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

Meeting Location: Council Chambers, 305 West Third Street

March 3, 2026

**Closed Session - 5:00 PM**

**Appointment Items - 5:30 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: 838 1991 4742
3. Passcode: 300819

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
  - a. Submit a request to speak remotely by 3:00 p.m. on the day of the meeting by using the form available at [www.oxnard.org/citymeetings](http://www.oxnard.org/citymeetings).
  - b. Submit an email to [cityclerk@oxnard.org](mailto:cityclerk@oxnard.org) 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.

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.

- 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](http://www.oxnard.org/city-meetings).

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

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and 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 (5:00 PM)

- 1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))  
Name of case: *Lopez v. City of Oxnard*  
Ventura County Superior Court, Case No. 2025CUPA036995  
Legislative Body: City Council
- 2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))  
Name of case: *Blanchard v. City of Oxnard*  
Workers' Compensation Case Nos.: ADJ12840464, ADJ14148373, and ADJ14811664  
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

- 1. SUBJECT: Presentation of the 2025 State of the Region Report published by the Ventura County Civic Alliance.

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

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

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager / Executive Director / Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: City Manager's Corner: updates, announcements, clarifications, and local government fun facts on occasional Tuesdays.

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

1. City Clerk Department

SUBJECT: Appointment of Member to Serve on the City's Parks, Recreation and Community Services Commission.

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Rodrigo Zaragoza to the Parks, Recreation and Community Services Commission to represent District 6.

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

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Oxnard City Council Minutes.

RECOMMENDATION: That the City Council approved the regular meeting minutes of February 17, 2026.

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. City Clerk Department

SUBJECT: Approval of Oxnard Housing Authority Minutes.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners approve the regular meeting minutes of February 17, 2026.

Legislative Body: Housing Authority

Contact: Luly Lopez, (805) 385-7805

3. Finance Department

SUBJECT: Monthly Investment Report for the period ending January 31, 2026.

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

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Javier Chagoyen-Lazaro, (805) 200-5400

4. Housing Department

SUBJECT: Oxnard Housing Authority's Monthly Investment Report.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners receive and file the monthly investment report for the period ending January 2026.

(This item did not originate in Committee.)

Legislative Body: Housing Authority

Contact: Brenda Lopez, (805) 385-8092

5. Public Works Department

SUBJECT: Amend Approval of Term Date to Agreement 32600264 with Carollo Engineers, Inc. for Construction Management services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II Project PW 26-21.

RECOMMENDATION: That the City Council amend the approval of the term date of Agreement 32600264 with Carollo Engineers, Inc. to a term of two years, from January 6, 2026, to January 5, 2028.

(This item did not originate in Committee as this item was previously approved by the City Council on January 6, 2026)

Legislative Body: City Council  
Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Adoption of Ordinance No. 3075 Cross-Connection Control and Backflow Prevention.  
RECOMMENDATION: That the City Council adopt Ordinance No. 3075 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ARTICLE IV OF CHAPTER 22 OF THE CITY CODE IN ITS ENTIRETY PERTAINING TO THE REGULATION OF CROSS-CONNECTION AND BACKFLOW STANDARDS."

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on February 3, 2026.)

Legislative Body: City Council  
Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Public Project Agreement 32600321 with Paveco Construction, Inc. for Citywide Sidewalk Repairs Project, Specification No. PW 26-07.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$933,043.00 in Project funds for the Citywide Sidewalk Repairs Project, Specification No. PW 26-07;
2. The Mayor to execute an Agreement with Paveco Construction, Inc. in the amount of \$717,725.00 for the Project and approve a Project contingency amount of \$143,545.00 (20%) with Paveco Construction, Inc. for a total not to exceed value of \$861,270.00 for the Project; and
3. A Project allocation amount of \$71,773.00 (~10%) for engineering, inspection, survey and project management.

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

Legislative Body: City Council  
Contact: Michael Wolfe, (805) 385-8055

M. PUBLIC HEARINGS

N. REPORTS

1. City Manager Department

SUBJECT: Wooden Gateway Sweepstakes Program.

RECOMMENDATION: That the City Council authorize the Purchasing Agent to donate five (5) surplus wooden gateway signs in accordance with the Wooden Gateway Sweepstakes Program Guidelines.

(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/3l2\\_SCIRa2g](https://youtu.be/3l2_SCIRa2g)

Legislative Body: City Council  
Contact: Alexander Nguyen, (805) 385-7430

2. Housing Department

SUBJECT: Exclusive Negotiation Agreement Between the City of Oxnard and Dynamic Real Estate Partners, LLC.

RECOMMENDATION: That the City Council authorize the Mayor to execute an Exclusive Negotiation Agreement with Dynamic Real Estate Partners, LLC (A-8611) regarding an undeveloped site (APN: 132-0-033-010) located between U.S. 101 and Riverpark Boulevard, West of the East Vineyard Avenue and Riverpark Boulevard intersection (Property).

(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/mnJFXdymv80>

Legislative Body: City Council  
Contact: Brenda Lopez, (805) 385-8092

3. Public Works Department

SUBJECT: Ratify an Emergency Order and Approve a Public Project Agreement with Toro Enterprises, Inc. for Two Emergency Repairs on a Water Main Near 800 E Pleasant Valley Rd in an amount not to exceed \$260,000.

RECOMMENDATION: That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed \$260,000.00 for Two Emergency Repairs on a Water Main near 800 E Pleasant Valley Rd; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

(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/sdeZszzFdd4>

Legislative Body: City Council  
Contact: Michael Wolfe, (805) 385-8055

O. ADJOURNMENT



## CITY COUNCIL AGENDA REPORT

### APPOINTMENT ITEMS (5:30 PM) AGENDA ITEM NO. D.1

**DATE:** March 3, 2026

**TO:**

**FROM:**

**SUBJECT:** Presentation of the 2025 State of the Region Report published by the Ventura County Civic Alliance.

#### **RECOMMENDATION**

#### **BACKGROUND**

#### **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 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.

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.

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 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.

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**

(identify accounts and remaining fund balance)

OR

There is no financial impact.

#### **COMMITTEE OUTCOME**

The \_\_\_\_\_ Committee approved 3-0 on DATE to approve the staff recommendation and to forward the item for Council approval.

OR

This item did not originate in Committee.

*Prepared by:*

**ATTACHMENTS**

None



## CITY COUNCIL AGENDA REPORT

### REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY AGENDA ITEM NO. H.1

**DATE:** March 3, 2026

**TO:**

**FROM:**

**SUBJECT:** City Manager's Corner: updates, announcements, clarifications, and local government fun facts on occasional Tuesdays.

#### **RECOMMENDATION**

#### **BACKGROUND**

#### **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 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.

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.

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 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.

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**

(identify accounts and remaining fund balance)

OR

There is no financial impact.

#### **COMMITTEE OUTCOME**

The \_\_\_\_\_ Committee approved 3-0 on DATE to approve the staff recommendation and to forward the item for Council approval.

OR

This item did not originate in Committee.

*Prepared by:*

**ATTACHMENTS**

None



## CITY COUNCIL AGENDA REPORT

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

**DATE:** March 3, 2026  
**TO:** City Council  
**FROM:** Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org  
**SUBJECT:** Appointment of Member to Serve on the City's Parks, Recreation and Community Services Commission.

#### RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Rodrigo Zaragoza to the Parks, Recreation and Community Services Commission to represent District 6.

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

#### BACKGROUND

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Councilmember congruent with his or her term in office. Nominees must also undergo background checks.

#### DISCUSSION

##### **Parks, Recreation and Community Services Commission (PRCSC)**

The PRCSC is concerned with all matters pertaining to the parks, recreation and community services activities in the City. The PRCSC is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilwoman Perez nominates Rodrigo Zaragoza to represent District 6, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Mayor nominations to fill the remaining vacancies in the City's commissions, committees and boards.

#### 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: Luly Lopez, City Clerk*

**ATTACHMENTS**

1. 03.03.26 Appointment of Members to Serve on the City's Parks, Recreation and Community Services Commission

# Appointment of Member to Serve on the City's Parks, Recreation and Community Services Commission

## City Council

March 3, 2026

Luly A. López, City Clerk



That the Mayor, with the approval of the City Council, appoint Rodrigo Zaragoza to the Parks, Recreation and Community Services Commission to represent District 6.

## PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION

Function	Focuses on items pertaining to the parks, recreation and community services activities in the City and serves as a liaison between the City Council and the community on such matters.
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilwoman Perez nominates Rodrigo Zaragoza (D6)



THE END



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

**DATE:** March 3, 2026  
**TO:** City Council  
**FROM:** Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org  
**SUBJECT:** Approval of Oxnard City Council Minutes.

**RECOMMENDATION**

That the City Council approved the regular meeting minutes of February 17, 2026.

**BACKGROUND**

Approval of minutes.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Luly Lopez, City Clerk*

**ATTACHMENTS**

1. City Council minutes of February 17, 2026

**MINUTES**  
OXNARD CITY COUNCIL  
Regular Meeting  
February 17, 2026

A. ROLL CALL, POSTING OF AGENDA

At 5:32 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, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, February 5, 2026, 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; Eric Sonstegard, Assistant City Manager, Stephen Fischer, City Attorney; and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO  
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. APPOINTMENT ITEMS (5:30 PM)

1. City Clerk Department

SUBJECT: Department Workshop: City Clerk Department Presentation.

RECOMMENDATION: That the City Council receive and file an update report from the City Clerk, concerning information related to functions, priorities, challenges, and anticipated future needs.

(This item did not originate in Committee.)

The City Clerk presented and discussed departmental challenges and was available to answer questions. Discussion ensued among the Council and staff.

No public comments were received.

This was a receive and file. No action was required.

E. OPENING CEREMONIES (6:00 PM)

At 6:01 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, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Mayor Luis A. Mc Arthur were present. The City Clerk stated that the agenda was posted on Thursday, February 5, 2026 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 Yesenia Martinez, an 11<sup>th</sup> grade student at Channel Islands High School. Councilwoman Rodriguez requested a moment of silence in memory of Jim Merrill, former professor at Oxnard College. Councilmember Perello commented that the moment should also honor Jesse Jackson, a civil rights leader and Robert Duvall.

Staff members present were Alexander Nguyen, City Manager; Eric Sonstegard, Assistant City Manager, Stephen Fischer, City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Michael Wolfe, Public Works Director; Jason Benites, Police Chief, Miguel Serrato, Police Commander; Rob Ruben, Chief Information Officer and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. City Clerk Department

SUBJECT: Presentation of a Posthumous Resolution Commending Len Shulman.

RECOMMENDATION: That the City Council adopt posthumous **Resolution No. 16,021** commending Len Shulman for over eight (8) years of dedicated service to the Measure O Citizen Oversight Committee.

(This item did not originate in Committee.)

Mayor Mc Arthur introduced the resolution honoring Len Shulman and presented it to Alphe Shuman, who expressed appreciation to the City Council for the posthumous recognition. Councilmember Perello also spoke about Mr. Shulman's many contributions and the numerous organizations and activities in which he was involved.

No public comments were received. Written comments were received from Ronald Arruejo.

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

2. City Clerk Department

SUBJECT: Presentation of a Resolution Commending Adam Lopez.

**RECOMMENDATION:** That the City Council adopt **Resolution No. 16,022** commending Adam Lopez for over seven (7) years of dedicated service to the Community Relations Commission.

(This item did not originate in Committee.)

Mayor Mc Arthur presented Adam Lopez with a resolution commending him for his service to the Community Relations Commission. Adam Lopez thanked the City Council for the recognition.

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

3. SUBJECT: Presentation of Commendation Certificates to the Pacifica High School Boys Football Team for their victories in CIF-SS Division 3 Championship and the CIF - State Southern Regional 1A Championship.

Mayor Mc Arthur congratulated Pacifica High School for their victories and for making Oxnard proud of their accomplishments. Councilmembers distributed certificates of commendation to the boy's football team, cheerleaders and Coaches. Coach Moon made some remarks.

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

Public comments were received from: Eric Andrist, Sarah Wilczewski, Kris Iwasaki-Marquis, Jeannette, Curtis Thompson, Doug Partello and virtual speaker.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented on the Chinese Lunar New Year.

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 stated that the Parks, Recreation and Community Services Commission has vetted a memorial program for memorial benches or trees in our public parks and requested that staff review the Commission's proposal and present it to the Committee.

1. City Clerk Department

SUBJECT: Appointment of a Member to the Ventura County Continuum of Care Alliance Governance Board.

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint one member and one alternate member to the Ventura County Continuum of Care Governance Board.

(This item did not originate in Committee.)

Mayor Mc Arthur opened the floor for nominations. Mayor Pro Tem Teran stated that he was able and willing to serve on this committee. Mayor Mc Arthur stated that he would be interested in serving as the alternate member.

*It was moved by Mayor Mc Arthur, seconded by Councilwoman Perez, to appoint Mayor Pro Tem Teran as the member and Mayor Mc Arthur as the alternate member. VOTE: Rodriguez, Starr, Teran, Basua, Perello, Perez and Mc Arthur voted in favor. The motion carried 7-0.*

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item No. L-3, L-4, L-5 and L-6 were reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from Alicia Percell and Louise Ramirez.

L. INFORMATION/CONSENT AGENDA1. City Clerk Department

SUBJECT: Approval of Oxnard City Council Minutes.

RECOMMENDATION: That the City Council approved the regular meeting minutes of February 3, 2026.

3. City Clerk Department

SUBJECT: Resolution Commending Deirdre Frank.

RECOMMENDATION: That the City Council adopt **Resolution No. 16,023** commending Deirdre Frank for over ten (10) years of dedicated service to the Measure O Citizen Oversight Committee.

(This item did not originate in Committee.)

4. City Clerk Department

SUBJECT: Resolution Commending Joseph M. Munoz.

RECOMMENDATION: That the City Council adopt **Resolution No. 16,024** commending Joseph M. Munoz for over 9 years of dedicated service to the Measure O Citizen Oversight Committee.

(This item did not originate in Committee.)

5. City Manager Department

SUBJECT: Whistleblower Policy Revision.

RECOMMENDATION: That the City Council adopt **Resolution No. 16,025** updating the City's Whistleblower Policy to reflect current legislation.

(The Finance and Governance Committee approved 3-0 on January 27, 2026)

6. Finance Department

SUBJECT: Monthly Report and List of City Manager-approved contracts with Accounting of All Receipts, Disbursements and Fund Balances.

RECOMMENDATION: That the City Council:

1. Receive and file the report and accounting of all receipts, disbursements and fund balances for the month of December 2025; and
2. Receive and file the list of City Manager-approved contracts for the month of December 2025.

(This item did not originate in Committee)

**Consent Item No. L-1**

The City Clerk stated for the record the changes to the February 3 City Council minutes as follows:

Bottom on Page 71 and top of page 72 for Item N-1 the motion should read: *“approve the proposed resolution establishing administrative regulations to implement the provisions of the Rent Stabilization Ordinance regarding Fair Rate of Return Petition regulation and document for at least six months on how the process is working, with a report back to the City Council in Quarter 2 of the next fiscal year.”*

And on page 73 for Item No. N-3: the motion should read: *After further discussion, staff agreed to send annual notices 45 days ahead of residential testing deadlines.”*

*It was moved by Mayor Pro Tem Teran, seconded by Councilman Starr, to approve Item No. 1 as corrected by the City Clerk. VOTE: Starr, Teran, Basua, Perello, Perez, Rodriguez and Mc Arthur voted in favor. The motion carried 7-0.*

**Consent Item No. L-2 and L-7\***

\*Consent Item L-2 and L-7 will be listed in the Oxnard Housing Authority minutes.

**Consent Item Nos. L-3 and L-4**

*It was moved by Mayor Mc Arthur, seconded by Councilwoman Rodriguez, to approve the Information/Consent Item Nos. L-3 and L-4 as presented. VOTE: Teran, Basua, Perello, Perez, Rodriguez, Starr and Mc Arthur voted in favor. The motion carried 7-0.*

**Consent Item No. L-5**

Assistant City Manager Sonstegard presented and was 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 Item No. 5 as presented. VOTE: Rodriguez, Starr, Teran, Basua, Perello, Perez and Mc Arthur voted in favor. The motion carried 7-0.*

**Consent Item No. L-6**

The Chief Financial Officer presented and was available to answer questions. Assistant City Manager Sonstegard stated that staff will look into agreement/contracts under \$100,000. Discussion ensued among the Council and staff. This was a receive and file. No action was required.

**OXNARD HOUSING AUTHORITY**

At 8:21 p.m., the joint meeting with the Oxnard Housing Authority concluded.

M. **PUBLIC HEARINGS**

N. **REPORTS**

1. **Police Department**

**SUBJECT:** Downtown Security Contract.

**RECOMMENDATION:** That the City Council approve and authorize the Mayor to execute an agreement with Citiguard, Inc. (32600276) for a term of up to five (5) years, for a total contract amount not to exceed \$2,575,000 for security services in the Oxnard Downtown Management District (ODMD), the Oxnard Public Library, the Downtown Parking Structure, and the Oxnard Service Center.

(The Community Services, Public Safety, Housing & Economic Development approved 3-0 on January 27, 2026.)

The Police Chief, Commander Serrato and the Public Works Director presented and was available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from: Vanessa Valdez, Greg Runyon, Abel Magana, Sarah Wilczewski and Levi Duarte.

The Mayor requested that staff arrange for Citiguard to return to City Council to provide a presentation addressing the following:

- The training security officers receive, including de-escalation techniques
- Which officers carry equipment, how many, and what type of equipment is issued
- The checks and balances in place, including supervision and spot checks
- Expected response times to incidents
- How unarmed officers protect themselves in the field
- Accountability procedures and what the process entails
- The assessment and evaluation conducted after an incident to ensure it was handled appropriately

This presentation is intended to give Council a clearer understanding of Citiguard's operational standards safety protocols, and oversight practices.

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

2. Finance Department

SUBJECT: FY 2025-2026 Mid-Year Budget.

RECOMMENDATION: That the City Council:

1. Receive an update on the FY 2025-26 revenue and expenditure projections for major funds;
2. Approve budget amendments to the General Fund (101), Street Maintenance Infrastructure Use Fee Fund (105), Transportation Development Act Fund (212), Capital Outlay Fund (301), Special Districts Fund (120/Subfund(2540), Development Impact Fees Fund - Circulation System Improvement Fees Subfund (350/Subfund 8040), Bond Assessment Districts Fund (500/Subfund 5050), Water Operating Fund (601), Environmental Resources Operating Fund (631), Golf Course Operating Fund (651), and the Public Liability and Property Insurance Fund (701), as explained in this report; and

3. Approve adding and adopting the Environmental Resources Rollup Door Replacement Project to the Fiscal Year 2025-26 Capital Improvement Program (CIP).

(This item did not originate in Committee)

Assistant City Manager Sonstegard and Chief Financial Officer presented and were available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Doug Partello.

Mayor requested a report from each department that outlines year-to-date expenditures, including current usage and percentage spent per line item. This will allow him to see where we are percentage wise.

*It was moved by Councilwoman Basua, seconded by Mayor Pro Tem Teran, to approve the recommended action with the exception of Fund (101). VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor. The motion carried 7-0.*

*Amendment to the motion by Councilman Starr to separate the budget amendment to the General Fund (101), seconded by Councilwoman Rodriguez. VOTE: Perez, Rodriguez, Basua, Perello, Teran and Mc Arthur voted in favor; Councilman Starr voted no. The motion carried 6-1.*

At 9:46 p.m., the City Council voted to continue the meeting past 10:00 p.m., and take action on the remainder of the items on the agenda.

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

3. Finance Department

SUBJECT: ERP Annual Report and Ninth Amendment to the Agreement with Kreative Core Technologies, Inc. for ERP Implementation and IT Services Support.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Ninth Amendment to the Professional Services Agreement with Kreative Core Technologies, Inc. (9431-21-FN) in the amount of \$11,490,000 for a new not to exceed contract amount of \$21,510,000 and to extend the term of the Agreement to December 30, 2028, for project management services related to the discovery, documentation, implementation stabilization and ongoing IT support of all phases of the City's Multi-year enterprise resource planning (ERP) implementation, as well as some additional IT non-ERP Projects.

2. Approve an appropriation in the amount of \$2,500,000 from the General Fund (101) available fund balance to fund the project C2034 ERP Implementation in FY 2025-26, and authorize the corresponding transfers for the project budget.
3. Receive and file the ERP system annual report.

(This item did not originate in Committee.)

The City Manager, Assistant City Manager Sonstegard and Chief Information Officer presented and were available to answer questions. Discussion ensued among the Council and staff.

Public comments were received from Alicia Percell and Doug Partello.

*It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Perello 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 Luis A. Mc Arthur adjourned the meeting at 10:15 p.m.

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LOURDES A. LÓPEZ  
City Clerk

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LUIS A. Mc ARTHUR  
Mayor



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.2**

**DATE:** March 3, 2026  
**TO:** Housing Authority  
**FROM:** Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org  
**SUBJECT:** Approval of Oxnard Housing Authority Minutes.

**RECOMMENDATION**

That the Oxnard Housing Authority Board of Commissioners approve the regular meeting minutes of February 17, 2026.

**BACKGROUND**

Approval of minutes.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Luly Lopez, City Clerk*

**ATTACHMENTS**

1. Oxnard Housing minutes of February 17, 2026

**MINUTES**  
OXNARD HOUSING AUTHORITY  
Regular Meeting  
February 17, 2026

A. ROLL CALL, POSTING OF AGENDA

At 6:01 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 Gabriela Basua, Bert E. Perello, Michaela Perez, Jose Andrade, Gabriela Rodriguez, Aaron Starr, Gabriel Teran and Chair Luis A. Mc Arthur were present. Commissioners Francisco Vega were absent. The Secretary Designate stated that the agenda was posted on Thursday, February 5, 2026 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 (5:30 PM)

E. OPENING CEREMONIES (6:00 PM)

The meeting opened with the pledge of allegiance to the flag of the United States led by Yesenia Martinez, an 11<sup>th</sup> grade student at Channel Islands High School. Commissioner Rodriguez requested a moment of silence in memory of Jim Merrill, former professor at Oxnard College. Commissioner Perello commented that the moment should also honor Jesse Jackson, a civil rights leader and Robert Duvall.

Staff members present were Alexander Nguyen, Executive Secretary, Stephen Fischer, General Counsel and Lourdes A. López, Secretary Designate.

F. CEREMONIAL ITEMS

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

H. REPORT OF EXECUTIVE SECRETARY

I. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

J. REVIEW OF INFORMATION/CONSENT AGENDA

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

L. INFORMATION/CONSENT AGENDA2. City Clerk Department

SUBJECT: Approval of Oxnard Housing Authority Minutes.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners approve the regular meeting minutes for January 20 and February 3, 2026.

7. Housing Department

SUBJECT: Oxnard Housing Authority's Monthly Investment Report.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners receive and file the monthly investment report for the period ending December 2025.

(This item did not originate in Committee)

**Consent Item No. L-2 and L-7**

*It was moved by Vice Chair Teran, seconded by Chair Mc Arthur, to approve the Information/Consent Item Nos. L-2 and L-7 as presented. VOTE: Andrade, Basua, Perello, Perez, Rodriguez, Starr, Teran and Mc Arthur. The motion carried 8-0. Commissioners Vega was absent.*

**OXNARD CITY COUNCIL**

At 8:21 p.m., the joint meeting with the Oxnard City Council concluded.

M. PUBLIC HEARINGSN. REPORTSO. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 8:21 p.m.

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LOURDES A. LÓPEZ  
Secretary Designate

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GABRIEL TERAN  
Vice Chair



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.3**

**DATE:** March 3, 2026  
**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 January 31, 2026.

**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 January 31, 2026 was \$501.4 million, with \$21.7 million in cash accounts and \$479.7 million in investments, as summarized in the table below.

Cash and Investment Position	January 2026
<b>Cash</b>	
Bank of America General Account	\$ 14,576,963.39
Bank of America Successor Agency Account	7,026,528.29
Bank of America Citations Account	74,211.67
Bank of America Golf Course Account	-
<b>Total Cash</b>	<b>21,677,703.35</b>
<b>Investments</b>	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	53,374,716.75
CAMP	150,377,398.62
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	15,836,048.00
U.S. Treasury Notes *	5,017,540.00
U.S. Government Sponsored Entities *	180,142,019.85
<b>Total Investments</b>	<b>479,747,723.22</b>
<b>Total Cash and Investments</b>	<b>\$ 501,425,426.57</b>

\* Market Value

## Statutory Compliance

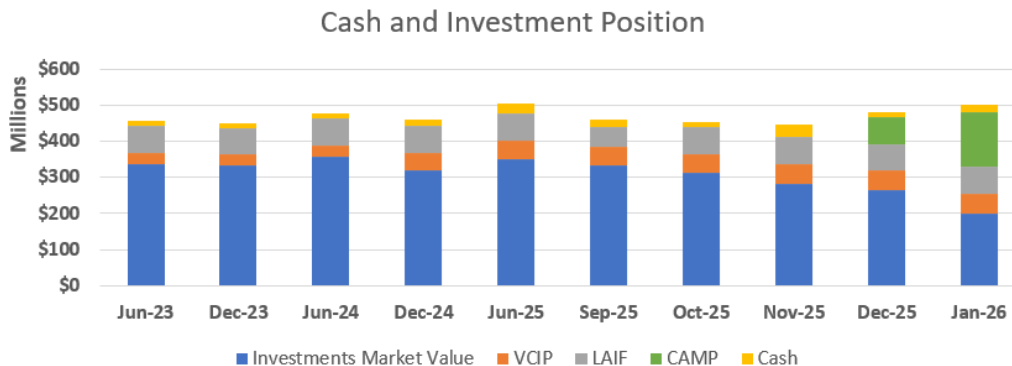
All investment transactions have been executed in conformance with the City’s Investment Policy and the California Government Code. The table below represents the City’s investment portfolio as of January 31, 2026, by authorized investment and duration. for a total portfolio amount of \$479.7 million.

