

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor and at the Oxnard main library, 251 South A Street during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.



AMENDED AGENDA

(Amended 7/27/26 - to add Closed Session at 5:00 p.m. and Items (C-1, C-2 and C-3))

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

July 30, 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: 840 0773 5382
3. Passcode: 403847

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3:00 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3:00 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.

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.

July 30, 2026

PAGE 2

- 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.

To report a disruption of the meeting broadcast or remote public comment system, please call +1 805-385-8325. In the event of such a disruption, the legislative body will recess the open session of the meeting while efforts are made to restore the disrupted service. If the disrupted service has not been restored within one (1) hour, the legislative body may reconvene the meeting as authorized by Government Code 54953.4 and the policy set forth in City Council Resolution No. 16,074.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council
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: Douglas Partello vs Lourdes Lopez, et al.
Ventura County Superior Court Case No. 2026CUWM068928
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2)) Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.
Legislative Body: City Council

D. APPOINTMENT ITEMS (5:30 PM)

1. SUBJECT: Presentation by FoodShare.

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Posthumous Commendation to Peggy Rivera.

2. SUBJECT: Presentation of Commendations to Local Organizations Involved with Americas 250th Celebration.

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.

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: Conflict of Interest Code Amendment.

RECOMMENDATION: That the City Council adopt a resolution repealing all previous Conflict of Interest Code resolutions and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

2. Community Development Department

SUBJECT: Deferred Development Impact Fee Agreement for Lockwood III Apartments.

RECOMMENDATION: That the Oxnard City Council approve and authorize the Mayor to execute an agreement (A-8628) with Lockwood 3 Oxnard LP, a California limited partnership deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of \$5,717,422.16 for the Lockwood III Apartments Project PZ 22-500-04 (Special Use Permit).

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

3. Fire Department

SUBJECT: Authorization to Submit Federal Emergency Management Agency (FEMA) Grant Applications.

RECOMMENDATION: That the City Council adopt a resolution that:

1. Ratifies the submission of three (3) grant applications to FEMA for Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program in the amount of \$1,908,421.72 in grant funding, including a \$173,492.89 local match requirement, for the purpose of acquiring twenty-one (21) self-contained breathing apparatus and conducting paramedic and urban search and rescue training for Oxnard Fire personnel.
2. Ratifies the submission of one (1) grant application to FEMA for a Fiscal Year 2025 Fire Prevention and Safety (FP&S) grant in the amount of \$211,406.64, including a \$10,066.98 local match requirement, for the installation of 2,500 smoke and carbon monoxide detectors and fifteen (15) smoke detectors for the deaf and hearing impaired;
3. Authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
4. Authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
5. Authorizes the Fire Chief or designee to submit non-financial reports.

(Community Services, Public Safety, Housing & Economic Development Committee approved 3-0 on July 14, 2026.)

Legislative Body: City Council

Contact: Alexander Hamilton, (805) 385-7700

4. Police Department

SUBJECT: First Amendment to Agreement with Sintra Group (Agreement #32400302) for Background Investigations.

July 30, 2026

PAGE 5

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to the Agreement with Sintra Group (Agreement #32400302), to increase the amount by \$480,000, for a total contract value not to exceed \$1,280,000, and extend the agreement for one (1) additional year through January 3, 2028, for Police and Fire Department pre-employment background investigation services.

(This item did not originate in Committee.)

Legislative Body: City Council
Contact: Rocky Marquez, (805) 200-2337

5. Public Works Department

SUBJECT: Grant Application to the Urban Greening Grant Program.

RECOMMENDATION: That the City Council:

1. Adopt a resolution with the certifications and compliances required by the grantor for a grant amount not to exceed \$4,995,887 with a grant match of \$71,038.38 for the Oxnard Trail Urban Greening Project; and
2. Appoint the City Manager, Public Works Director, Finance Director, or designee, as agents to conduct all negotiations, execute and submit all documents, including, but not limited to, applications, agreements, budget appropriations and payment requests that may be necessary for the completion of the aforementioned project.

(This item did not originate in Committee.)

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

6. Public Works Department

SUBJECT: Approve Additional Contract Funds for Additive Bid Item 1, for the Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project, Specification No. PW 24-129.

RECOMMENDATION: That the City Council approve and authorize additional contract contingency funding for the execution of Alternate Bid Item 1 in the amount of \$232,000 to Agreement 32600126 with Jilk Heavy Construction for a new not-to-exceed contract value of \$2,664,001.

(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

7. Public Works Department

SUBJECT: Fiscal Year 2025-26 Special District Utility Subsidy Budget Adjustments.

RECOMMENDATION: That the City Council approve revenue budget adjustments within fund 120 for additional FY 2025-26 revenues from utility subsidies received by LMDs 38 and 39 (subfunds 23803801 and 23913801) totaling \$14,600.

July 30, 2026

PAGE 6

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 17, 2025.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Multiple Professional Services Agreements for On-Call Design and Constructability Review Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the following Professional Services Agreements, each with an initial term of three years from July 31, 2026, to July 30, 2029, with an option for two consecutive one-year period extensions ending July 30, 2031, for On-Call Design and Constructability Review Services:

1. Agreement 32700029 with Diversified Project Services International, Inc., for a total amount not to exceed \$1,250,000.00;
2. Agreement 32700030 with Cumming Management Group, Inc., for a total amount not to exceed \$1,250,000.00; and
3. Agreement 32700031 with Willdan Engineering, for a total amount not to exceed \$1,250,000.00.

(Public Works and Transportation Committee approved 3-0 on July 14, 2026.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department

SUBJECT: Agreement 32700047 with RoviSys for Supervisory Control and Data Acquisition (SCADA) Support Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with RoviSys in an amount not to exceed of \$1,515,000 for an initial one-year term from July 31, 2026, to July 30, 2027, with the option for four consecutive one-year period extensions ending July 30, 2031, for Supervisory Control and Data Acquisition (SCADA) Support Services.

(Public Works and Transportation Committee approved 3-0 on July 14, 2026.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

M. PUBLIC HEARINGS

N. REPORTS

1. City Attorney Department

SUBJECT: Ordinance Regulating E-Bikes.

RECOMMENDATION: That the City Council approve and introduce by title only and waive further reading of an ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXX TO

July 30, 2026

PAGE 7

CHAPTER 7 OF THE CITY CODE REGARDING THE REGULATION OF THE OPERATION OF MOTORIZED WHEELED CONVEYANCES, E-BIKES, AND SIMILAR DEVICES.”

(Community Services, Public Safety, Housing and Economic Development Committee approved 3-0 on July 14, 2026.)

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

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

2. Community Development Department

SUBJECT: Funding Agreement with the Ventura County Watershed Protection District for the Santa Clara River Levee 3 Project.

RECOMMENDATION: That the City Council:

1. Adopt a Resolution authorizing the City Manager or designee to execute a Funding Agreement (A-8626) with the County of Ventura Watershed Protection District in an amount not to exceed \$2,356,779.24 for the Santa Clara River Levee 3 Construction Project, consisting of:

- a. \$1,000,000 from California Department of Water Resources (DWR) Grant No. 4600015992; and
- b. \$1,356,779.24 net from Devco Oxnard Vineyard Oxnard Avenue LLC Developer's Fair Share contribution.

2. Authorize the City Manager or designee to execute and approve the necessary budget appropriations for the use of the developer's fair share contribution and grant funds to transfer to the Ventura County Watershed Protection District for the SCR-3 Construction Project, subject to the contingencies above.

(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/QWPSe0YVw_w

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

3. Public Works Department

SUBJECT: Public Project Agreement 32700065 with Toro Enterprises, Inc. for Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$4,384,787 in Project funds for the Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09;
2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of \$3,653,989 for the Project and approve a Project contingency amount of \$365,399 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$4,019,388 for the Project; and

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

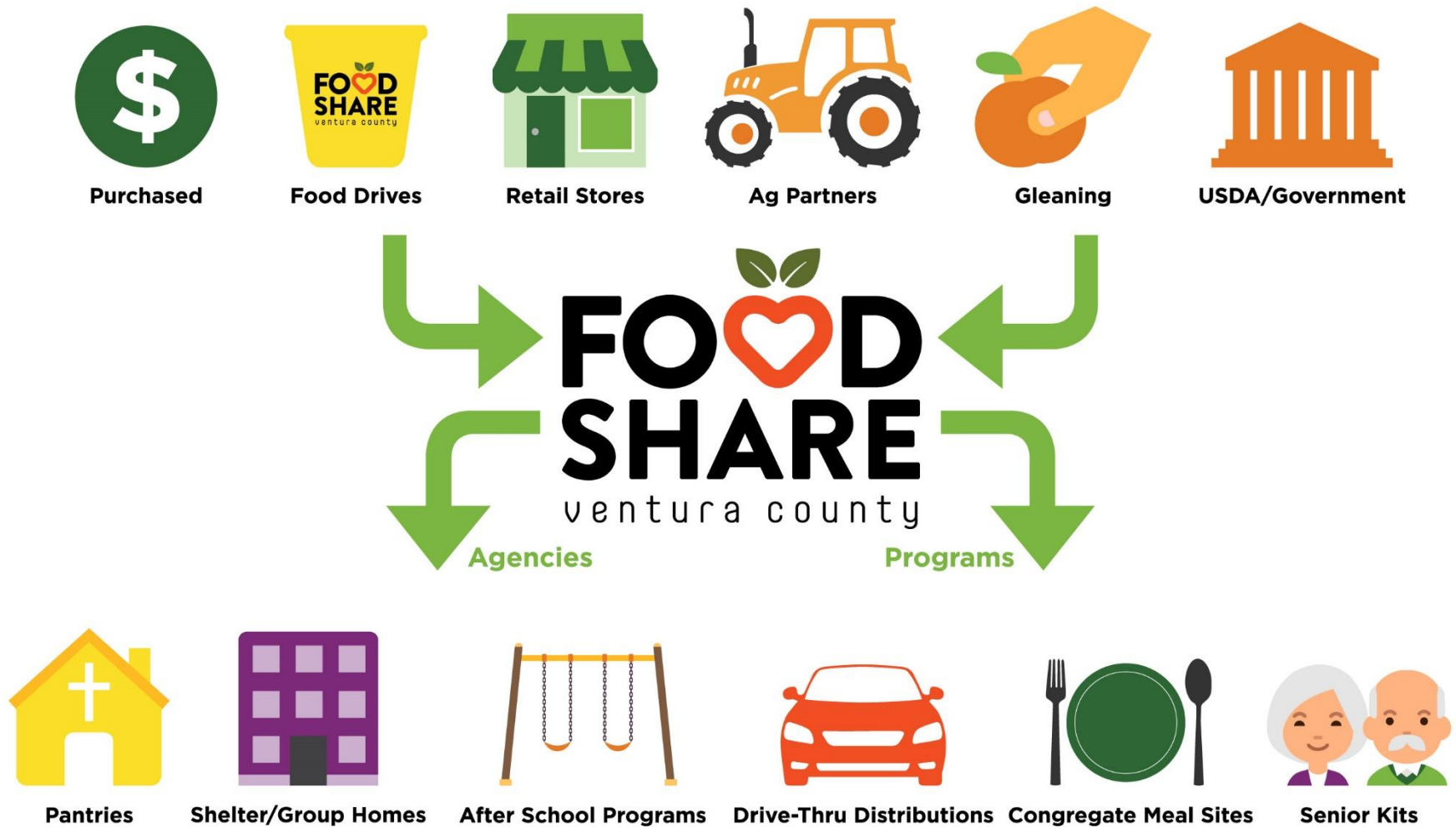
O. ADJOURNMENT



**BECAUSE
NO ONE
SHOULD
GO
HUNGRY.**



How Food Share Works

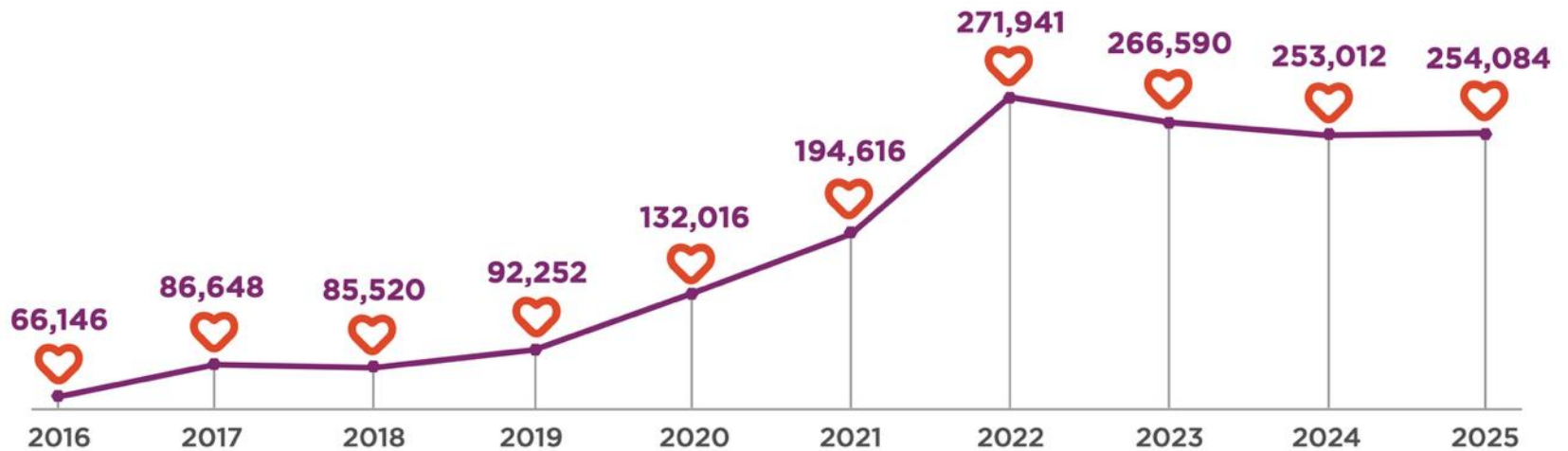


The State of Hunger in Ventura County





Food Share Neighbors Served (2016–2025)



1 IN 4 PEOPLE IN VENTURA COUNTY NEEDED FOOD ASSISTANCE LAST YEAR.



250,000

PEOPLE SERVED
(UNIQUE INDIVIDUALS)



840K+

NUMBER OF VC
RESIDENTS



30%

% OF VC COUNTY
POPULATION SERVED



330

DISTRIBUTION
LOCATIONS



**FOOD
SHARE**
ventura county



190

PARTNER AGENCIES



21M

POUNDS OF FOOD
DISTRIBUTED



17.5M

EQUIVALENT # OF
MEALS PROVIDED



\$65M

EST. RETAIL VALUE OF
FOOD DISTRIBUTED

State of Hunger in OXNARD

	Pounds of Food Distributed	8,290,310
	# of Meals Provided	6,908,591
	# of People Served Through Pantries	130,420
	Total County Population (2020 Census)	201,879
	% of City Population Served	64.60%
	# of Agency Partners	63
	# of Retail Rescue Partners	24
	Retail Value of Food Distributed	\$26,388,056

Partner Pantries in Oxnard

St. Anthony's
Church

Shelter Care
Resources

Community
Action of
Ventura County

Church of
Nazarene

Circle of Love
@ Southwind's
Park

Celebration
Nation

Westminster
Free Clinic

Grace Bible
Church

New Life
Community
Church

Salvation Army
Oxnard

Oxnard
Community
Food Pantry

Bethel AME
Church

Find Free Food NOW!

Search the map below to easily find sources of free food available in your area today!

Prefer using your phone? **Download our app** to quickly find free food sources near you—anytime, anywhere.

Search Location

Oxnard, CA, USA

×

↗

Distribution Type

ALL

Distance

5 Miles

Status

ALL

Map

Satellite

Reset Map

☒ Radius Circle

United Parents

300 West 5th Street Ste A
Oxnard, CA, 93030

Phone: 805-384-1555

DIAPER BANK

Mon: 01:30 PM - 07:30 PM

Tues: 01:30 PM - 07:30 PM

Wed: 01:30 PM - 07:30 PM

Thur: 01:30 PM - 07:30 PM

Fri: 01:30 PM - 07:30 PM

Sat: 08:00 AM - 05:30 PM

M-F 1:30pm to 7:30pm; Saturday 9am-5:30pm

Directions

Distance: 0.16 Miles

VC Rescue Mission

234 E. Sixth St
Oxnard, CA, 93030

Phone: 805-436-4602

HOT MEALS

Mon: 11:00AM - 11:30AM
05:30PM - 06:00PM

Tues: 11:00AM - 11:30AM
05:30PM - 06:00PM

Wed: 11:00AM - 11:30AM
05:30PM - 06:00PM

Thur: 11:00AM - 11:30AM
05:30PM - 06:00PM

Fri: 11:00AM - 11:30AM
05:30PM - 06:00PM

Sat: 12:00PM - 12:30PM
05:30PM - 06:00PM

Sun: 12:00PM - 12:30PM
05:30PM - 06:00PM



Hunger Relief in Action





College Park Drive-Thru Dist.

WEEKLY: 1,000 CARS/1,400 BOXES/5500 INDIVIDUALS



**Serving our Unhoused
70,000 KITCHEN FREE BAGS**



Serving our Farmworkers

EST. 45,000 FARMWORKERS IN VENTURA COUNTY



Feeding our Seniors

3,500 SENIOR BOXES MONTHLY



Kids Programs

KIDS FARMERS MARKETS & KIDS KITCHEN



Photo by: Juan Carlo/The Star

The Need Continues

THIS IS BIG.



All Under One Roof









CAMPAIGN
GOAL:
\$50M

TOTAL
RAISED:
\$45M

**91%
to
Goal**

Thank You!





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

DATE: July 30, 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
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.1

DATE: July 30, 2026
TO: City Council
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION

That the City Council adopt a resolution repealing all previous Conflict of Interest Code resolutions and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests ("Form 700").

(This item did not originate in Committee.)

BACKGROUND

The Political Reform Act of 1974 (Government Code, §§ 81000 et seq.) (the "Act") requires all public agencies to adopt and maintain a conflict of interest code, which includes a list of positions that must file Statements of Economic Interests disclosing certain financial interests relating to particular duties. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code, §§ 87306, 87306.5.) The City Council is the code-reviewing body. This update is needed at this time to serve as the regular update of the Code.

The City Clerk and the City Attorney's Office have reviewed the City's Conflict of Interest Code and have determined that updates to the Code are necessary. All City departments were consulted and verified their Form 700 filing positions.

The proposed revisions are based on the establishment and recognition of new positions that must be designated, the deletion of titles that have been eliminated, the consolidation of designated positions, and the placement of designated positions into their updated departments.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on April 30, 2026.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. 2026 Conflict of Interest Code Resolution
2. 2026 Conflict of Interest Code Resolution Final

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING ALL PREVIOUS CONFLICT OF INTEREST CODE RESOLUTIONS AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”) in compliance with the Act, and has amended the Code in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on July 30, 2026 at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals all previous Conflict of Interest Code resolutions.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as **Exhibit A**.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 30th day of July 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney

Exhibit A



**CITY OF OXNARD
CONFLICT OF INTEREST CODE**

2026

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. ~~The City Clerk shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission.~~ The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

The Mayor, City Councilmembers, Planning Commission, the City Manager, the City Attorney, and the City Treasurer, are NOT included as “designated positions” as the disclosure obligations for these positions are set forth by Government Code Section 87200, et seq. Listed below for reference are their disclosure categories.

POSITION	DISCLOSURE CATEGORY
Mayor and City Councilmembers	Reference GC 87200-87210
Planning Commissioners	Reference GC 87200-87210
City Manager	Reference GC 87200-87210
City Attorney	Reference GC 87200-87210
City Treasurer	Reference GC 87200-87210

All officials and designated positions required to submit a statement of economic interests shall receive ethics training every two years, and within 60 days of assuming office, as required pursuant to Government Code section 53235 (AB 1234). The City Clerk shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2).

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer/Assistant Chief Financial Officer

Housing Financial Officer

Billing and Licensing Supervisor

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Chief Assistant City Attorney	1, 2
Deputy City Attorney I/II/III/IV	1, 2
Law Office Manager	5

City Clerk's Office

Assistant City Clerk	5
City Clerk	5

City Manager's Office

Administrative Analyst (Senior/Supervisor)	2, 3, 5, 6
Administrative Services Analyst	2, 3, 5
Administrative Services Manager	1, 2
Assistant City Manager	1, 2
Deputy City Manager	1, 2
Information Technology Supervisor	5

~~Department of Billing and Licensing~~ Listed Under Finance Department

~~Assistant City Treasurer/Department Director I~~—1, 2

~~Administrative Services Administrator/Supervisor~~—4

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Community Development Department**

Administrative Services Administrator/Supervisor	5
Administrative Services Analyst	2, 3
Assistant Department Director II	1, 2
Assistant Engineer	3, 5, 6
Associate Engineer	3, 5, 6
Building/Construction Inspector I/II	3, 5, 6
Civil Engineer	3, 5, 6
Code Compliance Inspector	3, 5, 6
Contract Planner	2, 3, 5, 6
Department Director II	1, 2
Engineer Division Manager	3, 5, 6
Inspections/Code Compliance Administrator	5, 6
Inspections Field Supervisor	3, 5, 6
Permit Coordinator	2, 3, 5, 6
Planner	2, 3, 5, 6
Planner, Assistant	2, 3, 5, 6
Planning Manager	1, 2
Planning Supervisor	2, 3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Cultural and Community Services Department**

Administrative Services Administrator/Supervisor	5, 6
Administrative Services Analyst	5, 6
Administrative Services Analyst, Senior	5, 6
Assistant Department Director I	1, 2
Cultural & Recreation Services Analyst	5, 6
Cultural and Recreation Services Manager	1, 2, 5, 6
Cultural & Recreation Services Supervisor	5, 6
Department Director I	1, 2
Library Manager	1, 5
Library Services Supervisor	5

Finance Department

Administrative Services Administrator/Supervisor	4
Administrative Services Analyst	4
Administrative Services Analyst, Senior	4
Administrative Services Manager	5
Assistant Department Director NRC I	4
Department Director II	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Fire Department**

Administrative Services Analyst	4, 5
Administrative Services Analyst	5
Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Manager	5, 6
Deputy Fire Marshall	1, 6
Emergency Services Manager	5
EMS Coordinator	5
Fire Chief	1, 2
Fire Environmental Specialist I/II	6
Fire Inspector	3, 6
Fire Investigator	3, 6
Fire Prevention Supervisor	3, 6
Fire Marshall	5, 6

Housing Department

Administrative Services Administrator/Supervisor	1, 2, 6
Administrative Services Analyst	3, 5
Administrative Services Analyst, Senior	2, 3, 5
Administrative Services Manager	1, 2, 6
Assistant Department Director I	1, 2
Code Compliance Inspector	2, 3, 5, 6
Department Director II	1, 2
Inspections Field Supervisor	3, 5, 6
Maintenance & Operations Superintendent	5
Planning Manager	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Human Resources Department**

Assistant Department Director NRC I	5
Department Director I	1, 2
Administrative Services Manager	5

Information Technology Department

Administrative Services Analyst	3, 5
Department Director I	1, 2
Deputy Chief Information Officer	5
Information Technology Officer I/II	5
Information Technology Supervisor	5

Police Department

Administrative Services Administrator	5
Administrative Services Manager	5
Assistant Police Chief	1, 2
Police Chief	1, 2
Police Commander	5, 6
Property & Records Manager	5
Public Safety Communications Manager	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Public Works Department**

Administrative Services Administrator/Supervisor	5, 6
Administrative Services Analyst	4, 5
Administrative Services Analyst, Senior	4, 5
Administrative Services Manager	1, 2
Administrative Services Supervisor	5
Assistant Department Director II	1, 2
Assistant Director of Utilities	1, 2
Chief Plant Operator	4
City Engineer	1, 2
Construction Project Manager	2, 3, 4
Department Director III	1, 2
Engineer Division Manager	1, 2
Fleet Services Mechanic Supervisor	5
Maintenance Crew Supervisor	5
Maintenance & Operations Superintendent	2, 5, 6
Plant Maintenance Superintendent	2, 5, 6
Plant Maintenance Supervisor	5
Plant Operations Manager	5
Senior Engineer	1, 2
Special Districts Manager	2, 3, 5
Utilities Construction Project Manager, Sr.	2, 3, 4
Utilities Manager	2, 5, 6
Utilities Technical Services Manager	2, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Members of Boards, Committees & Commissioners**

Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Member	1, 2
Measure “O” Citizen Oversight Committee Member	1, 2
Mobilehome Park Rent Review Board Member	2, 6

Miscellaneous

Consultants and New Positions ²	1, 2
Acting Positions	Subject to the same disclosure as position performed
Interim Positions	Subject to the same disclosure as position performed

DISCLOSURE CATEGORIES

² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING ALL PREVIOUS CONFLICT OF INTEREST CODE RESOLUTIONS AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”) in compliance with the Act, and has amended the Code in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on July 30, 2026 at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

SECTION 1. The City Council hereby repeals all previous Conflict of Interest Code resolutions.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as **Exhibit A**.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 30th day of July 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney

Exhibit A



**CITY OF OXNARD
CONFLICT OF INTEREST CODE**

2026

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

The Mayor, City Councilmembers, Planning Commission, the City Manager, the City Attorney, and the City Treasurer, are NOT included as “designated positions” as the disclosure obligations for these positions are set forth by Government Code Section 87200, et seq. Listed below for reference are their disclosure categories.

POSITION	DISCLOSURE CATEGORY
Mayor and City Councilmembers	Reference GC 87200-87210
Planning Commissioners	Reference GC 87200-87210
City Manager	Reference GC 87200-87210
City Attorney	Reference GC 87200-87210
City Treasurer	Reference GC 87200-87210

All officials and designated positions required to submit a statement of economic interests shall receive ethics training every two years, and within 60 days of assuming office, as required pursuant to Government Code section 53235 (AB 1234). The City Clerk shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2).

APPENDIX

CITY OF OXNARD CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer/Assistant Chief Financial Officer

Housing Financial Officer

Billing and Licensing Supervisor

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Chief Assistant City Attorney	1, 2
Deputy City Attorney I/II/III/IV	1, 2

City Clerk's Office

Assistant City Clerk	5
City Clerk	5

City Manager's Office

Administrative Analyst (Senior/Supervisor)	2, 3, 5, 6
Administrative Services Analyst	2, 3, 5
Administrative Services Manager	1, 2
Assistant City Manager	1, 2
Deputy City Manager	1, 2
Information Technology Supervisor	5

Department of Billing and Licensing - Listed Under Finance Department

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Community Development Department**

Administrative Services Administrator/Supervisor	5
Administrative Services Analyst	2, 3
Assistant Department Director II	1, 2
Assistant Engineer	3, 5, 6
Associate Engineer	3, 5, 6
Building/Construction Inspector I/II	3, 5, 6
Civil Engineer	3, 5, 6
Code Compliance Inspector	3, 5, 6
Contract Planner	2, 3, 5, 6
Department Director II	1, 2
Engineer Division Manager	3, 5, 6
Inspections/Code Compliance Administrator	5, 6
Inspections Field Supervisor	3, 5, 6
Permit Coordinator	2, 3, 5, 6
Planner	2, 3, 5, 6
Planner, Assistant	2, 3, 5, 6
Planning Manager	1, 2
Planning Supervisor	2, 3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Cultural and Community Services Department**

Administrative Services Administrator/Supervisor	5, 6
Administrative Services Analyst	5, 6
Administrative Services Analyst, Senior	5, 6
Assistant Department Director I	1, 2
Cultural & Recreation Services Analyst	5, 6
Cultural and Recreation Services Manager	1, 2, 5, 6
Cultural & Recreation Services Supervisor	5, 6
Department Director I	1, 2
Library Manager	1, 5
Library Services Supervisor	5

Finance Department

Administrative Services Administrator/Supervisor	4
Administrative Services Analyst	4
Administrative Services Analyst, Senior	4
Administrative Services Manager	5
Assistant Department Director NRC I	4
Department Director II	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Fire Department**

Administrative Services Analyst	4, 5
Administrative Services Analyst	5
Assistant Fire Chief	1, 2
Battalion Chief	5, 6
CUPA Manager	5, 6
Deputy Fire Marshall	1, 6
Emergency Services Manager	5
EMS Coordinator	5
Fire Chief	1, 2
Fire Environmental Specialist I/II	6
Fire Inspector	3, 6
Fire Investigator	3, 6
Fire Prevention Supervisor	3, 6
Fire Marshall	5, 6

Housing Department

Administrative Services Administrator/Supervisor	1, 2, 6
Administrative Services Analyst	3, 5
Administrative Services Analyst, Senior	2, 3, 5
Administrative Services Manager	1, 2, 6
Assistant Department Director I	1, 2
Code Compliance Inspector	2, 3, 5, 6
Department Director II	1, 2
Inspections Field Supervisor	3, 5, 6
Maintenance & Operations Superintendent	5
Planning Manager	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Human Resources Department**

Assistant Department Director NRC I	5
Department Director I	1, 2
Administrative Services Manager	5

Information Technology Department

Administrative Services Analyst	3, 5
Department Director I	1, 2
Deputy Chief Information Officer	5
Information Technology Officer I/II	5
Information Technology Supervisor	5

Police Department

Administrative Services Administrator	5
Administrative Services Manager	5
Assistant Police Chief	1, 2
Police Chief	1, 2
Police Commander	5, 6
Property & Records Manager	5
Public Safety Communications Manager	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Public Works Department**

Administrative Services Administrator/Supervisor	5, 6
Administrative Services Analyst	4, 5
Administrative Services Analyst, Senior	4, 5
Administrative Services Manager	1, 2
Administrative Services Supervisor	5
Assistant Department Director II	1, 2
Assistant Director of Utilities	1, 2
Chief Plant Operator	4
City Engineer	1, 2
Construction Project Manager	2, 3, 4
Department Director III	1, 2
Engineer Division Manager	1, 2
Fleet Services Mechanic Supervisor	5
Maintenance Crew Supervisor	5
Maintenance & Operations Superintendent	2, 5, 6
Plant Maintenance Superintendent	2, 5, 6
Plant Maintenance Supervisor	5
Plant Operations Manager	5
Senior Engineer	1, 2
Special Districts Manager	2, 3, 5
Utilities Construction Project Manager, Sr.	2, 3, 4
Utilities Manager	2, 5, 6
Utilities Technical Services Manager	2, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES ASSIGNED****Members of Boards, Committees & Commissioners**

Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Las Cortes Member	1, 2
Measure “O” Citizen Oversight Committee Member	1, 2
Mobilehome Park Rent Review Board Member	2, 6

Miscellaneous

Consultants and New Positions ²	1, 2
Acting Positions	Subject to the same disclosure as position performed
Interim Positions	Subject to the same disclosure as position performed

DISCLOSURE CATEGORIES

² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. L.2

DATE: July 30, 2026

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Deferred Development Impact Fee Agreement for Lockwood III Apartments.

RECOMMENDATION

That the Oxnard City Council approve and authorize the Mayor to execute an agreement (A-8628) with Lockwood 3 Oxnard LP, a California limited partnership deferring development impact fees, until the time of final inspection or the date the certificate of occupancy is issued, whichever comes first, in the amount of \$5,717,422.16 for the Lockwood III Apartments Project PZ 22-500-04 (Special Use Permit).

(This item did not originate in Committee.)

BACKGROUND

On August 1, 2024, the Planning Commission (the "Commission") approved Resolution 2024-20 which allowed for the construction of a new five-story, 234-unit, mixed-income, multifamily apartment building and associated utilities located on the existing, vacant 5.17-acre property at 2151 Lockwood Street (APN: 213-0-090-275) within the Business Research Park land use designation and the Business Research Park - Affordable Housing Discretionary (BRP-AHD) zone district and developed under the Affordable Housing Discretionary (AHD) Additive Zone regulations. The Project was subsequently appealed to the City Council, who approved Resolution 15,828 upholding the Commission's approval of the project. Following City Council approval, modifications to the project were made to reduce the number of stories to a total of four stories and to convert the project to an all-affordable project. At this time, the challenges have ended for the development project and plans have been submitted for building plan check.

DISCUSSION

Because the Lockwood III Apartments are 100 percent affordable, the developer has the right to request that the City defer payment of specific fees and charges for the project until the date of the final inspection, or until the date the certificate of occupancy is issued for each building (whichever occurs first). State law mandates that the City defer these fees and charges upon request (Government Code Section 66007). The statute, however, authorizes the City to require that the developer enters into a binding agreement that will be recorded against the property to help secure payment of the fees and charges. In addition, the City can require that the developer post a letter of credit or performance bond as additional security that the developer will pay the fees and charges. Consistent with Government Code section 66007(c)(2)(B), the annual reporting requirement to the county auditor for unpaid deferred fees is inapplicable to this project. The City requires (and the applicant will post) a letter of credit to guarantee payment of the deferred impact fees prior to building permit issuance. Additionally, as a 100% affordable project with the required recorded regulatory agreement, the reporting provisions of section 66007(c)(2)(B)(iii) do not apply.

The City has prepared an Agreement Affecting Real Property/Deferral of Impact Fees for each project to facilitate the deferral of the development impact fees in the amount of \$5,717,422.16 for Lockwood III Apartments (Attachment 1). The current fee amount is based on the fees currently in effect, however, final fees shall be based on the fee amount in effect at the time of permit issuance. The final fee amounts shall be reflected in the agreement prior to finalizing the

agreement. The agreement will secure the developer's obligation to pay the deferred City fees and charges and will be executed prior to the issuance of Building Permits. City staff is requesting that the Mayor be given authority to execute the agreement on behalf of the City.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on April 30, 2026.

FINANCIAL IMPACT

The deferral of the fees simply means the fees will be paid to the City at a later date. The fees due for the development will be paid by the developer prior to occupancy of the residential units.

COMMITTEE OUTCOME

This item did not originate in Committee. Lockwood III Apartments was approved by the City Council through SUP 22-500-04 on September 17, 2024. Also, pursuant to Government Code Section 66007, the City must allow for the deferral of these impact fees and charges upon request.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. Agreement Affecting Real Property- Deferred of Impact Fees (Lockwood III Apartment) (A-8628)

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Oxnard
City Clerk's Office
300 West Third Street
Oxnard, California 93030

No Recording Fee Required in Accordance with
Government Code Section 6103

Agreement # A-8628

(Space Above for Recorder's Use Only)

**AGREEMENT AFFECTING REAL PROPERTY
DEFERRAL OF IMPACT FEES**

This AGREEMENT AFFECTING REAL PROPERTY DEFERRAL OF IMPACT FEES is made and entered into this ____ day of _____, 2026, by and between LOCKWOOD 3 OXNARD LP, a California limited partnership ("Owner"), and the City of Oxnard, a California Municipal Corporation ("City").

WHEREAS, Owner is the owner of that certain property located in the City of Oxnard, County of Ventura, State of California that is more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has received approval to develop the Property pursuant to Planning and Zoning Permit Nos. 22-500-04 (Special Use Permit) & PZ 22-535-03 (Density Bonus) (hereinafter, the "Project"); and

WHEREAS, Owner has requested that the City defer specific impact fees associated with the Project, as specified in Exhibit B, which is attached hereto and incorporated herein by the reference (hereinafter, the "Fees"); and

WHEREAS, pursuant to Government Code Section 66007, subd. (c), the City shall not require the payment of the Fee until the date of the first final inspection or the date the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first; and

Agreement # A-8628

WHEREAS, the City may require earlier payment of the Fees if such fees are collected for public improvements or facilities for which an account has been established, funds appropriated, and a construction schedule or plan adopted by the City prior to final inspection or issuance of the certificate of occupancy, or if the Fees are to reimburse the City for expenditures previously made; and

WHEREAS, pursuant to Government Code Section 66007, subd. (c), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City may require the Owner to execute a contract to secure payment of the Fees.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. **Recitals.** The Recitals above are true and correct and constitute an enforceable provision of this Agreement.
2. **Fees and Lien.**
 - (a) The Owner acknowledges that it owes the City the sum of Five million, seven hundred seventeen thousand, four hundred twenty-two dollars and sixteen cents (\$5,717,422.16) for the Fees identified in **Exhibit B**.
 - (b) To secure the payment of these Fees, the Owner hereby grants the City a lien on the Property. The lien shall be enforceable against the Property as provided in this Agreement.
3. **Escrow Notification.** Prior to the issuance of any building permit for the Project, the Owner shall notify the City of the opening of any escrow for the sale of the Property and provide escrow instructions to ensure that the Fees are paid to the City from the sale proceeds, prior to disbursement of proceeds to the seller.
4. **Payment of Deferred Fees.**
 - (a) The Owner agrees to pay the deferred Fees identified in **Exhibit B** for each building that constitutes part of the Project on or before the date of final inspection or the date the certificate of occupancy (or temporary certificate of occupancy) is issued for that specific building, whichever occurs first.
 - (b) Deferred utility fees, not associated with a specific building (such as irrigation water meters), shall be paid prior to activation of the utility service by the City.
5. **Default and Remedies.**
 - (a) If the Fees are not paid when due, the City is authorized to enforce its lien against the Property, including foreclosure, and may seek all available legal and equitable remedies.
 - (b) In addition, if water and/or sewer fees are unpaid when due, the City may disconnect water and sewer services to the specific buildings identified in **Exhibit B** for which the fees have not been paid.

(c) Notwithstanding subsections (a) and (b) above, the City shall not exercise any remedy under this Agreement unless and until the City has delivered written notice of the nonpayment to the Owner and the Owner has failed to pay the delinquent Fees within five (5) business days after the date of such notice.

6. **Compliance with City Code.** The Owner agrees to comply with all applicable provisions of the Oxnard City Code.
7. **Voidance of Inspection or Occupancy Certificate.** If the Fees are not paid when due, the City shall have the right to void the final inspection or issuance of the certificate of occupancy for any building in the Project until such fees are paid.
8. **Termination; Release of Lien.** Upon payment in full to the City of all Fees due under this Agreement, this Agreement shall automatically terminate and be of no further force or effect, and the lien granted to the City hereunder shall be automatically released, extinguished, and reconveyed. Within sixty (60) days after such payment in full, the City shall provide a Notice of Completion and Bond Release Letter in a form reasonably acceptable to Owner, evidencing the termination of this Agreement and the release of the lien. The City's obligations under this Section shall survive the termination of this Agreement.
9. **Governing Law.** This Agreement shall be governed by, construed, and enforced under the laws of the State of California. Venue for any legal action related to this Agreement shall be exclusively in the Superior Court of Ventura County, California.
10. **Waiver.** The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. Waiver shall not be deemed effective until and unless signed by the waiving party.
11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
12. **Amendments.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
13. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
14. **Entire Agreement.** This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.
15. **Authority.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this

Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

16. **Counterparts.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

THE CITY:

CITY OF OXNARD, a public body,
corporate and politic

Date: _____

By: _____
Luis A. Mc Arthur,
Mayor

ATTEST:

By: _____
Lourdes A. López,
City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer,
City Attorney

OWNER:

LOCKWOOD 3 OXNARD LP,
a California limited partnership

By: Pacific Housing, Inc.,
a California nonprofit public benefit
corporation

Its: Managing General Partner

By: _____
Mark A. Wiese, President

By: Lockwood 3 Oxnard Investor LLC, a Delaware limited
liability company

Its: Co-General Partner

By: Waterford Lockwood 3 Oxnard
LLC, a California limited liability
company

Its: Managing Member

By: _____
John P. Drachman, Manager

By: Cypress Lockwood 3 Oxnard Venture LLC, a
Delaware limited liability company

Its: Managing Member

By: _____
Michael Soroichinsky,
Manager

Exhibit A

Legal Descriptions

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: PARCEL 1 OF PARCEL MAP NO. 18-300-10, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 72, PAGES 67 TO 69 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND LYING 500 FEET BELOW THE SURFACE THEREOF, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON THE SURFACE OR UNDER 500 FEET OF THE SUBSURFACE OF SAID LAND.