Authorized Investment at Market Value	Allowable Threshold (\$ million or %)	Under 1 year	1-3 years	Over 3 years	Total	Average Yield to Maturity	Portfolio %
LAIF	\$75.0	\$75.0	\$-	\$-	<b>\$75.0</b>	3.93%	15.63%
VCIP	n/a	53.4	-	-	<b>53.4</b>	4.13%	11.13%
CAMP	n/a	150.4	-	-	<b>150.4</b>	3.85%	31.35%
Federal Agencies	n/a	97.2	57.9	25.0	<b>180.1</b>	2.57%	37.55%
Medium Term Notes	30%	14.8	1.0	-	<b>15.8</b>	1.34%	3.30%
Treasuries	n/a	5.0	-	-	<b>5.0</b>	4.28%	1.05%
<b>Total Investment</b>		<b>\$395.8</b>	<b>\$58.9</b>	<b>\$25.0</b>	<b>\$479.7</b>	<b>3.33%</b>	<b>100%</b>

\*Total may not add due to rounding

## Portfolio Trends

The cash and investment position, as of January 31, 2026, increased by \$19.7 million compared with the prior month. The increase is driven by property tax received in the month for both the City and 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.



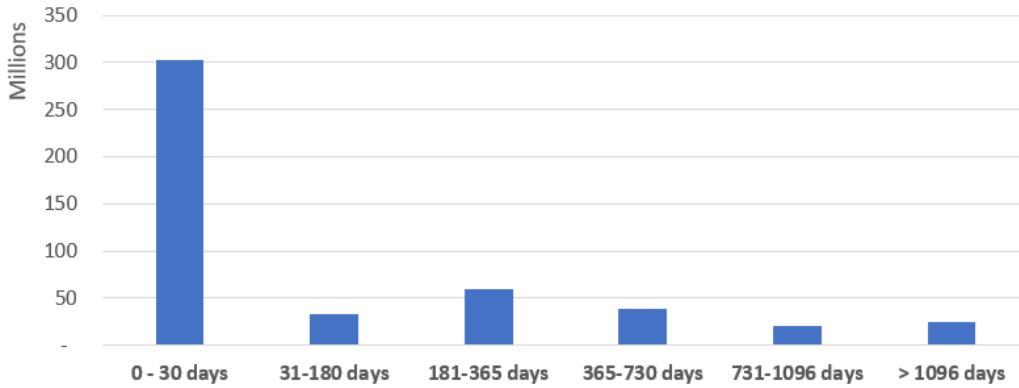
**City of Oxnard  
Portfolio Summary Statistics  
Sorted by Fund  
January 31, 2026**

City of Oxnard

Investment Type	Par Value	Book Value	Market Value	% of the Portfolio	Market Price	WAM	WAC	YTM	YTW	Accrued Interest	Unrealized GIL
California Asset Mgmt Program	150,377,398.62	150,377,398.62	150,377,398.62	31.28	0.000	1	0	3.850	3.850	227,545.19	0.00
County Investment Pool	53,374,716.75	53,374,716.75	53,374,716.75	11.10	0.000	1	0	4.130	4.130	185,997.40	0.00
Federal Agency Coupon	181,225,000.00	181,059,649.68	180,142,019.85	37.66	99.403	459	62	2.569	2.560	1,151,081.46	-817,629.83
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	15.60	0.000	1	0	3.931	3.931	250,399.32	0.00
Medium Term Notes	16,000,000.00	15,999,877.86	15,836,048.00	3.33	98.975	167	0	1.340	1.340	67,983.31	-163,829.86
Treasury Coupon Securities	5,000,000.00	4,994,566.76	5,017,540.00	1.04	100.351	272	0	4.277	4.277	52,966.88	22,973.24
<b>Report Totals:</b>	<b>480,977,115.37</b>	<b>480,806,209.67</b>	<b>479,747,723.22</b>	<b>100 %</b>	<b>41.769</b>	<b>182</b>	<b>62</b>	<b>3.332</b>	<b>3.329</b>	<b>1,935,993.56</b>	<b>-1,058,486.45</b>

The chart below represents the City’s investment portfolio classified by days until maturities from January 31, 2026. Pooled investments in LAIF, CAMP 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.

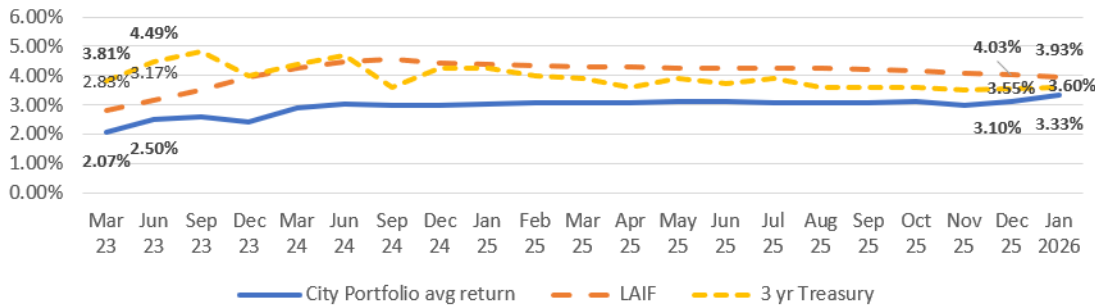
### Portfolio Maturity as of January 31, 2026



The City’s average return on investment for the month January was 3.33%, LAIF average monthly effective yields for the same period was 3.93%. The City holds investments until maturity, and will evaluate reinvestment options based on market conditions and liquidity needs as those funds became available for investing in the upcoming months.

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

### City Average Return on Investment



### 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

- 202601 Investment report

**Investment report  
for the month Ended in January 31, 2026**

**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*

Javier Chagoyen-Lazaro  
Chief Financial Officer  
City of Oxnard

02/17/2026

Date

**City of Oxnard**  
**Cash and Investment Summary**  
**Month Ended**  
**January 31, 2025**

<b>Cash and Investment Position</b>	<b>January 2026</b>
<b>Cash</b>	
Bank of America General Account	\$ 14,576,963.39
Bank of America Successor Agency Account	7,026,528.29
Bank of America Citations Account	74,211.67
Bank of America Golf Course Account	-
<b>Total Cash</b>	<b>21,677,703.35</b>
<b>Investments</b>	
Local Agency Investment Fund (LAIF)	75,000,000.00
Ventura County Investment Pool (VCIP)	53,374,716.75
CAMP	150,377,398.62
Certificates of Deposits	-
Bank Notes	-
Municipal Bonds	-
Federal Agency	-
Supra-National Agency Bonds *	-
Medium Term Notes *	15,836,048.00
U.S. Treasury Notes *	5,017,540.00
U.S. Government Sponsored Entities *	180,142,019.85
<b>Total Investments</b>	<b>479,747,723.22</b>
<b>Total Cash and Investments</b>	<b>\$ 501,425,426.57</b>
* Market Value	

**Investment Portfolio Detail**  
**Fiscal Year 2025 - 2026**  
**January 1 - January 31, 2025**

CUSIP / Investment # Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
<b>Pooled Investments</b>								
<b>California Asset Mgmt Program</b>								
CAMP	California Asset Management P	12/1/2025	150,377,398.62	150,377,398.62	150,377,398.62	3.850	1	3.850
<b>County Investment Pool</b>								
VCIP	Ventura County Investment Pool		53,374,716.75	53,374,716.75	53,374,716.75	4.130	1	4.130
<b>Federal Agency Coupon Securities</b>								
31422XAS1	Farmer Mac	3/2/2021	1,000,000.00	997,638.00	1,000,000.00	0.610	29	0.610 3/2/2026
3133ERP70	Federal Farm Credit Bank	12/31/2024	10,000,000.00	10,132,000.00	9,992,158.18	4.250	694	4.294 12/27/2027
3133ERN31	Federal Farm Credit Bank	1/16/2025	5,000,000.00	5,026,040.00	4,988,708.61	4.340	690	4.468 12/23/2027
3133ETJH1	Federal Farm Credit Bank	5/29/2025	5,000,000.00	5,012,010.00	5,000,000.00	4.600	1,213	4.600 5/29/2029
3133ENBK5	Federal Farm Credit Bank	10/20/2021	1,000,000.00	982,261.00	1,000,000.00	1.140	261	1.140 10/20/2026
3130AQKJ1	Federal Home Loan Bank	1/28/2022	1,000,000.00	981,811.00	1,000,000.00	1.700	361	1.700 1/28/2027
3130AQPDP9	Federal Home Loan Bank	2/17/2022	1,000,000.00	983,947.00	1,000,000.00	2.000	381	2.000 2/17/2027
3130AQPDP9	Federal Home Loan Bank	2/17/2022	1,000,000.00	983,947.00	1,000,000.00	2.000	381	2.000 2/17/2027
3130AQSM6	Federal Home Loan Bank	2/25/2022	1,000,000.00	984,092.00	1,000,000.00	2.050	389	2.050 2/25/2027
3130AQRH8	Federal Home Loan Bank	2/25/2022	1,000,000.00	983,756.00	1,000,000.00	2.000	389	2.000 2/25/2027
3130AQRK1	Federal Home Loan Bank	2/25/2022	1,000,000.00	983,885.00	1,000,000.00	2.030	389	2.030 2/25/2027
3130AQYG2	Federal Home Loan Bank	2/28/2022	1,000,000.00	988,608.00	1,000,000.00	2.500	389	2.493 2/25/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,000,000.00	1,972,078.00	2,000,000.00	2.250	396	2.250 3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	985,514.00	1,000,000.00	2.200	396	2.200 3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,000,000.00	985,514.00	1,000,000.00	2.200	396	2.200 3/4/2027
3130AQVH3	Federal Home Loan Bank	3/4/2022	1,300,000.00	1,281,168.20	1,299,148.50	2.200	396	2.264 3/4/2027
3130AQX65	Federal Home Loan Bank	3/4/2022	2,700,000.00	2,662,305.30	2,699,410.50	2.250	396	2.271 3/4/2027
3130AR2D2	Federal Home Loan Bank	3/10/2022	1,000,000.00	999,355.00	1,000,000.00	3.500	402	3.034 3/10/2027
3130ARAX9	Federal Home Loan Bank	3/30/2022	1,000,000.00	993,037.00	1,000,000.00	3.000	417	3.000 3/25/2027
3130ARDV0	Federal Home Loan Bank	4/8/2022	1,000,000.00	993,509.00	1,000,000.00	3.000	417	3.000 3/25/2027
3130APN43	Federal Home Loan Bank	12/31/2024	10,000,000.00	9,899,220.00	9,859,121.37	2.250	268	4.250 10/27/2026
3130B4B42	Federal Home Loan Bank	12/31/2024	5,000,000.00	5,000,165.00	4,998,409.51	4.625	690	4.643 12/23/2027
3130B6EY8	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,007,345.00	4,999,612.77	4.400	841	4.403 5/22/2028
3130B6J98	Federal Home Loan Bank	5/28/2025	5,000,000.00	4,999,575.00	4,998,801.68	4.500	838	4.511 5/19/2028
3130B6HM1	Federal Home Loan Bank	5/29/2025	5,000,000.00	5,008,740.00	5,000,000.00	4.520	1,213	4.520 5/29/2029
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	999,426.00	1,000,000.00	0.750	8	0.539 2/9/2026
3130AKWD4	Federal Home Loan Bank	2/9/2021	1,000,000.00	999,426.00	1,000,000.00	0.750	8	0.540 2/9/2026
3130AKTJ5	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,997,928.00	2,000,000.00	0.540	8	0.540 2/9/2026
3130AKVA1	Federal Home Loan Bank	2/9/2021	2,000,000.00	1,998,852.00	2,000,000.00	0.750	8	0.564 2/9/2026
3130AKVR4	Federal Home Loan Bank	2/12/2021	1,000,000.00	999,117.00	1,000,000.00	0.550	11	0.550 2/12/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	2,000,000.00	1,996,166.00	1,999,936.11	0.625	23	0.676 2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	998,091.00	999,989.78	0.600	23	0.616 2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	5,000,000.00	4,990,455.00	4,999,948.89	0.600	23	0.616 2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	3,000,000.00	2,994,273.00	3,000,000.00	0.600	23	0.600 2/24/2026

**Investment Portfolio Detail**  
**Fiscal Year 2025 - 2026**  
**January 1 - January 31, 2025**

CUSIP / Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	998,091.00	999,993.61	0.600	23	0.610	2/24/2026
3130AKXJ0	Federal Home Loan Bank	2/24/2021	1,000,000.00	998,091.00	999,993.61	0.600	23	0.610	2/24/2026
3130ALCB8	Federal Home Loan Bank	2/24/2021	1,000,000.00	998,157.00	1,000,000.00	0.680	23	0.680	2/24/2026
3130AL7M0	Federal Home Loan Bank	2/24/2021	1,000,000.00	998,083.00	999,993.61	0.625	23	0.635	2/24/2026
3130ALFS8	Federal Home Loan Bank	3/10/2021	1,000,000.00	997,103.00	1,000,000.00	0.800	37	0.800	3/10/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	996,608.00	1,000,000.00	0.800	43	0.800	3/16/2026
3130ALDN1	Federal Home Loan Bank	3/16/2021	1,000,000.00	996,608.00	1,000,000.00	0.800	43	0.800	3/16/2026
3130ALGB4	Federal Home Loan Bank	3/17/2021	1,000,000.00	996,615.00	1,000,000.00	0.800	44	0.800	3/17/2026
3130ALGJ7	Federal Home Loan Bank	3/23/2021	975,000.00	971,310.60	975,000.00	1.000	50	1.000	3/23/2026
3130ALGC2	Federal Home Loan Bank	3/23/2021	1,000,000.00	996,160.00	1,000,000.00	0.875	50	0.875	3/23/2026
3130ALLN2	Federal Home Loan Bank	3/24/2021	2,000,000.00	1,993,774.00	2,000,000.00	1.500	51	0.871	3/24/2026
3130AM2F8	Federal Home Loan Bank	4/29/2021	1,000,000.00	993,915.00	1,000,000.00	1.125	87	1.125	4/29/2026
3130AM4L3	Federal Home Loan Bank	4/29/2021	1,000,000.00	994,164.00	1,000,000.00	1.250	87	1.100	4/29/2026
3130AMJH6	Federal Home Loan Bank	5/26/2021	1,000,000.00	991,488.00	1,000,000.00	1.050	114	1.050	5/26/2026
3130AML42	Federal Home Loan Bank	5/27/2021	1,000,000.00	992,110.00	1,000,000.00	1.200	115	0.957	5/27/2026
3130AMM41	Federal Home Loan Bank	6/16/2021	5,000,000.00	4,951,105.00	5,000,000.00	1.000	135	1.000	6/16/2026
3130AMPT3	Federal Home Loan Bank	6/23/2021	5,000,000.00	4,949,495.00	5,000,000.00	1.030	142	1.030	6/23/2026
3130AMYP1	Federal Home Loan Bank	7/15/2021	3,000,000.00	2,965,344.00	3,000,000.00	1.125	164	1.125	7/15/2026
3130ANWH9	Federal Home Loan Bank	9/24/2021	1,000,000.00	984,165.00	1,000,000.00	1.080	226	1.080	9/15/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	982,582.00	1,000,000.00	1.100	254	1.100	10/13/2026
3130APB87	Federal Home Loan Bank	10/13/2021	1,000,000.00	982,582.00	1,000,000.00	1.100	254	1.100	10/13/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	981,901.00	1,000,000.00	1.050	256	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	981,901.00	1,000,000.00	1.050	256	1.050	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	981,901.00	1,000,000.00	1.050	256	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	981,832.00	999,957.67	1.040	256	1.046	10/15/2026
3130AP5A9	Federal Home Loan Bank	10/15/2021	1,000,000.00	981,901.00	1,000,000.00	1.050	256	1.050	10/15/2026
3130AP3X1	Federal Home Loan Bank	10/15/2021	1,000,000.00	981,832.00	1,000,000.00	1.040	256	1.040	10/15/2026
3130APAY1	Federal Home Loan Bank	10/21/2021	3,000,000.00	2,945,559.00	3,000,000.00	1.100	262	1.100	10/21/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	1,000,000.00	982,348.00	1,000,000.00	1.150	263	1.150	10/22/2026
3130APBF1	Federal Home Loan Bank	10/22/2021	2,000,000.00	1,964,696.00	2,000,000.00	1.150	263	1.150	10/22/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,964,114.00	2,000,000.00	1.200	267	1.200	10/26/2026
3130APC45	Federal Home Loan Bank	10/26/2021	1,000,000.00	982,160.00	1,000,000.00	1.180	267	1.180	10/26/2026
3130APHT5	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,964,114.00	1,999,852.78	1.200	267	1.210	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	982,662.00	1,000,000.00	1.250	267	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	2,000,000.00	1,965,324.00	2,000,000.00	1.250	267	1.250	10/26/2026
3130APCX1	Federal Home Loan Bank	10/26/2021	1,000,000.00	982,662.00	1,000,000.00	1.250	267	1.250	10/26/2026
3130APG82	Federal Home Loan Bank	10/28/2021	1,000,000.00	991,476.00	1,000,000.00	2.000	269	1.264	10/28/2026
3130APHV0	Federal Home Loan Bank	10/28/2021	2,000,000.00	1,964,106.00	2,000,000.00	1.180	269	1.180	10/28/2026
3130APDQ5	Federal Home Loan Bank	10/28/2021	1,000,000.00	982,827.00	1,000,000.00	1.250	269	1.250	10/28/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	981,792.00	1,000,000.00	1.250	282	1.250	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	981,792.00	999,612.50	1.250	282	1.302	11/10/2026
3130APKQ7	Federal Home Loan Bank	11/10/2021	1,000,000.00	981,792.00	1,000,000.00	1.250	282	1.250	11/10/2026

**Investment Portfolio Detail**  
**Fiscal Year 2025 - 2026**  
**January 1 - January 31, 2025**

CUSIP / Investment # Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Maturity	YTM/C	Maturity Date	
3130APLP8 Federal Home Loan Bank	11/16/2021	1,000,000.00	982,454.00	1,000,000.00	1.375	288	1.375	11/16/2026	
3130APLP8 Federal Home Loan Bank	11/16/2021	1,000,000.00	982,454.00	1,000,000.00	1.375	288	1.375	11/16/2026	
3130APL37 Federal Home Loan Bank	11/16/2021	1,000,000.00	982,638.00	1,000,000.00	1.400	288	1.400	11/16/2026	
3130APNK7 Federal Home Loan Bank	11/18/2021	1,000,000.00	982,054.00	1,000,000.00	1.375	290	1.375	11/18/2026	
3130APPZ2 Federal Home Loan Bank	11/23/2021	1,000,000.00	983,401.00	1,000,000.00	1.500	295	1.500	11/23/2026	
3130AQ3T8 Federal Home Loan Bank	12/23/2021	1,000,000.00	986,163.00	1,000,000.00	2.000	325	1.641	12/23/2026	
3130AQAB9 Federal Home Loan Bank	12/30/2021	1,250,000.00	1,227,938.75	1,250,000.00	1.625	332	1.625	12/30/2026	
3134GXQF4 Federal Home Loan Mtg Corp	4/13/2022	1,000,000.00	995,000.00	1,000,000.00	3.250	436	3.250	4/13/2027	
3134HBBV2 Federal Home Loan Mtg Corp	2/28/2025	10,000,000.00	9,992,090.00	10,000,000.00	4.470	754	4.470	2/25/2028	
3134HBBU4 Federal Home Loan Mtg Corp	2/27/2025	10,000,000.00	9,988,760.00	10,000,000.00	4.640	1,122	4.640	2/27/2029	
3134HBSZ5 Federal Home Loan Mtg Corp	6/4/2025	5,000,000.00	5,001,570.00	5,000,000.00	4.550	1,219	4.550	6/4/2029	
<b>Local Agency Investment Funds</b>									
LAIF LAIF		75,000,000.00	75,000,000.00	75,000,000.00	3.931	1	3.931		
<b>Medium Term Notes</b>									
037833EB2 Apple Inc.	2/8/2021	1,000,000.00	999,408.00	999,999.81	0.700	7	0.071	2/8/2026	
06048WL32 Bank of America	2/24/2021	1,000,000.00	998,108.00	1,000,000.00	0.800	23	0.080	2/24/2026	
06048WL99 Bank of America	5/14/2021	1,000,000.00	993,100.00	1,000,000.00	1.400	102	1.400	5/14/2026	
06048WL99 Bank of America	5/14/2021	2,000,000.00	1,986,200.00	2,000,000.00	1.400	102	1.400	5/14/2026	
06048WL99 Bank of America	5/14/2021	2,000,000.00	1,986,200.00	2,000,000.00	1.400	102	1.400	5/14/2026	
06048WM64 Bank of America	7/12/2021	1,000,000.00	989,678.00	999,878.05	1.200	144	1.231	6/25/2026	
06048WM72 Bank of America	7/30/2021	1,000,000.00	984,406.00	1,000,000.00	1.200	179	1.200	7/30/2026	
06048WP20 Bank of America	9/24/2021	1,000,000.00	983,762.00	1,000,000.00	1.250	235	1.250	9/24/2026	
06048WP20 Bank of America	9/24/2021	1,000,000.00	983,762.00	1,000,000.00	1.250	235	1.250	9/24/2026	
17290A2M1 Citi Bank	7/21/2021	1,000,000.00	988,793.00	1,000,000.00	1.400	170	1.400	7/21/2026	
38150AH99 Goldman Sachs	8/17/2021	1,000,000.00	983,037.00	1,000,000.00	1.350	197	1.350	8/17/2026	
48133MAB6 JP Morgan	8/15/2022	1,000,000.00	1,000,300.00	1,000,000.00	4.200	558	4.200	8/13/2027	
48128G4X5 JP Morgan	8/30/2021	1,000,000.00	979,647.00	1,000,000.00	1.200	208	1.200	8/28/2026	
48128G4X5 JP Morgan	8/30/2021	1,000,000.00	979,647.00	1,000,000.00	1.200	208	1.200	8/28/2026	
<b>Treasury Coupon Securities</b>									
91282CLS8 U.S. Treasury	11/26/2024	5,000,000.00	5,017,540.00	4,994,566.76	4.125	272	4.277	10/31/2026	
		<b>\$480,977,115.37</b>	<b>\$479,747,723.22</b>	<b>\$480,806,209.67</b>					

**Monthly Investment Activities**

**Investment Purchases**

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	1/20/2026	Purchase		CAMP		35,000,000.00		
	1/29/2026	Purchase		CAMP		40,000,000.00		
<b>Total Purchases</b>						<b>\$ 75,000,000.00</b>		

**Investment Maturities, Calls & Sales**

No	Date	Transaction	CUSIP	Investment Security	Type	Par Amount	Investment Yield to Maturity	Maturity
	1/13/2026	Call	3133ERT27	FEDERAL FARM CREDIT BKS		10,000,000.00	4.670	1/13/2028
	1/14/2026	Call	3134HA3T8	F H L M C M T N		10,000,000.00	4.550	1/14/2028
	1/15/2026	Maturity	3130AKN36	FEDERAL HOME LOAN BKS		2,000,000.00	0.525	1/15/2026
	1/15/2026	Maturity	24422EVK2	DEERE JOHN CAPITAL CORP		3,000,000.00	0.700	1/15/2026
	1/15/2026	Maturity	53961LAF6	LOCAL INITIATIVES SUPPORT CORP FR		1,510,000.00	0.950	1/15/2026
	1/17/2026	Call	3134GXSH8	F H L M C M T N		1,000,000.00	4.000	5/17/2027
	1/22/2026	Maturity	3130AKQ74	FEDERAL HOME LOAN BKS		5,000,000.00	0.625	1/22/2026
	1/22/2026	Maturity	3134GXKJ2	F H L M C M T N		2,000,000.00	0.550	1/22/2026
	1/26/2026	Maturity	3130AKMD5	FEDERAL HOME LOAN BKS		5,000,000.00	0.500	1/26/2026
	1/26/2026	Maturity	3130AKNR3	FEDERAL HOME LOAN BKS		1,000,000.00	0.560	1/26/2026
	1/27/2026	Maturity	3130AKU61	FEDERAL HOME LOAN BKS		10,000,000.00	0.750	1/27/2026
	1/28/2026	Maturity	3130AKQ82	FEDERAL HOME LOAN BKS		1,500,000.00	0.600	1/28/2026
	1/28/2026	Maturity	3130AKQX7	FEDERAL HOME LOAN BKS		7,000,000.00	0.700	1/28/2026
	1/28/2026	Maturity	3130AKRN8	FEDERAL HOME LOAN BKS		2,000,000.00	0.650	1/28/2026
	1/29/2026	Maturity	3130AKPNO	FEDERAL HOME LOAN BKS		2,000,000.00	0.600	1/29/2026
	1/29/2026	Maturity	3130AKVN3	FEDERAL HOME LOAN BKS		1,000,000.00	0.520	1/29/2026
<b>Total Maturities, Calls &amp; Sales</b>						<b>\$ 64,010,000.00</b>		



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.4**

**DATE:** March 3, 2026  
**TO:** Housing Authority  
**FROM:** Brenda Lopez, Housing Director, (805) 385-8092, [brenda.lopez@oxnard.org](mailto:brenda.lopez@oxnard.org)  
**SUBJECT:** Oxnard Housing Authority's Monthly Investment Report.

**RECOMMENDATION**

That the Oxnard Housing Authority Board of Commissioners receive and file the monthly investment report for the period ending January 2026.

(This item did not originate in Committee.)