APN: 213-0-090-275

Exhibit B

Fees

25-4702 ~ Lockwood III: 234 Units	
Deferred Impact Fees:	
Growth Fee	\$1,089,237.24
Park & Rec. Fee	\$1,273,486.50
Mobility Fee	\$618,291.18
Water Capitol Fac. Fee: 1.5" & 2" Meter	\$2,729.00
Water Resource ~ 1.5" & 2" Meter	\$22,333.00
Sewer Conn WWTP Resid	\$646,350.12
Sewer Connect Conv	\$248,124.24
Traffic Impact Fee	\$1,733,207.58
Public Art Fee (239038 sf. @ .35)	\$83,663.30
TOTAL:	\$5,717,422.16



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

DATE: July 30, 2026
TO: City Council
FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org
SUBJECT: Authorization to Submit Federal Emergency Management Agency (FEMA) Grant Applications.

RECOMMENDATION

That the City Council adopt a resolution that:

1. Ratifies the submission of three (3) grant applications to FEMA for Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program in the amount of \$1,908,421.72 in grant funding, including a \$173,492.89 local match requirement, for the purpose of acquiring twenty-one (21) self-contained breathing apparatus and conducting paramedic and urban search and rescue training for Oxnard Fire personnel.
2. Ratifies the submission of one (1) grant application to FEMA for a Fiscal Year 2025 Fire Prevention and Safety (FP&S) grant in the amount of \$211,406.64, including a \$10,066.98 local match requirement, for the installation of 2,500 smoke and carbon monoxide detectors and fifteen (15) smoke detectors for the deaf and hearing impaired;
3. Authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
4. Authorizes the Chief Financial Officer or designee to submit financial reports and grant claims for the use of match and grant funds and perform all other required financial actions; and
5. Authorizes the Fire Chief or designee to submit non-financial reports.

(Community Services, Public Safety, Housing & Economic Development Committee approved 3-0 on July 14, 2026.)

BACKGROUND

Assistance to Firefighters (AFG) and Fire Prevention and Safety (FP&S) Grants are federal grant programs administered by FEMA under the U.S. Department of Homeland Security. The program provides annual funding opportunities to fire departments, non-affiliated EMS organizations, and other state agencies to improve emergency response capabilities. Oxnard Fire and its regional partner agencies are eligible and routinely apply for these annual grant opportunities to obtain critically needed resources to maintain and enhance public safety and to protect emergency personnel from fire and related hazards. The solicitation period for FEMA Fiscal Year 2025 AFG & FP&S Grants was May 19, 2026 to June 22, 2026.

The AFG Program has three activities: Operations and Safety, Vehicle Acquisition, and Regional Projects. Within the Operations and Safety category, there are sub-categories of training and equipment. Successful AFG submissions are awarded annually. If awarded, the three applications for AFG Grants will support the acquisition of twenty-one (21) self-contained breathing apparatus (SCBAs), paramedic training for ten (10) firefighters, and fifty (50) course slots for regional urban search-and-rescue training.

The FP&S Grant application will support an initiative to install 2,500 additional smoke and carbon monoxide detectors and 15 smoke detectors for the deaf and hearing-impaired in eligible residents' homes. The City of Oxnard Fire Department has successfully received four previous Fire Prevention and Safety (FP&S) grants to install smoke and carbon monoxide detectors. Through these grants, the Department distributed and/or installed 5,000 smoke detectors in

2014, 2,500 smoke detectors in 2015, and 5,000 combination smoke and carbon monoxide detectors in 2022. The Department is currently implementing a Fiscal Year 2023 FP&S grant that awarded funding for the purchase and installation of an additional 5,000 smoke and carbon monoxide detectors and 15 smoke detectors for the deaf and hearing impaired throughout the community. This grant application enables the Fire Department to continue this safety initiative.

DISCUSSION

Resolution 15,748, adopted by City Council on October 17, 2023, requires council approval for the application of grants with matching fund requirements that have not been previously appropriated. This staff report requests to ratify the submission of the following grants.

The City of Oxnard submitted one (1) AFG application specifically for the Oxnard Fire Department. The grant application provides funding to send ten (10) firefighter emergency medical technicians to paramedic school to educate and license them to the level of "Paramedic." The grant application for \$1,383,668.20 has a \$125,788.02 local match requirement. The funding for paramedic training will enable the City of Oxnard to continue expanding its paramedic capabilities to meet the growing needs of our community.

The City of Oxnard submitted one (1) regional AFG application for Urban Search and Rescue (USAR) training for Regional Task Force 7 ("RTF 7"), made up of Ventura County Fire, Ventura City Fire and Oxnard Fire. The grant funding will provide education and training for RTF 7 members to meet the required training standards. The grant application for \$357,635.52 has a match requirement of \$32,512.32. The grant will pay for overtime and backfill for suppression personnel to attend various urban search and rescue courses, including confined space, rope rescue, structural collapse, technical search specialist, and swift water rescue.

The City of Oxnard submitted one (1) FEMA FP&S grant application specifically for the Oxnard Fire Department in the amount of \$211,406.64 with a \$10,066.98 local match requirement. The grant will allow the Fire Department to continue its community risk reduction efforts by providing and installing 2,500 combination smoke and carbon monoxide detectors and 15 smoke detectors for the deaf and hearing impaired in residential homes throughout the City. The FP&S funding will support the purchase of smoke detectors and personnel costs for public outreach and installation.

The Ventura County Fire Protection District will submit one (1) regional application for \$2.7 million to procure self-contained breathing apparatus (SCBAs) and RIT packs. Oxnard is expected to be allocated \$167,118.00, requiring a \$15,192.55 local match for 21 SCBAs. SCBAs are critical personal protective equipment for firefighters, consisting of an air bottle, backpack, regulators, face piece, batteries, air-pressure gauge, personal alert safety system, voice-amplification system, speaker, and a mask interface for communication. The use of SCBAs is critical when responding to incidents involving contaminated airspace, such as fires, gas leaks, and hazardous materials calls. The grant funding will allow Oxnard Fire to increase its inventory and carrying capability of SCBAs.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

If awarded, these grants totaling \$2,119,828.36 will have a matching funds requirement of up to \$183,559.87. Grant awards are expected in the fall of 2026, and, if awarded, the Fire Department will return to Council for approval of the grant and local match appropriations prior to acceptance of the awards.

Application Request	Federal Share	Local Share	Total
Paramedic Training	\$ 1,257,880.18	\$125,788.02	\$1,383,668.20
USAR Training	\$325,123.20	\$32,512.32	\$357,635.52
Smoke Detectors	\$201,339.66	\$10,066.98	\$211,406.64
SCBAs	\$151,925.45	\$15,192.55	\$167,118.00
Total	\$1,936,268.49	\$183,559.87	\$2,119,828.36

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee voted 3-0 on July 14, 2026 to approve the staff recommendation and to forward the item for Council approval.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://www.youtube.com/watch?v=hDUHzfqpDdE>

Please click the following link to view the Community Services, Public Safety, Housing & Development Committee meeting from July 14, 2026: <https://www.youtube.com/watch?v=xF0Qy9BuuUY>

Prepared by: Alexander Hamilton, Fire Chief, Rose Rodarte, Administrative Services Manager, Francine Gutierrez, Administrative Services Analyst

ATTACHMENTS

1. Resolution
2. City Manager Approval

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT
APPLICATIONS

WHEREAS, City Council Resolution No. 15,748 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council ratify the submission of three (3) applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant Program in the amount of \$1,908,421.72, including a federal share of \$1,734,928.83 and a local match of \$173,492.89 (10% of the federal share), for the purpose of purchasing SCBAs, and providing paramedic and urban search and rescue training.

WHEREAS, the Fire Department has requested that the City Council ratify the submission of one (1) application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) Grant Program in the amount of \$211,406.64, including a federal share of \$201,339.66 and a local match of \$10,066.98 (5% of the federal share), for the purchase and installation of two thousand five hundred (2,500) smoke and carbon monoxide detectors and 15 smoke detectors for the deaf and hearing impaired.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of grant applications by the City Manager for Fire Department program enhancements. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 30th day of July, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. McArthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. Lopez, City Clerk

Stephen M. Fischer, City Attorney

Request to City Manager by Department to Apply for a Grant

Resolution No. 15,748 (2023) authorizes the City Manager to submit a grant application if: a) the required matching funds or services (including operational and maintenance costs) do not exceed \$200,000 and have been previously appropriated; b) the matching funds and grant do not obligate the City to add any FTEs; c) the purpose of the grant implements, and is consistent with, previously adopted Council priorities or City policies, goals or objectives; and d) the grant proposal has been approved for submission by the appropriate department director(s). Additionally, in the rare instance the City Manager determines a grant application is due before the next Council meeting, s/he may authorize any grant application but it must be ratified at the next available City Council meeting. **All other grant applications must go to the City Council.** For the City Manager to authorize your application, please provide the following information:

1. Department: Fire Division: N/A
2. Name of grant: Assistance to Firefighters (AFG) and Fire Prevention and Safety (FP&S) Grant Programs
3. Granting agency: FEMA
4. Purpose of grant: To fund critical fire department training and continue our smoke alarm installation efforts
5. On what do you intend to spend the money: The Oxnard Fire Department is submitting two applications under the AFG Grant program: 1) paramedic training for 10 firefighters in the amount of \$1,383,668.20, with a 10% local match of \$125,788.02; and 2) a regional grant for Urban Search & Rescue (USAR) training in the total amount of \$357,635.52. Oxnard's share of that regional application is \$165,490.24, with a local match of \$15,044.57.

The Ventura County Fire Department is the regional lead on an AFG application for SCBA's. Oxnard's share of this project is \$167,118 with a match of \$15,192.55.

Lastly, Oxnard is submitting an FP&S grant application to continue supporting the Department's efforts to install smoke alarms in residential homes throughout the community. The proposed project includes the purchase and installation of 2,500 smoke alarms and 15 specialized smoke alarms for residents who are deaf or hard of hearing. The total project cost is \$211,406.64, with a 5% local match of \$10,066.98.

6. What is the total value of the grants? \$2,119,828.36

7. What is the total value of the matching funds or services (including O&M):
\$183,559.87
8. In what fund have the matching funds been previously appropriated? If awarded, the Fire Department will work with the finance team to identify funding for the local match.
9. Does the grant obligate the City to add any FTEs, even temporary FTEs? No
10. What previously adopted City policies, goals or objectives does this grant implement?

These grant applications support the City Council's Public Safety priorities of maintaining fire protection services.

11. If you are requesting authorization due to urgency, please describe the circumstances:

Application was only open for 34 days. There was not adequate time to prepare these applications, including working with our Operational Area partners on the regional applications and then seek council approval prior to the submission deadline. These applications are scheduled to go to Committee on July 14, 2026 and Council on July 30, 2026.

Signature: _____

Alexander Hamilton, Fire Chief

Date: _____

6/22/26

Signature: _____

Alexander Nguyen, City Manager

Date: _____

6/22/2026

Approved for: ☒ Standard Application ☐ Urgent Application



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

DATE: July 30, 2026

TO: City Council

FROM: Rocky Marquez, Assistant Police Chief, (805) 200-2337, rocky.marquez@oxnardpd.org

SUBJECT: First Amendment to Agreement with Sintra Group (Agreement #32400302) for Background Investigations.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a First Amendment to the Agreement with Sintra Group (Agreement #32400302), to increase the amount by \$480,000, for a total contract value not to exceed \$1,280,000, and extend the agreement for one (1) additional year through January 3, 2028, for Police and Fire Department pre-employment background investigation services.

(This item did not originate in Committee.)

BACKGROUND

Oxnard Police Department and Fire Department personnel are dedicated to delivering quality, professional service to the public safety and welfare of Oxnard Residents by providing effective police and fire services. Hiring qualified, vetted employees is critical to meeting these goals. Pre-employment background investigations are essential for public safety organizations and help ensure that police and fire departments hire employees who are properly vetted to protect the public and promote public safety. In addition, pre-employment background investigations for all sworn police officers and public safety dispatcher applicants are mandatory, as they must meet the requirements of the Commission of Peace Officer Standards and Training (POST). POST audits police and dispatcher background investigations annually to confirm compliance with their guidelines.

The Oxnard Police Department and Fire Departments need comprehensive and thorough pre-employment background investigations for all prospective employees, including both sworn personnel and professional staff. Such background investigations include, but are not limited to: examining applicants' personal history, education, work experience, residence history, financial history, military service, selective service registration compliance, social media/online footprint, driving history, contacts with other law enforcement agencies (including cross-referencing applications and personal history statements), and the presence (or absence) of detentions, traffic citations, arrests, and criminal convictions. In addition to interviewing applicants, background investigators also contact former employers, personal references, family members, and perform residence checks. It is important to note that though it is generally considered part of the applicant vetting process, polygraph examinations are conducted through a different vendor. Polygraph examinations, as well as pre-employment medical and psychological screenings, are under contracts that are entirely separate from background investigations.

Both the Police Department and Fire Department must work hard to fill vacant public safety positions. Due to its historical vacancy rates and challenges in hiring police officers, the Police Department processes a high number of applicants and subsequent pre-employment background investigations each year. The Police Department currently has twenty-one (21) sworn vacancies, as officer attrition continuously manifests itself, primarily through academy/probationary period attrition, resignations, and retirements. Only a small percentage of sworn officer applicants are offered a job; between calendar years 2017 and 2025, approximately 3.1% of the total number of police officer

applicants were hired. The Police Department processes the vast majority of background investigations. Since January 2023, 342 Police Department applicant background investigations have been processed, and 43 for the Fire Department. The Fire Department plans to conduct a 2027 Fire Academy, which will require up to 32 additional background investigations in Fiscal Year 2026-2027.

An outside consulting firm, Sintra Group, conducts background investigations to ensure compliance with all applicable standards for appointment to public safety positions. Sintra is critical to the Police Department's screening out unsuitable candidates.

DISCUSSION

The City Council approved the Sintra Group agreement (Agreement #32400302) on December 19, 2023 for Police Department and Fire Department background investigation services. The agreement included an initial three (3) year term, in an amount not to exceed \$800,000, and the ability to extend the contract for up to two (2) additional years. Additional funding is required to support the contract through an extension period, namely due to the high volume of background investigations that have been processed to address vacancies, as well as future anticipated demand. The cost of a background investigation varies, depending on the complexity and scope of the investigation. The amount requested is consistent with the annual costs typically incurred each year during the current contract.

The First Amendment to this agreement aims to fund a one (1) year agreement extension, which will ensure that background investigations can continue through the end of the contract's term on January 3, 2028.

In October 2023, the City issued a Request for Proposal (RFP) for qualified background investigation services, and eight (8) vendors responded. A committee consisting of Police Department and Fire Department staff conducted independent reviews of the proposals, considering the following criteria: services offered, experience and qualifications, detail and thoroughness of the proposals, cost comparisons, and work performance records. Based on the independent judgment of the reviewed criteria, the committee selected Sintra Group.

Sintra Group has specialized in performing public safety background investigations since 2002. The firm is a licensed private investigation firm registered with the State of California Department of Consumer Affairs Bureau of Security and Investigative Services. Sintra Group has conducted over nine thousand public safety background investigations for police and fire departments. The firm employs more than forty (40) licensed investigators who specialize in public safety background investigations. Sintra Group has local investigators who reside in Ventura County, as well as additional investigators throughout California and several other states.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The total cost of the amended agreement shall not exceed \$1,280,000. There is sufficient funding in the current Fiscal Year 2026-2027 General Fund Police operating budget (1012131) and Fire operating budgets in the General Fund (1012501), Other Development Fees Fund-Certified Unified Program Agencies (CUPA) subfund (Fund 360/Subfund 70202512), and Measure O Fund (1042501) to fund year one. Funding for future years will be requested in the annual budget process.

For Finance Use Only: General Fund (Org. 1012131 Obj. 53410; Org. 1012501 Obj. 53200), Measure O Fund (Org. 1042501 Obj. 53200) Project M2701; CUPA Fund (Org. 70202512 Obj. 53200)

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Edgar Fernandez, Assistant Police Chief

ATTACHMENTS

1. 32400302 Agreement (Sintra Group) item L.6 cc approved 12-19-23
2. Sintra Request First Amendment Agreement

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND Sintra Group**

By This Consultant/Professional Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Sintra Group ("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. SUMMARY DESCRIPTION OF SERVICES.

See Exhibit "A"

2. PARTIES.

CITY of Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Sintra Group ("CONSULTANT"), a corporation/LLC/LLP of the State of California, located at 4864 Market Street Ste. F, Ventura Ca 93003

3. TERM OF AGREEMENT: From (Date): 1/3/2024 To (Date): 1/3/2027

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Consultant/ Professional Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the CONSULTANT in accordance with Section 11 of this Agreement. CONSULTANT shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of CONSULTANT under this Agreement shall be completed on or before the end of the term of the Agreement.



4. AGREEMENT AMOUNT NOT TO EXCEED:

See Exhibit "B"

5. AGREEMENT EXHIBITS.

The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONSULTANT's services shall be performed or immediately supervised by the CONSULTANT's Representative:

CITY Designated Representative:	CONSULTANT Designated Representative:
Name: Ricardo Vazquez	Name: Charles Hookstra
Title: Police Commander	Title: Operations Manager
Phone: 805-385-7600	Phone: 805-207-4741
Email: ricardo.vazquez@oxnardpd.org	Email: chhookstra@sintragroup.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1 This Agreement must first be executed by the 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.

7.2 CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by CITY.

7.3 A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.4 All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.

7.5 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.

8. CONSULTANT'S SERVICES.

8.1 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 12** of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. 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.

9. COMPENSATION.

CITY shall pay CONSULTANT for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay CONSULTANT an amount not to exceed the amount is listed in **Section 4** of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to **Section 12** of this Agreement, and may be subject to approval by the City Council.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the 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.

10.1 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: invoices@oxnard.org.

10.2 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.

10.3 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.

10.4 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.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in sections 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 31 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.

14. 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 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 or employees are in any manner agents or employees of CITY.

15. 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.

16. 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.

17. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by 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.

17.1. Records and Inspections. The CONSULTANT shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. 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.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONSULTANT agrees that CITY may make modifications to computer software furnished by CONSULTANT without infringing CONSULTANT's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the

CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the CITY or information belonging to a third party whose information is in the CITY's possession or control under obligations of confidentiality. 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.

17.6. 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.

17.7. No Warranty. Other than an obligation upon the CITY to deal in good faith, the CITY makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by CONSULTANT in reliance on any Confidential Information disclosed under this Agreement.

18. 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.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the

circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

20. 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 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONSULTANT shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by 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.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from CONSULTANT's obligations under this section, CONSULTANT shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless CITY, its legislative and advisory bodies, and the CITY's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with CONSULTANT's performance of this Agreement or CONSULTANT's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. CONSULTANT's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by

this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from CONSULTANT's duty to indemnify. CONSULTANT shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to CONSULTANT of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve CONSULTANT from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if CONSULTANT asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, CONSULTANT may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The provisions of this Subsection 23.3 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.

23.3.1 Notwithstanding the provisions of Subsections 23.1 and 23.2 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 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.

23.3.2 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 23.3 shall be construed to require CONSULTANT to provide indemnification for claims caused by the active negligence or willful misconduct of the Indemnitees.