**BACKGROUND**

The Oxnard Housing Authority's (OHA) invests funds in compliance with California Government Code Section 53600 et seq., and the OHA's Investment Policy. This report follows the guidelines established in the California Government Code section 53646 and the OHA's adopted Investment Policy, which was most recently adopted by the Oxnard Housing Authority Board of Commissioners (Board) on July 15, 2025. The Investment Policy requires the OHA to submit a monthly transaction report to the Board.

**DISCUSSION**

In recent history, the OHA has invested excess cash utilizing a combination of in-house efforts and an outside agent Local Agency Investment Fund (LAIF), which is permitted by the Department of Housing and Urban Development (HUD) and State law. This practice minimizes risk (safety), ensures easy access to funds (liquidity), and generates reasonable returns (yield), in that order. LAIF is very flexible. Funds can be deposited and/or withdrawn daily. This has made the OHA's cash management much more effective and has proven to be a valuable investment and cash management tool for the OHA.

All of the OHA's investments are managed in compliance with California Government Code 53600 et seq. and the OHA's investment policies and guidelines.

LAIF

LAIF is a voluntary investment program created by statute, as an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer. LAIF is part of the Pooled Money Investment Account (PMIA).

As of the period ending January 31, 2026, the fund balance held in LAIF was \$22,415,200.60 compared to \$22,182,655.18 for the period ending December 31, 2025. The funds in LAIF are allocated over 10 accounts. The various accounts represent each of the OHA's major funds (i.e. Public Housing (PH), Housing Choice Voucher (HCV), Central Fund Reserve). During the month of January, the only transaction posted was in the amount of \$232,545.42, which was for interest earned for the previous quarter ending December 31, 2025, and allocated based on balances per fund. There

were no deposits or withdrawal transactions from LAIF in January 2026. The investment position for each fund is summarized in the table below.

On January 31, 2026, the LAIF quarterly apportionment rate was 3.931%, compared to 4.025% for the period ending December 31, 2025.

Account Description (Program)	Beginning Balance	Current Period Adjustments	Interest Earned/Applied	Ending Balance (01/31/2026)
Public Housing Reserve	\$13,619,337.01	\$0	\$142,774.39	\$13,762,111.40
PH Investments-Restricted FSS	\$131,187.74	\$0	\$1,375.23	\$132,562.97
HCV AF Reserve	\$2,805,946.92	\$0	\$29,415.34	\$2,835,362.26
HCV Investments-Restricted FSS	\$532,079.89	\$0	\$5,577.90	\$537,657.79
FSS EFA (forfeitures)	\$55,157.89	\$0	\$578.23	\$55,736.12
PH Restricted for current liability	\$1,654,397.99	\$0	\$17,343.40	\$1,671,741.39
Central Fund	\$1,970,987.64	\$0	\$20,662.28	\$1,991,649.92
Capfund	\$551,174.34	\$0	\$5,778.08	\$556,952.42
NSP	\$330,648.10	\$0	\$3,466.25	\$334,114.35
201sd	\$531,737.66	\$0	\$5,574.32	\$537,311.98
TOTAL	\$22,182,655. 18	\$0	\$232,545.42	\$22,415,200.60

The OHA’s LAIF monthly statement for the period ending January 31, 2026, is attached to this report. (Attachment 1)

**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: Brenda Lopez, Housing Director*

**ATTACHMENTS**


1. LAIF Monthly Statement for Period Ending January 31, 2026

**Investment Report  
for the month Ended in January 31, 2026**

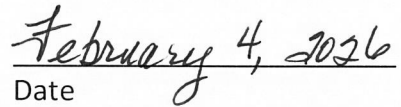
**Oxnard Housing Authority**

All investment transactions have been executed in accordance with the criteria stated in the Oxnard Housing Authority's Investment Policy Resolution No. 1353 adopted by the Board on July 15, 2025.

Investments have been made in compliance with the California Government Code, Department of Housing and Urban Development Regulations, the Housing Authorities Law (California Health and Safety Code) and in accordance with the Oxnard Housing Authority's Investment Policy. The Local Agency Investment Fund (LAIF) provides the market value and individual monthly statement reports for negotiable instruments held in safekeeping included in this report. 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.

  
Rhonda Hodge

Housing Finance Officer  
Oxnard Housing Authority

  
Date

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

February 02, 2026

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

OXNARD HOUSING AUTHORITY

HOUSING FINANCE OFFICER  
435 SOUTH D STREET  
OXNARD, CA 93030

[Tran Type Definitions](#)



January 2026 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/15/2026	1/15/2026	QRD	1791949	N/A	SYSTEM	232,545.42

**Account Summary**

Total Deposit:	232,545.42	Beginning Balance:	22,182,655.18
Total Withdrawal:	0.00	Ending Balance:	22,415,200.60



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.5**

**DATE:** March 3, 2026  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Amend Approval of Term Date to Agreement 32600264 with Carollo Engineers, Inc. for Construction Management services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II Project PW 26-21.

**RECOMMENDATION**

That the City Council amend the approval of the term date of Agreement 32600264 with Carollo Engineers, Inc. to a term of two years, from January 6, 2026, to January 5, 2028.

(This item did not originate in Committee as this item was previously approved by the City Council on January 6, 2026)

**BACKGROUND**

On January 6, 2026, the City Council approved agreement 32600264 with Carollo Engineers, Inc. for an initial term of three years from January 6, 2026, to January 5, 2029, with an option to extend for two consecutive one-year period extensions ending January 5, 2031, for a total amount not to exceed \$240,120.00 for construction management services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II Project PW 26-21.

**Capital Improvement Program (CIP) Reference:**

Project No. **C2402** - Secondary Sedimentation Tank Mechanical Equipment Replacement - CIP 2025-2029 - Adopted June 4, 2024 – Page 156.

**DISCUSSION**

The Request for Proposal (RFP) PW 26-21 for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II Project specified an agreement term of two years, and the agreement was drafted to reflect this two-year term. The agreement, with this defined term, was attached to the January 6, 2026, staff report. However, the associated staff report presented to City Council incorrectly identified the agreement term as five years in the "Recommendation" section of the staff report. This discrepancy was the result of an administrative oversight and does not reflect the intent of the RFP or the executed agreement. The Public Works Department is bringing this item forward to correct the record and clarify that the approved agreement term is two years, consistent with RFP PW 26-21 and agreement documents.

**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 fiscal impact for approval of this item. The City Council's prior action on January 6, 2026, provided approval for the financial impact.

### **COMMITTEE OUTCOME**

This item did not originate in Committee as this item was previously approved by the City Council on January 6, 2026.

*Prepared by: Jan Hauser, Wastewater Division Manager, Luis Ortega, Management Analyst*

### **ATTACHMENTS**

1. Agreement 32600264 Approved by Council on January 6, 2026
2. January 6, 2026 Staff Report

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.**

**By This Professional Services Agreement** (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of Carollo Engineers, 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.**

The consultant shall monitor project activities for the Secondary Sedimentation Tank Mechanical Equipment Replacement Project tanks 7, 8, 9, and 10. Work activities to be completed by the contractor are listed on the scope of services exhibit.

**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.

Carollo Engineers, Inc. a corporation of the State of Delaware, located at 2795 Mitchell Drive, Walnut Creek, California 94598

**4. TERM OF AGREEMENT:** From: January 6, 2026 To: January 5, 2028

- A. Time is of the essence in this Agreement
- B. This Agreement does not have any options to extend.
- C. This Agreement shall not exceed a total of two (2) 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:** \$240,120.00

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
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: [RESERVED]
- Exhibit E: Living Wage Policy
- Exhibit F: 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:

<p>City Designated Representative  Name: Jorge Espinoza  Title: Project Manager  Phone: (805) 200-5415  Email: jorge.espinoza@oxnard.org  Address: 6001 Perkins Road, Oxnard, CA 93030</p>	<p>Consultant Designated Representative  Name: Eric Mills  Title: Client Services Director/Sr. Vice President  Phone: (213) 279-3305/ (626)241-3586  Email: emills@carollo.com  Address: 707 Wilshire Blvd. Suite 3290 Los Angeles, CA 90017</p>
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8. **CONTRACTUAL PREREQUISTIES.** 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 City.

- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. 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 the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

**10. COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is 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.

**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](mailto: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. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

**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 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; 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 E” 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 “F” 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 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 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.

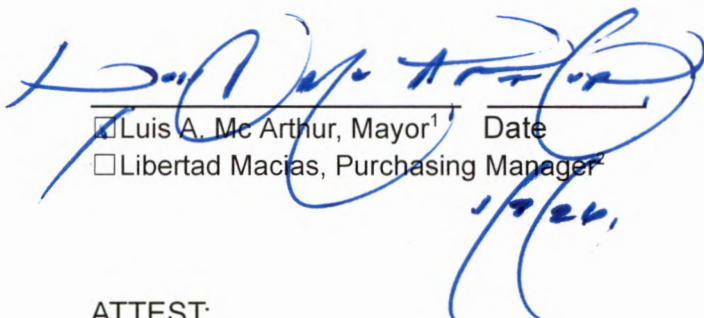
**49. ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.


**[Signatures on next page]**

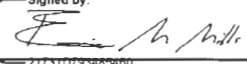
**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

**CITY OF OXNARD**

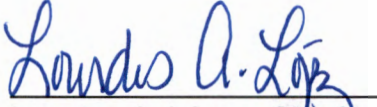
**CAROLLO ENGINEERS, INC.**

  
 Luis A. Mc Arthur, Mayor<sup>1</sup>      Date  
 Libertad Macias, Purchasing Manager

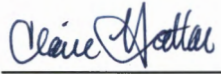
Signed by:  
      12/29/2025 | 10:37 AM PST  
6C56D02E569D487  
 Matthieu Roussillon, Vice President      Date

Signed by:  
      12/29/2025 | 10:45 AM PST  
217310733482460  
 Eric M. Mills, Senior Vice President<sup>3</sup>      Date

ATTEST:

      1/7/2026  
 Lourdes A. López, City Clerk      Date  
 (only if Mayor authorizes)

APPROVED AS TO FORM:

 for      12/30/2025  
 Stephen M. Fischer,      Date  
 City Attorney (always required)

<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$220,000.  
<sup>2</sup> The Purchasing Agent may execute any authorized agreement up to \$220,000.  
<sup>3</sup> The City requires the following for any contract:  
 • For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;  
 • For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or  
 • For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.  
 If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

## EXHIBIT A

### PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, INC.)

#### SCOPE OF SERVICES

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**PROJECT MANAGER:** Jorge Espinoza, Project Manager, [jorge.espinoza@oxnard.org](mailto:jorge.espinoza@oxnard.org)  
(805) 200-5415

#### 6.0 GOALS / OBJECTIVES:

The primary objectives of the project include, but are not limited to the following:

- Coordinate with the City's Project Manager on the Project at all times and be the point of contact for the Contractors.
- Develop the pre-construction meeting agenda and lead the meeting, notifying all parties prior to the meeting of the time and location of the meeting.
- Coordinate with the Contractor prior to mobilization and coordinate a pre-construction field meeting.
- Develop the biweekly project progress meeting agendas and hold project progress meetings.
- Maintain all document management control logs of RFIs, Submittals, Potential Change Orders, etc. on a web-based document management system. Develop digital copies of all project documentation at the end of each project and submit them to the City's Project Manager.
- Submit and coordinate all Contractors' submittals with the Engineer of Record for approval prior to construction.
- Perform daily inspection of the entire construction process, ensuring conformance with the Contract Documents full-time when the Contractor is on-site.
- Record all deficiency work and coordinate the corrective work with the Contractor if needed.
- Review all Contractor Change Order Requests against the Contract Documents for entitlement. Provide recommendation of acceptance.
  - If entitlement has been recommended, review all Contractor Change Order Requests hereafter, for general accuracy, compliance with City's General Provisions specification and industry standards regarding format, pricing and overhead percentages.
- Review and process the Contractor's pay requests.
- Review Contractors Project Schedule and provide recommendations for acceptance or revisions.
- Review As-Built / Record drawings as developed by the Contractor for accuracy and approve for submittal to design engineer.

- Review and process O&M and spare parts with Contractor and City Staff.

## 7.0 SCOPE OF SERVICES:

### Task 1 Program Management

1. **Project Management:** The purpose of this task is to establish and maintain effective project management and communication throughout the project. The CM (CONSULTANT) shall coordinate all work efforts of the Project Team including representatives from the City and shall facilitate regular Project progress meetings and provide regular updates on the Project status and budget. The CONSULTANT shall become familiar with City processes, procedures, and objectives to provide services and assistance as directed by City staff. The CONSULTANT shall work under the direction of the City Project Manager, develop and maintain open lines of communications and cooperation between City staff, CONSULTANT staff, contractors, and the public.
2. **Project Kick-off Meeting:** At the commencement of the Project, the CONSULTANT shall facilitate a "kick-off" meeting with the City to discuss the scope and parameters of the Project. The CONSULTANT shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the Project Manager. Specific Project goals will be identified and a strategy to accomplish these goals will be developed during the kick-off meeting. The CONSULTANT shall prepare and distribute meeting minutes.
3. **Progress Meetings:** The CONSULTANT shall conduct bi-weekly progress meetings with the City for the duration of the project. The CONSULTANT shall prepare an agenda that will include topics such as safety, RFI, submittals, change order, schedule, and construction progress. The CONSULTANT shall be responsible for preparing and distributing meeting minutes from each meeting. Meeting minutes shall be in a format acceptable to the City's Project Manager. Project progress meetings will be held at the Oxnard Wastewater Treatment Plant. At least monthly, the CONSULTANT will present a summary of the monthly progress reports and discuss outstanding or upcoming project issues with the City.
4. **Monthly Invoicing:** The CONSULTANT shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager.
5. **Consultant Staffing:** The CONSULTANT shall provide appropriate staffing to accommodate the needs of the project.

**Task 2 – Construction Administration**

The CONSULTANT shall provide a project manager (PM) to provide construction administration and direct contractor activities whenever the contractor is working onsite. If the PM meets the certification requirements for the specialty inspectors, the PM may perform inspections, provided that the specialty inspections do not interfere with the primary resident engineering tasks. The PM shall be certified by the International Code Council (ICC) for any inspections they perform. For budgetary purposes, the CONSULTANT shall assume that the PM shall be dedicated full time for the duration of the project. The Construction Administration tasks are described below.

A. **Contract Administration:** The CONSULTANT shall have the responsibility for the daily management of the construction project. The CONSULTANT shall provide and coordinate construction management services of the following activities.

- **Administration:** The CONSULTANT shall administer construction contracts and provide technical Construction Management support to City staff to facilitate completion of projects.
- **Contractor Communication:** CONSULTANT shall provide effective written and oral communication to the contractor and other stakeholders in the administration of the contract. CONSULTANT shall provide for timely, thorough, clear, effective and responsible communications to Requests for Information (RFIs), Requests for Change (RFCs), Requests for Proposal (RFPs), submittals, and other miscellaneous correspondence. CONSULTANT shall receive, log, and track requests for information. CONSULTANT shall provide a technical review of RFIs to determine if the issue is addressed adequately. CONSULTANT shall respond where the RFI can be addressed in the Contract Documents. If the contract documents are not clear, the CONSULTANT shall forward RFIs to the Design CONSULTANT. RFIs responded by the designer shall be tracked for a timely response. CONSULTANT shall develop a project directory of key consulting and contractor personnel working on the project.
- **Quality Assurance:** CONSULTANT shall manage the Contractor’s Quality Assurance.
- **Substitution Requests:** CONSULTANT shall evaluate requests for material and equipment substitutions and changes based on compliance with contract specifications and taking into account the impacts to cost and schedule. Based upon the CONSULTANT’S evaluation of the request for substitutions, the CONSULTANT shall inform the PM and Engineer of Record of the substitution request and request an evaluation and decision of the merits of the substitution.

- **Resource Loading:** CONSULTANT shall monitor the contractor's resource loading and advise on corrective actions needed to maintain schedule.
  - **Submittal Review/Logging:** CONSULTANT shall receive, respond, log, and track submittals. If the contract documents are not clear, the CONSULTANT shall forward submittals to the Engineer of Record. Submittals responded by the designer shall be tracked for a timely response.
  - **Project Meetings:** The CONSULTANT shall conduct weekly job site construction meetings involving the project team and maintain action items, minutes of said meetings and compliance with the contract provisions. Maintain and distribute meeting minutes within two (2) working days.
- B. **Safety and Security Monitoring:** Contractor is responsible for enforcing its safety program on its employees and subcontractors' employees. It is the CONSULTANT'S responsibility to monitor, enforce safety, and promote a safe overall environment for all workers and visitors to the project site. Safety shall comply with all Federal, State and locally accepted safety regulations and measures including.
- **Safety:** The CONSULTANT shall be responsible for providing all necessary personal protective equipment (PPE) including hard hats, vests, footwear, lights and other safety equipment for the CONSULTANT Team. The CONSULTANT shall prepare a safety plan for the CONSULTANT team.
  - **Job Site Security Verification:** Routinely check job site security and measures taken to protect the public from hazards.
  - **Emergency Response Plan Review:** Review Contractor's emergency response plans. CONSULTANT shall ensure that Contractor complies with State and Federal requirements but shall not be responsible for defining Contractor's safety programs. CONSULTANT shall notify Contractor of potential unsafe working conditions.
- C. **Environmental Monitoring:** The CONSULTANT shall review and enforce requirements stipulated in permits issued by regulatory agencies and the environmental documents as shown or referenced in the contract documents.
- D. **Controls and Scheduling:** CONSULTANT shall provide comprehensive project scheduling and control expertise as follows:
- **Baseline Schedule Review:** CONSULTANT shall review and comment on contractor's baseline and project schedule critical path, and logic review. CONSULTANT shall ensure that schedule meets all requirements of contract.

- **Progress Schedule Review:** CONSULTANT shall review and monitor contractor's schedule monthly to monitor project progress and detect early delays.
  - **Cost and Budget:** CONSULTANT shall monitor project construction costs, budgets, schedule and maintain current workflow projections.
  - **Reporting:** CONSULTANT shall prepare and distribute monthly construction reports. CONSULTANT shall provide at a minimum:
    - Daily inspection reports
    - Weekly job site meeting minutes
    - Monthly report overview
    - Project cost to date
    - Schedule updates
    - Recommendations to mitigate project delays
  - **Progress Payment Review:** CONSULTANT shall review and approve monthly contractor invoices, verify compliance to all terms and conditions of contract and make payment recommendations. The CONSULTANT shall ensure that the contractor's request for payment does not represent more than the amount for work performed on a monthly basis.
  - **Contract Extensions:** CONSULTANT shall review, analyze, and make recommendations on contractor time extensions/requests.
  - **Miscellaneous Coordination:** CONSULTANT shall coordinate and monitor work to be performed by others.
  - **Project Notice Coordination:** CONSULTANT shall receive and review project notices, and submit to the City with appropriate recommendations.
  - **Monitor Time and Materials Work:** CONSULTANT shall monitor contractor work performed on a time and materials (T&M) basis to ensure that the contractor labor charges are fair and appropriate, and that materials purchased are of quantity and quality necessary to the project, and documented on invoices.
- E. **Cost Estimating:** The CONSULTANT shall maintain a cost estimating system that conforms to industry accepted practices and provide the following:
- **Contractor Proposals:** CONSULTANT shall evaluate contractor cost reduction proposals in accordance with industry cost standards. CONSULTANT shall provide detailed analysis of the contractor's proposal along with a recommended outcome to the Project Manager.
  - **Change Order Review:** The CONSULTANT shall review proposed change orders. The CONSULTANT shall provide a change order review standard that includes a detailed

process, forms, and recommendations of actions to the PM. CONSULTANT'S change order review shall provide additional analysis of both cost and time concurrently. Time impact analysis shall not be deferred to a later time.

F. **Document Control:** The CONSULTANT shall establish a document management system for the following:

- **Filing:** The CONSULTANT shall utilize a filing system. CONSULTANT shall use a web-based document management system as approved by the City. CONSULTANT shall be responsible for the cost of the document management system and training.
- **Claims:** The CONSULTANT shall identify, analyze and prepare construction claims and disputes by assessing or validating entitlement and quantification of damages and promoting a successful resolution within 21 calendar days (assuming the Contractor is cooperative.) The CONSULTANT shall provide associated cost estimates and time impact analysis concurrently for Claims Evaluation.
- **Document Tracking:** All central receipts, control, storage, distribution, indexing and tracking of all documents.
- **Document Managing:** All documents, incoming and outgoing, associated with the construction management activity of all assigned projects, including, but not limited to submittals, requests for information (RFIs), requests for clarifications (RFCs), pay requests, change orders (COs) and correspondence.
- **As-Built Documents Administration:** Maintaining a current set of as- built drawings and specifications.
- **Document Maintenance:** Maintaining all field documents, storing original documentation and furnishing to the City at project completion.

G. **Operations and Maintenance Manuals:** The CONSULTANT shall receive final O&M equipment manuals from the contractor and coordinate their review. Final O&M manuals shall be delivered to the Operations Manager.

H. **Change Order and Claims Management:** The CONSULTANT shall implement a comprehensive claims management program to evaluate change order requests and recommend equitable disposition. When agreement cannot be reached, the CONSULTANT shall support the City's position and assist in formulating a claims defense and participate in resolution including:

- **Document Managing:** Coordinate, assemble and review supporting documentation for change order processing and make final recommendations to City staff.

- **Contractor Request Review:** Review requests of alleged cost increases and/or time impacts for merit concurrently.
- **Change Order Review:** Thoroughly analyze the proposal and develop a negotiating position. When necessitated by variations between contractor price for change and the CONSULTANT'S fair cost estimate CONSULTANT shall negotiate an equitable resolution with guidance from the City's Project Manager.
- **Change Order Expediting:** After the equitable resolution is reached the CONSULTANT shall expedite approval of the negotiated change order.

### **Task 3 – Inspection**

The CONSULTANT shall provide inspection services and monitoring of construction to ensure construction is in compliance with the project construction documents. The CONSULTANT'S resident engineer and inspection staff shall verify construction compliance and Quality Assurance Quality Control with applicable permits, codes, construction documents and any environmental mitigation. CONSULTANT shall maintain redline as-builts on a monthly basis.

#### **1. Daily and Weekly Documentation:**

- **Documentation of Construction Activities:** Provide documentation of construction activities, duration of activities, labor resources, and equipment allocation.
- **Construction Reporting:** Provide daily construction activity reports, labor resources, on-site equipment, and work conditions.
- **Non-Conformance Reporting:** Provide non-conformance reports.
- **Photographic Records:** Provide weekly photographic/digital records of the project during construction.

2. **Civil Inspections:** The CONSULTANT shall provide qualified inspectors for all improvements to inspect, monitor, and report on construction improvements. The Civil Inspector shall be certified by the International Code Council (ICC). Civil inspections shall include:

- Site improvements
- Excavation and dig outs
- Pipeline construction
- Manhole construction
- Pavement reconstruction
- Concrete work
- Striping
- Utility adjustment

- Coordination of soil sampling and testing
- Specialty inspection services (coatings, grouting and high strength bolt testing)
- Field Testing: Witness field tests and startup procedures for electrical equipment.

3. **Storm Water Pollution Prevention Plan Inspection:**

- Review contractor's site-specific SWPPPs for compliance with applicable regulations.
- Monitor contractor's activities regarding pollution prevention controls and activities for general compliance with the contractor's SWPPP Best Management Practice (BMP). The contractor is responsible for means and methods for complying with BMP's. The SWPPP inspector shall notify contractor and the City if the pollution prevention controls are in or out of compliance with the SWPPP.

**Task 4 – Construction Closeout**

The CONSULTANT shall manage the turnover of the assigned project to the City, including contract closeout, management of warranty period activities and demobilization of CONSULTANT staff including:

A. **Site Closeout:** The CONSULTANT shall budget under the Task 3 Construction Administration budget to close out construction and oversee demobilization at each site. Site Closeout tasks shall include:

- **Site Final Walk-Through:** Coordinate and conduct a site final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion.
- **Site Punch List:** Develop site punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
- **Site Record Drawing Preparation:** Verify and deliver contractor as-built marked up drawings for record drawing preparation within 14 calendar days of site substantial completion.
- **Site Permitting:** Monitor permit and agency sign-offs within 14 calendar days of substantial completion.
- **Site Final Reporting:** Prepare site summary report in accordance with the City within 7 days of final completion.
- **Site Documentation Turnover:** Turnover site project files, contract, correspondence, and documentation within 14 calendar days of final completion.

- **Site Warranty Coordination:** The CONSULTANT shall prepare a list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
  - **Site Demobilization:** Demobilize the CONSULTANT staff and facilities in accordance with agreed upon plan.
- B. **Construction Contract Close Out:** The CONSULTANT shall oversee the contract closeout process and assist in resolving O&M service disputes. The CONSULTANT shall budget under the Task 3 budget for Construction Contract Close Out. The closeout shall entail sign offs by responsible parties and include:
- **Project-wide Final Walk-Through:** Coordinate and conduct a final walk-through to verify completion of contract and all related items of work within 7 days of substantial completion. The final walk-through shall be extended to include relevant City Departments and Divisions.
  - **Project-wide Punch List:** Develop punch list and verify completion and obtain final documentation and releases within 7 days of substantial completion.
  - **Project-wide Record Drawing Review and Corrections:** Review record drawings prepared by the Design Engineer or contractor as-built marked up drawings delivered for each site for correctness and consistency within 14 calendar days of substantial completion.
  - **Final Payment/Close-Out Change Order Review:** Review final payment and close out change orders within 7 days of substantial completion.
  - **Permitting:** Confirm that all permits are in place within 14 calendar days of substantial completion.
  - **Final Reporting:** Prepare final summary report in accordance with the City within 7 days of final completion.
  - **Documentation Turnover:** Turnover project files, contract, correspondence, and documentation within 14 calendar days of final completion.
  - **Project Warranty Coordination:** The CONSULTANT shall review and updated as needed the list of warranty items, warranty period, and warranty repair procedures, and turn over to the City's Project Manager.
  - **Final Demobilization:** Demobilize the CONSULTANT staff and facilities in accordance with the agreed upon plan.

**EXHIBIT B**

**PROFESSIONAL SERVICE AGREEMENT  
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)**

**SCHEDULE OF COMPENSATION**

**Carollo Fee Estimate**

Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II

Task Description	Principal Construction Manager / PIC	Construction Manager	Resident Project representative	Lead Inspector / E&C Inspector	TOTAL HOURS	Labor Fee	Specialty Inspection - Allowance	Other Direct Costs (ODCs)	Markup on ODCs and Subconsultants	TOTAL PROJECT FEE
<i>Hourly Billing Rate</i>	\$335	\$285	\$278	\$244					10%	
Task 1 - Pre-Construction Management Services	0	50	80	0	130	\$36,490	\$0	\$0	\$0	\$36,490
Task 2 - Construction Management Services	0	160	160	200	520	\$138,880	\$20,000	\$25,000	\$4,500	\$188,380
Task 3 - Post-Construction Management Services	0	34	20	0	54	\$15,250	\$0	\$0	\$0	\$15,250
<b>TOTAL</b>	<b>0</b>	<b>244</b>	<b>260</b>	<b>200</b>	<b>704</b>	<b>\$190,620</b>	<b>\$20,000</b>	<b>\$25,000</b>	<b>\$4,500</b>	<b>\$240,120</b>

**Estimated Level of Effort**

Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II

Task Description	Principal Construction Manager	Construction Manager	Resident Project representative	Lead Inspector	TOTAL HOURS
Task 1 - Pre-Construction Management Services	0	50	80	0	130
Task 2 - Construction Management Services	0	160	160	200	520
Task 3 - Post-Construction Management Services	0	34	20	0	54
<b>TOTAL</b>	<b>0</b>	<b>244</b>	<b>260</b>	<b>200</b>	<b>704</b>

Staff	2025		2026										
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Construction Manager	10	10	10	10	10	10	10	10	10	10	10	10	10
Resident Engineer	10	10	20	20	20	10	10	10	10	10	10	10	10
EI&C Inspector	-	-	-	-	20	20	20	10	10	10	10	10	10

Staff	2027												TOTAL
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Construction Manager	10	10	10	10	10	10	10	10	10	10	10	4	244
Resident Engineer	10	10	10	10	10	10	10	10	10	10	-	-	260
EI&C Inspector	10	10	10	10	10	10	10	10	-	-	-	-	200

**Carollo Engineers, Inc.  
City of Oxnard  
Construction Management Services  
2025 Fee Schedule**

<u>Construction Management</u>	<u>Hourly Rates</u>
Senior Construction Managers	\$332.00 to \$363.00
Principal Construction Managers	\$343.00 to \$380.00
Construction Managers	\$323.00 to \$353.00
Resident Project Representative	\$294.00 to \$321.00
Lead Inspectors	\$252.00 to \$275.00
Operations Lead	\$348.00 to \$380.00
Field Professional	\$232.00 to \$254.00
Lead Professional	\$245.00 to \$267.00
 <u>Support Staff</u>	
Document Processing / Clerical	\$115.00 to \$125.00
 <u>Other Direct Expenses – Not Included in Hourly Rates</u>	
Travel and Subsistence	At Cost
Mileage at IRS Reimbursement Rate	\$.70 per mile or current IRS rate
Subconsultants	Cost + 10%
Other Direct Costs (Printing, office supplies, reproduction)	Cost + 10%
Expert Witness	Rate x 2.0

**EXHIBIT C**

**PROFESSIONAL SERVICES AGREEMENT  
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)**

**INSURANCE REQUIREMENTS**

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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.

**ATTACHED CITY'S INSURANCE FORM HERE:  
INS-A**

Exhibit INS-A

**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](mailto: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

<b>ACORD CERTIFICATE OF INSURANCE</b>			ISSUE DATE (MM/DD/YY)		
<b>PRODUCER</b>		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	<b>COMPANIES AFFORDING INSURANCE COVERAGE</b>			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
<b>COVERAGES</b> 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.					
CD 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] OWNERS & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMPOP 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 & limited sub-consultant \$500,000
DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES RESTRICTIONS SPECIAL ITEMS					
<b>CERTIFICATE HOLDER</b> CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 8210 Indianapolis, Indiana 462580-4298 US			<b>CANCELLATION</b> 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		





**EXHIBIT D**  
**[RESERVED]**

## **EXHIBIT E**

### **PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, 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 E. 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, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, 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 F

### PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and CAROLLO ENGINEERS, 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.



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.5**

**DATE:** January 6, 2026  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Agreement 32600264 with Carollo Engineers, Inc. for Construction Management services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II Project PW 26-21.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of three years from January 6, 2026, to January 5, 2029, with an option to extend for two consecutive one-year period extensions ending January 5, 2031, for a total amount not to exceed \$240,120.00 for construction management services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II Project PW 26-21.

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

**BACKGROUND**

The City of Oxnard owns and operates a Water Resource Recovery Facility (WRRF) located at 6001 Perkins Road in Oxnard, California. The facility is a conventional secondary treatment, activated sludge plant, with a design capacity of 31.7 million gallons per day (MGD). The liquid stream processes at the WRRF include screening, grit removal and pumping, primary clarification, interstage pumping, trickling filters, activated sludge treatment, secondary settling, flow equalization, disinfection, and effluent pumping.

The WRRF contains 18 secondary sedimentation tanks (SSTs). Constructed in 1988 and identified in the 2017 Public Works Integrated Master Plan, the mechanical equipment for SST's has exceeded its expected useful life of 25-30 years. Due to redundancy in the system and the large amount of construction at the WRRF, the Secondary Sedimentation Tank Mechanical Equipment Replacement requires a phased approach. Phase I of the project was completed in February of 2025. Phase II of the project includes the replacement of mechanical equipment in tanks 7 through 10 of the 18 SST's. Subsequent projects will occur on an annual basis, allowing continued operation and avoiding failure of equipment across all of the SST's over a period of time.

On October 21, 2025, the City Council approved Agreement 32600135 with GSE Construction Company, Inc. for Secondary Sedimentation Tank Mechanical Equipment Replacement (Phase II). Work under agreement 32600135 began in November 2025 and is estimated to continue into November 2026.

This Capital Improvement Project is large and complex enough that the services of a full-time, professional Construction Management (CM) firm is required. Since the construction project will be done while the wastewater plant stays in operation 24/7/365, a full-time CM presence is necessary and the current City staffing level does not afford that while keeping up with the other CIP workload. The role of the CM firm is to assist the City with the management of the contractor and project construction. Specifically, the CM will oversee the project schedule, budget and documentation; inspect all construction activities; work with the city and engineer-of-record to resolve construction issues; and manage the close-out of the project.

**Capital Improvement Program (CIP) Reference:**

Project No. **C2402** - Secondary Sedimentation Tank Mechanical Equipment Replacement - CIP 2025-2029 - Adopted June 4, 2024 – Page 156.

**DISCUSSION**

On September 22, 2025, the Purchasing Department released a Request for Proposal (RFP) 26-21 for Construction Management services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II. The RFP was directly sent to 31 potential firms and published on [www.PublicPurchase.com](http://www.PublicPurchase.com) as well as the City’s website. The solicitation closed on October 23, 2025, and a total of three proposals were received.

An evaluation team, consisting of two Utility Project Managers and one Public Works Project Manager, reviewed and scored the submitted proposals. The evaluation team determined that Carollo Engineers, Inc. was the highest-ranked and most qualified firm to complete the scope of services. The selection was based on comprehensive scoring criteria, including company profile & qualifications, assigned staff, project experience, project approach and understanding, level of effort, and overall responsiveness. Additionally, the awarded consultant meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

Carollo is highly qualified to complete the Construction Management and Inspection services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II. They have impressive qualifications and experience wastewater construction projects. Carollo’s scope includes project management, data review, condition assessment, and construction phase services such as QA/QC, construction oversight, design clarification, review of submittals, and cost and schedule management.

**STRATEGIC PRIORITIES**

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

**FINANCIAL IMPACT**

The total cost for this Agreement with Carollo Engineers, Inc. for Construction Management services for the Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II shall not exceed \$240,120.00 over the five-year term, if extended. There are sufficient budgeted funds available in this Project (C2402) in the Wastewater Capital Fund (612), funded from the Wastewater Fund (611), to cover this project cost. The following table shows the available project balance by fund prior to the January 6, 2026, City Council Meeting and associated project staff reports.

<b>Project</b>	<b>Funding Source</b>	<b>Available Budget</b>
Secondary Sedimentation Tank Mechanical Equipment Replacement Phase II (C2402)	611 Wastewater Operating Fund	\$2,251,314
<b>TOTAL</b>		<b>\$2,251,314</b>

**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, Jan Hauser, Wastewater Division Manager*

**ATTACHMENTS**

1. Agreement 32600264



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.6**

**DATE:** March 3, 2026  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Adoption of Ordinance No. 3075 Cross-Connection Control and Backflow Prevention.

**RECOMMENDATION**

That the City Council adopt Ordinance No. 3075 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ARTICLE IV OF CHAPTER 22 OF THE CITY CODE IN ITS ENTIRETY PERTAINING TO THE REGULATION OF CROSS-CONNECTION AND BACKFLOW STANDARDS."

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on February 3, 2026.)

**BACKGROUND**

On February 3, 2026, the City Council approved the first reading by title only of Ordinance No. 3075. The Ordinance will be effective 30 days after the adoption date by Council.

The following staff report is the same as written for the February 3, 2026 agenda item:

The State Water Resources Control Board ("SWRCB") requires all potable water systems to follow the cross-connection protection mandates set forth in the Cross-Connection Control Policy Handbook. A cross-connection is an interconnection between a potable (aka drinking) water supply and a non-potable source via any connection or structural arrangement between a public water system ("PWS") and any source or distribution system containing liquid, gas, or other substances not from an approved water supply. Bypass arrangements, jumper connections, removable sections, improperly installed swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered to be cross-connections. Backflow is the undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a PWS. It is industry standard to utilize backflow prevention assemblies to protect the potable water distribution systems. The assemblies prevent water that has been delivered to a customer through a water meter from re-entering the cityside of the water system, thus protecting the City's system and other City water customers from contamination and pollution.

The purpose of the Cross-Connection Program is the protection of public health through the establishment of standards intended to ensure a PWS is protected against contamination or pollution by:

- Isolating the PWS from actual or potential cross-connections that may occur because of undiscovered or unauthorized connections;
- Eliminating existing connections between the PWS and other sources of water that are not approved as safe and potable for human consumption;
- Eliminating cross-connections between drinking water systems and other sources of water or process water used for any purpose whatsoever that jeopardize the safety of the PWS;
- Preventing future cross-connections; and

- Protecting the PWS from plumbing defects or cross-connections that may endanger the drinking water supply.

On April 19, 1966, City Council adopted City Ordinance 1009, which established the City’s Cross-Connection Program. Additionally, the intent of ordinance 1009 was to recognize varying degrees of hazard and to apply the principle that the degree of protection should be commensurate with the degree of hazard.

On July 13, 2004, City Council adopted Oxnard City Ordinance 2661 which amended the City code regarding contamination prevention and water security programs and established certain fees and charges for these programs.

On July 11, 2017, City Council adopted Oxnard City Ordinance 2921. This ordinance amended fees and penalties for failing to comply with the ordinance above.

## DISCUSSION

The SWRCB previously regulated Cross-Connection Programs under the California Code of Regulations Title 17, amended to CCR Title 22 and pursuant with the Safe Water Drinking Act. The California Cross Connection Policy Handbook (“CCCPH”), adopted by the State December 19, 2023, and effective on July 1, 2024, is the primary enforcement and regulatory authority for cross-connection control and backflow prevention of public water systems.

With the most recent adoption of the CCCPH, there are regulatory changes and mandates that affect all Cross-Connection Control Programs. Most notably, the changes impacting the City of Oxnard’s current ordinance are:

- CCCPH 3.1.1 (a) ((1)) Operating Rules or Ordinances
  - “The public water system’s legal authority to implement corrective actions due to noncompliance in one of the following ways:
    - Deny or discontinue water service to a water user,
    - Install, inspect field test, and/or maintain a backflow prevention assembly (BPA) at a water user’s premises, or
    - Otherwise address in a timely manner a failure to comply with the CCCPH
- CCCPH 3.1.1 ((2)) Cross-Connection Control Program Coordinator
  - For PWS with more than 3,000 service connections the Cross-Connection Control Program Coordinator must be a cross-connection control specialist.
- CCCPH 3.1.1.3 Hazard Assessments
  - The Public Water System (PWS) must survey its service area and conduct hazard assessments per Article 2 of this Chapter (CCCPH 3) that identifies actual or potential cross-connection hazards, degree of hazard, and any backflow protection needed.
- CCCPH 3.1.1.3 (9) Public Outreach and Education
  - The PWS must implement a cross-connection control public outreach program and education program element that includes educating staff, customers, and the community about backflow protection and cross-connection control. The PWS may implement this requirement through a variety of methods which may include providing information on cross-connection control and backflow in periodic water bill inserts, pamphlet distribution, new customer documentation, email, and consumer confidence reports.

In order to comply with the CCCPH, the City Attorney's Office and Water Division have developed an Ordinance that complies with the State’s regulatory standards. The City’s proposed Ordinance, which amends Article IV of Chapter 22 of the Oxnard City Code pertaining to the regulation of cross-connection and backflow standards, has been submitted to and reviewed by SWRCB.

A summary of the key changes from the existing Ordinance (2661) that was based on California Code of Regulations Title 17 to the proposed Ordinance, based on the CCCPH are:

- Previous ordinance 2661 relied on adopted California Department of Health Services (CDHS) rules and California Uniform Plumbing Code provisions by reference. New ordinance: Makes the Cross-Connection Control Policy Handbook (CCCPH) the core governing standard and states the most current CCCPH (as adopted/amended) must be used.

- Previous ordinance 2661 did not have formal, statewide-mandated elements for public outreach, incident response, local entity coordination to the extent in CCCPH
- Previous ordinance 2661 required surveys of service connections and backflow protection, but the hazard-assessment concept was less explicitly developed and did not include customer/owner must provide access within five (5) business days for a hazard assessment; failure can require air gap or reduced pressure principle backflow prevention assembly protection or termination until access is granted.
- Previous ordinance 2661 required paper reports, per CCCPH guidelines this ordinance requires digital inspection and testing forms that must be uploaded to the Water Division Backflow Portal

Without passage of this ordinance, the Water Division may face increased public health and safety risk and reduced program effectiveness. The SWRCB Division of Drinking Water’s Cross-Connection Control Policy Handbook (CCCPH) states that if a public water system fails to comply, enforcement may include compliance, enforcement, or other corrective actions. While the CCCPH does not specify a fine schedule, any monetary penalties would come from separate enforcement authority under California’s Safe Drinking Water Act—such as administrative penalties that may be assessed up to \$1,000 per day per violation (Health & Safety Code § 116650) and related enforcement tools like compliance orders (Health & Safety Code § 116655).

**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.

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**

There is no direct fiscal impact to approving this Ordinance. The proposed Ordinance, similar to the existing City Ordinance, includes fines and fees to ensure customer compliance and to support the costs associated with the Water Division’s Cross-Connection Program.

**COMMITTEE OUTCOME**

This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on February 3, 2026.

Please click [here](#) to view the Measure M pre-recorded presentation video.

Please click [here](#) to view the February 3, 2026 City Council Meeting recording.

*Prepared by: Chris Peyton, Water Division Manager*

**ATTACHMENTS**

1. Ordinance 3075
2. Existing Ordinance 2661

ORDINANCE NO. 3075

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD  
AMENDING ARTICLE IV OF CHAPTER 22 OF THE CITY CODE IN ITS  
ENTIRETY PERTAINING TO THE REGULATION OF CROSS-  
CONNECTION AND BACKFLOW STANDARDS

WHEREAS, the California Department of Drinking Water requires water service connection to any premises within the City to comply with State cross connection control and backflow regulations; and

WHEREAS, the purpose of this ordinance is to comply with state regulations and protect the public potable water supply from actual or potential cross-connections; and

WHEREAS, cross-connection control standards are governed by the Cross-Connection Policy Handbook and compliance is required for all California Public Water Systems; and

WHEREAS, the Oxnard Water Resources Division has received approval regarding the following rules, regulations and implementation of City cross-connection and backflow standards from the State Water Resources Control Board; and

WHEREAS, this ordinance requires owners of backflow prevention assemblies to adhere to inspections, repairs, and testing by the Oxnard Water Resources Division to insure proper backflow protection and public health; and

WHEREAS, this ordinance includes penalties upon premises where required backflow prevention assemblies are not installed, inspected, or properly maintained; where backflow prevention assemblies are found to have been removed, altered, or rendered inoperative; where unprotected cross-connections or other hazards to the water system are found to exist; and where a required low pressure cut-off prevention assembly is not installed, inspected tested or properly operating and maintained.

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

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance to Chapter 22, Article IV of the City Code as set forth below.

Part 3. Sections 22-70 through 22-78 of Article IV in Chapter 22 of the City Code are repealed in their entirety and replaced with the following code Sections 22-70 through 22-82 as follows:

**Section 22-70. PURPOSE AND INTENT.**

(A) The purpose of this Article is to:

1. Protect the public potable water supply from actual or potential cross-connections by isolating mechanically or physically, contamination or pollution that could backflow or siphon into the water supply system because of some undiscovered or unauthorized cross-connection on the premises;
2. Eliminate existing unprotected connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption or can cause an adverse water quality;
3. Eliminate cross-connections between drinking water systems and other sources of water or process water used for any purpose whatsoever that jeopardize the safety of the potable water supply;
4. Prevent the making of cross-connections in the future;
5. Protect the potable water supply where plumbing defects or cross-connections may endanger the potable water supply available on the premises; and
6. Provide for the maintenance and management of a cross-connection control program that will systematically and effectively prevent the contamination or pollution of all potable water systems.

(B) The intent of this Article is to recognize that there are varying degrees of cross connection hazards and to apply the principle that the degree of protection should be commensurate with the degree of hazard.

**Section 22-71. DEFINITIONS.**

(A) For the purpose of this Article, unless the context clearly requires a different meaning, the words, terms and phrases hereinafter set forth shall have the meaning given them in this section:

1. *Backflow* means an undesired or unintended reversal of flow of water and/or other liquids, gasses, or other substances into a public water system's distribution system or approved water supply.
2. *Backflow Prevention Assembly* means mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.
3. *Cross connection* means any actual or potential connection or structural arrangement between a public, private or consumer's potable water system and any other water source or system through which it is possible to introduce an unapproved potable or non-potable water source into the potable water system. Cross connections include bypass arrangements, jumper connections, removable sections, swivel or changeover devices, and other assemblies (temporary or permanent) through which or because of which backflow can occur and that are used in conjunction with backflow prevention.

4. *Cross-Connection Control Policy Handbook (CCCPH)* contains the State of California's regulations pertaining to cross-connection control standards that are applicable to all California Public Water Systems. The most current adopted or as amended CCCPH shall be used in conjunction with this ordinance.
5. *Customer*, as also defined in Section 22-1(F), means Any person applying for water service and responsible for payment of waterbills.
6. *Oxnard Water Resources Division*, as also defined in Section 22-1(R), means the authorized and enforcing owner of the public water system subject to this Article.
7. *Public Water System (PWS)* A system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year. (Health & Safety Code 116275 (h))
8. *Backflow Portal* means a website where required *certifications* shall be uploaded at <https://www.oxnard.gov/public-works/water/backflow-prevention>

**Section 22-72. COMPLIANCE REQUIRED.**

- (A) All water service connections to any property or premise served by the Oxnard Water Resources Division shall be installed and maintained in accordance with state regulations and the provisions of this Article.
- (B) If any backflow prevention assembly on a property or premise is not in compliance with testing and inspection requirements as set forth in the CCCPH, then the Oxnard Water Resources Division may terminate all water service to the property.

**Section 22-73. CROSS CONNECTION CONTROL STANDARDS.**

- (A) Health and Safety Code section 116555.5 mandates that the Cross-Connection Control Policy Handbook and its standards apply to all California Public Water Systems, including the City of Oxnard's PWS.
- (B) The State Water Resources Control Board ("Board") is authorized to promulgate rules and regulations governing cross-connections. The City of Oxnard and its Water Resources Division must adhere to and enforce all such rules and regulations promulgated by the Board within its PWS boundaries.
- (C) Cross connections within Oxnard Water Resources Division's service area are required to comply with standards for the design, construction, installation, and maintenance of Backflow Prevention Assemblies as set forth by the CCCPH. The Oxnard Water Resources Division may set forth requirements for protective assemblies based on Hazard Assessments as set forth in Section 22-74(F)(1).

**Section 22-74. INSPECTION OF PROTECTIVE DEVICES AND HAZARD ASSESSMENTS.**

- (A) The Customer and/or the owner of Backflow Prevention Assemblies shall have inspections, repairs and proper testing made of all Backflow Prevention Assemblies installed on their premises annually, unless the Oxnard Water Resources Division deems additional inspections are necessary to ensure proper backflow protection.

1. The Backflow Prevention Assembly installed must be no less protective than that which is commensurate with the degree of hazard at user premises as specified in the CCCPH section 3.2.2 (b).
  2. All inspections, testing, repairs, and replacements shall be completed by a business or individual that possesses a certification stating they are a Certified Tester that is current and in good standing with a certifying organization recognized by the State Water Resources Control Board.
  3. The Backflow Prevention Assembly shall be tested, inspected, repaired, or replaced at the expense of the Customer. The Oxnard Water Resources Division shall follow the requirements for the conducting and reporting of the testing, inspections, repairs, and replacements as set forth in CCCPH section 3.2.2.
  4. The Oxnard Water Resources Division shall verify the qualifications and certification required by the Board for individuals or Businesses authorized to perform inspections, maintenance, repairs, or replacements of Backflow Prevention Assemblies.
- (B) The Oxnard Water Resources Division shall issue an annual notice to the Customer regarding each Backflow Prevention Assembly in order to to arrange for the inspection and testing of each Backflow Prevention Assembly on the premises. The notice will include a \$21 administrative fee, which will be included on the Customer's utility bill. The notice shall include the method to report compliance to the Oxnard Water Resources Division as well as information necessary to arrange for inspection and testing. All inspection reports must be uploaded to the Oxnard Water Resources Division's Backflow Portal website.
- (C) After testing and inspection, and any required maintenance, repairs or replacements, then the certified tester must electronically submit the completed inspection and testing compliance forms to the Oxnard Water Resources Division Backflow Portal website by the due date stated in the annual notice.
- (D) If the certified tester does not upload the completed compliance forms to the Oxnard Water Resources Division Backflow Portal website by the due date stated in the annual notice, then the Oxnard Water Resources Division may issue a notice of first violation, and if the completed compliance forms are not uploaded to the Backflow Portal within the time period stated in the notice of first violation, then a 72-hour notice shall be mailed to the customer and posted at the property or premise at issue, stating that all water services to the property may be terminated within 72 hours of the posted notice, unless the completed compliance forms are uploaded to the Oxnard Water Resources Division Backflow Portal website.
- (E) Compliance with this section shall occur when the Oxnard Water Resources Division receives both the completed and in compliance inspection form in the Oxnard Water Resources Division Backflow Portal and payment of the annual inspection fee.
- (F) If the Customer fails to comply with the provisions of this Article, then the Oxnard Water Resources Division may authorize certified City employees or a certified third party service provider to perform inspections, maintenance, repairs, replacements and related testing services, to ensure the Backflow Prevention Assembly is compliant with this Article. All costs incurred by the City due to the Customer's failure to comply with the provisions of this Article shall be the sole responsibility of the Customer, and such costs shall be billed to the Customer on their monthly utility bill. Per Article 2 Section 3.2.1(a) of the CCCPH, an initial Hazard

Assessment to evaluate the potential for backflow into the PWS must be conducted by the Oxnard Water Resources Division. The assessment will include inspection of the Customer premises within its system service area to identify potential hazards to the PWS.

1. The Hazard Assessment must consider the following:
  - i. (1) The existence of cross-connections;
  - ii. (2) the type and use of materials handled and present, or likely to be, on the user premises;
  - iii. (3) the degree of piping system complexity and accessibility;
  - iv. (4) access to auxiliary water supplies, pumping systems, or pressure systems;
  - v. (5) distribution system conditions that increase the likelihood of a backflow event (e.g., hydraulic gradient differences impacted by main breaks and high water demand situations, multiple service connections that may result in flow-through conditions, etc.);
  - vi. (6) user premises accessibility;
  - vii. (7) any previous backflow incidents on the user premises; and
  - viii. (8) the requirements and information provided in the CCCPH.
2. If a Customer fails to comply with the provisions of this Article, and the Oxnard Water Resources Division determines that it must perform certified testing services, the Division shall mail a notice of such determination, and within five (5) business days from the date of the notice, customer and/or registered owner shall provide access to the property, premise, building or facility in order for the Division to conduct a Hazard Assessment pursuant to Section 22-74(F)(1). Failure to provide access will require backflow protection provided by an air gap or a reduced pressure principle backflow prevention assembly and will be billed to the Customer, or the Division may terminate all water service until access is granted and the Hazard Assessment is completed.
3. After the initial Hazard Assessment described in Section 22-74(F)(1), the Oxnard Water Resources Division may have to perform a second Hazard Assessment under the following circumstances: (1) if there is a change in customer for a property, premise, building or facility, excluding single-family residences; (2) if a property, premise, building or facility is newly connected or re-connected to the PWS; (3) if the use of the property, premise, building or facility is modified from the current approved use; (4) a backflow incident occurs at the property, premise, building or facility; (5) as may be periodically required, in accordance with the PWS's CCCPH section 3.1.4.; (6) if the State Water Resources Control Board requests a Hazard Assessment of a Customer's and/or registered owners property, premise, building or facility; or (7) if the PWS determines an existing Hazard Assessment may no longer accurately represent the degree of hazard.
4. After completion of the Hazard Assessment, if the current Backflow Prevention Assembly is not properly working, or is not located in the appropriate location, or is missing or not installed, then the Oxnard Water Resources Division shall issue a notice of violation to the Customer, mandating how to correct the stated violation(s) and the

time period in which the corrections must be made. Additionally, the Customer shall have thirty (30) calendar days from the date of this notice of violation to notify the Division of the required corrections and to schedule an appointment so the Division can reassess the Backflow Prevention Assembly for compliance. Failure to correct all noticed violations may result in termination of water supply until the Backflow Prevention Assembly is brought into compliance with the provisions of this Article and the CCCPH.