23.4 The review, acceptance or approval of CONSULTANT's work or work product by any of the Indemnitees shall not affect, relieve or reduce CONSULTANT's indemnification or defense obligations. CONSULTANT waives any right of contribution against CITY or any of CITY's officers, employees, agents,

or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONSULTANT pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The CONSULTANT's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.5 CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of CONSULTANT's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that CONSULTANT obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. CONSULTANT shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by CONSULTANT is a material element of this Agreement. CONSULTANT'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONSULTANT understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement, CONSULTANT will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall

not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR).

To determine if this Agreement is subject to compliance monitoring and enforcement, go to:

<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the CONSULTANT.

27. 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.

28. [RESERVED] -

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

40. 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 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.

41. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

42. 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.

43. ACKNOWLEDGEMENT.

By signing below, CONSULTANT acknowledges that it has reviewed the CITY's CONSULTANT/Professional Services Agreement terms and conditions and insurance requirements and that CONSULTANT hereby agrees to full compliance.

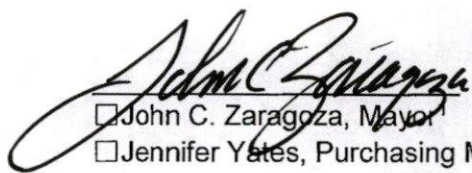
[Signatures on next page]

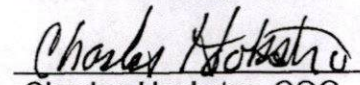
Agreement No. 32400302

In **witness** whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

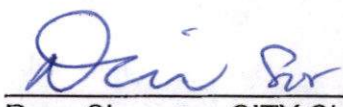
CITY OF OXNARD

SINTRA GROUP

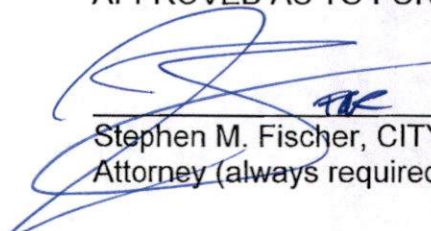
 12-19-23
☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

 12/2/23
Steve Bowman, President Date
 12/2/2023
Charles Hookstra, COO Date

ATTEST:

 12/20/23
Rose Chaparro, CITY Clerk
(only if Mayor authorizes) Date

APPROVED AS TO FORM:

 12/13/23
Stephen M. Fischer, CITY
Attorney (always required) Date

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

EXHIBIT A

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Sintra Group)**

SCOPE OF SERVICES

Michael Thomas/ 805-385-8300/ Michael.Thomas@oxnardpd.org

A comprehensive background investigation file shall include a detailed report summarizing all findings and reports of each applicant's background and eligibility based on City of Oxnard hiring and POST (Peace Officers Standards and Training) standards and the below-referenced codes and regulations.

Government Code 1029, 1031

- Penal Code Section 13510(c)
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1953 for Sworn Peace Officers
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1959 for Police Dispatchers
- California Civil Code 1786, et al.
- California Senate Bill 2

The investigations and the required reports/ forms should be completed within five (5) weeks of receipt of request unless the City grants an extension for cause. Sintra Group must have the in-house personnel and resources to complete a maximum of twenty (20) Police pre-employment investigations in a five (5) weeks. Sintra Group will have an option for expedited backgrounds completed within 3-4 weeks to meet the City's need to fill positions.

An Oxnard Police Department Pre-Employment background investigation report will, at a minimum, address the following areas:

1. A narrative-based summary of the applicant's background investigation. This summary will reflect the below-listed aspects of the background investigation and articulate any concerns that were discovered as a result of the background investigation.
2. A review of the candidate's personal history statement.
3. A photograph of the applicant.
4. Verification of birth and legal right to work in the United States.

5. Social Security Number (SSN) - Trace & Address Locator verification to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former addresses associated with that SSN, and date of birth.
6. Employment verification and history.
7. Verification and contacts with the applicant's professional references.
8. Verification and contacts with the applicant's primary and secondary personal references.
9. Education background and verification. This section should verify that the applicant has either graduated from an accredited high school, or has passed the General Education Development (GED) Test, or has passed the California High School Equivalency Examination. Copies of transcripts and diplomas from colleges and universities must be included.
10. Military verification and/or Selective Service registrations, including applicable dates of service, branch of military, rank and discharge status, etc.
11. Financial information, including monthly income/expenses including a credit inquiry.
12. Criminal history that advises of felony and/or misdemeanor convictions.
13. Applications to other Police department agencies, including an examination of the status/dispositions of said applications.
14. Motor vehicle driving history (all states in which the applicant held an operator/driver's license), including a copy of the applicant's driver's license and proof of motor vehicle insurance.
15. Drug and/or substance use history.
16. Neighborhood and rent check, including contacts with the applicant's neighbors.
17. Polygraph examination. (Proposer does not administer the polygraph examination, but will provide a statement regarding the results of the examination).
18. Civil suits and legal judgments concerning the applicant (Federal, State, and current County of residence).
19. Fingerprint return, demonstrating the results of a Department of Justice and Federal Bureau of Investigation fingerprint check for criminal history. (This is conducted by the Oxnard Police Department Records Division).
20. A check of wants/warrants information systems, including the County of Ventura CLETS system; National Crime Information Center (NCIC); and Department of Justice search of the Child Abuse Central Index. (This is conducted by the Oxnard Police Department Records Division).

A Pre-Employment Fire Background Investigation shall be consistent with the guidelines set forth in:

- Government Code 1031
- Penal Code Section 13510(c)
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1953 for Sworn Peace Officers
- Peace Officer Standards and Training (P.O.S.T.) Regulation 1959 for Police Dispatchers
- California Civil Code 1786, et al.

Sintra Group will perform the investigations and provide the required reports and forms within six (6) weeks of receipt of request, unless the City grants an extension for cause. Sintra Group must have the personnel and resources to complete a maximum of twenty-five (25) Fire pre-employment investigations in a six (6) week period.

A comprehensive background investigation file shall include a detailed report summarizing all findings and reports of each applicant's background and eligibility based on City of Oxnard hiring and POST (Peace Officers Standards and Training) standards and the above-referenced codes and regulations. Though not solely provided/ completed by Sintra, an Oxnard Fire Department background investigation report will, at a minimum, address the following areas:

1. A narrative based summary of the applicant's background investigation. This summary will reflect the below-listed aspects of the background investigation, and articulate any concerns that were discovered as a result of the background investigation.
2. A review of the candidate's personal history statement.
3. A photograph of the applicant.
4. Verification of birth and residency.
5. Social Security Number (SSN) - Trace & Address Locator verification to determine name and name variations used by the individual such as maiden, divorced or previous names; other names associated with that SSN, current and former addresses associated with that SSN, and date of birth.
6. Employment verification and history.
7. Verification and contacts with the applicant's professional references.
8. Verification and contacts with the applicant's personal references.
9. Education background and verification. This section should verify that the applicant has either graduated from an accredited high school, or has passed the General Education Development (GED) Test, or has passed the California High School Equivalency Examination. Copies of transcripts and diplomas from colleges and universities must be included.
10. Military verification and/or Selective Service registrations, including applicable dates of service, branch of military, rank and discharge status, etc.
11. Financial information, including monthly income/expenses.
12. Criminal history that advises of felony and/or misdemeanor convictions.
13. Applications to other Fire department agencies, including an examination of the status/dispositions of said applications.
14. Motor vehicle driving history (all states in which applicant held an operators/driver's license), including a copy of the applicant's driver's license and proof of motor vehicle insurance.
15. Drug and/or substance use history.
16. Neighborhood and rent check, including contacts with the applicant's neighbors.
17. Psychological evaluation and/or polygraph examination. (Proposer does not administer the polygraph examination, but will provide a statement regarding the results of the examination from a certified examiner who is approved by the Fire Department).
18. Civil suits and legal judgments concerning the applicant (Federal, State and current County of residence).
19. Fingerprint return, demonstrating the results of a Department of Justice and Federal Bureau of Investigation fingerprint check for criminal history.
20. A check of wants/warrants information systems, including: County of Ventura CLETS system; National Crime Information Center (NCIC); Department of Justice search of the Child Abuse Central Index.
21. Social Media Checks/ Reports encompassing the candidate's online presence/ behavior.

EXHIBIT B

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Sintra Group)**

SCHEDULE OF COMPENSATION

Not to exceed \$800,000

Background Investigations will be billed at \$80 per hour. Police background investigation estimated at 25 hours for an average background investigation. There may be times when investigating a lateral applicant (currently employed in law enforcement) that may involve additional investigative hours for employment file reviews. On investigation where there is need to expedite the process to under 5 weeks for completion, there is a charge of \$250 per week for every week under 5 weeks.

Investigator time includes interview of applicant, personal references, employment references, employment file review, neighbor checks, and administrative time preparing reports and transmitting the documents to the client.

Police support personnel background investigations \$80 per hour. Administrative personnel background investigations average 18-20 hours. Investigator time includes interview of applicant, personal references, employment references, employment file review, neighbor checks and administrative time preparing reports and transmitting documents to client.

Firefighter background investigations \$80 per hour. Firefighter background investigations average 18-20 hours. This includes the interview of applicant, interviews of personal references, employment references, employment file reviews and administrative time preparing reports and transmitting documents to client. Fire Inspector background investigations \$80 per hour.

Fire Inspector background investigations average 18-20 hours. This includes the interview of applicant, interviews of personal references, employment references, employment file reviews and administrative time preparing reports and transmitting documents to client.

Sintra Group will not increase the cost of work over the life of this contract without agreement from the City of Oxnard.

See the below tables for billing estimates:

ITEM	PROGRAM COSTS	Cost Justification (include formulas and a clear description of each item)	
		POLICE BACKGROUND EXAMPLE	PER Background
1.	PERSONNEL	Sintra Group *estimated average 25 hours per background at \$80 per hour. Police support backgrounds estimate 16 hours per background at \$80 per hour	\$2000.00
	Investigators	Investigators *estimated average 18 hours per background at \$50 per hour.	\$900.00
	Supervising Investigators	Supervising Investigators *estimated average 4 hours per background at \$55 per hour	\$220.00
	Admin Support	Administrative staff *estimated averages 6 hours per background at \$35 per hour.	\$210.00
	Project Manger	Project Manager *estimated averages 3 hours per background at \$57 per hour.	\$171.00
	Owner/Legal	Owner which includes overhead costs, physical office space, insurance, reviews as needed and basic office supplies.	\$499.00
		*These are estimates only. A job history with multiple places of employment, previous background investigations, and other complexities will add to the time in order to complete and thorough investigation.	
		EST. TOTAL PROPOSED COST PER BACKGROUND	\$2000.00

ITEM	PROGRAM COSTS	Cost Justification (include formulas and a clear description of each item)	
		FIRE BACKGROUND EXAMPLE	PER Background
1	PERSONNEL	Sintra Group *estimated average 20 hours per background at \$80 per hour (Firefighter est. avg. 20 hours Police Officer est. avg. 25 hours)	\$1600.00
	Investigators	Investigators *estimated average 14 hours per background at \$50 per hour	\$700.00
	Supervising Investigators	Supervising Investigators *estimated average 3.5 hours per background at \$55 per hour	\$192.50
	Admin Support	Administrative staff *estimated averages 4.5 hours per background at \$35 per hour.	\$157.50
	Project Manger	Project Manager *estimated averages 3 hours per background at \$57 per hour.	\$171.00
	Owner/Legal	Owner which includes overhead costs, physical office space, insurance, reviews as needed and basic office supplies.	\$379.00
		*These are estimates only. A job history with multiple places of employment, previous background investigations, and other complexities will add to the time in order to complete and thorough investigation.	
EST. TOTAL PROPOSED COST PER BACKGROUND			\$1600.00

Year	Proposed Services	*Estimated Average # of Hours per background	Total Number of Units Contractor can provide	Estimated cost per background	Extended Cost per year
1	Fire	20	20 or more	\$1,600.00	\$32,000.00
1	Police	25	40 or more	\$2,000.00	\$80,000.00
1	Police Support	16	20 or more	\$1,280.00	\$25,600.00

EXHIBIT C

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Sintra Group)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/CONSULTANT/SELLER/BIDDER (hereafter referred to as "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.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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. 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 affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
3. 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 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. Consultant 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor 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 notes of cancellation.**

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE		SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE		
INSURED			COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
			COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ ANY AUTO ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNERS & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER					
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 "City")			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																		
NAMED INSURED _____	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ coverage. ☐ Per Occurrence 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 <table style="width: 100%; border: none;"> <tr> <td style="width: 35%; border: none;"> ☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE </td> <td style="width: 15%; border: none;"> ☐ Claims Made ☐ Retroactive ☐ Occurrence </td> <td style="width: 10%; border: none;"> Date _____ </td> <td colspan="2" style="width: 40%; border: none; vertical-align: top; padding: 5px;"> OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: _____ </td> </tr> </table>					☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made ☐ Retroactive ☐ Occurrence	Date _____	OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: _____											
☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made ☐ Retroactive ☐ Occurrence	Date _____	OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: _____																
<table style="width: 100%; border: none;"> <tr> <th style="width: 35%; border: none; text-align: left;">COVERAGES</th> <th colspan="2" style="width: 30%; border: none; text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> <th colspan="2" style="width: 35%; border: none;"></th> </tr> <tr> <th style="border: none;"></th> <th style="width: 15%; border: none; text-align: center;">EACH OCCURRENCE</th> <th style="width: 15%; border: none; text-align: center;">AGGREGATE</th> <th colspan="2" style="border: none;"></th> </tr> <tr> <td style="border: none; vertical-align: top;"> ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐ </td> <td style="border: none;"></td> <td style="border: none;"></td> <td colspan="2" style="border: none;"></td> </tr> </table>					COVERAGES	LIABILITY LIMITS IN THOUSANDS \$					EACH OCCURRENCE	AGGREGATE			☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐				
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$																		
	EACH OCCURRENCE	AGGREGATE																	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐																			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.																			
ENDORSEMENT HOLDER <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top; padding: 5px;"> CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US </td> <td style="width: 50%; border: none; vertical-align: top; padding: 5px;"> 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 </td> </tr> </table>					CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature (original signature required) Telephone: () Date Signed													
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature (original signature required) Telephone: () Date Signed																		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")		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	
NAMED INSURED		☐ Deductible ☐ Self-insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: ☐ INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. ☐ 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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or • If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 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 D

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Sintra Group)**

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 \$18.89 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, 2023**

CONSULTANT shall compensate any employee of CONSULTANT who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, CONSULTANT shall pay such employee no less than \$18.89 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, CONSULTANT shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. CONSULTANT agrees to post, at a location readily accessible to those employees providing services to the CITY, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If CONSULTANT fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to CONSULTANT, effective immediately.

c. In addition, if CONSULTANT fails to comply with the Living Wage Policy in any manner, CONSULTANT shall pay to CITY a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. CONSULTANT shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to CONSULTANT of the amount owed.

EXHIBIT E

**CONSULTANT/PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Sintra Group)**

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

Agreement No. 32400302

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.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st Day of July, 2026, by and between the City of Oxnard, a municipal corporation ("City"), and Sintra Group, ("Service Provider"). The Agreement was entered into on January 3, 2024, by the City and Professional Service Provider.

RECITALS

WHEREAS, additional funding is necessary to cover the cost of these continued services through the remainder of the contract term; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the not to exceed amount.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement and this Amendment, the parties agree as follows:

City and Service Provider agree as follows:

1. Pursuant to Section 3.2, the City is exercising its first one year option term/period. The Agreement will be extended for one additional year beginning on January 3, 2027 through January 3, 2028. The City has one option term remaining pursuant to Section 3.3.
2. Section 4 of the agreement is hereby amended from "AGREEMENT AMOUNT NOT TO EXCEED: See Exhibit "B" to state: "AGREEMENT AMOUNT NOT TO EXCEED: \$1,280,000.00."
3. The reference to the Schedule of Compensation Exhibit B everywhere it is listed in the Agreement is hereby amended to the Scope of Compensation Exhibit B-1. The Scope of Compensation Exhibit B is hereby disincorporated; instead, the Scope of Compensation Exhibit B-1 is attached hereto and incorporated herein by this reference.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

THE SINTRA GROUP

☐ Luis Mc Arthur, Mayor^[1] Date

Steve Bowman, President Date

☐ Libertad Macias, Purchasing Agent^[2]

Charles Hookstra, COO Date

ATTEST:

Lourdes A. López, City Clerk Date

(only if Mayor authorizes)

APPROVED AS TO FORM:

 for 7/11/2020

Stephen M. Fischer, Date

City Attorney (always required)

EXHIBIT B - 1

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Sintra Group)**

SCHEDULE OF COMPENSATION

Background Investigations will be billed at \$80 per hour. Police background investigation estimated at 25 hours for an average background investigation. There may be times when investigating a lateral applicant (currently employed in law enforcement) that may involve additional investigative hours for employment file reviews. On investigation where there is need to expedite the process to under 5 weeks for completion, there is a charge of \$250 per week for every week under 5 weeks.

Investigator time includes interview of applicant, personal references, employment references, employment file review, neighbor checks, and administrative time preparing reports and transmitting the documents to the client.

Police support personnel background investigations \$80 per hour. Administrative personnel background investigations average 18-20 hours. Investigator time includes interview of applicant, personal references, employment references, employment file review, neighbor checks and administrative time preparing reports and transmitting documents to client.

Firefighter background investigations \$80 per hour. Firefighter background investigations average 18-20 hours. This includes the interview of applicant, interviews of personal references, employment references, employment file reviews and administrative time preparing reports and transmitting documents to client. Fire Inspector background investigations \$80 per hour.

Fire Inspector background investigations average 18-20 hours. This includes the interview of applicant, interviews of personal references, employment references, employment file reviews and administrative time preparing reports and transmitting documents to client.

Sintra Group will not increase the cost of work over the life of this contract without agreement from the City of Oxnard.

See the below tables for billing estimates:

ITEM	PROGRAM COSTS	Cost Justification (include formulas and a clear description of each item)	
		POLICE BACKGROUND EXAMPLE	PER Background
1.	PERSONNEL	Sintra Group *estimated average 25 hours per background at \$80 per hour. Police support backgrounds estimate 16 hours per background at \$80 per hour	\$2000.00
	Investigators	Investigators *estimated average 18 hours per background at \$50 per hour.	\$900.00
	Supervising Investigators	Supervising Investigators *estimated average 4 hours per background at \$55 per hour	\$220.00
	Admin Support	Administrative staff *estimated averages 6 hours per background at \$35 per hour.	\$210.00
	Project Manger	Project Manager *estimated averages 3 hours per background at \$57 per hour.	\$171.00
	Owner/Legal	Owner which includes overhead costs, physical office space, insurance, reviews as needed and basic office supplies.	\$499.00
		*These are estimates only. A job history with multiple places of employment, previous background investigations, and other complexities will add to the time in order to complete and thorough investigation.	
		EST. TOTAL PROPOSED COST PER BACKGROUND	\$2000.00

Agreement No. 32400302

ITEM	PROGRAM COSTS	Cost Justification (include formulas and a clear description of each item)	
		FIRE BACKGROUND EXAMPLE	PER Background
1	PERSONNEL	Sintra Group *estimated average 20 hours per background at \$80 per hour (Firefighter est. avg. 20 hours Police Officer est. avg. 25 hours)	\$1600.00
	Investigators	Investigators *estimated average 14 hours per background at \$50 per hour	\$700.00
	Supervising Investigators	Supervising Investigators *estimated average 3.5 hours per background at \$55 per hour	\$192.50
	Admin Support	Administrative staff *estimated averages 4.5 hours per background at \$35 per hour.	\$157.50
	Project Manger	Project Manager *estimated averages 3 hours per background at \$57 per hour.	\$171.00
	Owner/Legal	Owner which includes overhead costs, physical office space, insurance, reviews as needed and basic office supplies.	\$379.00
		*These are estimates only. A job history with multiple places of employment, previous background investigations, and other complexities will add to the time in order to complete and thorough investigation.	
EST. TOTAL PROPOSED COST PER BACKGROUND			\$1600.00

Year	Proposed Services	*Estimated Average # of Hours per background	Total Number of Units Contractor can provide	Estimated cost per background	Extended Cost per year
1	Fire	20	20 or more	\$1,600.00	\$32,000.00
1	Police	25	40 or more	\$2,000.00	\$80,000.00
1	Police Support	16	20 or more	\$1,280.00	\$25,600.00



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

DATE: July 30, 2026
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Grant Application to the Urban Greening Grant Program.