**Section 22-75. REGULATION OF BOOSTER PUMPS.**

- (A) When low pressure or special operating conditions makes it necessary to install a booster pump on the water service to any property, premise, building or facility, such pump shall be equipped with a low-pressure cut-off switch designed to shut off the pump when the pressure on the inlet side is 25 pounds per square inch at gauge (p.s.i.g) or lower. The Customer shall maintain the cut-off device in proper working order, and a certified tester must certify that this device is operable in addition to the required certification requested in the annual notice in Section 22-74 (B).

**Section 22-76. TEMPORARY WATER SERVICE CONNECTIONS.**

- (A) The Oxnard Water Resources Division may require appropriate Backflow Prevention Assemblies to be installed and tested for all temporary water service connections to eliminate the potential for any backflow.

**Section 22-77. PROTECTION OF WATER SYSTEM WITHIN PREMISES.**

- (A) In addition to the standards provided in this Article, the Oxnard Water Resources Division shall require additional, more stringent standards and criteria for cross-connection control when necessary to provide adequate protection to the PWS, in the following circumstances::
1. The Oxnard Water Resources Division or the Water Division's certified tester determines that it is not practical to protect drinking water systems through the use of standard backflow devices;
  2. Water systems for fighting fires are derived from a water supply that cannot be approved for potable or safe for human consumption;
  3. Potable water pipelines are connected to equipment used in industrial processes;
  4. Sewage pumps or stormwater pumps require fresh water priming connections;
  5. Potable water is supplied to facilities containing a sewage treatment plant, sewage pumping station, or stormwater pumping station;
  6. Water supplies are provided to vessels at piers or waterfronts;
  7. Potable water is supplied to premises containing dual or multiple water systems or piping; and
  8. Recycled water backflow devices shall be identified by purple paint and shall be designated only for use on recycled water supplies.

**Section 22-78. THEFT.**

- (A) In the case of theft of a Customer's Backflow Prevention Assembly, the Customer will have thirty (30) calendar days from the date the theft is first discovered to install a new backflow prevention assembly in accordance with this Article and the CCCPH.

- (B) The newly installed Backflow Prevention Assembly is subject to a Hazard Assessment pursuant to Section 22-74(F)(1), which shall be performed by a certified tester who will inspect and test the assembly as well as submit the completed compliance forms to the Oxnard Water Resources Division's Backflow Portal website by due date indicated by the Division.
- (C) Failure to comply with the requirements of this section, after notice or discovery of the theft, may result in termination of water service.

**Section 22-79. PENALTIES FOR VIOLATIONS.**

- (A) In addition to any other remedies provided under the City Code, any violation of the provisions of this Article shall constitute a public nuisance.
- (B) The Oxnard Water Division may impose fines, pursuant to Chapter 1, Article I, Section 1-10 of this Code, or as stated in this Article, upon mailed notice to a property owner and/or registered water account holder where:
  - 1. A required backflow prevention assembly is not installed, inspected, tested, properly operating, or maintained.
  - 2. A backflow prevention assembly is found to have been removed, altered, bypassed, or rendered inoperative.
  - 3. Unprotected cross-connections or other hazards to the PWS are found to exist.
  - 4. A required low pressure cut- off prevention device is not installed, inspected, tested, properly operating and maintained.
- (C) In addition to any other remedies provided under the Oxnard City Code, the Oxnard Water Division may immediately terminate all water service to any property or premises where the conditions present an immediate threat to public health and safety. The Oxnard Water Division shall mail and post the termination notice issued pursuant to this section and water services will be restored once the immediate threat has been abated and there is no threat to public health and safety.
- (D) Any certified tester who violates or fails to comply with any provision of this Article, or willingly falsifies inspection, maintenance, repair, replacement or certification reports / records submitted to the Oxnard Water Resources Division, shall be prohibited from inspecting, maintaining, repairing or replacing Backflow Prevention Assemblies in the Oxnard Water Resources Division service area, in addition to any other remedies available to the City in law or equity.

**Section 22-80. NOTICE OF VIOLATION; NUISANCE & ABATEMENT;  
CIVIL CITATION.**

- (A) The Oxnard Water Resources Division shall issue a notice of violation to a Customer that is not in compliance with the provisions of this Article.
  - 1. The Notice shall state the following:
    - a. Name of the Customer;
    - b. Date the violation was discovered by the Oxnard Water Resources Division;
    - c. The section of this Article and section of the CCCPH violated;
    - d. Address of the violation;
    - e. Description of the violation;

- f. Action required to correct the violation;
    - g. Time period in which the violation must be corrected; and
    - h. Information on how to submit proof of correction.
  2. If the violation is not corrected in the manner specified in the notice, the Oxnard Water Resources Division may take further action under City Code Chapter 22 and this Article including but not limited to termination of water service, abatement, or issuance of fines.
  3. An appeal hearing for a notice of violation that may result in termination of water service, abatement can be requested pursuant City Code Chapter 7, Article 1, sections 7-7 and 7-8.
- (B) The City Council declares that any violation of the provisions of this Article is a nuisance and authorizes the City Manager or Oxnard Water Resources Division to abate any such nuisance in accordance with the procedures set forth in City Code Chapter 7, Article I, sections 7-4 through 7-18.
1. A notice of abatement may be appealed in accordance with City Code Chapter 7, Article 1 sections 7-7 through 7-11.
- (C) The Oxnard Water Resources Division, upon determining that a Customer has caused, created or allowed a violation of the provisions of this Article, may issue a civil citation to the Customer.
1. All civil citations shall be issued in accordance with the procedures set forth in City Code Chapter 7, Article III, sections 7-54 through 7-57.
  2. The following civil citation amounts are in accordance with section 1-10 of the City Code.
    - a. A \$100 fine may be issued for the first violation of this Article.
    - b. A \$200 fine may be issued for the second violation of this Article within one year.
    - c. A \$500 fine may be issued for the third violation of this Article within one year.
  3. All civil citations may be appealed in accordance with City Code Chapter 7, Article III, section 7-58 through 7-64

Part 4. The provisions of this ordinance shall be applicable to all Customers within the Oxnard Water Division service area upon the effective date.

Part 5. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect.

Part 6. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA pursuant to California Environmental Quality Act Guidelines Sections 15308 and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 7. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 8. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 3075 was first read on February 3, 2026, and finally adopted on March 3, 2026, to become effective 30 days after adoption.

APPROVED AND ADOPTED this 3rd day of March, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Luis A. Mc Arthur, Mayor

ATTEST:

---

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney

**CITY COUNCIL OF THE CITY OF OXNARD**  
**ORDINANCE NO. 2661**

**ORDINANCE AMENDING THE CITY CODE REGARDING  
CONTAMINATION PREVENTION AND WATER  
SECURITY PROGRAMS AND ESTABLISHING CERTAIN  
FEES FOR THESE PROGRAMS**

WHEREAS, the City of Oxnard (“City”) owns and operates a water supply system; and

WHEREAS, City’s Water Division manages an enterprise fund (“Water Fund”) that depends upon revenues derived from providing water to customers; and

WHEREAS, the Water Division prepared a biennial budget and recommendations for the Water Division for fiscal years 2003-04, and 2004-05, dated July 15, 2003 (“Budget”), on file with the City Clerk, which establishes a basis for certain fees and charges, along with certain capital improvement projects associated with City’s water system; and

WHEREAS, in 2002, the United States Congress adopted the Public Health Security and Bioterrorism Preparedness Response Act of 2002, establishing certain security-related requirements for public water purveyors, including the completion of a water system vulnerability assessment (“VA”); and

WHEREAS, on or about March 2003, the Water Division completed its VA, a copy of which is retained on file with the Water Division as a confidential document; and

WHEREAS, the Water Division has developed a program intended to implement recommendations indicated in the VA (“Water System Security Program”); and

WHEREAS, to fund the ongoing implementation of the recommendations indicated in the VA, the Water Division recommends that the City Council impose a monthly charge on all City water customers; and

WHEREAS, to comply with current federal, state and local regulatory requirements, the Water Division developed and implements a “Contamination Prevention and Cross-Connection Control Program” (“Contamination Prevention Program”); and

WHEREAS, the Water Division has presented to the City Manager for approval and implementation the "Backflow Prevention and Cross-Connection Control Program Manual", subject to the adoption of this ordinance; and

WHEREAS, backflow prevention devices and the Contamination Prevention Program are crucial in preventing contamination from entering the City's water system; and

WHEREAS, pursuant to Oxnard City Code section 13-5, City requires all water connections, including single-family residential connections, to be outfitted with backflow prevention devices; and

WHEREAS, these backflow prevention devices must be tested annually, to ensure their proper function; and

WHEREAS, the Water Division recommends that City Council fund the administration of the Contamination Prevention Program with a monthly charge on all City water customers, and a fee associated with the annual operational testing of each backflow prevention device; and

WHEREAS, Section 15273 of the Guidelines to the California Environmental Quality Act ("CEQA") provides that CEQA does not apply to the establishment, modification, or restructuring of public agency fees for which the public agency finds are intended for certain purposes; and

WHEREAS, the adoption of the fees provided herein shall have no potential for resulting in a physical change in the environment, directly or ultimately, and therefore are exempt from CEQA as defined in Section 15061 the Guidelines to the CEQA; and

WHEREAS, on May 7, 2004, City provided written notice ("Notice") through the U.S. mail to all property owners of the intention to present for adoption the fees provided herein.

**NOW, THEREFORE**, the City Council of the City of Oxnard does hereby find as follows:

1. The adoption of this ordinance is exempt from CEQA within the meaning of Section 15061 of the Guidelines to the CEQA because the imposition of the fees shall have no potential for resulting in a physical change in the environment, directly or ultimately; and

2. The adoption of this ordinance is also exempt from CEQA because the fees, in whole or in part, are for the following purposes:

a. Meeting operating expenses, including the increased cost of water supplies, and Water Division employee wages and fringe benefits; and

b. Purchasing and leasing supplies, equipment, and materials associated with the provision of water service; and

c. Meeting financial reserve needs and requirements; and

d. Obtaining funds for capital projects necessary to maintain water service within the City service area, including, but not limited to, infrastructure and technology improvements, security facilities, control system improvements, and testing equipment, none of which expands the water system.

3. The basis for the foregoing claims is found in the VA and the Budget, all of which, except the VA, is on file with the City Clerk. The VA is retained on file with the Water Division as a confidential document.

**NOW, THEREFORE,** the City Council of the City of Oxnard does ordain as follows:

Part I. Section 33-22 of the Oxnard City Code is amended to read as follows:

Sec. 33-22. Access.

Each customer has the duty to keep the space about the meter, the shut-off box, and all backflow and cross-contamination prevention devices serving the property free and clean of any material or obstruction which may, in any way, interfere with the free access to such equipment by water division employees or representatives. The water superintendent or representative may give notice, either in writing or in person, to the owner, customer or occupant of the property to remove any such material or obstruction

within 24 hours. Upon a failure to comply with this notice, the water division staff may remove such material or obstruction, and the cost of doing so, plus any administrative expenses, shall be paid by the owner, customer, or occupant of the property.

Part II. Section 33-24 of the Oxnard City Code is amended to read as follows:

Sec. 33-24. Moving meters, services and associated facilities.

When the water superintendent determines a meter, service or associated facilities must be moved, City staff or representatives shall perform this work. The property owner served through the meter, service or associated facilities shall pay for such work. The property owner shall pay the cost of the material and labor, plus any associated administrative expenses.

Part III. Section 33-25 of the Oxnard City Code is amended to read as follows:

Sec. 33-25. Temporary service.

- (A) Temporary service from a fire hydrant may be provided upon proper application, subject to the approval of the fire chief and the water superintendent. The charges for installing temporary service and for water used through the temporary service shall be established pursuant to this chapter. The person requesting the temporary service shall pay the installation charges in advance.
- (B) The water superintendent shall determine whether a temporary connection may be made to any existing water facility. Prior to making a temporary connection other than to a fire hydrant, the water superintendent shall estimate the cost of installation and removal, and the applicant shall pay in advance the estimated cost. Upon removal of the temporary connection, the actual cost of installation and removal shall be determined by the water superintendent. The City shall refund to the applicant the amount paid in excess of the actual cost. If the amount paid in advance is less than the actual cost, the applicant shall pay to the City the

difference between the amount paid and the actual cost. The applicant shall also pay for the water used as provided in this chapter.

- (C) All temporary service connections shall include backflow prevention devices and any other cross-contamination prevention facilities that the water superintendent deems necessary and appropriate.

Part IV. Section 33-26.4 of the Oxnard City Code is amended to read as follows:

Sec. 33-26.4. Plans required.

- (A) In order for the public works director to have sufficient information to make a determination of the appropriate fees to be charged, building permit applicants shall submit water and wastewater service plumbing plans prepared by a Registered engineer or project architect in conjunction with the building permit application for all new and replacement structures.
- (B) In instances where an irrigation plan is required by other development conditions, the irrigation plan shall be prepared by a suitable licensed professional and submitted in conjunction with the building permit application. The plumbing plans and irrigation plans shall show all the proposed line sizes and locations. All appurtenances must conform to public works department design criteria and guidelines. The water superintendent or designee must approve all plumbing plans and irrigation plans prior to the issuance of building permits.

Part V. Section 33-43, subsection II of the Oxnard City Code is amended to read as follows:

*II. Monthly meter rates: (Effective July 1, 2004)*

In addition to monthly rates for water use (per HCF) as set forth in subsection I, all accounts shall pay one of the following monthly meter rates, based on meter size:

(A) Monthly Meter Rates:

Meter Size (inches)	Equivalency Factor	Single-Family	Multi-Family	Commercial / Industrial
¾	1	7.16	6.09	4.87
1	2	11.31	9.52	7.45
1 ½	3	20.89	17.36	13.34
2	5	34.83	27.16	20.71
3	11	71.04	58.52	44.25
4	17	120.60	99.18	74.81
6	33	250.16	205.49	154.68
8	53	359.42	295.15	222.04
10	113	578.55	474.96	357.12
Over 10	TBD by Water Superintendent	TBD by Water Superintendent	TBD by Water Superintendent	TBD by Water Superintendent

Part VI. Section 33-51 of the Oxnard City Code is amended to read as follows:

Sec. 33-51. Prohibition, purpose.

(A) No water service connection to any premises shall be installed or maintained by the water division unless the water supply is protected as required by state regulations and the provisions of this article.

(B) The purposes of this article are:

(1) To protect the public potable water supply from actual or potential cross-connections by isolating within the premises contamination or pollution that could backflow or siphon back into the water supply system because of some undiscovered or unauthorized cross-connection on the premises;

- (2) To eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption;
  - (3) To eliminate cross-connections between drinking water systems and other sources of water or process water used for any purpose whatsoever that jeopardize the safety of the potable water supply;
  - (4) To prevent the making of cross-connections in the future;
  - (5) To encourage the exclusive use of public sources of water supply;
  - (6) To protect the potable water supply within the premises where plumbing defects or cross-connection may endanger the potable water supply available on the premises;
  - (7) To provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.
- (C) The intent of this article is to recognize that there are varying degrees of hazard and to apply the principle that the degree of protection should be commensurate with the degree of hazard.

Part VII. Section 33-52 of the Oxnard City Code is amended in its entirety to read as follows:

Sec. 33-52. Definitions

- (A) "Backflow" is the physical process by which contaminants can enter the potable water supply.
- (B) "Backflow prevention" is to the equipment and technology necessary to prevent potential contamination from cross-connection.
- (C) "Cross-connection" is any actual or potential connection or structural arrangement between a public, private or consumer's potable water system and any other source or system through which it is possible to introduce into the potable water

system any substance, and shall include bypass arrangements, jumper connections, removable sections, swivel or changeover devices and other devices (temporary or permanent) through which or because of which backflow can occur and is used in conjunction with backflow prevention.

Part VIII. Section 33-53 of the Oxnard City Code is amended to read as follows:

Sec. 33-53. Cross-connection control standards.

- (A) Those provisions of the California Department of Health Services promulgated rules and regulations and the California Uniform Plumbing Code applicable to cross-contamination control are adopted and made a part of this section by reference.
- (B) The city manager is authorized to promulgate rules and regulations governing cross-connections in the form of a Backflow Prevention and Cross-Connection Control Program Manual, which shall include implementation of the California Department of Health Services promulgated rules and regulations and the California Uniform Plumbing Code applicable to cross-connection control. The Backflow Prevention and Cross-Connection Control Program Manual shall include the requirements for design, construction, installation, and maintenance of backflow prevention devices and assemblies.

Part IX. Section 33-54 of the Oxnard City Code is amended to read as follows:

Sec. 33-54. Types of required protection.

The protective device required shall depend on the degree of the potential hazard, and the requirements for which shall be included in the Backflow Prevention and Cross-Connection Control Program Manual.

Part X. Section 33-55 of the Oxnard City Code is amended to read as follows:

Sec. 33-55. Frequency of inspection of protective devices.

The customer or the owner of backflow prevention devices has the duty to have competent inspections made of all such devices installed on their premises at least once a year or as often as the water superintendent or representative deems appropriate. These devices shall be inspected, repaired, or replaced at the expense of the customer. The Backflow Prevention and Cross-Connection Control Program Manual shall establish the requirements for the conduct and reporting of the inspections, repairs and replacements.

Part XI. Section 33-55.1 of the Oxnard City Code is added, to read as follows:

Sec. 33-55.1. Inspection fee.

- (A) The water superintendent shall issue an annual notice to the customer or the owner of each backflow prevention device to arrange for the inspection and testing of each device on the premises. The notice shall include the method of reporting compliance to the city, along with information necessary to arrange for the inspection and testing.
- (B) Completed forms demonstrating testing and inspection compliance shall be returned to the water superintendent, along with a \$12 fee for each device, within 30 days of the notice.
- (C) If the properly completed compliance forms are not returned within 30 days, the water superintendent shall send a second notice, and assess an additional \$15 late fee.
- (D) If the properly completed compliance forms are not returned within 60 days of the original notice, the water superintendent shall send a third notice, and assess an additional \$25 late fee.
- (E) If the properly completed compliance forms are not returned within 90 days of the original notice, the water superintendent shall send a final notice indicating that

the water superintendent will arrange for the completion of the testing and inspection. The customer or owner shall pay an additional \$50, plus the cost of all administrative, labor and materials required to complete the work.

- (F) Compliance with this Section 33-55.1 shall be deemed complete when the water superintendent receives both the completed compliance inspection form and the associated fee.

Part XII. Section 33-56 of the Oxnard City Code is amended to read as follows:

Sec. 33-56. Qualifications and certification of persons to inspect and maintain backflow prevention devices.

- (A) No person shall inspect, maintain, repair or replace backflow prevention devices unless the person's qualifications have been established and maintained as required in the Backflow Prevention and Cross-Connection Control Program Manual. Each qualified person shall receive from the water superintendent a "Certificate of Competence," and the water superintendent shall make available a list of qualified persons. Every qualified person shall be provided identification that shall be kept in the person's immediate possession during the inspection, maintenance, repair or replacement of any backflow prevention device.
- (B) Any person issued a Certificate of Competence who violates or fails to comply with any provision of this article, or willingly falsifies inspection or maintenance reports submitted to the water superintendent, shall, in addition to any other applicable penalties, have the Certificate of Competence revoked, and shall not be considered for recertification for two years from the date of revocation.
- (C) The water superintendent may provide inspection, maintenance, repair and replacement services from city employees, as provided in the Backflow Prevention and Cross-Connection Control Program Manual.

Part XIII. Section 33-58 of the Oxnard City Code is amended to provide as follows:

Sec. 33-58. Protection of water system within premises.

- (A) In some unique or special circumstances, more stringent cross-connection and backflow prevention protection may be required to provide adequate protection to the public potable water supply.
- (B) In addition to the standards provided in Section 33-53, the Backflow Prevention and Cross-Connection Control Program Manual shall contain additional, more stringent standards and criteria for the cross-connection control, including but not limited to, whenever:
  - (1) the water superintendent or designee, the county health department, or they city building inspector determines that it is not practical to protect drinking water systems through the use of standard back flow prevention devices;
  - (2) water systems for fighting fires are derived from a supply that cannot be approved for potable or safe for human consumption;
  - (3) potable water pipelines are connected to equipment used in industrial processes;
  - (4) sewage pumps or storm water pumps require fresh water priming connections;
  - (5) potable water is supplied to facilities containing a sewage treatment plant, sewage pumping station, or storm water pumping station;
  - (6) water supplies are provided to vessels at piers or waterfronts; or
  - (7) potable water is supplied to premises containing dual or multiple water systems or piping.

Part XIV. Section 33-59 of the Oxnard City Code is amended to provide as follows:

Sec. 33-59. Penalties for violations of this article.

(A) Any violation of the provisions of this article shall constitute a public nuisance.

The water superintendent may discontinue water service immediately without notice to any premises where a required backflow prevention device is not installed, inspected, tested, properly operating and maintained, or if a backflow prevention device is found to have been removed or bypassed, or if unprotected cross-connections or other hazards to the water system are found to exist. The water superintendent shall not again authorize service to such premises until such hazards are eliminated in accordance with this article.

(B) Any customer who violates any of the provisions of this article or alters, bypasses or renders inoperative any backflow prevention device installed under the provisions of this chapter shall, in addition to any other applicable penalties, be subject to immediate discontinuance of water service. Water service shall not again be rendered until such violation or noncompliance has been corrected to the satisfaction of the water superintendent.

4. Within fifteen (15) days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation in the City. Ordinance No. 2661 was read on 6/22, 2004, and finally adopted on 7/13, 2004, to become effective thirty (30) days thereafter.

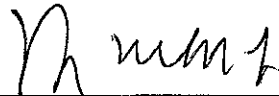
PASSED AND ADOPTED this 13<sup>th</sup> day of July, 2004, by the following vote:

AYES: Councilmembers Maulhardt, Pinkard, Zaragoza, Herrera and Lopez.

NAYS: None.


ABSENT: None.

ABSTAIN: None.

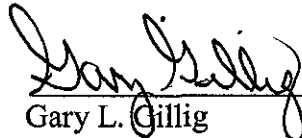


Dr. Manuel M. Lopez  
Mayor

ATTEST:

*for*   
Jill Beaty  
Acting City Clerk

APPROVED AS TO FORM:

 06-16-04  
Gary L. Gillig  
City Attorney



**CITY COUNCIL AGENDA REPORT**  
**INFORMATION/CONSENT AGENDA**  
**AGENDA ITEM NO. L.7**

**DATE:** March 3, 2026  
**TO:** City Council  
**FROM:** Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org  
**SUBJECT:** Public Project Agreement 32600321 with Paveco Construction, Inc. for Citywide Sidewalk Repairs Project, Specification No. PW 26-07.

**RECOMMENDATION**

That the City Council approve and authorize:

1. A total of \$933,043.00 in Project funds for the Citywide Sidewalk Repairs Project, Specification No. PW 26-07;
2. The Mayor to execute an Agreement with Paveco Construction, Inc. in the amount of \$717,725.00 for the Project and approve a Project contingency amount of \$143,545.00 (20%) with Paveco Construction, Inc. for a total not to exceed value of \$861,270.00 for the Project; and
3. A Project allocation amount of \$71,773.00 (~10%) for engineering, inspection, survey and project management.

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

**BACKGROUND**

The Citywide Sidewalk Repairs Project, Specification No. PW 26-07 is a Capital Improvement Program (CIP) project that will address deferred maintenance within the City's pedestrian infrastructure. Through field inspections and public 311 requests, City staff has identified locations where sidewalks, curb and gutter, driveways, and curb ramps have deteriorated due to tree root or other damage, or that no longer meet current standards.

This was developed as a City-wide project, allowing the City to address multiple locations under a single contract. The Project scope consists of furnishing all necessary labor, materials, equipment, and other incidental and appurtenant work to remove and replace concrete sidewalks, curb and gutter, driveways, ADA curb ramps, and associated concrete improvements at various locations throughout the City. The work also includes minor asphalt pavement restoration, stormwater pollution prevention measures, and traffic control required to safely perform the work.

**Capital Improvement Program (CIP) Reference:**

Project No. **C2564** – Citywide Sidewalk Repairs Project PW 26-07 - CIP 2025-2029 - Adopted June 4, 2024– Page 191.

**DISCUSSION**

The work associated with this project is tentatively scheduled to begin in April 2026 and continue into early July 2026 (100 working days), absent any supply chain delays, weather delays, or unforeseen site conditions. Staff and the contractor will coordinate with the various Neighborhood Councils to keep them informed of the schedule. Furthermore, staff will work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project timeline, unforeseen conditions and schedule milestones. Additionally, general project information will be disseminated on the City's website and social media accounts to help keep the public informed.