RECOMMENDATION

That the City Council:

1. Adopt a resolution with the certifications and compliances required by the grantor for a grant amount not to exceed \$4,995,887 with a grant match of \$71,038.38 for the Oxnard Trail Urban Greening Project; and
2. Appoint the City Manager, Public Works Director, Finance Director, or designee, as agents to conduct all negotiations, execute and submit all documents, including, but not limited to, applications, agreements, budget appropriations and payment requests that may be necessary for the completion of the aforementioned project.

(This item did not originate in Committee.)

BACKGROUND

On November 5, 2024, California voters approved the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4), commonly known as the Climate Bond. Section 92530 of this act allocates \$46,125,000 to the California Natural Resources Agency (CNRA) for its 2026 Urban Greening Grant Program. The program provides competitive funding for development projects that implement nature-based solutions to mitigate urban heat island effects, counteract rising temperatures, and reduce extreme heat impacts in urban environments.

The 2026 grant cycle utilizes a two-layer competitive application framework. Applicants were first required to submit a mandatory concept proposal during the State solicitation window, which ran from May 4, 2026, to June 4, 2026. Following a competitive State review, selected applicants demonstrating high cooling potential are formally invited to submit a full proposal.

Per program guidelines, individual awards are capped at a maximum of \$5,000,000, and all funded project expenditures must be fully finalized by March 1, 2030. Statutory program priorities mandate that at least 40% of total program allocations provide direct and meaningful benefits to vulnerable populations, disadvantaged communities (DACs), or severely disadvantaged communities. Per item #6 in the attached resolution, applicants to the grant program also must commit to working towards the Governor's State Planning Priorities that are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in [Government Code Section 65041.1](#).

DISCUSSION

The City of Oxnard successfully completed and submitted its mandatory concept proposal to CNRA by the June 4, 2026, deadline. This staff report seeks advance authorization, via a resolution (required per CNRA guidelines, not City guidelines per City resolution #15,748), to proceed with a full proposal application if the City is formally invited by the State in July of 2026.

Staff selected the Oxnard Trail Urban Greening Project as the City’s target proposal. Since the grant program prioritizes development projects that implement nature-based solutions to mitigate urban heat island effects, counteract rising temperatures, and reduce extreme heat impacts in urban environments that are disadvantaged, potential projects that fit these criteria were considered. For example, applying for funding to implement stormwater best management practices that include planting and shade in order to support the Channel Islands Harbor water quality was considered. However, the program requires the project site to have public access and to be one contiguous site. Another option considered was applying for additional funds for Campus Park. However, since the City currently has an Urban Greening grant for Campus Park, a new project application would need to be completely separate and not be seen as adding funding to a past project in order to be eligible. Also, the grant program is focused on extreme heat reduction (i.e., tree planting as the project’s main component), and the majority of the trees in the Campus Park project are already funded. Another location that met the Heat Vulnerability and Heat Health Event criteria of the program was Colonia Park. However, addressing the significant shade gaps of the Oxnard Trail makes that project the most competitive in the grant program’s criteria.

The Oxnard Trail project was determined to score the highest, considering project readiness, disadvantaged community status, Climate Bond priorities, and project impact. The project is a development scope centered entirely within a single, contiguous public right-of-way footprint owned by the City, located at the Oxnard Trail east of Oxnard Boulevard, and the East/West connecting path that is north of the Camino del Sol Community Garden (see attached map). The project area is adjacent to a densely populated, disadvantaged census tract (Tract 32.01) characterized by high social vulnerability and an acute risk of Annual Heat Health Events as tracked by the California Heat Assessment Tool (CHAT).

The City of Oxnard’s application is for \$4,995,887, with the addition of \$71,038.38 in matching funds sourced from federal grant funds already secured by the City. The project’s primary nature-based components include:

- Turf Conversion and Greening: Demolishing and clearing non-resilient legacy vegetation across 105,000 square feet and replacing 37,000 square feet of underutilized turf along the north side of the community garden and along Oxnard Trail with multi-tier, low-water, native, and climate-ready canopies.
- Tree Canopy Expansion: Planting approximately 210 climate-resilient trees along the Oxnard Trail walking corridor to eliminate severe shade gaps, mitigate local micro-climate heat islands, and shield residents from environmental particulate pollution from the adjacent Union Pacific Railroad tracks and Oxnard Boulevard.
- Camino del Sol Community Garden Integration: Wrapping urban greening features directly into and around the adjacent 2.2-acre community garden. This includes planting fruiting shade trees to establish shaded areas of outdoor thermal refuge and food security for vulnerable local families.
- Perimeter Infrastructure Security: Upgrading the security perimeter fencing around the community garden. This infrastructure improvement directly responds to neighborhood requests to stop chronic tool and crop theft, safely unlocking the garden’s potential to function as a trusted community cooling zone.

The project directly executes local goals established in the City’s 2021 Parks and Recreation Master Plan, which prioritized replacing unused turf with native, drought-tolerant species. The plant palette was further refined via public workshops in 2023, where 40 neighborhood residents and 80 local students actively participated in selecting preferred, climate-ready species at the site. If selected for full application review, the City will consult with the California Conservation Corps (CCC) to integrate CCC youth workforce training and hand-labor options into the final project workplan, as required by the grant program.

Estimated Project Timeline

1. Concept Proposal Submitted: June 4, 2026 (Completed)
2. State Invitation for Full Proposals: July 2026
3. Full Application Submission: August 2026
4. On-Site State Field Visit: October 2026
5. Grant Award Announcements: December 2026
6. Project Initiation and Construction Start: Spring 2027
7. Physical Construction and Closeout Finalized: March 1, 2030

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total estimated cost to develop and construct the Oxnard Trail Urban Greening Project is \$5,066,925. If awarded, the state grant portion will fund \$4,995,887, which will be recognized and appropriated into the State Grant Fund (210). The remaining project balance of \$71,038.38 is covered entirely by leveraged federal grant funds already secured by the City.

Long-term land tenure terms require the City to operate and maintain the grant project area for at least 25 years following project closeout. Ongoing operations, tree pruning, and perimeter fence stewardship funding liabilities will be integrated into the Public Works operating budget for subsequent fiscal years after construction finalization in 2029, assuming grant award. For the area proposed to be beautified with tree canopy along Oxnard Trail from Gonzales Road south to Sports Park South (see attached map), the estimated annual operations and maintenance cost increase is \$75,000 and will be requested in future Parks Operating Budget requests. Ongoing operations and maintenance costs for the rest of the project area are not expected to change.

(For Finance Use Only: Org 2103301, Object 59800 Project C2328)

COMMITTEE OUTCOME

This item did not originate in Committee per the City Council Committee Bylaws Resolution 15,851, Article II, Section D.3.d, as this grant application has an external deadline.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Authorizing Resolution
2. Site Map
3. Concept Proposal

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
APPLICATION FOR CLIMATE BOND GRANT FUNDS FOR URBAN GREENING
PROGRAM OXNARD TRAIL URBAN GREENING PROJECT

WHEREAS, the Legislature and Governor of the State of California have provided Climate Bond funds for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the applicant (the City of Oxnard), if selected, will enter into an agreement with the State of California to carry out the above project:

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL OF THE CITY OF OXNARD

1. Approves the filing of an application for the Oxnard Trail Urban Greening Project; and
2. Certifies that the applicant understands the assurances and certification in the application; and
3. Certifies that the applicant or title holder will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and
4. Certifies that it will comply with the prevailing wage provisions of the California Labor Code, if applicable; and
5. Certifies the project will comply with any applicable laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and
6. Certifies that the applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
7. Appoints the City Manager, Public Works Director, and Finance Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing Resolution Number _____ was duly passed and adopted by the CITY COUNCIL OF THE CITY OF OXNARD this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Luis A. Mc Arthur, Mayor

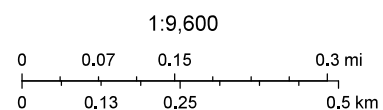
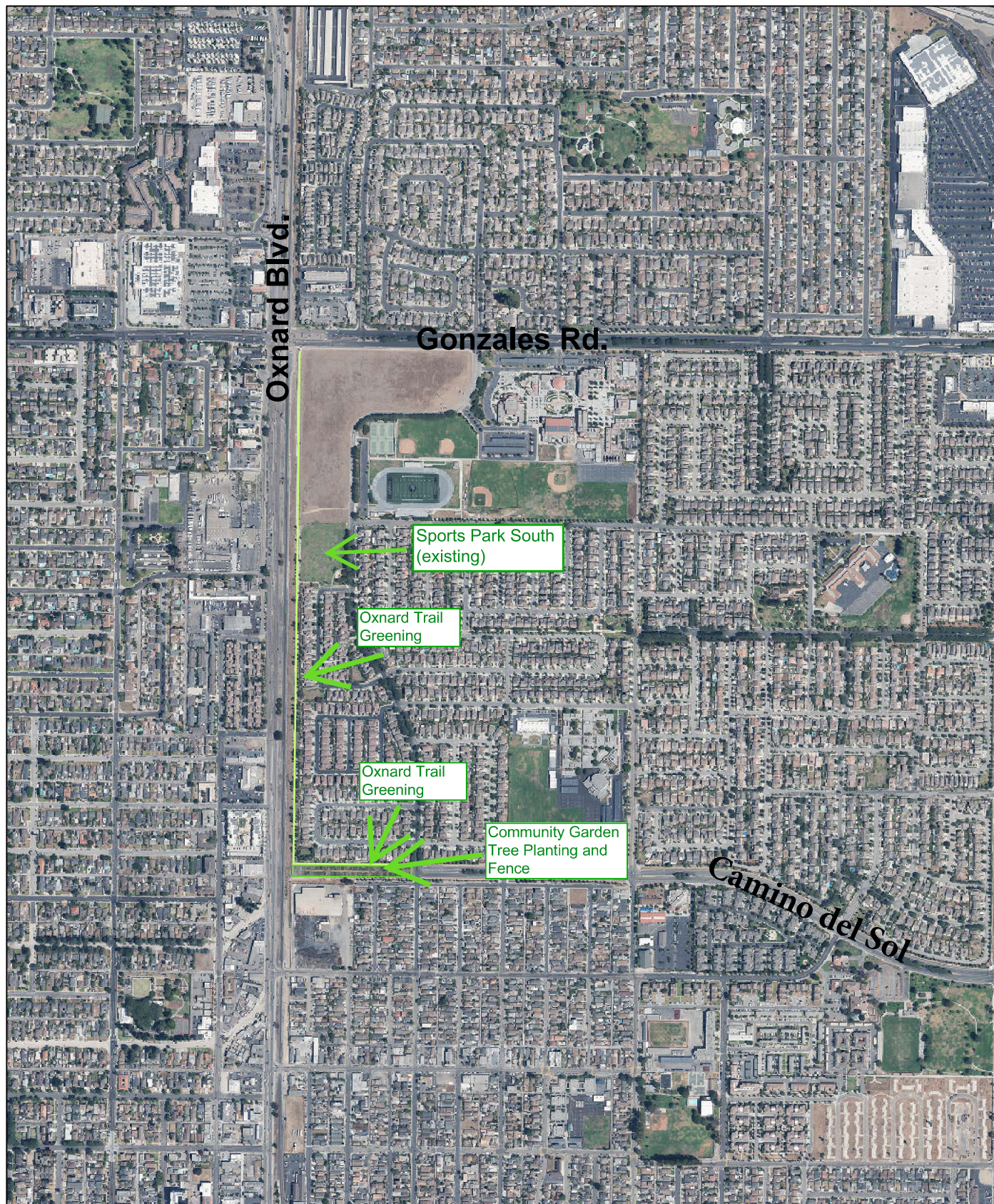
ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney

Oxnard Trail Urban Greening



2026 URBAN GREENING GRANT PROGRAM

CONCEPT PROPOSAL FORM

Contact Information

Applicant Organization: **City of Oxnard**

Applicant Address: **305 West Third St., Oxnard, CA, 93030**

Primary Contact: **Eric Humel**

Title: **Grants Coordinator**

Email: **eric.humel@oxnard.org**

Phone: **805-271-2231**

Secondary Contact: **Steve Howlett**

Title: **Assistant Public Works Director**

Email: **steve.howlett@oxnard.org**

Phone: **805-385-7830**

Proposed Project Information

Project Title: **Oxnard Trail Urban Greening**

Grant Amount Requested: **\$4,995,887**

Total Project Cost: **\$5,066,925**

Other Funds (if applicable): **\$71,038.38**

Source of Other Funds: **Federal Grant**

Project Location: **400 Camino del Sol, Oxnard, CA, 93030**

Latitude: **34.20839432108476**

Longitude: **-119.17392234559239**

County: **Ventura**

Senate District: **21**

Assembly District: **38**

Project Start Date: **2/1/2027**

Project End Date: **8/1/2029**

Note: Urban Greening grant funds must be spent by March 1, 2030

Eligibility

1. Applicant Organization Type – Choose one:

- ☒ Public agency
- ☐ Local agency
- ☐ Nonprofit organization (answer questions 2-4)
- ☐ Special district
- ☐ Joint powers authority
- ☐ California Native American tribe
- ☐ Public utility
- ☐ Local publicly owned utility
- ☐ Mutual water company

2. If a nonprofit, is the applicant qualified under IRS Code §501(c)(3)?
- ☐ Yes
☐ No
3. If a nonprofit, is the grantee in good standing with the [Secretary of State](#)?
- ☐ Yes, status is active
☐ No, status other than active
4. If a nonprofit, is the grantee current status with the [Attorney General's Registry of Charities and Fundraisers](#)?
- ☐ Yes, status is Current
☐ Yes, status is Current-awaiting reporting or in progress
☐ Yes, status is Exempt
☐ No, status is Delinquent
☐ No, status is Other than Current or Delinquent
5. Is the project a development project (see definition in Appendix D of the Grant Guidelines)?
- ☒ Yes
☐ No
6. Is the project located in an urban area (see definition in Appendix D of the Grant Guidelines and refer to the 2020 California Urban Areas data layer in this online map viewer: [California Census Maps](#))
- ☒ Yes
☐ No
7. Does the applicant own the proposed project property?
- ☒ Yes
☐ No
8. If the applicant does not own the proposed project property, briefly explain the current status of obtaining permission to develop property owned by another entity.
- N/A. The applicant owns the proposed project property.**
9. Will the proposed project be developed on a single site (e.g., one park not multiple parks) or public right-of-way?
- ☒ Yes
☐ No
☒ Other - **Explain**

10. Will the completed proposed project be publicly accessible? Note that for projects on school campuses, the students qualify as “the public.”
- ☒ Yes
- ☐ No

Project Description

11. Provide a concise description of the proposed project and scope of work. Include an explanation of how your project will mitigate the urban heat island effect, rising temperatures, and extreme heat impacts. Describe specific project deliverables and the estimated length of time it will take to complete the project (upload a conceptual site plan separately, if available).

The project will use nature-based solutions to address extreme heat impacts to limit temperature increases and urban heat island effects by planting approximately 210 trees along a popular sidewalk walking corridor that connects a disadvantaged community and a 2.2 acre community garden to services. The walking corridor, named Oxnard Trail, is adjacent to the Camino del Sol community garden, and the trees will provide shade at both the community garden and along the walking corridor/linear park of Oxnard Trail. The walking corridor will serve as a recreational linear park / greenway that can provide a place of refuge during heat waves along with the community garden.

The project site has approximately 37,000 square feet of minimally-used turf that will be replaced with climate appropriate shade trees and plants, and an additional 105,000 square feet of dirt area that the project will green, including the clearing and demolition of existing, non-resilient legacy shrubs and plants, to make way for a climate-ready multi-tier canopy that is able to adapt to the increased heat of the area and provide critical shade. The project's 210 trees will address significant gaps in shade for the walking path and at and around the community garden. The species will be climate-ready tree species, informed by the Oxnard Urban Forestry and Tree Program Review's results of 2021.

The project will also plant native and drought tolerant plant species around the trees, which will improve urban wildlife habitat such as for birds and butterflies. The project will install educational signage related to the resilient species. At the community garden, fruiting shade trees will be planted to create shaded areas of refuge for residents. The project will construct secure fencing around the community garden, to lock it at night and protect the site and the fruit trees from vagrants and the theft of crops, which are common problems at the site. While greening around and within the community garden, the project will support increased use of the community garden by ensuring the safety and security of those lawfully participating in the community garden and using it as a place of refuge during extreme heat. The project location is a single, contiguous public right-of-way.

The project directly responds to the community's expressed need and desired benefit, as determined through the City's 2021 Parks and Recreation Master Plan

that prioritized the removal of unused turf areas, to be replanted with native and drought tolerant tree and plant species. The project also gathered input from school children and residents in 2023 on the species palette for the proposed project area. A total of 40 residents and 80 students from the neighborhood participated at that time, learning about the project site and the potential benefits of a new design at the site, and participated in selecting their preferred species to be planted there.

The project location has a High level of Annual Heat Health Events per the California Heat Assessment Tool (CHAT). The project has a Moderate Heat Health Action Index, but the project site is highly used by and serves the residents of the adjacent neighborhoods which has a High level of vulnerability on the Heat Health Action Index of CHAT. The project site is also adjacent to and provides direct and meaningful benefits to the adjacent disadvantaged and severely disadvantaged communities, as defined by the Climate Bond DAC map. The walking path is a popular walking area for residents from the adjacent disadvantaged community, and shade will increase the cooling potential of the corridor, enabling it to serve as an outdoor refuge during heat waves. The project will make the neighborhood cooler, increase the green space with shade so that the community has more cool spaces to gather and walk, provides extreme heat protection, improves air quality as the site is adjacent to Oxnard Boulevard and the Union Pacific Railroad tracks, and reduces greenhouse gas emissions and stores carbon in nature.

The project enhances the City's urban forest resource and quality of life, by building climate resilience into the urban forest. The tree and plant species selected for the project will be climate resilient, and have been developed through community input and the City's urban forest planning initiatives that have considered climate change impacts to the urban forest tree canopy. The project species palette is designed to offer long-term climate resilience in the community. The project benefits the community, and avoids long-term degradation or reduction of all residents' resources – the urban forest.

The estimated length of time to complete the project is 30 months, ensuring full project closeout and completion well ahead of the March 1, 2030 deadline.

12. Which of the following climate benefits will your project provide? Check all that apply.
- ☒ The project will protect people and/or nature from climate impacts related to extreme heat
 - ☒ The project will reduce and/or remove greenhouse gas emissions
 - ☒ The project is designed to be resilient to climate impacts, including extreme heat and drought (e.g., climate ready tree species are selected for areas anticipating worsening drought)
 - ☒ The project will protect biodiversity from the impacts of climate change
 - ☒ The project will support planning, capacity building, workforce training, or monitoring activities that will protect people and/or nature from climate change impacts or reduce/remove greenhouse gas emissions

13. Describe any other benefits the proposed project is anticipated to provide that are not specifically included in question 12 above (e.g., increased recreational opportunities, improved health and/or safety, etc.)

The project will also result in increased recreational opportunities due to the increased use of the community garden and greenway by residents, after there is more shade within and around it planted by the project, and when there is increased safety and security of the site due to the new fencing that is proposed as part of the project. The project will result in improved health and safety and community food security at the community garden through the betterment of the site via the fruit trees planted there, and through the fencing to protect the site. The City will consult with the CCC for tree planting and site preparation at the site, maximizing local workforce training opportunities.

14. Explain the need for the proposed project. If applicable, explain how your project will provide “meaningful and direct” benefits to a disadvantaged community, a severely disadvantaged community, or a vulnerable population (as defined in Appendix D and described on pages 3-4 of the Grant Guidelines).

The community experiences increasingly frequent extreme heat impacts. The project will provide meaningful and direct benefits to the disadvantaged and severely disadvantaged communities of Oxnard who frequently use the trail for recreation and to travel to services from the disadvantaged and severely disadvantaged communities adjacent to the project site. The area is home to many farmworkers and low-income residents who are among the state's most vulnerable. The Oxnard Trail is currently lacking in tree cover, with very limited amounts of shade available for residents recreating on the trail and at the community garden, or traveling on it to reach services. The project will significantly increase shade along the corridor for those walking and traveling on the path, and for those seeking refuge in the community garden next to the path.

The project protects the community's urban forest and enhances quality of life by building in climate resilience to the urban forest while providing shade and food. Urban tree canopy will be significantly improved in the area that serves disadvantaged communities. The project directly responds to the community's expressed needs that are outlined in the City's 2021 Parks and Recreation Master Plan: to reduce the amount of unused turf areas in the City and replace them with drought tolerant plantings. The project will also utilize species selected via public workshops at the site in 2023 by residents and school children.

All of the nature-based cooling and safety interventions occur within a single, contiguous, city-owned right-of-way footprint. By using low-water, drought-tolerant and native plants, the project enhances the neighborhood urban forest without placing resource burdens on surrounding communities. The greening elements wrap directly around and into the 2.2-acre Camino del Sol Community Garden. Integrating secure perimeter fencing satisfies local requests to eliminate common crop and tool theft, and protects the proposed fruit trees from theft at night. This essential infrastructure security step actively unlocks the site's potential, transforming the garden and trail into a safe, accessible, outdoor cool refuge for vulnerable residents during extreme heat. The project serves DACs per the Prop 4 map.

The City of Oxnard, population 200,415, has a Hispanic or Latino population of 75%. The disadvantaged census tract 32.01, adjacent to the project site, is among the most densely populated tracts in the City, with 19,688 persons per square mile. The tract 32.01 is 99.4% Hispanic or Latino, with only 1.4% holding a bachelor's degree or higher, and 40.3% of residents do not have health care coverage. This data shows the significant need of the area. Residents of these tracts and others will be provided meaningful and direct benefits that support them, including during times of extreme heat. The nearest elementary schools to the project site, Cesar Chavez Elementary and Ramona Elementary, both have 96% of students eligible for Free and Reduced Price Meals, showing the food security challenges of the community. The fruit trees at the community garden will support the increase of residents' food security and health, while providing shade and refuge.

The greening project will surround the Camino del Sol Community Garden, which is along the walking path that the project greens with shade from the 210 trees to be planted by the project. While greening around and within the community garden, the project will support increased use of the community garden by ensuring the safety and security of those lawfully participating in the community garden and using it as a place of refuge during extreme heat. The garden is expected to increasingly serve as a place of refuge and recreation during heat waves due to the strategic shade and tree canopy at and around the site and along the pathway to the site. The fencing is a critical component of the project that will support increased use of the site, including during heat waves.

In summary, the project delivers direct and meaningful benefits to disadvantaged communities across all four state-mandated criteria, as described above:

1. Direct, Tangible Benefits: Planting 210 climate-ready trees will systematically eliminate significant shade gaps along the Oxnard Trail walking corridor, creating a cooler micro-climate.
2. Building Climate Resilience: The installation of an expanded tree canopy and multi-tier native/resilient landscaping directly shields the community from extreme heat, traps airborne particulate matter from the adjacent railroad and Oxnard Boulevard, and protects local natural assets, using climate-resilient species.
3. Responding to Expressed Community Need: This project directly implements local priorities identified in the City's Parks and Recreation Master Plan and 2021 Urban Forestry Review, and incorporates direct planning feedback gathered from neighborhood residents and students in 2023.
4. Avoiding Negative Burdens: By using low-water, drought-tolerant native plants, the project enhances the neighborhood urban forest without placing structural or resource burdens on surrounding communities.

Authorized Representative Certification

The Authorized Representative for your organization should electronically sign the Concept Proposal Signature Page in Docusign [here](#).



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

DATE: July 30, 2026

TO: City Council

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

SUBJECT: Approve Additional Contract Funds for Additive Bid Item 1, for the Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project, Specification No. PW 24-129.

RECOMMENDATION

That the City Council approve and authorize additional contract contingency funding for the execution of Alternate Bid Item 1 in the amount of \$232,000 to Agreement 32600126 with Jilk Heavy Construction for a new not-to-exceed contract value of \$2,664,001.

(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 Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project, which is currently under construction, involves rehabilitating a 370-foot section of Boise-type seawall that has been identified and prioritized by the City's marine consultant, Duncan Engineering. The current repairs are necessary at this location to maintain the integrity of the seawall and extend its useful life. Notably, this effort will also serve as a pilot project in order to prove the applicability of the recommended repair methods and to work through any practical and/or technical challenges ahead of larger-scale adoption. Specifically, the intent of such an approach is to systematically evaluate, from practical and technical perspectives, the level of suitability of the selected repair techniques to the Oxnard-specific environment in terms of constructibility, impacts, costs versus benefits, and repair durability/longevity. This will ensure that Oxnard has a well-founded approach to address future seawall repairs at other locations that aligns with this repair method.

Capital Improvement Program (CIP) Reference:

Project No. **C1901** – Mandalay Bay Seawalls PW 24-129 - CIP 2027-2031 - Adopted May 19, 2026 – Page 152.

DISCUSSION

The original construction bid for the Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project included an optional additive bid item (Bid Item 1) for localized foundation repairs. At the time of award on September 16th, 2025, Public Works staff did not recommend this work to be part of the initial contract award to Jilk Heavy Construction (Jilk) as approved by the City Council. This was due to the environmental regulatory agency's construction permit not being ready at the time of contract award. The additive bid item was not presented as part of the contract award recommendation at that time to ensure the rest of the seawall repairs moved forward on a timely basis. Since the award of the original contract to Jilk, the environmental regulatory agency has informed staff (in June 2026) that the foundation repairs construction permit will be ready in August 2026. This milestone clears the way so that the additive bid item (foundation repair) may now commence. As such, staff recommends approving an additional \$232,000 in order to execute the foundation repairs. Performing this work at the West Hemlock Street seawall section now, while the seawall is under repair, is the most cost-effective and efficient method to complete this work, avoiding Contractor

remobilization cost and disturbing the West Hemlock Street residents again (e.g., temporary relocation of boat docks) at a later 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 optional additive item is \$232,000. The current Project approved budget is \$2,432,001, which includes the construction agreement and contingency. The total Project budget with the optional additive item included is \$2,664,001. The Mandalay Bay Seawalls Project (C1901) has a total available project budget of \$1.39M, as noted in the table below. Staff recommends using \$232,000 from the Mandalay Bay Seawalls Project funds originally identified for future seawall repairs, notably the footing work mentioned above.

Fund Number	Fund Name	FY27 Available Budget
101	General Fund	\$1,260,000
120 (Subfund 4010)	Waterways 01 Assessment District Subfund	\$131,348
Total Available Project Budget		\$1,391,348

The ongoing maintenance cost for this Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project will have no new impacts on the Public Works Operating budget.

COMMITTEE OUTCOME

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

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32600126 Jilk Heavy Construction PW 24-129
2. September 16, 2025 Agenda Report

**CONSTRUCTION CONTRACT FOR
WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT
SPECIFICATION NO. PW 24-129**

**BY AND BETWEEN
THE CITY OF OXNARD**

AND JILK HEAVY CONSTRUCTION, INC.

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this 16th day of September, 2025 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and JILK HEAVY CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 709151. 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 WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 24-129 (the "Project"); and

WHEREAS, on June 26, 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 September 16, 2025, 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

COUNCIL APPROVED
9/16/25 N.2
DATE

- 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 specified in the Appendices the bid package or as may otherwise be required by law;
 4. Bid Addenda issued by the City;
 5. Notice Inviting Bids and Instructions to Bidders;
 6. Special Provisions
 7. General Provisions
 8. Appendices
 9. Plans
 10. Bid Forms and attachment thereto;
 11. Performance Bond;
 12. Payment Bond.
 13. CCC Waiver
 14. RWQCB Certification
 15. USACE Permit
 16. Geotechnical Report
 17. Structural Calculations

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 TWO MILLION TWO HUNDRED TEN THOUSAND NINE HUNDRED TEN DOLLARS ONLY, (\$2,210,910.00) (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 twenty (120) 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 FIVE HUNDRED DOLLARS (\$500.00) 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-S 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 their designee(s) 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: Jilk Heavy Construction, Inc.
500 S. Kraemer Blvd., Suite 380
Brea, CA 92821

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

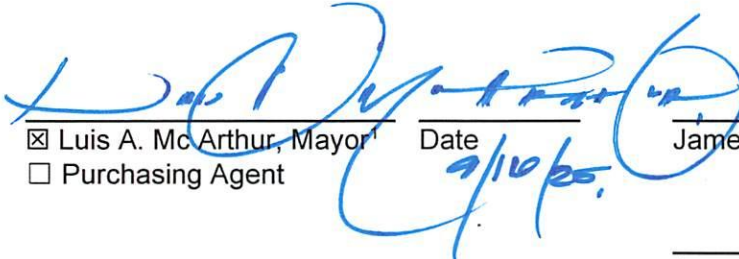
If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs 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. McArthur, Mayor ¹ ☐ Purchasing Agent	Date <u>9/10/25</u>	 James F. Jilk, President ²	Date _____
		Jeremiah T. Jilk, CFO & Secretary	Date _____

ATTEST:

 Lourdes A. López, City Clerk (only if Mayor signs)	Date <u>9/17/2025</u>
--	-----------------------

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required)	Date <u>9/10/2025</u>
---	-----------------------

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

² The City requires the following for any contract:

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

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

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

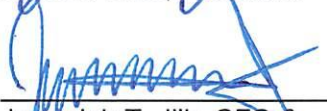
☒ Luis A. Mc Arthur, Mayor¹ _____ Date _____
☐ Purchasing Agent



 James F. Jilk, President ²

September 23, 2025

 Date



 Jeremiah T. Jilk, CFO &
 Secretary

September 23, 2025

 Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

² The City requires the following for any contract:

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

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

EXHIBITS

- Exhibit A: Contractors Bid Proposal.**
- Exhibit B: Form INS-S: 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

BID SCHEDULE

WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT SPECIFICATION NO. PW 24-129

Bidder's Company Name: Jilk Heavy 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 REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	ITEM TOTAL COST
1.	Mobilization and Demobilization (5% maximum of Total Bid Price)	SP 1001-4	LS	LUMP SUM	110,000.00	110,000.00
2.	Plaster Jackets	SP 1192-3-A	EA	33	16,770.00	553,410.00
3.	Weep Hole Installation	SP 1192-3-B	EA	128	775.00	92,200.00
4.	Sika Wall Panel Repairs	SP 1192-3-C	EA	16	35,500.00	568,000.00
5	QuakeWrap Wall Panel Repairs	SP 1192-3-D	EA	16	20,800.00	332,800.00
6	BMP's (Silt Curtain, Boom, Bib, etc.)	SP 1192-3-E	LS	LUMP SUM	29,500.00	29,500.00
7	All Other Work (including dock moves and gangway R&R)	SP 1192-3-F	LS	LUMP SUM	418,000.00	418,000.00
8	Pilaster Shoring (drawing no. S-5)	SP 1192-3-H	EA	4	25,000.00	100,000.00
TOTAL BASE AMOUNT:					2,210,910.00	

ADDITIVE ITEM 1:

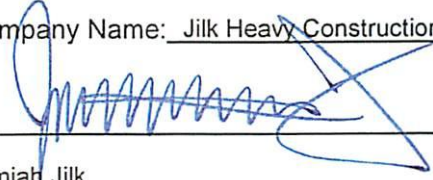
ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	ITEM TOTAL COST
1.	Vinyl Sheet Pile Foundation Repairs	1192-3-G	LF	232	1,000 ⁰⁰	232,000 ⁰⁰
TOTAL ADDITIVE ITEM 1:						232,000 ⁰⁰

TOTAL BID PRICE = TOTAL BASE AMOUNT WITHOUT CONSIDERING ANY AMOUNTS LISTED FOR ADDITIVE ITEM 1

TOTAL BID PRICE IN DIGITS: \$ 2,210,910⁰⁰

TOTAL BID PRICE IN WORDS: TWO MILLION, TWO HUNDRED AND TEN THOUSAND, NINE HUNDRED AND TEN DOLLARS

Bidder's Company Name: Jilk Heavy Construction, Inc.

Signature: 

Title: Chief Financial Officer

Print: Jeremiah Jilk

Date: August 12, 2025

EXHIBIT B
FORM INS-S: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR UNDERWATER DIVING/CONSTRUCTION CONTRACTS

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.

Commercial General Liability Insurance, including Contractual Liability which includes underwater activities in an amount not less than \$2,000,000 and/or protection & indemnity coverage at \$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;

Evidence of Business Automobile Liability and Watercraft 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 or watercraft liability with coverage equivalent to Insurance Services Office Automobile or Watercraft Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

Workers' Compensation Insurance shall be the State of California or United States Longshore and Harbor Workers (USL&H) [dock] or Jones Act Coverage as Appropriate (water). Limits of liability for State of California and USL&H shall be statutory with Employers Liability Insurance in an amount not less than \$1,000,000 per claimant and \$2,000,000 for Jones Act.

1. 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-S. 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

2. 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.

3. Contractor agrees that the Commercial General 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. 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-S 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).**

4. 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.

5. 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.

6. 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 sample accord form.

INS-S.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 ASPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction— Completed Value of Project
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 "City") PRODUCER Telephone: _____ NAMED INSURED TYPE OF INSURANCE GENERAL LIABILITY → COMMERCIAL GENERAL LIABILITY → COMPREHENSIVE GENERAL LIABILITY → OWNERS & CONTRACTORS PROTECTIVE COVERAGES → GENERAL → PRODUCTS/COMPLETED OPERATIONS → PERSONAL & ADVERTISING INJURY → FIRE DAMAGE → _____ → _____		SUBMIT IN DUPLICATE ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____ POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE → Included in Limits → In Addition to Limits → Deductible → Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. → Per Occurrence → Per Claim (which) APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
CLAIMS MADE RETROACTIVE DATE OCCURRENCE LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE		OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: - INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. - CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. - SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. - CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. - PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. - SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG 0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE → Broker/Agent → Underwriter → _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____

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

PRODUCER

Telephone: _____

NAMED INSURED

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE
(MM/DD/YY) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

→ COMMERCIAL AUTO POLICY

→ BUSINESS AUTO POLICY

→ OTHER _____

LIMIT OF LIABILITY

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

OTHER PROVISIONS

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:

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

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:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

→ Broker/Agent → Underwriter → _____

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

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed _____

EXHIBIT C

CITY OF OXNARD WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT SPECIFICATION NO. PW 24-129

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

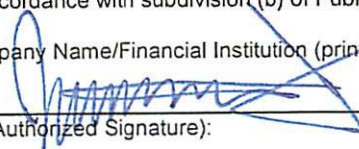
Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, 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): Jilk Heavy Construction, Inc. Federal ID Number (or n/a): 33-0664950

By (Authorized Signature): 

Jeremiah Jilk, Chief Financial Officer August 12, 2025
Printed Name & Title of Person Signing: Date Executed

Executed in the County of Orange County 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

**AGREEMENT MUST BE SIGNED BY AWARDED CONTRACTOR WHEN STAGING IN THE
CITY PROPERTY**

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 Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee's or its contractor's equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

a. Any notice to be provided pursuant to this Agreement 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 the Grantor: The City of Oxnard [ATTN] Address

To the Grantee: Contractor [ATTN] Address

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

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

14. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City's Risk Manager as set forth in INS-S attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

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 _____, 2025.

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 JILK HEAVY CONSTRUCTION, INC., 500 S. KRAEMER BLVD., SUITE 380, BREA, CA 92821 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT SPECIFICATION NO. PW 24-129.

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 TWO MILLION TWO HUNDRED TEN THOUSAND NINE HUNDRED TEN DOLLARS ONLY (\$2,210,910.00), 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)

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 JILK HEAVY CONSTRUCTION, INC., 500 S. KRAEMER BLVD., SUITE 380, BREA, CA 92821 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT SPECIFICATION NO. PW 24-129.

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 TWO MILLION TWO HUNDRED TEN THOUSAND NINE HUNDRED TEN DOLLARS ONLY (\$2,210,910.00), 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)

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. WCN7484176Premium: Included in the Cost of
the Performance Bond

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to JILK HEAVY CONSTRUCTION, INC., 500 S. KRAEMER BLVD., SUITE 380, BREA, CA 92821 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT SPECIFICATION NO. PW 24-129.

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 Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666

(Name and address of Surety)

a corporation organized and existing under the laws of the State of Pennsylvania ("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 TWO MILLION TWO HUNDRED TEN THOUSAND NINE HUNDRED TEN DOLLARS ONLY (\$2,210,910.00), 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: 9/18/2025

"Principal"

Jilk Heavy Construction, Inc.

By:  Jeremiah Jilk
Its: Chief Financial Officer

"Surety"

Old Republic Insurance Company

By: 
Its: Jessica T. Garcia, Attorney-in-Fact

By: 
Its: Vanessa Ramirez, Witness



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.

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Orange)
 On 9/18/2025 before me, Melissa Annette Lopez, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Jessica T. Garcia
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Melissa Lopez
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Erik Johansson, Melissa Lopez, Jennifer Anaya, Christina Rogers, Albert Melendez, Joaquin Perez,
Jonathan Batin, Zyanya Hernandez, Vanessa Ramirez, Jessica T. Garcia of Tustin, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of August, 2025.

[Signature]

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

[Signature]

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of August, 2025, personally came before me, Alan Pavlic
and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



[Signature]

Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 0053

Signed and sealed at the City of Brookfield, WI this 18th day of September, 2025.

[Signature]

Assistant Secretary

ORSC 11008 (6-93)

Performance Bonding Surety & Insurance Brokerage



OLD REPUBLIC INSURANCE GROUP

18500 W. Corporate Drive, Suite 170, Brookfield, WI 53045 | T: 800-217-1792 | www.orsurety.com

ADDENDUM TO SURETY BOND

This addendum pertains to the bond(s) to which it is attached and that have been issued on behalf of Old Republic Insurance Company.

Old Republic Insurance Company considers the electronic image of the following corporate seal that is affixed to the bond(s) to be of the same effect as if the seal was physically stamped or impressed onto the bond(s).



All terms and conditions of the bond(s) remain unchanged.

Signed and effective this 18th day of September, 2025.

Old Republic Insurance Company

By: 
Alan Pavlic, Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

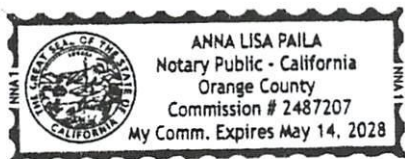
State of California

County of Orange

On September 23, 2025 before me, Anna Lisa Paila, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jeremiah Jilk
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *[Signature]*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeremiah Jilk Signer's Name: _____

☒ Corporate Officer – Title(s): Chief Financial Officer ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

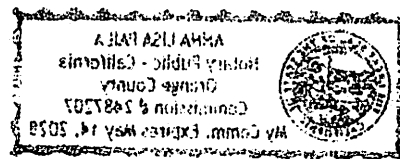
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Jilk Heavy Construction, Inc. _____



Bond No. WCN7484176Premium: \$17,832.00
Subject to Change Based
On the Final Contract Price**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to JILK HEAVY CONSTRUCTION, INC., 500 S. KRAEMER BLVD., SUITE 380, BREA, CA 92821 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as WEST HEMLOCK STREET SEAWALL REPAIRS PROJECT SPECIFICATION NO. PW 24-129.