The Notice Inviting Formal Bids (NIFB) for the Project was originally published on November 20, 2025, in the local newspaper VIDA. Additionally, the NIFB was posted on multiple online platforms, including the City’s website, Public Purchase, Dodge Network, Bid America, and distributed directly to 41 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on January 6, 2026, and the City received the following:

<b>BIDDER</b>	<b>BASE BID</b>	<b>ADDITIVE ITEMS BID (sum of 4 items)</b>	<b>TOTAL BID</b>
PAVECO CONSTRUCTION, INC.	\$607,975.00	\$109,750.00	\$717,725.00
TORO ENTERPRISES	\$761,462.50	\$123,237.50	\$884,700.00
ADA GENERAL ENGINEERING	\$817,750.00	\$126,750.00	\$944,500.00
ARDALAN CONSTRUCTION	\$1,068,625.00	\$162,550.00	\$1,231,175.00
ONYX PAVING COMPANY	\$1,051,000.00	\$183,000.00	\$1,234,000.00

The base bid of the project includes the work items to furnish all labor, materials, equipment, and incidentals necessary to remove and replace concrete sidewalks, curb and gutter, driveways, ADA curb ramps, as well as perform associated concrete work, minor asphalt pavement restoration, storm water pollution prevention measures, and traffic control. Additionally, the bid form requested pricing from bidders on additive items, which is work beyond the base bid items. These are work items where, at the time of solicitation, the ability to perform them was uncertain given limited project funding, but that could be added at the time of award if, in fact, budget (i.e. the bid amount) allows. In this case, there were a total of four additive items for additional sidewalk replacement, driveway replacement, curb and gutter replacement, and associated work at supplemental locations identified in the bid documents.

Per the results summarized in the above table, the lowest bidder was Paveco Construction, Inc. (Paveco) and its bid is responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Paveco and its subcontractors. Procurement staff verified possession of required, currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Paveco.

The recommended construction contingency of 20%, rather than the typical 10%, reflects the higher level of uncertainty associated with existing site conditions for this project. While staff has assessed the visible existing conditions, past experience has shown that the full extent of deterioration oftentimes cannot be confirmed until construction has begun (e.g., removal of the existing sidewalk panels). Such unknowns include the extent of tree root intrusion, limits of older existing infrastructure, unforeseen impacts to existing irrigation systems, and subgrade conditions.

Staff recommends that Council award a contract to Paveco Construction, Inc., based on the total bid, including the base bid and all four additive items. The base bid amount from Paveco is \$607,975 and the cumulative amount for all four additive bid items is \$109,750. In addition to the project award amount of \$717,725.00, Staff recommends authorizing \$215,318.00 for the project, which includes \$143,545.00 for project contingency (~20% of the contract cost) and \$71,773.00 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 \$933,043.00.

### **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 is \$933,043.00, which includes the construction agreement, contingency, and soft costs such as project management and materials testing. The Citywide Sidewalk Repairs Project C2564 has an available project budget balance of \$1,000,000 from the General Fund (101).

The ongoing maintenance costs resulting from the completion of the Sidewalk Repairs Project will have no new increases to the Public Works operating budget. There are likely instances where the maintenance needs may be less when compared to that of the existing, deteriorated sidewalk infrastructure.

### **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 32600321

**CONSTRUCTION CONTRACT FOR  
CITYWIDE SIDEWALK REPAIRS PROJECT  
SPECIFICATION NO. PW 26-07**

**BY AND BETWEEN  
THE CITY OF OXNARD**

**AND PAVECO CONSTRUCTION, INC.**

**THIS CONSTRUCTION CONTRACT** (the “Contract”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and \_\_\_\_\_ (“Contractor”). Contractor’s license number is \_\_\_\_\_. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the CITYWIDE SIDEWALK REPAIRS PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 26-07 (the “Project”); and

WHEREAS, on November 20, 2025, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on \_\_\_\_\_, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

**2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:
1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
  2. Change Orders issued and approved by the City;
  3. Regulatory Permits from other agencies or as may otherwise be required by law;
  4. Bid Addenda issued by the City;
  5. Notice Inviting Bids and Instructions to Bidders;
  6. Appendices A, B, and C
  7. Special Provisions
  8. General Provisions
  9. Bid Forms and attachment thereto;
  10. Performance Bond;
  11. Payment Bond.

### **3. CONTRACTOR'S OBLIGATIONS**

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The

Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
  - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

#### **4. LICENSES REQUIRED**

- A. The Contractor shall possess a valid Class A – General Engineering Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

#### **5. CONTRACT PRICE; PAYMENT AND RETENTION**

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor SEVEN HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS, (\$717,725.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

#### **6. CONTRACT TIME; NOTICE TO PROCEED; TERM**

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of one hundred (100) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until

this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.

- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.
- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

## 7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
  - 1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
  - 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
  - 1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
  - 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
  - 1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.

2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

## **8. TERMINATION OF AGREEMENT FOR CONVENIENCE**

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  1. Immediately discontinue the Work to the extent specified in the notice.
  2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
  3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
  4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
  1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
  2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
  3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

## 9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
  2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
  3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
  4. fails to prosecute the Work according to the schedule approved by the Engineer,
  5. disregards laws or regulations of any public body having jurisdiction, or
  6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:
1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
  2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
  3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

## 10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.
- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct; and
    - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
  2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized

representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
  - E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
  - F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
  - G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
    1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
    2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

## **11. LIQUIDATED DAMAGES**

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of three thousand six hundred dollars (\$3,600) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

## **12. COMPLIANCE WITH LAWS**

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

## **13. WORKERS' COMPENSATION CERTIFICATION**

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

## **14. INSURANCE**

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

## **15. RESERVED**

## **16. TIME OF THE ESSENCE**

Time is of the essence in the performance of this Contract.

## 17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
  2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
  3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
  4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

## **18. THIRD PARTY CLAIMS**

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

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

## **19. CONFLICTS OF INTEREST**

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

## **20. REPORTS; BOOKS AND RECORDS; AUDIT**

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

## **21. NONDISCRIMINATORY EMPLOYMENT**

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

## **22. MODIFICATIONS AND AMENDMENTS**

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

## **23. ENTIRE AGREEMENT**

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

## **24. AMBIGUITIES**

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

## 25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard  
305 W. Third Street, East Wing, Third Floor  
Oxnard, CA 93030

TO CONTRACTOR: Paveco Construction, Inc.  
5049 Bleecker Street  
Baldwin Park, CA 91706

Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

- B. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

## 26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

## 27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

## 28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

## 29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or

the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

### **30. CAPTIONS AND HEADINGS**

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

### **31. OWNERSHIP OF DOCUMENTS**

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

### **32. SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

### **33. GENDER; PLURAL**

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

### **34. SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

### **35. GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

### **36. CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

**37. VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

**38. EFFECTIVENESS OF CONTRACT**

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

**39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT**

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

**40. WAIVER**

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

**41. INDEPENDENT CONTRACTOR STATUS**

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

**42. COUNTERPARTS**

This 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. Each counterpart shall be deemed to be a part of this Contract.

**43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

**44. ATTORNEY'S FEES**

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

**[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

**CITY OF OXNARD**

**CONTRACTOR**

Luis A. Mc Arthur, Mayor<sup>1</sup> \_\_\_\_\_ Date  
 Purchasing Agent

\_\_\_\_\_  
Gregory A. Fleming, CEO <sup>2</sup> \_\_\_\_\_ Date

\_\_\_\_\_  
Eric Cameron Fleming, CFO and Secretary \_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
Lourdes A. López, \_\_\_\_\_ Date  
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

<sup>1</sup> The City Council must authorize and the Mayor must execute any agreement over \$220,000. The Purchasing Agent may execute any authorized agreement up to \$220,000.

<sup>2</sup> The City requires the following for any contract:  
• For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;  
• For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or  
• For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.  
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

## **EXHIBITS**

- Exhibit A: Contractor's Bid Proposal.**
  - Exhibit B: Form INS-G: Insurance Requirements.**
  - Exhibit C: Iran Contracting Act Certification Form completed by Contractor.**
  - Exhibit D: [RESERVED]**
  - Exhibit E: [RESERVED]**
  - Exhibit F: [RESERVED]**
  - EXHIBIT G: Grant of Non-Exclusive Right of Entry Agreement**
- Bonds**

**The corresponding exhibits and forms contained within follow.**

# EXHIBIT A CONTRACTORS BID PROPOSAL

## BID SCHEDULE

### CITYWIDE SIDEWALK REPAIRS PROJECT SPECIFICATION NO. PW 26-07

Bidder's Company Name: Paveco Construction Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

#### BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization/Demobilization (not to exceed 5% of the Total Bid Price)	1001-3	LS	LUMP SUM	\$25,000.00	\$25,000.00
2.	Traffic Control And Public Convenience And Safety	1505-4	LS	LUMP SUM	\$25,000.00	\$25,000.00
3.	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	\$5,000.00	\$5,000.00
4.	Remove And Replace PCC Sidewalk, 4" Thick	1174-6	SQFT	22,500	\$16.75	\$376,875.00
5.	Remove And Replace PCC Residential Driveway, 6" Thick	1174-6	SQFT	2,300	\$19.50	\$44,850.00
6.	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	400	\$95.00	\$38,000.00
7.	Install 24" Root Barrier Panel	1174-6	LF	1,800	\$30.00	\$54,000.00
8.	Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick	1174-6	SQFT	550	\$65.00	\$35,750.00
9.	Adjust Water Valve Frame And Cover To Finished Grade	1185-4	EA	5	\$150.00	\$750.00
10.	Adjust Utility Box Frame & Cover To Finished Grade	1187-4	EA	5	\$550.00	\$2,750.00
<b>BASE AMOUNT TOTAL: \$ 607,975.00</b>						

**ADDITIVE ITEMS:**

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Remove And Replace PCC Sidewalk, 4" Thick	1174-6	SQFT	4,000	\$16.75	\$67,000.00
2.	Remove And Replace PCC Residential Driveway, 6" Thick	1174-6	SQFT	1,000	\$19.50	\$19,500.00
3.	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	150	\$95.00	\$14,250.00
4.	Install 24" Root Barrier Panel	1174-6	LF	300	\$30.00	\$9,000.00


**TOTAL BID PRICE = BASE AMOUNT TOTAL + ALL ADDITIVE ITEMS**

**TOTAL BID PRICE IN DIGITS:** \$ 717,725.00

**TOTAL BID PRICE IN WORDS:** \_\_\_\_\_

Seven Hundred and seventeen thousand, seven hundred and twenty-five dollars

Bidder's Company Name: Paveco Construction Inc

Signature: 

Title: Chief Financial Officer / Secretary

Print: Eric Fleming

Date: 12/22/25

**EXHIBIT B**  
**FORM INS-G: INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS**  
**(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

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

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

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

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

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

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

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

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-G.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

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

CODESUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY  
LETTER **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	<b>GENERAL LIABILITY</b> [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> [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	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	<b>OTHER</b> Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

**CITY OF OXNARD % 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

**GENERAL LIABILITY SPECIAL ENDORSEMENT  
FOR THE CITY OF OXNARD (the aCity@)**

**SUBMIT IN DUPLICATE**

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

**PRODUCER**  
  
Telephone: \_\_\_\_\_

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

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

**NAMED INSURED**

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

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

**TYPE OF INSURANCE**

GENERAL LIABILITY  
 COMMERCIAL GENERAL LIABILITY  Claims Made  
 COMPREHENSIVE GENERAL LIABILITY Retroactive Date \_\_\_\_\_  
 OWNERS & CONTRACTORS PROTECTIVE  Occurrence

**OTHER PROVISIONS**

**COVERAGES**

	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> GENERAL		
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input type="checkbox"/> PERSONAL & ADVERTISING INJURY		
<input type="checkbox"/> FIRE DAMAGE		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: ( \_\_\_\_\_ )

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

**CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

**SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

**CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

**PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

**SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, aoccurrence@ form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

**ENDORSEMENT HOLDER**

**CITY OF OXNARD % Evident ID, Inc.**  
**8520 Allison Pointe Blvd. Ste 223**  
**PMB 5210**  
**Indianapolis, Indiana 46250-4299 US**

**AUTHORIZED REPRESENTATIVE**

Broker/Agent  Underwriter  \_\_\_\_\_

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

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

Telephone: ( ) Date Signed \_\_\_\_\_



# EXHIBIT C

## CITY OF OXNARD CITYWIDE SIDEWALK REPAIRS PROJECT SPECIFICATION NO. PW 26-07

### IRAN CONTRACTING ACT CERTIFICATION (TO BE EXECUTED AND SUBMITTED WITH BID) Public Contract Code Sections 2202-2208

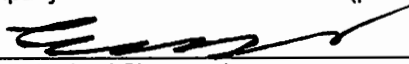
Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify,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

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

#### **OPTION No.1 – CERTIFICATION**

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

Company Name/Financial Institution (printed): Paveco Construction Inc Federal ID Number (or n/a): 95-4112572

  
By (Authorized Signature): \_\_\_\_\_

Eric Fleming, Chief Financial Officer / Secretary 12/23/25  
Printed Name & Title of Person Signing: Date Executed

Executed in the County of Los Angeles in the State of California

#### **OPTION No.2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): \_\_\_\_\_ Federal ID Number (or n/a): \_\_\_\_\_

By (Authorized Signature): \_\_\_\_\_

Printed Name & Title of Person Signing: \_\_\_\_\_ Date Executed \_\_\_\_\_

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

**EXHIBIT D**  
**RESERVED**

**EXHIBIT E**  
**RESERVED**

**EXHIBIT F**  
**RESERVED**

## EXHIBIT G

### GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BY AND BETWEEN THE CITY OF OXNARD AND \_\_\_\_\_

**THIS RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT** (the "Agreement"), is made and entered into by and between the City of Oxnard, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as the "Grantor", and \_\_\_\_\_, a California corporation, hereinafter referred to as the "Grantee." Grantor and Grantee are sometimes hereinafter referred to individually as "Party" and collectively referred to as the "Parties."

#### RECITALS:

**WHEREAS**, the Grantor is the owner of certain properties located in the City of Oxnard, Assessor's Parcel Numbers \_\_\_\_\_, as more particularly described in Attachment A attached hereto and incorporated herein by this reference (the "Subject Properties"); and

**WHEREAS**, \_\_\_\_\_ is planning to secure a temporary non-exclusive right of entry on City of Oxnard property; and

**WHEREAS**, \_\_\_\_\_ will procure an agreement with a contractor who will utilize the Subject Properties for staging of construction equipment, materials, office trailer, vehicle parking and portable restrooms with overnight security; and

**WHEREAS**, In light of the benefits of the \_\_\_\_\_ and in cooperation with \_\_\_\_\_, the Grantee is requesting the Grantor to permit the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents to enter upon the Subject Properties in order to use the Subject Properties, as well as any restoration thereto, in accordance with this Agreement; and

**WHEREAS**, the Grantor desires to permit the Grantee to enter upon and use the Subject Properties in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

#### Section 1. GRANT OF RIGHT OF ENTRY

The Grantor hereby grants the Grantee a temporary non-exclusive right of entry upon the Subject Properties for the purpose of use for working, lay down and staging areas, including the right to locate construction trailers and construction equipment, storing equipment and materials; on the areas shaded in pink and blue on Attachment "A" attached hereto and made a part hereof, hereinafter referred to as "staging area."

#### Section 2. GRANTEE'S RESPONSIBILITY

The Grantee shall, at its sole expense, perform, or cause to be performed, all of the services associated with installing, maintaining, operating, repairing, and removing any improvements necessary to make the Subject Properties suitable for safe use of Subject Properties, in a manner causing the least amount of interference with the Subject Properties, including, without limitation, taking reasonable precautions to assure the safety of persons and property on the Subject Properties.

The Grantee shall erect and maintain temporary fencing and gates with a locking device to enclose the areas of use, and shall remove such fencing and gates at the end of the term of this agreement.

The Grantee shall comply with all applicable laws, ordinances, and regulations pertaining to its use. Grantee is required under State and local law to re-stabilize any disturbed locations within the area of use in order to control soil erosion and sediment runoff at the conclusion of the use of the Subject Properties by Grantee.

The Grantee shall restore, replace, or repair, as applicable, any of the Grantor's property damaged or destroyed as a result of the Grantee's right of entry on the Subject Properties during the Term of this Agreement.

### **Section 3. INDEMNIFICATION**

The Grantee shall indemnify, defend, and hold harmless the Grantor, and its respective officers, officials, employees, agents, representatives, and assigns from and against any and all actions, suits, proceedings, claims, demands, losses, costs, expenses, and judgments for any injury or damage of any type claimed that may involve the Grantee, its contractor and its representatives, servants, employees, subcontractors and other agents resulting from or arising out of this Agreement, except in the case of Grantor's gross negligence or willful misconduct

### **Section 4. COMPENSATION [Optional]**

Monthly Base Rent. During the Initial Term, Grantee shall pay to Grantor as rent for the Subject Properties, the amount of \_\_\_\_\_ (\$\_\_\_\_.00) per month (the "Monthly Base Rent"), for a total amount of \_\_\_\_\_ (\$\_\_\_\_.00) as compensation for the Right of Entry use of Subject Properties. If Grantee extends the term of the Agreement, Grantee will pay Grantor Five hundred dollars (\$\_\_\_\_.00) per month and shall continue thereafter per month or for any portion thereof.

### **Section 5. TERM**

The Term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") and shall terminate on \_\_\_\_\_, \_\_\_\_\_ (the "Expiration Date").

However, if the work is not completed by the Expiration Date the right of entry shall be extended for thirty (30) calendar days after the Expiration Date of this Agreement, then Grantee's right to enter the Subject Properties for the purpose of performing the work shall expire on that date (the "Extended Expiration Date"). A request to postpone the Expiration Date any further than the



a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

## **Section 12. 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 of the provisions described under the respective caption or heading.

## **Section 13. SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

## **Section 14. GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

## **Section 15. RIGHTS AND REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## **Section 16. MUTUAL COOPERATION**

The parties hereto agree that they will each cooperate with the other, and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this Agreement, and shall make diligent response to inquiries and requests for information from the other party.

## **Section 17. VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable Court of competent jurisdiction in the County of Ventura, California.

**Section 18. ATTORNEY'S FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 19. AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

**Section 20. COUNTERPARTS**

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of \_\_\_\_\_, 2026.

**GRANTOR**

The City of Oxnard

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

Public Works Director

Approved as to Form

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

Stephen M. Fischer

City Attorney

**GRANTEE**

\_\_\_\_\_

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

\_\_\_\_\_

**ATTACHMENT A**

(SUBJECT PROPERTIES) Parcel Numbers:

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

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to PAVECO CONSTRUCTION, INC., 5049 Bleecker Street, Baldwin Park, CA 91706 ("Principal")  
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as CITYWIDE SIDEWALK REPAIRS PROJECT SPECIFICATION NO. PW 26-07.

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

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

\_\_\_\_\_  
*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of \_\_\_\_\_ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of SEVEN HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$717,725.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

Its \_\_\_\_\_

(Seal)

(Seal)

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

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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to PAVECO CONSTRUCTION, INC.,  
5049 Bleecker Street, Baldwin Park, CA 91706 ("Principal")  
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as CITYWIDE SIDEWALK REPAIRS PROJECT SPECIFICATION NO. PW 26-07.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of \_\_\_\_\_  
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of SEVEN HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$717,725.00), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

Dated: \_\_\_\_\_

"Principal"

"Surety"

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

Its \_\_\_\_\_

(Seal)

(Seal)

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



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. N.1

**DATE:** March 3, 2026  
**TO:** City Council  
**FROM:** Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org  
**SUBJECT:** Wooden Gateway Sweepstakes Program.

#### RECOMMENDATION

That the City Council authorize the Purchasing Agent to donate five (5) surplus wooden gateway signs in accordance with the Wooden Gateway Sweepstakes Program Guidelines.

(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/3l2\\_SCIRa2g](https://youtu.be/3l2_SCIRa2g)

#### BACKGROUND

Oxnard City Code Section 4-54 (Sale and Disposal of Unneeded Equipment and Property of the City) requires City Council authorization for the sale or disposal of surplus equipment with a market value exceeding \$500 per item. The Ordinance requires the Purchasing Agent to prepare a list of such items for City Council authorization prior to the sale or disposal.

The wooden gateway signs were first installed in the 1980s, displaying the City's name and logo in a prominent entry point to the City. Between 2023 and 2025, the City Council approved new wayfinding and gateway signage throughout the City, which has been subsequently installed. As a result, the original wooden gateway signs have been removed. Given the age and limited number of the signs, the current market value is unknown, therefore staff is requesting Council approval for this action. Images and approximate size and weight of the signs are included in Attachment #1.

This report recommends that the City Council authorize the Purchasing Agent to donate surplus wooden gateway signs that are no longer optimal or usable by the City of Oxnard via the Wooden Gateway Sweepstakes Program. This program serves the public purpose of having Oxnard's old wooden gateway signs displayed in publicly visible locations.

#### DISCUSSION

The City of Oxnard will host a sweepstakes to donate five (5) old wooden gateway signs to Oxnard based entities who can display the signs in a location with high visibility and is open or accessible to the public and who can maintain and care for the signs. Eligible applicants are invited to submit an entry by the program deadline to participate in the sweepstakes.

The raffle is open to businesses, organizations, or individuals located in the City of Oxnard who are at least 18 years of age at the time of entry, who meet the eligibility requirements, and who agree to the terms and conditions outlined in the Program Guidelines, as defined in Attachment #2.

The sweepstakes will accept entries beginning on Thursday, March 5th at 9:00 a.m., and ending on Thursday, March 26th

at 6:00 p.m. Winners will be selected randomly from all eligible entries received during the promotion period and will be selected by the Purchasing Manager utilizing the online program called "Wheel of Names Random Name Picker". Winners will be announced during the City Council meeting on April 7, 2026. To enter the raffle, eligible participants must submit a completed entry form online at [oxnard.gov/gatewaysweepstakes](http://oxnard.gov/gatewaysweepstakes). The full program guidelines, terms, and conditions are available online and in 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.

## **FINANCIAL IMPACT**

There is no financial impact.

## **COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Samantha Shapiro, Project Manager*

## **ATTACHMENTS**

1. Wooden Gateway Sign Photos, Size and Weight
2. Wooden Gateway Sweepstakes Program Guidelines
3. Presentation

## City of Oxnard Wooden Gateway Signs

#	Photo	Size & Weight
1	 <p>Network: Feb 2, 2026 at 1:33:39 PM PST Local: Feb 2, 2026 at 1:33:39 PM PST N 34° 10' 12.495", W 119° 9' 5.127" 3343 Sumer Dr Oxnard CA 93033 United States</p> <p>Network: Feb 3, 2026 at 8:17:25 AM PST Local: Feb 3, 2026 at 8:17:25 AM PST N 34° 11' 29.009", W 119° 9' 45.999" 1755 E Woolley Rd Oxnard CA 93030 United States</p>	10' x 6' 250 lbs
2	 <p>Network: Feb 3, 2026 at 8:23:36 AM PST Local: Feb 3, 2026 at 8:23:36 AM PST N 34° 11' 29.070", W 119° 9' 45.999" 1755 E Woolley Rd Oxnard CA 93030 United States</p> <p>Network: Feb 3, 2026 at 8:23:53 AM PST Local: Feb 3, 2026 at 8:23:53 AM PST N 34° 11' 29.080", W 119° 9' 45.489" 1755 E Woolley Rd Oxnard CA 93030 United States</p>	10' x 6' 250 lbs
3	 <p>Network: Feb 3, 2026 at 10:55:03 AM PST Local: Feb 3, 2026 at 10:55:03 AM PST N 34° 13' 40.981", W 119° 10' 41.144" 2391 N Oxnard Blvd Oxnard CA 93036 United States</p> <p>Network: Feb 3, 2026 at 10:55:24 AM PST Local: Feb 3, 2026 at 10:55:24 AM PST N 34° 13' 41.019", W 119° 10' 40.949" 2391 N Oxnard Blvd Oxnard CA 93036 United States</p>	12' x 6' 300 lbs
4	 <p>Network: Jun 18, 2025 at 10:22:43 AM PDT Local: Jun 18, 2025 at 10:22:43 AM PDT N 34° 11' 29.089", W 119° 9' 45.670" 1690 Patton Ct Oxnard CA 93030 United States</p>	7' x 3' 100 lbs

5



**7' x 3'**  
**100 lbs**

## City of Oxnard Wooden Gateway Sweepstakes Program Guidelines

### Overview:

The City of Oxnard will host a sweepstakes to donate five (5) old wooden gateway signs to Oxnard based entities who can display the signs in a public, highly trafficked area and who can maintain and care for the signs. The wooden gateway signs were first installed in the 1980s, displaying the City's name and logo in a prominent entry point to the City. Between 2023 and 2025, the City Council approved new wayfinding and gateway signage throughout the City, which has been subsequently installed. As a result, the original wooden gateway monument signs have been removed.

Eligible applicants are invited to submit an entry by the program deadline to participate in the sweepstakes. There is no purchase necessary to participate should you meet eligibility requirements. Winners will be selected randomly from all eligible entries received during the promotion period and will be selected by the Purchasing Manager utilizing the online program called "Wheel of Names Random Name Picker." Winners will be announced during the City Council meeting on April 7, 2026.

### Eligibility Criteria:

This sweepstakes is open to businesses, organizations or individuals located in the City of Oxnard who are at least 18 years of age at the time of entry and who can meet the following criteria:

- Must be able to display the sign in a location that has high visibility and is open or accessible to the public
- Must have the ability to properly maintain and care for the sign

Current employees of the City of Oxnard, members of the City Council, or members of City of Oxnard Boards, Committees, and Commissions, and the immediate family members or persons living in the same household (whether related or not) of all the foregoing are not eligible to participate or win. The term "immediate family members" includes current spouses, grandparents, parents, siblings, children, and grandchildren.

### Promotion Period:

This sweepstakes will accept entries beginning on Thursday, March 5th at 9:00 a.m., and ending on Thursday, March 26th at 6:00 p.m. To enter the sweepstakes, eligible participants must submit a completed entry form online at: [oxnard.gov/gatewaysweepstakes](https://oxnard.gov/gatewaysweepstakes). Incomplete submissions will not be considered. All participants must agree to program terms, conditions and restrictions upon submission to be eligible.

### Terms, Conditions and Restrictions:

Interested parties must agree to the following terms, conditions and restrictions upon entry into the sweepstakes:

- Only one submission per eligible entity. Only one winner per eligible entity; the same individual, business or organization can not receive multiple signs.
- Winner shall display the sign in a public location **indoors** to preserve the fragile nature of the sign.
- Must display the sign in a manner that does not reflect negatively on the City of Oxnard. The sign may not be used in connection with illegal activity, misleading or false representations, offensive or inappropriate content, or in any manner that could reasonably be viewed as damaging to the City's reputation.
- Winner shall not sell, give away, rent, loan out, or otherwise transfer an ownership interest in the sign unless the recipient meets the same program criteria and the City approves of such transfer in writing.
- Winner agrees to accept the sign in an "as is condition." The City makes no warranty or guarantee as to the condition of the sign and will not make any repairs to the sign. The sign is over 40 years old, weathered from the elements and has significant wear and tear to the wood and other materials in the sign, including but not limited to wood rot, terminate damage, peeling paint, splinters and worn cracked wood. City is not responsible for injuries, damages, etc., to the sign or anyone coming in contact with the sign. Winners are strongly encouraged to inspect the sign prior to acceptance and consult professionals for safe handling, installation, and preservation.
- Winner, to the fullest extent permitted by law, 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 attorney's fees, for any personal injuries, deaths, property damage (collectively "Claims") which may arise out of Winner's ownership, display, maintenance, or use of the sign, except to the extent caused by the City's gross negligence or willful misconduct.

**Prize:**

There will be five (5) winners in this sweepstakes. Each winner will receive one (1) wooden gateway sign to be displayed in a public, highly visible location. A recent photo of each sign, along with its approximate size and weight, is available online at [oxnard.gov/gatewaysweepstakes](http://oxnard.gov/gatewaysweepstakes).

**Conditions for Acceptance of Prize:**

The sign must be claimed within ten (10) business days of notification of selection or it will be forfeited. Winner will be notified via email within 48 hours of selection with instructions on how to pick up the sign.

**Questions:** Please visit [oxnard.gov/gatewaysweepstakes](http://oxnard.gov/gatewaysweepstakes) for more information or to enter.

## Gateway Sign Images

#	Photo	Size & Weight
1	 <p>Network: Feb 2, 2026 at 1:33:39 PM PST Local: Feb 2, 2026 at 1:33:39 PM PST N 34° 10' 12.495", W 119° 9' 5.127" 3388 Sycamore Dr Oxnard CA 93033 United States</p> <p>Network: Feb 3, 2026 at 8:17:25 AM PST Local: Feb 3, 2026 at 8:17:25 AM PST N 34° 11' 25.008", W 119° 9' 45.959" 1755 E Woolley Rd Oxnard CA 93030 United States</p>	10' x 6' 250 lbs
2	 <p>Network: Feb 3, 2026 at 8:23:36 AM PST Local: Feb 3, 2026 at 8:23:36 AM PST N 34° 11' 25.008", W 119° 9' 45.959" 1755 E Woolley Rd Oxnard CA 93030 United States</p> <p>Network: Feb 3, 2026 at 8:23:53 AM PST Local: Feb 3, 2026 at 8:23:53 AM PST N 34° 11' 25.008", W 119° 9' 45.959" 1755 E Woolley Rd Oxnard CA 93030 United States</p>	10' x 6' 250 lbs
3	 <p>Network: Feb 3, 2026 at 10:55:03 AM PST Local: Feb 3, 2026 at 10:55:03 AM PST N 34° 13' 40.981", W 119° 10' 41.144" 2391 N Oxnard Blvd Oxnard CA 93036 United States</p> <p>Network: Feb 3, 2026 at 10:55:24 AM PST Local: Feb 3, 2026 at 10:55:24 AM PST N 34° 13' 41.016", W 119° 10' 40.949" 2391 N Oxnard Blvd Oxnard CA 93036 United States</p>	12' x 6' 300 lbs
4	 <p>Network: Jun 18, 2025 at 10:22:43 AM PDT Local: Jun 18, 2025 at 10:22:43 AM PDT N 34° 11' 29.089", W 119° 9' 45.670" 1690 Patton Ct Oxnard CA 93030 United States</p>	7' x 3' 100 lbs

5



**7' x 3'**  
**100 lbs**

# Wooden Gateway Sign Sweepstakes Program

City Council  
March 3, 2026

Samantha Shapiro, Project Manager



## BACKGROUND

2

- ❖ Wooden gateway signs were first installed in the 1980s, displaying the City's name and logo in a prominent entry point to the City.
- ❖ With the recent installation of new wayfinding and gateway signage throughout the City, the original gateway signs have been removed.
- ❖ Oxnard City Code Section 4-54 requires City Council authorization for the sale or disposal of surplus equipment with a market value exceeding \$500 per item.
- ❖ In the interest of having Oxnard's old wooden gateway signs displayed in publicly visible locations, staff recommends donating the surplus signs via the **Wooden Gateway Sweepstakes Program**.

## ELIGIBILITY CRITERIA

3

The City will host a sweepstakes to donate five (5) old wooden gateway signs to Oxnard based entities who meet the eligibility criteria:

- ❖ Must be able to display the sign in a location that has high visibility and is open or accessible to the public
- ❖ Must have the ability to properly maintain and care for the sign
- ❖ Must be at least 18 years of age at the time of entry
- ❖ Current City of Oxnard employees, City Council members, members of City Boards, Committees, or Commissions, and their immediate family members or persons living in the same household are not eligible to participate

Full program criteria is available online at:  
**[oxnard.gov/gatewaysweepstakes](http://oxnard.gov/gatewaysweepstakes)**

## PROMOTION PERIOD

4

- ❖ Entries will be accepted beginning on Thursday, March 5th at 9:00 a.m., and ending on Thursday, March 26th at 6:00 p.m.
- ❖ Winners will be selected randomly from all eligible entries received during the promotion period. The Purchasing Manager will select winners utilizing the online program called “Wheel of Names Random Name Picker.”
- ❖ Entries must be submitted online. Incomplete entries will not be accepted.

To enter, visit **[oxnard.gov/gatewaysweepstakes](http://oxnard.gov/gatewaysweepstakes)**

# WOODEN GATEWAY SIGN IMAGES & SIZE

5

**Sign #1: 10' x 6', 250 lbs**



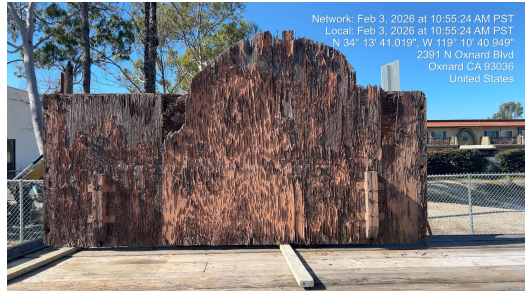
**Sign #2: 10' x 6', 250 lbs**



# WOODEN GATEWAY SIGN IMAGES & SIZE

6

**Sign #3: 12' x 7', 300 lbs**



**Sign #4: 7' x 3', 100 lbs**



**Sign #5: 7' x 3', 100 lbs**



That City Council authorize the Purchasing Agent to donate five (5) surplus wooden gateway signs in accordance with the Wooden Gateway Sweepstakes Program Guidelines.

Winners will be announced during the City Council meeting on April 7, 2026.

Program information can be found online at  
**[oxnard.gov/gatewaysweepstakes](https://oxnard.gov/gatewaysweepstakes)**



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. N.2

**DATE:** March 3, 2026  
**TO:** City Council  
**FROM:** Brenda Lopez, Housing Director, (805) 385-8092, [brenda.lopez@oxnard.org](mailto:brenda.lopez@oxnard.org)  
**SUBJECT:** Exclusive Negotiation Agreement Between the City of Oxnard and Dynamic Real Estate Partners, LLC.

#### RECOMMENDATION

That the City Council authorize the Mayor to execute an Exclusive Negotiation Agreement with Dynamic Real Estate Partners, LLC (A-8611) regarding an undeveloped site (APN: 132-0-033-010) located between U.S. 101 and Riverpark Boulevard, West of the East Vineyard Avenue and Riverpark Boulevard intersection (Property).

(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/mnJFXdymv80>

#### BACKGROUND

On February 1, 2022, the City Council declared fifty-three (53) properties surplus, including an undeveloped 1.4-acre site designated as Assessor Parcel Number (APN) 132-0-033-010 (“Property”) located between U.S. 101 and Riverpark Boulevard, West of the East Vineyard Avenue and Riverpark Boulevard intersection.

After complying with the Surplus Land Act (SLA) process to offer the property to the preferred public and affordable housing buyers, a transaction did not materialize, primarily because of the property’s unique shape and non-residential zoning.

During the SLA process however, the City received two commercial development proposals. Council authorized staff to negotiate with one of the proposers. The proposal did not ultimately materialize into a transaction.

Since the City met all the requirements under the SLA process, it may now dispose of the Property as deemed appropriate.

On July 15, 2025, Housing Staff presented the option to offer the Property for sale for development to the City Council during Closed Session, and received authorization to negotiate price and terms of payment for the Property.

#### DISCUSSION

To facilitate the disposal of the Property, Housing Staff enlisted the services of Coldwell Banker Richard Ellis (CBRE) to conduct outreach and marketing efforts aimed at identifying a developer interested in the Property. The developer of the adjacent property, Dynamic Real Estate Partners LLC (“Dynamic”), expressed interest in potential acquisition and development of the Property.

Dynamic submitted a Letter of Intent to acquire and develop the Property for commercial use. Dynamic is a client-driven real estate development firm with the goal of creating success while benefitting the communities where it develops.

Dynamic has over fifty (50) years of experience in retail and multi-family development and a portfolio of over 1,500 projects comprising 7,500,000 square feet.

The proposed Exclusive Negotiation Agreement (ENA) with Dynamic provides a twelve (12) month negotiation period with the option to extend the agreement for an additional twelve (12) months. The ENA will provide for good faith negotiations with Dynamic to discuss and prepare a disposition agreement, with respect to the acquisition and development of the Property, to be considered for execution.

If the City Council approves the ENA, City Staff will enter into negotiations with Dynamic to determine the price and terms under which Dynamic may acquire the Property. The requested action only authorizes the City to negotiate with Dynamic; it does not approve a project for the Property. Final approval of a disposition agreement between Dynamic and the City is subject to City Council approval. Additionally, any proposed development is subject to the City's land use approval process.

As a separate item, staff intends to bring forward for consideration an amendment to the Riverpark Specific Plan (RPSP) that would replace the public facilities land use designation currently on the site with commercial: regional. The public facilities designation was placed on the site on July 20, 2009 through Amendment 8 to the RPSP to allow the Public Works Department to develop an administrative office and maintenance facility, which was never built. Prior to this 2009 amendment the site had been designated commercial: regional. Approval of the ENA would not presuppose any City Council action on the proposed specific plan amendment.

## **ENVIRONMENTAL IMPACT**

Entering into the ENA will not result in a direct or reasonably indirect potential change in the environment (CEQA Guidelines Section 15060(c)(2)). Before any development of the property that is subject to the ENA can occur, the City of Oxnard would have to agree to the sale of the property to Dynamic, and Dynamic would have to obtain the necessary entitlements for the development of the Site.

## **STRATEGIC PRIORITIES**

This agenda item supports the 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, inviting new business investments and targeting site-based redevelopment opportunities.

## **FINANCIAL IMPACT**

There is no financial impact to the City associated with entering into the ENA. The ENA requires the Developer to provide a \$5,000 deposit that becomes nonrefundable in 90 days. Positive financial impact would occur if the Property were sold pursuant to the disposition agreement that will be negotiated between the City and Dynamic Real Estate Partners, LLC.

## **COMMITTEE OUTCOME**

This item did not originate in Committee because it is a continuation of an item previously considered by City Council in Closed Session on July 15, 2025.

*Prepared by: Brenda Lopez, Housing Director*

## **ATTACHMENTS**

1. Attachment 1 - Exclusive Negotiating Agreement Agreement (A-8601) and Site Map
2. Attachment 2 - Presentation

## **EXCLUSIVE NEGOTIATION AGREEMENT**

This Exclusive Negotiation Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, effective this \_\_\_\_ day of March 2026, by and between the City of Oxnard, a California municipal corporation (“City”) and Dynamic Real Estate Partners LLC, a California limited liability company (“Developer”). The City and Developer shall be referred to as the “Parties.”

A. The City currently owns the following three (3) properties designated as Assessor Parcel Numbers (APN) 132-0-033-010 (“Property”) and 132-0-311-065 and 132-0-311-075 (“Adjacent Property 1”) located in the City of Oxnard. The Developer’s successor-in-interest is the owner of the following property designated as APN 132-0-033-105 (“Adjacent Property 2”) in Oxnard. The Property, Adjacent Property 1, and Adjacent Property 2 are depicted and described in Exhibit A, attached hereto and incorporated herein by this reference.

B. The Developer wishes to pursue the development of the Property as a high-quality commercial development use project that would contribute to the optimum development of the Property.

C. Pursuant to the terms of this Agreement, the City wishes to grant an exclusive period of time for the Developer to consider the development of the Property and to negotiate necessary agreements with the City for the acquisition and subsequent development of the Property. City shall retain ownership of Adjacent Property 1.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. Exclusive Negotiation Regarding the Properties

a. The City and the Developer agree to negotiate in good faith for a period beginning on the date of this Agreement and ending twelve (12) months thereafter (the “Negotiation Period”) regarding the Developer’s acquisition and development of the Property for a commercial development on the Property. The City and the Developer may extend the Negotiation Period for one (1) twelve (12) month extension by an agreement in writing executed by the Developer and the Housing Director. The Housing Director may administratively approve and execute any such extension of the Negotiating Period. The parties agree that the objective of their negotiations is to discuss and prepare a disposition agreement(s) to be considered for execution between City and Developer, in the manner set forth herein, with respect to the acquisition and development of the Property. The negotiations may include discussions concerning the terms of a disposition agreement(s), potential tenants, and the project entitlement process. With this Agreement, the City does not make any commitments regarding: a disposition agreement(s) to be considered for execution between City and Developer, in the manner set forth herein, with respect to the

acquisition and development of the Property. The negotiations may include discussions concerning the terms of a disposition agreement(s), potential tenants, and the project entitlement process. With this Agreement, the City does not make any commitments regarding:

i. Its ability or desire to enter into any agreement regarding the Developer's possible acquisition and development of the Property; or

ii. Whether the City will make the finding necessary for the disposition of publicly owned property.

b. During the Negotiation Period, the Developer may complete certain predevelopment studies and activities related to the development of the Property, which predevelopment studies and activities shall include (but are not limited to) the following:

i. Developer's documentation of how the proposed development will improve the local economy and expand the City's tax base;

ii. Developer's commitment to work in coordination with City staff to process an application to request an amendment to the City's Riverpark Specific Plan (RPSP) to ensure the proposed development is consistent with the RPSP. Developer acknowledges that this process may take a minimum of nine (9) months;

iii. Prepare and submit a Pre-Development Advisory Committee (Pre-DAC) application to the City for consideration of the proposed development;

iv. Prepare a site plan, renderings, and designs for the project that is proposed to be constructed on the Property;

v. Develop a conceptual framework for an easement and/or access agreement between Developer and the owner and owner's lessee(s) for Adjacent Property 1 and 2 as depicted and described in Exhibit A; and

vi. Negotiate with the City for the acquisition of the Property and preparation of necessary disposition documents.

c. Nothing herein is intended to prohibit the City from furnishing any information concerning the Property which it may be required by law to furnish or which it would otherwise normally furnish to persons requesting information concerning the City's activities, goals, and matters of a similar nature.

d. The City agrees that, to the fullest extent permitted by applicable law, the Developer shall be and hereby is granted an exclusive role as "developer" for the Property for the purposes described herein for the Negotiation Period. In furtherance of the foregoing, during the term of this Agreement, the City agrees not to engage another person or entity as "developer" (or any

similar role) or to cause or allow any such engagement with respect to the Property for the purposes described herein.

2. Independent Consideration. Developer shall make a good-faith deposit of \$5,000, which becomes nonrefundable 90 days from the effective date of this Exclusive Negotiation Agreement. City agrees and acknowledges this is good and sufficient consideration for Developer's right to terminate this Agreement at any time for any reason or no reason. It is the express intent of the parties hereto that this Agreement shall not be void or voidable for lack of mutuality.

3. Limitation on Remedies for Breach or Default and Release of Claims

a. The Parties would not have agreed to any part of this Agreement if they and/or their respective officers, officials, employees, and agents were collectively or separately liable to the other for any amount of monetary damages or other remedies. Accordingly, the Parties acknowledge and agree that the other party's exclusive right and remedy upon any breach or default as set forth in this Agreement is to terminate this Agreement. The Parties each acknowledge that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

b. Civil Code Section 1542 notwithstanding, it is the parties' intention to be bound by the limitation on remedies set forth in this Section, and the Parties hereby release any and all claims against the other and their respective officers, officials, employees, and agents for monetary damages or other legal or equitable relief, whether or not such released claims were known or unknown to such Party as of its entry into this Agreement. The Parties hereby waive the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.

4. Notices, Demands, and Communications between the Parties. Formal notices, demands, and communications between the City and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, an overnight mail service (with signature for delivery required), by electronic delivery, or by courier not affiliated with the sender at the cost of the sending party with written evidence of receipt, to the principal offices of the City or the Developer as designated below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate, by mail as provided in this Section.

If to City:                      435 S. D Street  
    Oxnard, California 93030  
    Attn: Housing Director

With a copy to: 305 W. Third Street  
Oxnard, California 93030  
Attn: City Attorney and General Counsel

If to Developer: Dynamic Development Co  
11777 San Vicente Blvd. Suite 800  
Los Angeles, CA 90049  
Attn: Carter Crouch

With a copy to: Dynamic Development Co  
11777 San Vicente Blvd. Suite 800  
Los Angeles, CA 90049  
Attn: Jeffrey Adelman, Esq.

5. Access and Information. Developer and its agents or representatives shall have the right to enter upon the Properties at any reasonable time and with a minimum of 24 hours prior notice during the term of this Agreement for any lawful purpose in furtherance of the feasibility analysis or development of the Properties including, without limitation, verification of information, and conducting investigations, tests and studies. Upon the Developer's request, the City shall promptly furnish to the Developer all material information within its possession or control concerning the Properties, including without limitation, copies of all topographical surveys, environmental reports, engineering studies, soil-bearing test data, and any similar reports and studies with respect to the Properties. Developer shall indemnify, defend and hold the City harmless from any and all third-party claims, demands, losses, actions, liabilities, causes of action or judgments, including reasonable attorney's fees, which the City may incur or be required to pay by reason of Developer's entry onto the Properties and activities conducted thereon by the Developer or its agents, employees, contractors or consultants, including, without limitation, any damages, injury or death to any person or property suffered by any person, firm or corporation, except that Developer shall have no indemnification obligation with respect to damages, injury or death sustained by any person or entity not acting on behalf or under the authority of Developer. Notwithstanding any other provision of this Agreement, the Developer shall have no liability to the City or any other party by reason of, nor shall the Developer have any duty to indemnify, defend or hold any person harmless from or against, any claim, demand, damage, loss, action, liability, cause of action or judgment, including without limitation, any claim for diminution in value of the sites or for environment remediation or clean-up costs, arising out of or in connection with the mere fact of having discovered and/or reported any adverse physical condition, title condition or other condition or defect with respect to the any of the Properties.

6. Authority to Sign. The Parties hereby represent and warrant to the other that the individuals executing this Agreement have full authority to do so and to bind its principal to perform pursuant to the terms and conditions of this Agreement.

7. Miscellaneous Provisions

a. The parties shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations and performance of the activities undertaken pursuant to Section 1(b) above.

b. This Agreement is for the sole purpose of agreeing to a period of exclusive negotiations with the Developer. The City shall prepare such public notices and schedule such public hearings, in accordance with applicable law, as may be necessary for the consideration by the City of any terms which may be agreed upon between the City staff and the Developer. The Developer expressly acknowledges and agrees that the City will not and cannot be bound by any statement, promise or representation made by the City staff during the course of negotiations of an agreement and that the City may be legally bound only upon the subsequent approval of the agreement(s) by the City Council, as applicable and appropriate, in accordance with applicable law.

c. If at any time during the Negotiation Period, the Developer elects not to proceed with the acquisition and development of the Property, the Developer may, by written notice to the City, terminate this Agreement for any reason or no reason. In the event the Developer terminates this Agreement or the parties fail to execute one or more agreements regarding the sale of the Property and the development thereof, the parties shall not have any obligations or duties hereunder and no liability whatsoever.

d. The Developer expressly acknowledges and agrees that the City has not agreed to fund, subsidize or otherwise assist the Developer in connection with the proposed development of the Property.

e. The Developer expressly acknowledges and agrees that the City will not be exercising its respective powers or eminent domain for the acquisition of any properties adjacent to the Property.

f. By agreeing to enter into this Agreement, the City is not committing or agreeing to undertake any acts or activities requiring the subsequent independent exercise of discretion by the City Council.

g. The prevailing party in any action or proceeding arising out of or relate to this Agreement shall be entitled to recover its attorney's fees as part of costs.

h. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

i. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

j. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

k. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

l. All parties to this Agreement declare that, prior to the execution of this Agreement, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Agreement and making the decision to execute it. The parties each represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Agreement or their respective legal counsel with regard to the subject matter, basis or effect of this Agreement.

m. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement and has had its legal counsel review it. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

n. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors, and assignees.

o. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

p. All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated.

q. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

r. Any provision of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

s. No amendment, change, or addition to, or waiver of termination of, this Agreement or any part hereof shall be valid unless in writing and signed by the City and the Developer.

*[Signatures on following page]*

**CITY OF OXNARD**

**DEVELOPER**

---

Luis A. Mc Arthur  
Mayor

---

Carter Crouch  
Managing Director, Dynamic Real  
Estate Partners LLC

**ATTEST:**

---

Lourdes A. López  
City Clerk

**APPROVED AS TO FORM:**

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Stephen M. Fischer  
City Attorney

## Exhibit A – Site Map



- (1)** Parcel #132-0-311-065; 132-0-311-075; Adjacent Property 1 (City Owned, To Be Retained)
- (2)** Parcel # 132-0-033-105; Adjacent Property 2 (Developer Owned)
- (3)** Parcel # 132-0-033-010; Property (City Owned)

# Exclusive Negotiation Agreement Between the City of Oxnard and Dynamic Real Estate Partners, LLC

Brenda Lopez, Director  
Housing Department  
City Council  
March 3, 2026

# BACKGROUND

1. On February 1, 2022 the City Council declared surplus 53 properties, including the undeveloped site (APN: 132-0-033-010) located between U.S. 101 and Riverpark Boulevard, West of the East Vineyard Avenue and Riverpark Boulevard intersection (“Property”).
2. After complying with the Surplus Land Act (“SLA”) to offer the property to the preferred public and affordable housing buyers, a transaction did not materialize.
3. During the SLA process two commercial development proposals were received. The City Council authorized negotiations with one of the proposers, however; a transaction did not materialize.
4. Since all requirements of the SLA process are met, the City may now dispose of the Property as deemed appropriate.

# PROPERTY

The Subject Property is Site 3.



- (1)** Parcel # 132-0-311-065; 132-0-311-075; Adjacent Property 1 (City Owned, To Be Retained)
- (2)** Parcel # 132-0-033-105; Adjacent Property (Successor-In- Interest)
- (3)** Parcel # 132-0-033-010; Property (City Owned)

# DISCUSSION

1. To facilitate the disposal of the Property, Coldwell Banker Richard Ellis (“CBRE”) was engaged to conduct outreach and marketing to identify a developer interested in the property.
2. Dynamic Real Estate Partners LLC (“Dynamic”), the developer of the adjacent property, expressed interest and submitted a Letter of Intent to acquire and develop the Property for commercial use, consisting of two (2) commercial buildings totaling 4,000 square feet.
3. Dynamic is an established developer with over 50 years of experience in retail and multi-family development and a portfolio of over 1,500 projects comprising 7,500,000 square feet.

# EXCLUSIVE NEGOTIATION AGREEMENT

1. Housing Staff recommends executing an Exclusive Negotiation Agreement (“ENA”) with Dynamic for a term of twelve (12) months which may be extended once for an additional twelve (12) months to negotiate and prepare a disposition agreement.
2. If the City Council approves the ENA, City Staff will begin negotiations with Dynamic to determine the price and terms under which Dynamic would acquire and develop the Property.
3. The requested action only authorizes the City to negotiate with Dynamic; it does not approve a project for the Property.
4. Final approval of the disposition agreement is subject to City Council approval, while any proposed development is subject to the City’s land use approval process.

# EXCLUSIVE NEGOTIATION AGREEMENT

1. Separately, while negotiations are underway, staff intends to bring an amendment forward for consideration to amend the Riverpark Specific Plan (“RPSP”) to replace the public facilities designation currently on the site with commercial: regional.
2. The public facilities designation was placed on the site on July 20, 2009 through Amendment 8 to the RPSP to allow the Public Works Department to develop an administrative office and maintenance facility, which was never built. Previously the site was designated commercial: regional.
3. Approval of the ENA would not presuppose any City Council action on the proposed specific plan amendment.