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 Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666
(Name and address of Surety)

a corporation organized and existing under the laws of the State of Pennsylvania ("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 TWO MILLION TWO HUNDRED TEN THOUSAND NINE HUNDRED TEN DOLLARS ONLY (\$2,210,910.00), 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: 9/18/2025

"Principal"

Jilk Heavy Construction, Inc.

By: Jeremiah Jilk

Its: Chief Financial Officer

"Surety"

Old Republic Insurance Company

By: Jessica T. Garcia

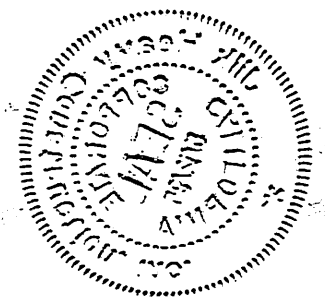
Its: Jessica T. Garcia, Attorney-in-Fact

By: Vanessa Ramirez

Its: Vanessa Ramirez, Witness



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.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)On 9/18/2025 before me, Melissa Annette Lopez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Jessica T. Garcia
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Melissa Annette Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Erik Johansson, Melissa Lopez, Jennifer Anaya, Christina Rogers, Albert Melendez, Joaquin Perez,
Jonathan Batin, Zyanya Hernandez, Vanessa Ramirez, Jessica T. Garcia of Tustin, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

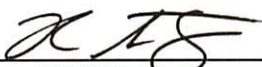
RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

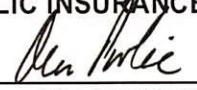
RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of August, 2025.


Assistant Secretary



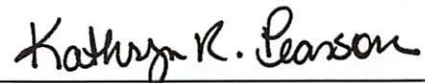
OLD REPUBLIC INSURANCE COMPANY


Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of August, 2025, personally came before me, Alan Pavlic
and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.




Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

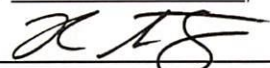
(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 0053

Signed and sealed at the City of Brookfield, WI this 18th day of September, 2025.


Assistant Secretary

ORSC 11008 (6-93)

Performance Bonding Surety & Insurance Brokerage



OLD REPUBLIC INSURANCE GROUP

18500 W. Corporate Drive, Suite 170, Brookfield, WI 53045 | T: 800-217-1792 | www.orsurety.com

ADDENDUM TO SURETY BOND

This addendum pertains to the bond(s) to which it is attached and that have been issued on behalf of Old Republic Insurance Company.

Old Republic Insurance Company considers the electronic image of the following corporate seal that is affixed to the bond(s) to be of the same effect as if the seal was physically stamped or impressed onto the bond(s).



All terms and conditions of the bond(s) remain unchanged.

Signed and effective this 18th day of September, 2025.

Old Republic Insurance Company

By: 
Alan Pavlic, Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

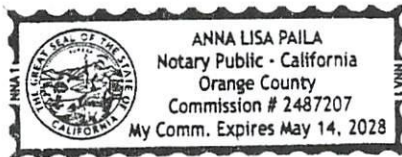
State of California

County of Orange

On September 23, 2025 before me, Anna Lisa Paila, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jeremiah Jilk
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeremiah Jilk Signer's Name: _____

☒ Corporate Officer – Title(s): Chief Financial Officer ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Jilk Heavy Construction, Inc. _____



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: September 16, 2025

TO: City Council

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

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

RECOMMENDATION

That the City Council approve and authorize:

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

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/aJ7Vfr-4kDM>

BACKGROUND

The Mandalay Bay seawalls were constructed as early as 1969 and finished in the early 1970s. Some of these seawalls have deteriorated due to age, the type of construction materials originally used, and the environmental elements (e.g. salt water exposure). When the seawalls were constructed, the developers built them according to the building codes used at that time. There are approximately 7.6 miles of seawalls, with two specific construction types; the Zurn wall style and the Boise panel style. The method used for repair will depend on the wall type and the extent of deterioration.

The Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project will rehabilitate a 370-foot section of Boise-type seawall that has been identified and prioritized by the marine engineering consultant hired by the City, Duncan Engineering. It was determined by the consultant that repairs are necessary at this location to maintain the integrity of the seawall and extend its useful life. Notably, this effort will also serve as a pilot project in order to prove the applicability of the recommended repair methods, and to work through any practical and/or technical challenges ahead of larger-scale adoption. Specifically, the intent of such an approach is to systematically evaluate, from practical and technical perspectives, the level of suitability of the selected repair techniques to the Oxnard-specific environment in terms of constructability, impacts, costs versus benefits, and repair durability/longevity. This will ensure that Oxnard has a well-founded approach to address future seawall repairs at other locations that align with this repair method.

The work is tentatively scheduled to begin in Fall 2025 and continue into Spring 2026 (120 working days) absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Channel Islands

Waterfront Homeowners Association (CIWHA) to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

Capital Improvement Program (CIP) Reference:

Project No. **C1901** – Mandalay Bay Seawalls PW 24-129 - CIP 2025-2029 - Adopted June 4, 2024– Page 95.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) of this project was published on June 26, 2025, in the local newspaper. Additionally, the NIFB was posted on multiple online platforms, including the City’s website, and distributed directly to 40 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on August 13, 2025, and the City received the following bids:

JILK HEAVY CONSTRUCTION, INC:	\$2,210,910.00
CUSHMAN CONTRACTING CORPORATION:	\$2,408,200.00

The lowest bidder is Jilk Heavy Construction, Inc. (Jilk) and its bid is responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Jilk 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 Jilk Heavy Construction, Inc.

The base bid of the project includes the work items necessary to repair the previously identified 370-foot section of the seawalls and pilasters. Staff recommends awarding the base bid amount of \$2,210,910 to Jilk Heavy Construction, Inc.

In addition to the project award amount of \$2,210,910, Staff recommends authorizing \$375,855 for the project, which includes \$221,091 for project contingency (10% of the contract costs) and \$154,764 for the cost for engineering services and City staff (~7% of the contract cost). Engineering services generally include the following activities: construction engineering, inspection, survey and project management. These recommendations bring the total cost of the project to \$2,586,765.

Please note that the original project amount allocated to the Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project was \$2.5M, with \$2,189,202 left available from previous project charges (permitting, engineering design work, staff time, etc). Including the contingency and engineering soft costs, the total project cost of \$2,586,765 exceeds the available amount by approximately \$397,563. Staff recommends that this balance be made up with funds from the work generally associated with the seawall footings, which has an original allocation of \$1.5M. Though this will reduce the amount immediately available for the footing project, staff highly recommends moving forward with the present Hemlock work at this time for a number of reasons. These include the significant time that would be lost if the City needed to obtain new permits, and the known priority associated with addressing the repair at this location in a timely manner. Also, since the footing project will be delivered in stages, the actual immediate impact to this project will be minimized.

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 \$2,586,765, which includes the construction agreement, contingency and project allocation. The Mandalay Bay Seawalls Project (Project No. C1901) has a total available project budget of \$3,863,172 as noted in the table below. Out of the \$3,863,172, \$2,189,202 is available for this sub-project (West Hemlock Street

Seawall Repairs). Staff recommends using \$397,563 from the Mandalay Bay Seawalls Project funds originally identified for future seawall repairs, notably the footing work mentioned above.

Project	Fund Number	Fund Name	Current Available Project Budget as of 8/18/25
C1901 – Mandalay Bay Seawalls Project	101	General Fund	\$1,542,622
	104	Measure O	\$2,189,202
	120 (subfund 4010)	Maintenance Assessment District LMD/CFD	\$131,348
TOTAL			\$3,863,172

The ongoing maintenance cost for this Mandalay Bay Seawalls (West Hemlock Street Seawall Repairs) Project will have no new impacts to the Public Works Operating budget, in comparison to the annual operating cost for the previous Mandalay Bay Pilaster Jacket Repair Project PW17-16; these repairs are permanent and only require to be monitored periodically to ensure no corrosion and/or seawall movements are taking place.

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 32600126
2. Presentation



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

DATE: July 30, 2026
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Fiscal Year 2025-26 Special District Utility Subsidy Budget Adjustments.

RECOMMENDATION

That the City Council approve revenue budget adjustments within fund 120 for additional FY 2025-26 revenues from utility subsidies received by LMDs 38 and 39 (subfunds 23803801 and 23913801) totaling \$14,600.

(This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 17, 2025.)

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 50 special financing districts, which includes 36 Landscape Maintenance Districts ("LMDs"). Some of these LMDs were formed with specific language included in their formation documents which requires that the cost of utilities over a certain dollar amount be funded from a source separate from the annual assessment. Each year, as a part of the annual assessment calculation, staff projects estimated utility costs for each district. For those LMDs which have restrictions on the amount their assessment can fund utilities, the difference between that amount and the projected utility cost is identified as a subsidy amount that is typically funded by the General Fund approved by the City Council as part of the annual Operating Budget process.

The original FY 2025-26 utility budgets for LMDs 38 - Aldea Del Mar and 39 - DR Horton projected a combined \$40,000 in utility expenses and \$11,518 in combined necessary utility subsidies. However, during the course of the year within these LMDs, utility expenses have been higher than projected, primarily due to increased water usage during dry months in an effort to prevent the die-off of LMD landscaping. Subsequently, this necessitates a greater subsidy for each of these LMDs than originally budgeted.

DISCUSSION

Each year, when staff projects estimated utility costs for each district, the maximum assessment amount that can be applied to certain LMDs for the cost of utilities is calculated. If the projected utility expenses are higher than the limit amount for a specific LMD, then the difference is budgeted as a transfer-in from the General Fund. These amounts are identified as revenue along with other "City Contributions" within the Consolidated Engineer's Report for the upcoming fiscal year. In the event that an LMD exceeds the total projected utility expenses originally factored into the subsidy calculation, then additional funds are needed to be transferred into the LMD(s).

These subsidies are budgeted to the City's General Fund as an expense. Usually, requesting more funds to be transferred into a specific LMD would require a corresponding expense appropriation. However, in this instance, the originally budgeted expense amount is sufficient to absorb the higher subsidy amounts required by these two LMDs. This is because not all districts need to receive their entire budgeted transfer amount, which leaves room within the General Fund expense account.

This staff report is intended to show an administrative process for clarity and transparency. There is already sufficient City Council-approved General Fund budget available for all LMD utility subsidies. Thus, this is not a required City Council appropriation. However, the amounts allocated to the individual districts are being adjusted to account for the actual costs incurred during the fiscal year. Staff is taking this to the City Council as a means to openly document this process.

The following table shows the specific LMDs, their originally approved subsidy amount, and the required adjustment to account for the higher than projected total subsidy received.

LMD	Original FY 2025-26 General Fund Contribution for Utility Overage (Subsidy)	Projected Actual FY 2025- 26 General Fund Contribution for Utility Overage (Subsidy)	Required Subsidy Adjustment
38 (Aldea Del Mar)	\$1,902.00	\$7,294.00	\$5,500.00
39 (DR Horton)	\$9,616.00	\$18,597.00	\$9,100.00

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on April 30, 2026.

FINANCIAL IMPACT

There is no additional General Fund appropriation required to balance the additional revenues within these LMDs. There is sufficient budget, which was previously approved, to absorb the higher subsidy amounts. The requested adjustment only affects the individual LMD revenue accounts listed below.

LMD	Account	Original FY 25/26 Budget	Proposed Adjustment	Revised FY 25/26 Budget
38 (Aldea Del Mar)	23803801-49920	\$4,361.00	\$5,500.00	\$9,861.00
39 (DR Horton)	23913801-49920	\$12,391.00	\$9,100.00	\$21,491.00

COMMITTEE OUTCOME

This item did not originate in Committee since this is a continuation of a previous item approved by the City Council on June 17, 2025.

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

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.8

DATE: July 30, 2026

TO: City Council

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

SUBJECT: Multiple Professional Services Agreements for On-Call Design and Constructability Review Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute the following Professional Services Agreements, each with an initial term of three years from July 31, 2026, to July 30, 2029, with an option for two consecutive one-year period extensions ending July 30, 2031, for On-Call Design and Constructability Review Services:

1. Agreement 32700029 with Diversified Project Services International, Inc., for a total amount not to exceed \$1,250,000.00;
2. Agreement 32700030 with Cumming Management Group, Inc., for a total amount not to exceed \$1,250,000.00; and
3. Agreement 32700031 with Willdan Engineering, for a total amount not to exceed \$1,250,000.00.

(Public Works and Transportation Committee approved 3-0 on July 14, 2026.)

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed and/or technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills, experience, and sometimes peak workload times of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The services covered under this request apply to projects involving public buildings, housing, public works infrastructure, public parks, and such other facilities as may be required by the City. Tasks may include ensuring a project's design is practical to construct, meets current local, State, and Federal design standards and building codes, follows Americans with Disabilities Act (ADA) Accessibility Guidelines, complies with Storm Water Pollution Prevention Plan (SWPPP) requirements, addresses safety concerns, is cost-effective, and is feasible to build. Services may also include identifying opportunities for value engineering; coordinating between disciplines and specifications; and producing clear, coordinated, cost-effective, and constructible bid documents.

This is the first instance Oxnard has issued professional On-Call agreements for Design and Constructability Review Services. As such, the historical usage costs for these services are difficult to separate from previous general structural contract expenditures. Over the next several years, it is anticipated that an increasing amount of design and constructability services will be needed to support complex CIP projects. The projected agreement amount per vendor, \$1,250,000, should conservatively be sufficient to cover the anticipated needs in the current and near-future CIP; the actual amounts used may be less, and the next year or two will provide usage data, so future agreement values may be

adjusted.

DISCUSSION

On January 20, 2026, the Purchasing Division issued a Request for Proposals (RFP) 26-40 for On-Call Consulting Services for Design and Constructability Review. The RFP was directly sent to three potential service providers and published on www.PublicPurchase.com as well as the City's Purchasing website. The deadline for proposal submissions was February 26, 2026, and the City received a total of six proposals.

A rating and selection process of the proposals was then performed by a panel that consisted of a Senior Civil Engineer, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel selected three firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked proposers based on the scoring criteria listed in the RFP and are consistent with the City's Purchasing Policy. The three recommended firms are:

Diversified Project Services International, Inc.
Cumming Management Group, Inc.
Willdan Engineering

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the three recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Services under these agreements will be acquired on an as-needed basis, with individual task orders issued for each identified work requirement (task). These will be issued and managed by the Project Manager (PM) assigned to the project. Once a new requirement is identified, all contractors will be provided the Task Order requirement on which to provide a proposal, if they so choose. The contractors will then submit their respective proposals, which will include a description of the scope of work to be performed, the method by which the consultant plans on completing the work, and a cost and schedule for completion. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work. Once the City has received all proposals, it will review each and make a selection of the firm based on factors that include price, experience, methods, and schedule.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for each agreement shall not exceed \$1,250,000 for up to five years if all options to extend are exercised. Funding for individual tasks will be sourced from projects identified in the City Council-approved CIP or, on rarer occasions, for City Divisions with non-CIP project requirements (e.g., Parks division for structures at City parks). The respective Project Manager will ensure sufficient funding is available in the approved project budget for related tasks before initiating work orders or services performed.

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on July 14, 2026 to approve the staff recommendation and to forward the item for Council's consideration.

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

Please click [here](#) to view the July 14, 2026 Public Works and Transportation Committee Meeting recording.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32700029
2. Agreement 32700030
3. Agreement 32700031

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DIVERSIFIED PROJECT SERVICES INTERNATIONAL,
INC.**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Diversified Project Services International, 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 will provide design and constructability review services for City projects, assessing feasibility, compliance, safety, coordination, and cost-effectiveness. Services include identifying risks, recommending improvements, and supporting the development of clear, buildable, and bid-ready projects on a task-order basis. The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not to be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. **PARTIES.**

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Diversified Project Services International, Inc., a corporation of the State of California, located at 5351 Olive Drive 100, Bakersfield, CA 93308.

4. TERM OF AGREEMENT: From: July 31, 2026 To: July 30, 2029

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,250,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: [Reserved]
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy
- Exhibit G: Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: Abe Anbessaw Title: Engineer Division Manager Phone: (805) 385-7675 Email: abebaw.anbessaw@oxnard.org Address: 300 West Third Street, Oxnard California 93030	Consultant Designated Representative Name: Scott Radsick Title: Director of Civil Engineering Phone: (661) 371-2800 Email: sradsick@dpsiinc.com Address: 5351 Olive Drive, Suite 100, Bakersfield, CA 93308
---	--

8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall

coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if Vendor/Contractor offers lower prices to another governmental entity) will automatically be extended to the City. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. For Contracts, any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index-All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the

City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. **Payment Request.** Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwengineeringap@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. **OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial

term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.
14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.
15. **[RESERVED].**
16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The

City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.
18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.
19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is

reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this

Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the

satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. **INSURANCE.** Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. **LIVING WAGE REQUIREMENTS.** During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit 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. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.
29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.
30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.
31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the

American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever

occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to,

war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

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

CITY OF OXNARD

**DIVERSIFIED PROJECT SERVICES
INTERNATIONAL, INC.**

☐ Luis A. Mc Arthur, Mayor² Date
☐ Libertad Macias, Purchasing Manager³

 _____ 06/15/2026
Sam Lux, CEO Date

 _____ 06/15/2026
Christina Bottoms, Secretary⁴ Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

 for 6/18/2026
Stephen M. Fischer, Date
City Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Diversified Project Services International, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Petros Gazazyan
Phone: (805) 509-9110
Email: petros.gazazyan@oxnard.org

Design and Constructability Review Services - The Professional Services Consultant (Consultant) under this agreement shall provide design and constructability review support for the City of Oxnard's (City) capital and other projects that involve public buildings, housing, public works infrastructure, utilities, transportation systems, public parks, community facilities, and other improvements as required by the City.

Tasks may include ensuring a project's design is feasible and practical to construct, meets current local, State, and Federal design standards and building codes, follows Americans with Disabilities Act (ADA) Accessibility Guidelines, complies with Storm Water Pollution Prevention Plan (SWPPP) requirements, addresses safety concerns, is cost-effective, and is feasible to build. Consultant shall determine any opportunity for value engineering. These assessments shall be accomplished by tasks that include design and document review, coordination checks, risk identification, and recommendations for efficiency. The scope also includes considering coordination between disciplines and specifications, checking dimensions and elevations, and evaluating material choices to produce clear, cost-effective, and buildable bid documents. The overall goal of the tasks is to identify potential issues and opportunities early in the design process.

Consulting Services shall be provided by the Consultant only upon authorization by the City under a duly executed and approved Task Order. Each Task Order proposal shall identify a concise schedule for completion of the assigned work. It is the Consultant's responsibility to determine the most efficient and cost-effective method to complete each Task so that the work can be completed to the satisfaction of the City. Task Orders shall be negotiated on either a lump sum or time-and-materials basis, using the hourly rate fee schedule as agreed to by the City and Consultant under the Master Agreement. Task Order funds will be encumbered based on the proposal submitted by the Consultant and approved by the City for each specific assignment. The Consultant shall, in the performance of this Agreement, maintain close communications with the City's Project

Manager or his/her designee. No services will be performed on any specific project until the City has issued a signed Task Order to the Consultant for that particular project.

Work Tasks:

Upon request by the city, Consultant shall perform the following tasks for municipal infrastructure and facility projects, as applicable to individual assignments:

Document and Design Analysis: Reviewing all project documents, including plans, specifications, cost estimates, and schedules, for clarity, completeness, and internal consistency.

Discipline Coordination: Checking for clashes, alignment, and tie-ins between various design disciplines (e.g., civil, structural, mechanical, electrical).