# RECOMMENDATION

That the City Council authorize the Mayor to execute an Exclusive Negotiation Agreement with Dynamic Real Estate Partners, LLC regarding an undeveloped site (APN: 132-0-033-010) located between U.S. 101 and Riverpark Boulevard, West of the East Vineyard Avenue and Riverpark Boulevard intersection (Property).



**End of Presentation**



## CITY COUNCIL AGENDA REPORT

### REPORTS AGENDA ITEM NO. N.3

**DATE:** March 3, 2026

**TO:** City Council

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

**SUBJECT:** Ratify an Emergency Order and Approve a Public Project Agreement with Toro Enterprises, Inc. for Two Emergency Repairs on a Water Main Near 800 E Pleasant Valley Rd in an amount not to exceed \$260,000.

#### RECOMMENDATION

That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed \$260,000.00 for Two Emergency Repairs on a Water Main near 800 E Pleasant Valley Rd; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

(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/sdeZszzFdd4>

#### BACKGROUND

Oxnard City Code Section 4-30(B)(5) authorizes the Director of Public Works to order or take any directly related and immediate action required in an emergency without giving notice for bids to let contracts for a public project, in conformity with Public Contract Code section 22050.

On February 3, 2026, a 12-inch cast-iron water main break occurred near 800 E Pleasant Valley, causing a sinkhole, localized flooding, and asphalt damage. The westbound lanes on E. Pleasant Valley Rd. were closed, and traffic was redirected.

On February 8, 2026, a second main break occurred approximately east of the previous main break. The second main break was 6 inches in diameter and required the replacement of 20 feet of the water main.

The circa 1964 water main is a cast-iron pipe, and over time, from normal wear and tear, is susceptible to breaks. These water main breaks created emergencies that required immediate action, which was ordered and directed by the Director of Public Works.

To ensure immediate completion of the work initiated by Water Division staff, Toro Enterprises, Inc. was contacted on an urgent basis to assist with the required repairs on the 12-inch cast iron water main. Toro completed the repairs to include

the use of sand, slurry, paving, and pavement markings of the roadway on both lanes going westbound on Pleasant Valley Road.

On February 4, 2026, Toro submitted an initial estimate for the February 3rd main break in the amount of \$123,151.00, indicating the work would exceed \$100,000. On February 5, 2026, Toro submitted a revised estimate with a sub-total of \$149,647.80. The increase reflected the additional costs associated with the late-night work required to complete repairs and reopen Pleasant Valley Road to traffic.

On February 10, 2026, Toro submitted an estimate for the February 8th main break, with a sub-total of \$94,975.75, which includes the above-ground pavement work.

The first available City Council meeting after receiving the final estimated cost from Toro is March 3, 2026.

## **DISCUSSION**

The provisions of the Purchasing Ordinance allow emergency work to proceed without competitive bidding, subject to certain requirements. Pursuant to Oxnard City Code Section 4-30 and Public Contract Code §22050, the Director of Public Works may order any emergency action required to repair or replace any public facility without adopting plans, specifications, working details, or giving notice for bids to let contracts. Such work may be performed by City Staff or a Contractor, or a combination of the two. In this case, the emergency repair work was performed by both City Staff and a third-party contractor, Toro.

A Public Project Agreement with Toro Enterprises, Inc., for a total amount not to exceed \$260,000.00 for the Two Emergency Repairs on the 12-inch cast iron Water Main near 800 E Pleasant Valley Rd is required to comply with the City's Purchasing Ordinance 3053. The request is for \$260,000.00, slightly above the current estimated amounts from Toro, in case any final adjustments to work quantities are required once all time and material tickets and/or material delivery tickets are available and reviewed by water staff for completeness.

As of the date of this report, the water main breaks that caused the two separate emergency circumstances have ceased, and no further emergency action is required at this time.

## **STRATEGIC PRIORITIES**

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

## **FINANCIAL IMPACT**

The total cost for the Public Project Agreement with Toro Enterprises, Inc., shall not exceed \$260,000.00 for Emergency Repairs on a Water Main near 800 E Pleasant Valley Rd. Funds are available in the Water Operating Fund 601 (6013600-53200) for this Agreement.

## **COMMITTEE OUTCOME**

This item did not originate in Committee per the City Council Committee Bylaws Resolution 15,851, Article II, Section D.3.c as this is an urgency item.

*Prepared by: Chris Peyton, Water Division Manager*

## **ATTACHMENTS**

1. Toro February 3, 2026 Estimate for First Main Break
2. Toro February 5, 2026 Updated Estimate for First Main Break
3. Toro February 10, 2026 Estimate for Second Main Break
4. Presentation



**NON-SCHEDULED - URGENT**

**REPAIR WORK ESTIMATE**

**TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY**

Date: 2/3/2026

FROM: BRETT FRANKLIN

Name of Estimator

OF: TORO ENTERPRISES, INC.

Contractor

To: CHRIS PEYTON

Name of Project Manager, City of Oxnard

WATER

Division

**12 WATER REPAIR ON PLEASANT VALLEY RD WEST OF JEFFERSON**

Project Name

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: TORO WAS CALLED OUT TO PLEASANT VALLEY RD TO

REPAIR 12" WATER LINE THAT BLEW OUT AT 6:00AM. TORO REPLACED THE CITY'S TRAFFIC CONTROL AND BEGAN WORK. REPAIR WAS MADE AND ROCK WAS PLACED 1' BELOW THE REPAIRED PIPE AND SANDED TO SECURE, TO ALLOW THE WATER

DEPT TO RE-ENERGIZE THE WATER. TORO TO RETURN THE FOLLOWING DAY TO DIG OUT DAMAGED ASPHALT 90'X 32' AND OVER-EX 8" OF BASE PER CITY INSPECTOR. WILL GRADE AND COMPACT FOR 90' NEW CONCRETE CURB IN THE CENTER

MEDIAN. TORO IS SCHEDULED TO PAVE ON THURSDAY WITH A 4" SECTION OF 3/4" MIX AND CAP WITH 2" OF 1/2" MIX. ONCE COMPLETE THE AREA AFFECTED WITH MUD WILL BE CLEANED & TRAFFIC CONTROL WILL BE PULLED AND OPENED.

**RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION**

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE		WORKERS x HOURS x HOURLY RATE	
					MON-FRI 8AM-5PM			
FOREMAN	1	X	24	X	\$ 153.04	=	\$ 3,672.96	
OPERATOR	4	X	24	X	\$ 132.12	=	\$ 12,683.52	
LABORER	5	X	24	X	\$ 98.20	=	\$ 11,784.00	
SUPERINTENDENT	1	X	12	X	\$ 163.61	=	\$ 1,963.32	
LABOR OVER TIME	1		HOURS		MON-FRI 5:01PM - 7:59 AM		WORKERS x HOURS x HOURLY RATE	
FOREMAN	1	X	16	X	\$ 229.56	=	\$ 3,672.96	
OPERATOR	4	X	16	X	\$ 198.16	=	\$ 12,682.24	
LABORER	5	X	16	X	\$ 147.30	=	\$ 11,784.00	
SUPERINTENDENT	1	X	4	X	\$ 245.41	=	\$ 981.64	
LABOR DOUBLE TIME					SAT, SUN, HOLIDAYS		WORKERS x HOURS x HOURLY RATE	
FOREMAN		X		X	\$ 306.07	=	\$ -	
OPERATOR		X		X	\$ 264.22	=	\$ -	
LABORER		X		X	\$ 196.40	=	\$ -	
SUPERINTENDENT		X		X	\$ 327.21	=	\$ -	
<b>LABOR TOTAL:</b>								<b>\$ 59,224.64</b>
EQUIPMENT	QUANTITY		HOURS		HOURLY RATE		QUANTITY x HOURS x HOURLY RATE	
Air Compressor	1	X	24	X	\$ 24.40	=	\$ 585.60	
Service Truck	3	X	40	X	\$ 48.80	=	\$ 5,856.00	
Backhoe Caterpillar 420 or	3	X	40	X	\$ 63.44	=	\$ 7,612.80	
Bobtail Dump Truck	2	X	40	X	\$ 51.24	=	\$ 4,099.20	
150 GPM Pump w/20-ft hose	1	X		X	\$ 9.76	=	\$ -	

Traffic Control- No Flaggers, 8 Hour Day	2	X	48	X	\$ 39.04		\$ 3,747.84
Traffic Control, Number of Flaggers, Regular 8 Hour Day		X		X	\$ 217.29	=	\$ -
Traffic Control, Number of Flaggers, Over Time 8 Hour Day	1	X	20	X	\$ 325.93	=	\$ 6,518.60
Traffic Control, Number of Flaggers, Double Time 8 Hour Day		X		X	\$ 434.58	=	\$ -
Stihl TS 500 of Equal Saw		X		X	\$ 8.70	=	\$ -
Multiquip MTX70 or Equal		X		X	\$ 11.03	=	\$ -
Pumper Truck 120 Barrel Reg Time	1	X		X	\$ 253.29	=	\$ -
Pumper Truck 120 Barrel Over Time		X		X	\$ 330.90	=	\$ -
Pumper Truck 120 Barrel DoubleTime		X		X	\$ 399.68	=	\$ -
<b>EQUIPMENT TOTAL:</b>							<b>\$ 28,420.04</b>
							QUANTITY x DAYS x PER DAY RATE
MISC. WORK	QUANTITY		TOTAL DAYS		PER DAY RATE		
4" Discharge Pump	1	X	1	X	\$ 506.32	=	\$ 506.32
6" Discharge Pump		X		X	\$ 652.72	=	\$ -
8" Discharge Pump		X		X	\$ 774.72	=	\$ -
12" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
16" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
24" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
<b>MISC. WORK TOTAL:</b>							<b>\$ 506.32</b>
<b>MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT)</b>							
<b>NOTE: Itemized materials list will be required with the invoice.</b>							<b>\$ 35,000.00</b>
<b>SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT)</b>							
<b>NOTE: Itemized Subcontractor quote will be required with the invoice.</b>							
<b>ESTIMATE TOTAL:</b>							<b>\$ 123,151.00</b>



**NON-SCHEDULED - URGENT**

**REPAIR WORK ESTIMATE**

**TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY**

Date: 2/5/2026

FROM: BRETT FRANKLIN

Name of Estimator

OF: TORO ENTERPRISES, INC.

Contractor

To: CHRIS PEYTON

Name of Project Manager, City of Oxnard

WATER

Division

**12 WATER REPAIR ON PLEASANT VALLEY RD WEST OF JEFFERSON**

Project Name

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: TORO WAS CALLED OUT TO PLEASANT VALLEY RD TO

REPAIR 12" WATER LINE THAT BLEW OUT AT 6:00AM. TORO REPLACED THE CITY'S TRAFFIC CONTROL AND BEGAN WORK. REPAIR WAS MADE AND ROCK WAS PLACED 1' BELOW THE REPAIRED PIPE AND SANDED TO SECURE, TO ALLOW THE WATER

DEPT TO RE-ENERGIZE THE WATER. TORO TO RETURN THE FOLLOWING DAY TO DIG OUT DAMAGED ASPHALT 90'X 32' AND OVER-EX 8" OF BASE PER CITY INSPECTOR. WILL GRADE AND COMPACT FOR 90' NEW CONCRETE CURB IN THE CENTER

MEDIAN. TORO IS SCHEDULED TO PAVE ON THURSDAY WITH A 4" SECTION OF 3/4" MIX AND CAP WITH 2" OF 1/2" MIX. ONCE COMPLETE THE AREA AFFECTED WITH MUD WILL BE CLEANED & TRAFFIC CONTROL WILL BE PULLED AND OPENED.

**RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION**

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE		WORKERS x HOURS x HOURLY RATE	
					MON-FRI 8AM-5PM			
FOREMAN	1	X	24	X	\$ 153.04	=	\$ 3,672.96	
OPERATOR	4	X	24	X	\$ 132.12	=	\$ 12,683.52	
LABORER	9	X	24	X	\$ 98.20	=	\$ 21,211.20	
SUPERINTENDENT	1	X	12	X	\$ 163.61	=	\$ 1,963.32	
LABOR OVER TIME	1		HOURS		MON-FRI 5:01PM - 7:59 AM		WORKERS x HOURS x HOURLY RATE	
FOREMAN	1	X	24	X	\$ 229.56	=	\$ 5,509.44	
OPERATOR	4	X	24	X	\$ 198.16	=	\$ 19,023.36	
LABORER	5	X	24	X	\$ 147.30	=	\$ 17,676.00	
SUPERINTENDENT	1	X	4	X	\$ 245.41	=	\$ 981.64	
LABOR DOUBLE TIME			HOURS		SAT, SUN, HOLIDAYS		WORKERS x HOURS x HOURLY RATE	
FOREMAN		X		X	\$ 306.07	=	\$ -	
OPERATOR		X		X	\$ 264.22	=	\$ -	
LABORER		X		X	\$ 196.40	=	\$ -	
SUPERINTENDENT		X		X	\$ 327.21	=	\$ -	
<b>LABOR TOTAL:</b>								<b>\$ 82,721.44</b>
EQUIPMENT	QUANTITY		HOURS		HOURLY RATE		QUANTITY x HOURS x HOURLY RATE	
Air Compressor	1	X	24	X	\$ 24.40	=	\$ 585.60	
Service Truck	3	X	40	X	\$ 48.80	=	\$ 5,856.00	
Backhoe Caterpillar 420 or	3	X	40	X	\$ 63.44	=	\$ 7,612.80	
Bobtail Dump Truck	2	X	40	X	\$ 51.24	=	\$ 4,099.20	
150 GPM Pump w/20-ft hose	1	X		X	\$ 9.76	=	\$ -	

Traffic Control- No Flaggers, 8 Hour Day	2	X	48	X	\$ 39.04		\$ 3,747.84
Traffic Control, Number of Flaggers, Regular 8 Hour Day		X		X	\$ 217.29	=	\$ -
Traffic Control, Number of Flaggers, Over Time 8 Hour Day	1	X	20	X	\$ 325.93	=	\$ 6,518.60
Traffic Control, Number of Flaggers, Double Time 8 Hour Day		X		X	\$ 434.58	=	\$ -
Stihl TS 500 of Equal Saw		X		X	\$ 8.70	=	\$ -
Multiquip MTX70 or Equal		X		X	\$ 11.03	=	\$ -
Pumper Truck 120 Barrel Reg Time	1	X		X	\$ 253.29	=	\$ -
Pumper Truck 120 Barrel Over Time		X		X	\$ 330.90	=	\$ -
Pumper Truck 120 Barrel DoubleTime		X		X	\$ 399.68	=	\$ -
<b>EQUIPMENT TOTAL:</b>							<b>\$ 28,420.04</b>
							<b>QUANTITY x DAYS x PER DAY RATE</b>
<b>MISC. WORK</b>	<b>QUANTITY</b>		<b>TOTAL DAYS</b>		<b>PER DAY RATE</b>		
4" Discharge Pump	1	X	1	X	\$ 506.32	=	\$ 506.32
6" Discharge Pump		X		X	\$ 652.72	=	\$ -
8" Discharge Pump		X		X	\$ 774.72	=	\$ -
12" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
16" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
24" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
<b>MISC. WORK TOTAL:</b>							<b>\$ 506.32</b>
<b>MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT)</b>							
<b>NOTE: Itemized materials list will be required with the invoice.</b>							<b>\$ 38,000.00</b>
<b>SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT)</b>							
<b>NOTE: Itemized Subcontractor quote will be required with the invoice.</b>							
<b>ESTIMATE TOTAL:</b>							<b>\$ 149,647.80</b>



**NON-SCHEDULED - URGENT**

**REPAIR WORK ESTIMATE**

**TO BE COMPLETED BY CONTRACTOR & SUBMITTED TO CITY**

Date: 2/10/2026

FROM: BRETT FRANKLIN

Name of Estimator

OF: TORO ENTERPRISES, INC.

Contractor

To: CHRIS PEYTON

Name of Project Manager, City of Oxnard

WATER

Division

**WATER MAIN REPAIR EAST OF WEST OF ROSE AVE**

Project Name

BRIEFLY DESCRIBE THE LOCATION & WORK PERFORMED: TORO WAS CALL OUT ON SUNDAY 2/8/26 ON ANOTHER

MAIN BREAK AT PLEASANT VALLEY RD WEST OF ROSE AVE. BROKE OUT ASPHALT, SETUP 4" PUMP AND MADE REPAIR

ROCK WAS BROUGHT IN TO STABLIZE THE BOTTOM OF THE PIPE ZONE. ONCE STABLIZE, SAND, BASE & COLD PATCHED.

POURED NEW CURB AND PAVED AFFECTED AREA

**RATES BELOW ARE AS STATED IN THE CONTRACT, AND ARE NOT SUBJECT TO ESCALATION OR NEGOTIATION**

LABOR STRAIGHT TIME	NUMBER OF WORKERS		HOURS		HOURLY RATE		WORKERS x HOURS x HOURLY RATE	
					MON-FRI 8AM-5PM			
FOREMAN	1	X	18	X	\$ 153.04	=	\$ 2,754.72	
OPERATOR	3	X	16	X	\$ 132.12	=	\$ 6,341.76	
LABORER	4	X	16	X	\$ 98.20	=	\$ 6,284.80	
SUPERINTENDENT	1	X	6	X	\$ 163.61	=	\$ 981.66	
LABOR OVER TIME	NUMBER OF WORKERS		HOURS		MON-FRI 5:01PM - 7:59 AM		WORKERS x HOURS x HOURLY RATE	
FOREMAN		X		X	\$ 229.56	=	\$ -	
OPERATOR		X		X	\$ 198.16	=	\$ -	
LABORER		X		X	\$ 147.30	=	\$ -	
SUPERINTENDENT		X		X	\$ 245.41	=	\$ -	
LABOR DOUBLE TIME	NUMBER OF WORKERS		HOURS		SAT, SUN, HOLIDAYS		WORKERS x HOURS x HOURLY RATE	
FOREMAN	1	X	19	X	\$ 306.07	=	\$ 5,815.33	
OPERATOR	2	X	17	X	\$ 264.22	=	\$ 8,983.48	
LABORER	6	X	18	X	\$ 196.40	=	\$ 21,211.20	
SUPERINTENDENT	1	X	2	X	\$ 327.21	=	\$ 654.42	
<b>LABOR TOTAL:</b>								<b>\$ 53,027.37</b>
EQUIPMENT	QUANTITY		HOURS		HOURLY RATE		QUANTITY x HOURS x HOURLY RATE	
Air Compressor	1	X	8	X	\$ 24.40	=	\$ 195.20	
Service Truck	2	X	35	X	\$ 48.80	=	\$ 3,416.00	
Backhoe Caterpillar 420 or	2	X	35	X	\$ 63.44	=	\$ 4,440.80	
Bobtail Dump Truck	2	X	35	X	\$ 51.24	=	\$ 3,586.80	
150 GPM Pump w/20-ft hose		X		X	\$ 9.76	=	\$ -	

Traffic Control- No Flaggers, 8 Hour Day		X		X	\$ 39.04		\$ -
Traffic Control, Number of Flaggers, Regular 8 Hour Day	1	X	18	X	\$ 217.29	=	\$ 3,911.22
Traffic Control, Number of Flaggers, Over Time 8 Hour Day		X		X	\$ 325.93	=	\$ -
Traffic Control, Number of Flaggers, Double Time 8 Hour Day	1	X	18	X	\$ 434.58	=	\$ 7,822.44
Stihl TS 500 of Equal Saw	1	X	8	X	\$ 8.70	=	\$ 69.60
Multiquip MTX70 or Equal		X		X	\$ 11.03	=	\$ -
Pumper Truck 120 Barrel Reg Time		X		X	\$ 253.29	=	\$ -
Pumper Truck 120 Barrel Over Time		X		X	\$ 330.90	=	\$ -
Pumper Truck 120 Barrel DoubleTime		X		X	\$ 399.68	=	\$ -
<b>EQUIPMENT TOTAL:</b>							<b>\$ 23,442.06</b>
							<b>QUANTITY x DAYS x PER DAY RATE</b>
<b>MISC. WORK</b>	<b>QUANTITY</b>		<b>TOTAL DAYS</b>		<b>PER DAY RATE</b>		
4" Discharge Pump	1	X	1	X	\$ 506.32	=	\$ 506.32
6" Discharge Pump		X		X	\$ 652.72	=	\$ -
8" Discharge Pump		X		X	\$ 774.72	=	\$ -
12" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
16" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
24" Discharge Pump		X		X	\$ 1,073.63	=	\$ -
<b>MISC. WORK TOTAL:</b>							<b>\$ 506.32</b>
<b>MATERIALS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT)</b>							
<b>NOTE: Itemized materials list will be required with the invoice.</b>							<b>\$ 18,000.00</b>
<b>SUBCONTRACTORS ESTIMATE (10% MARKUP PERMITTED BY CONTRACT)</b>							
<b>NOTE: Itemized Subcontractor quote will be required with the invoice.</b>							
<b>ESTIMATE TOTAL:</b>							<b>\$ 94,975.75</b>

Ratify an Emergency Order and Approve a Public Project Agreement with Toro Enterprises, Inc. for Two Emergency Repairs on a Water Main Near 800 E Pleasant Valley Rd in an amount not to exceed \$260,000

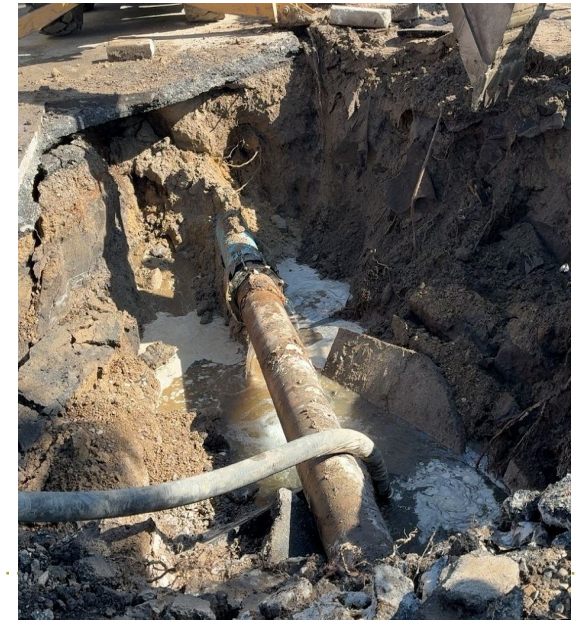
City Council  
March 3, 2026

Chris Peyton, Water Division Manager

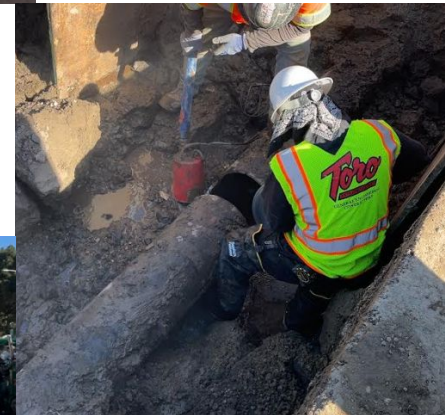
That the City Council review and ratify the following:

1. The Director of Public Works' emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system;
2. Authorize the City Manager to execute an emergency Public Project Agreement with Toro Enterprises, Inc. for a total amount not to exceed \$260,000.00 for Two Emergency Repairs on a Water Main near 800 E Pleasant Valley Rd; and
3. The Director of Public Works' declaration of the termination of the emergency order to dispense with public bidding requirements pursuant to Public Contract Code section 22050, to make emergency repairs to the City's water distribution system.

- Oxnard City Code Section 4-30(B)(5) authorizes the Director of Public Works to order or take any directly related and immediate action required in an emergency without giving notice for bids to let contracts for a public project, in conformity with Public Contract Code section 22050.
- On February 3, 2026, a 12-inch cast iron water main break occurred near 800 E. Pleasant Valley Rd, causing a sinkhole, flooding, and asphalt damage.
- The westbound lanes on E. Pleasant Valley Rd. were closed, and traffic was redirected.



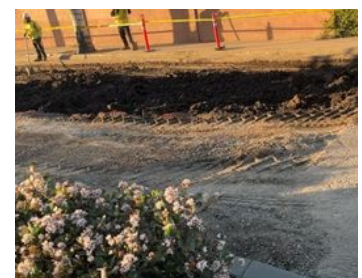
- On February 8, 2026, a second main break occurred east of the previous main break.
- The second main break was 6 inches in diameter and required the replacement of 20 feet of the water main.
- The circa 1964 water main is a cast-iron pipe, and over time, from normal wear and tear, is susceptible to breaks.
- These water main breaks created emergencies that required immediate action, which was ordered and directed by the Director of Public Works.



- For immediate completion of the work initiated by Water Division staff, Toro Enterprises, Inc. was contacted on an urgent basis.
- Repairs were made on the 12 inch cast iron water main.
- Repairs include use of sand, slurry, paving, and pavement markings of the roadway on both lanes going westbound on Pleasant Valley Rd.
- The estimated cost for repairs exceeded \$100k.
- March 3, 2026 is the first available City Council meeting after receiving the estimated cost from Toro.



- Staff is proceeding with a stand-alone emergency public project agreement with a not to exceed of \$260,000 under Section 4-30 of the City's purchasing policy and Public Contract Code §22050.
- These provisions allow emergency work to proceed without competitive bidding, subject to specific requirements.
- As of the date of this report, the water main break that caused the emergency circumstances has ceased and no further emergency action is required at this time.



- The total cost for the Public Project Agreement with Toro Enterprises, Inc., for a total amount not to exceed \$260,000.00 for Emergency Repairs on a Water Main near 800 E Pleasant Valley Rd.
- The request is for \$260,000.00 slightly above the current estimated amount from Toro, in case any final adjustments to work quantities are required once all the time and material tickets and/or material delivery tickets are available and reviewed by water staff for completeness.
- Funds are available in the Water Operating Fund 601 (6013600-53200) for this Agreement.





QUESTIONS?