Specification Coordination: Ensuring plans and specifications are properly coordinated, with correct references and applicable notes.

Construction Feasibility: Evaluating if the design can be built efficiently using standard methods and techniques, and suggesting improvements to reduce complexity.

Cost and Schedule Optimization (value engineering): Identifying opportunities to use less expensive materials, standardize methods, or refine sequencing to reduce costs and shorten the construction schedule.

Risk Identification: Proactively identifying design-related risks, potential construction issues, and unforeseen site conditions that could lead to cost increases or delays.

Safety Considerations: Reviewing the design to ensure it addresses safety concerns and minimizes potential hazards during construction.

Material and Equipment Assessment: Evaluating material selections for cost-effectiveness and availability and confirming equipment needs.

Biddability and Bidding Accuracy: Ensuring the design documents are clear, concise, and complete enough for contractors to prepare accurate and competitive bids.

Operational Considerations: Assessing site access, operational constraints, and contractor capabilities to ensure constructability on-site.

Maintenance Needs: Considering future maintenance requirements during the design phase.

Expected Deliverables:

A comprehensive list of design review comments.

Action items for designers and project teams to address identified concerns.

Recommendations for design modifications, alternative materials, or value engineering opportunities.

Revised project scope, cost, and schedule estimates, where appropriate/applicable.

Individual Project Task Order

Upon request by the City, the Consultant shall submit for City review an Individual Project Task Order Proposal including all information required to complete the assignment. A sample Task Order form will be provided by the City.

Each Task Order Proposal shall identify the following:

- **Scope of Services:** Specific tasks to be performed by the Consultant, listed in chronological order reflecting the full scope of work requested by the City.
- **Personnel:** Names and titles of Consultant's staff assigned to perform the work, specifically identifying the individual who will serve as the Project Manager.
- **Schedule:** A proposed project schedule indicating the various tasks and estimated time required to complete each task, from initiation through completion.
- **Cost Proposal:** An estimated cost per task and a combined total Not-to-Exceed cost, based on the hourly rate fee schedule or other compensation method agreed upon in the Master Agreement.

No work shall be performed until the City has issued a signed Task Order authorizing the Consultant to proceed. The Consultant shall be responsible for performing the work in accordance with the approved scope, schedule, and budget to the satisfaction of the City.

City of Oxnard
Public Works Department
305 West Third Street, East Wing Oxnard, California 93030



TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
-----------------------------------	-----------------------------

On-Call PSA/GSA 2024

EXHIBIT B

**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Diversified Project Services International, Inc.)**

SCHEDULE OF COMPENSATION

[See Next Pages]



Engineering & Construction Management

Classification	Rate/Hour
Principal Engineer.....	275.00
Chief Engineer.....	250.00
Senior Engineer.....	230.00
Engineer I, II, III.....	160.00 / 180.00 / 200.00
Associate Engineer.....	145.00
Senior Project Manager.....	220.00
Project Manager I, II, III.....	175.00 / 195.00 / 210.00
Construction Rep I, II, III.....	155.00 / 160.00 / 170.00
Designer I, II, III.....	155.00 / 160.00 / 170.00
Principal Planner.....	195.00
Senior Planner.....	175.00
Associate Planner I, II.....	145.00 / 155.00
Assistant Planner.....	135.00
Qualified SWPPP Developer (QSD).....	200.00
Qualified SWPPP Practitioner (QSP).....	170.00
SWPPP Inspector.....	155.00
Project Coordinator / Permit Coordinator.....	155.00 / 155.00
CAD Technician I, II, III.....	130.00 / 140.00 / 155.00
Project Controls I, II, III.....	155.00 / 160.00 / 165.00
Safety Specialist.....	170.00
Safety Coordinator.....	145.00
Project Technician.....	140.00
Project Assistant I, II, III.....	125.00 / 130.00 / 135.00
Administrative Assistant.....	100.00
Expert Testimony.....	530.00
Expert Consultation.....	330.00

Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day and/or weekends, and 2.0 for employees working over 12 hours per day or over 8 on Sunday will be applied following California general overtime provisions.

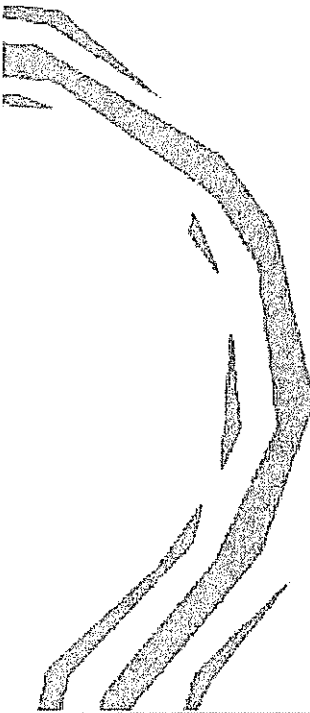


Land Surveying Services

Classification	Rate/Hour
Principal Land Surveyor	275.00
Chief Land Surveyor	250.00
3D Laser Scanning Crew (Two-Person)	335.00
3D Laser Scanning Crew (One-Person)	245.00
Land Surveying Crew (Two-Person)	300.00
Land Surveying Crew (One-Person)	200.00
FAA Part 107 Drone Crew (Two-Person).....	350.00
FAA Part 107 Drone Crew (One-Person).....	220.00
Senior Project Manager	220.00
Project Manager I, II, III.....	175.00 / 195.00 / 210.00
Senior Land Surveyor	220.00
Land Surveyor I, II, III.....	170.00 / 180.00 / 190.00
Project Coordinator / Permit Coordinator.....	155.00
Safety Specialist	170.00
Safety Coordinator.....	145.00
CAD Technician I, II, III.....	130.00 / 140.00 / 155.00
Survey Technician I, II, III, IV, V	125.00 / 130.00 / 140.00 / 145.00 / 160.00
Project Technician.....	140.00
Project Assistant I, II, III.....	125.00 / 130.00 / 135.00
Administrative Assistant	100.00
Expert Testimony / Expert Consultation	530.00 / 330.00

All crew rates are portal to portal and include equipment. Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day and/or weekends, and 2.0 for employees working over 12 hours per day or over 8 on Sunday will be applied following California general overtime provisions.

JMPE
 ENGINEERING, INC.
 LIGHTING DESIGN
 CA REGISTRATION #E13083



Schedule of Hourly Rates and Fees

Electrical Engineer, Lighting Designer	\$250.00 per hour
Electrical Designer, Associate	\$160.00 per hour
CAD Drafting	\$150.00 per hour
Clerical	\$80.00 per hour
Specifications	\$90.00 per hour
Cost Estimating	\$120.00 per hour

Blueprints	*
Copies	*
Telephone Calls	*
Faxes	*
Mileage	*
Parking	*
Postage	*

*Included in hourly rate structure



Rates: City of Oxnard On-Call

Rates for Structural Services:

Principal Structural Engineer

\$225/hr.

Design Engineer

\$145/hr.

Structural Drafter

\$125/hr.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Diversified Project Services International, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[See Next Pages]

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

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.

1/23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE		

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Diversified Project Services International, Inc.)**

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Diversified Project Services International, 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 \$20.70 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, 2026**

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 \$20.70 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2027, 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 Diversified Project Services International, 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.

EXHIBIT G

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Diversified Project Services International, Inc.)**

IRAN CONTRACTING CERTIFICATION

[SEE NEXT PAGE]

**IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208**

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

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

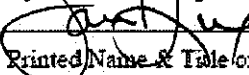
OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/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):
Diversified Project Services International, Inc.

Federal ID Number (or n/a):
26-1279651

By (Authorized Signature):



Printed Name & Title of Person Signing:

Date Executed

Samuel Lux, President

06/15/2026

Executed in the County of Kern

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 _____

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CUMMING MANAGEMENT GROUP, INC.**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Cumming Management Group, Inc. ("Consultant"), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as "Party" or collectively as the "Parties."

1. **[INTENTIONALLY OMITTED].**
2. **SUMMARY DESCRIPTION OF SERVICES.**

The consultant will provide design and constructability review services for City projects, assessing feasibility, compliance, safety, coordination, and cost-effectiveness. Services include identifying risks, recommending improvements, and supporting the development of clear, buildable, and bid-ready projects on a task-order basis. The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not to be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. **PARTIES.**

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Cumming Management Group, Inc., a corporation of the State of California, located at 276 Post Road W, 2nd Floor, Westport, CT 06680.

4. TERM OF AGREEMENT: From: July 31, 2026 To: July 30, 2029

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,250,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: [Reserved]
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy
- Exhibit G: Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: Abe Anbessaw Title: Engineer Division Manager Phone: (805) 385-7675 Email: abebaw.anbessaw@oxnard.org Address: 300 West Third Street, Oxnard California 93030	Consultant Designated Representative Name: Anthony Sanchez Title: Executive Vice President Phone: 323-855-4710 Email: asanchez@cumming-group.com Address: 25240 Hancock Avenue, Suite 200, Murrieta, CA 92562
---	--

8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall

coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if Vendor/Contractor offers lower prices to another governmental entity) will automatically be extended to the City. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. For Contracts, any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index-All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. **PAYMENT and INVOICES.** The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the

City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. **Payment Request.** Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwengineeringap@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial

term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.
14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.
15. **[RESERVED].**
16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The

City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.
18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.
19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is

reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this

Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the

satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit 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. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.
29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.
30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.
31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the

American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever

occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to,

war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

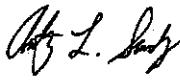
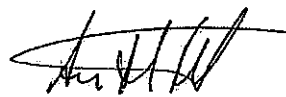
[Signatures on next page]

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

CITY OF OXNARD

**CUMMING MANAGEMENT GROUP,
INC.**

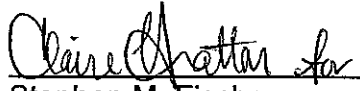
☐ Luis A. Mc Arthur, Mayor² _____ Date
☐ Libertad Macias, Purchasing Manager³

 _____ 06/15/2026
Anthony Sanchez, Executive VP Date
 _____ 6/15/2026
Al Jajeh, CFO⁴ _____ Date

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

 _____ 6/18/2026
Stephen M. Fischer, _____ Date
City Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Cumming Management Group, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Petros Gazazyan
Phone: (805) 509-9110
Email: petros.gazazyan@oxnard.org

Design and Constructability Review Services - The Professional Services Consultant (Consultant) under this agreement shall provide design and constructability review support for the City of Oxnard's (City) capital and other projects that involve public buildings, housing, public works infrastructure, utilities, transportation systems, public parks, community facilities, and other improvements as required by the City.

Tasks may include ensuring a project's design is feasible and practical to construct, meets current local, State, and Federal design standards and building codes, follows Americans with Disabilities Act (ADA) Accessibility Guidelines, complies with Storm Water Pollution Prevention Plan (SWPPP) requirements, addresses safety concerns, is cost-effective, and is feasible to build. Consultant shall determine any opportunity for value engineering. These assessments shall be accomplished by tasks that include design and document review, coordination checks, risk identification, and recommendations for efficiency. The scope also includes considering coordination between disciplines and specifications, checking dimensions and elevations, and evaluating material choices to produce clear, cost-effective, and buildable bid documents. The overall goal of the tasks is to identify potential issues and opportunities early in the design process.

Consulting Services shall be provided by the Consultant only upon authorization by the City under a duly executed and approved Task Order. Each Task Order proposal shall identify a concise schedule for completion of the assigned work. It is the Consultant's responsibility to determine the most efficient and cost-effective method to complete each Task so that the work can be completed to the satisfaction of the City. Task Orders shall be negotiated on either a lump sum or time-and-materials basis, using the hourly rate fee schedule as agreed to by the City and Consultant under the Master Agreement. Task Order funds will be encumbered based on the proposal submitted by the Consultant and approved by the City for each specific assignment. The Consultant shall, in the performance of this Agreement, maintain close communications with the City's Project

Manager or his/her designee. No services will be performed on any specific project until the City has issued a signed Task Order to the Consultant for that particular project.

Work Tasks:

Upon request by the city, Consultant shall perform the following tasks for municipal infrastructure and facility projects, as applicable to individual assignments:

Document and Design Analysis: Reviewing all project documents, including plans, specifications, cost estimates, and schedules, for clarity, completeness, and internal consistency.

Discipline Coordination: Checking for clashes, alignment, and tie-ins between various design disciplines (e.g., civil, structural, mechanical, electrical).

Specification Coordination: Ensuring plans and specifications are properly coordinated, with correct references and applicable notes.

Construction Feasibility: Evaluating if the design can be built efficiently using standard methods and techniques, and suggesting improvements to reduce complexity.

Cost and Schedule Optimization (value engineering): Identifying opportunities to use less expensive materials, standardize methods, or refine sequencing to reduce costs and shorten the construction schedule.

Risk Identification: Proactively identifying design-related risks, potential construction issues, and unforeseen site conditions that could lead to cost increases or delays.

Safety Considerations: Reviewing the design to ensure it addresses safety concerns and minimizes potential hazards during construction.

Material and Equipment Assessment: Evaluating material selections for cost-effectiveness and availability and confirming equipment needs.

Biddability and Bidding Accuracy: Ensuring the design documents are clear, concise, and complete enough for contractors to prepare accurate and competitive bids.

Operational Considerations: Assessing site access, operational constraints, and contractor capabilities to ensure constructability on-site.

Maintenance Needs: Considering future maintenance requirements during the design phase.

Expected Deliverables:

A comprehensive list of design review comments.

Action items for designers and project teams to address identified concerns.

Recommendations for design modifications, alternative materials, or value engineering opportunities.

Revised project scope, cost, and schedule estimates, where appropriate/applicable.

Individual Project Task Order

Upon request by the City, the Consultant shall submit for City review an Individual Project Task Order Proposal including all information required to complete the assignment. A sample Task Order form will be provided by the City.

Each Task Order Proposal shall identify the following:

- Scope of Services: Specific tasks to be performed by the Consultant, listed in chronological order reflecting the full scope of work requested by the City.
- Personnel: Names and titles of Consultant's staff assigned to perform the work, specifically identifying the individual who will serve as the Project Manager.
- Schedule: A proposed project schedule indicating the various tasks and estimated time required to complete each task, from initiation through completion.
- Cost Proposal: An estimated cost per task and a combined total Not-to-Exceed cost, based on the hourly rate fee schedule or other compensation method agreed upon in the Master Agreement.

No work shall be performed until the City has issued a signed Task Order authorizing the Consultant to proceed. The Consultant shall be responsible for performing the work in accordance with the approved scope, schedule, and budget to the satisfaction of the City.

City of Oxnard
Public Works Department
305 West Third Street, East Wing Oxnard, California 93030



TASK ORDER

All Task Orders must include a copy of
the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
-----------------------------------	-----------------------------

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Cumming Management Group, Inc.)

SCHEDULE OF COMPENSATION

Hourly Rates

CLASSIFICATION	HOURLY RATE
Project Director	\$240.00
Project Manager	\$225.00
Architect	\$195.00
Civil Engineer	\$205.00
Structural Engineer	\$210.00
Electrical Engineer	\$205.00
Mechanical Engineer	\$205.00
Fire Protection Engineer	\$205.00
CASp	\$200.00
Landscape Architect	\$175.00

Cumming Group acknowledges that these rates shall remain in effect for the duration of the agreement, subject to annual adjustments indexed to the Consumer Price Index (CPI) for Los Angeles area.

Reimbursables

Any reimbursable expenses incurred during Cumming Group's performance of services, including, without limitation, all costs for personnel, per diem expenses, printing and/or shipping of deliverables will be billed at actual costs with 0% mark-up. On-site facilities are generally provided by the City or part of the contractor's general conditions. If requested, these costs would fall under the reimbursable expenses category and shall be billed at cost with 0% markup. Client shall reimburse for any out-of-pocket expenses incurred which are authorized in advance and in writing.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Cumming Management Group, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[See Next Pages]

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE			

INS-A.doc

Rev. 1/23

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Cumming Management Group, Inc.)**

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Cumming Management Group, Inc.)

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

- A. Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Consultant shall pay such employee no less than \$20.70 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, 2026**

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 \$20.70 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2027, 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 Cumming Management Group, Inc.)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Consultant shall perform the Project as a public work. Consultant shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Consultant shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before

commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Consultant must immediately notify City.

8. Consultant is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Consultant shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Consultant's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Consultant shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Consultant shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each

subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Consultant under this Section shall survive Agreement termination.

EXHIBIT G

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Cumming Management Group, Inc.)**

IRAN CONTRACTING CERTIFICATION

[SEE NEXT PAGE]

**IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208**

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

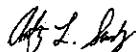
To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete one of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the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

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/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):
Cumming Management Group, Inc.

Federal ID Number (or n/a):
20-8782096

By (Authorized Signature): 

Printed Name & Title of Person Signing:

Date Executed

Anthony L. Sanchez, Executive Vice President

06/15/2026

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

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND WILL DAN ENGINEERING**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Willdan Engineering ("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 will provide design and constructability review services for City projects, assessing feasibility, compliance, safety, coordination, and cost-effectiveness. Services include identifying risks, recommending improvements, and supporting the development of clear, buildable, and bid-ready projects on a task-order basis. The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not to be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

Willdan Engineering, a corporation of the State of California, located at 2401 E. Katella Avenue, Suite 300, Anaheim, CA 92806-5909.

4. TERM OF AGREEMENT: From: July 31, 2026 To: July 30, 2029

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (2) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,250,000.00 ¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: [Reserved]
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy
- Exhibit G: Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name: Abe Anbessaw Title: Engineer Division Manager Phone: (805) 385-7675 Email: abebaw.anbessaw@oxnard.org Address: 300 West Third Street, Oxnard California 93030	Consultant Designated Representative Name: Tyrone Peter Title: Director - Engineering Phone: 657-223-8557 Email: tpeter@willdan.com Address: 2401 E. Katella Avenue, Suite 300, Anaheim, CA 92806-5909
---	---

8. **CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. **CONSULTANT'S SERVICES.**

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall

coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.

- D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if Vendor/Contractor offers lower prices to another governmental entity) will automatically be extended to the City. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 60-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. For Contracts, any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index-All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved (if needed) for budget funding by City Council. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the

City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. **Payment Request.** Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwengineeringap@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial

term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. **MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.
14. **TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.
15. **[RESERVED].**
16. **INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such Services shall not materially interfere with the Services the Consultant shall perform for the City. The

City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. **LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.
18. **SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.
19. **STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is

reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. **Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. **Deliverables.** Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. **Records and Inspections.** The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this

Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the

satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. **NOTICE.** All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. **INDEMNIFICATION, HOLD HARMLESS & DEFENSE.** Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit 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. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

28. **SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.
29. **CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.
30. **DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.
31. **DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the

American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. **ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
33. **CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.
34. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
35. **AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant, or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the

Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

36. **ADVERTISING AND PUBLICITY.** Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
37. **NONDISCRIMINATORY EMPLOYMENT.** Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.
38. **COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
39. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
40. **FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to,

war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

41. **GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
42. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
43. **INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
44. **NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
45. **AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
46. **EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

47. **INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
48. **CAPTIONS AND HEADINGS.** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.
49. **ACKNOWLEDGEMENT.** By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

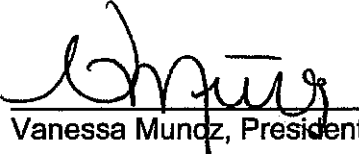
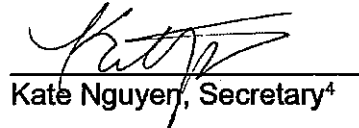
[Signatures on next page]

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

CITY OF OXNARD

WILLDAN ENGINEERING

☐ Luis A. Mc Arthur, Mayor² _____ Date
☐ Libertad Macias, Purchasing Manager³ _____

 6/16/26
Vanessa Mundz, President Date
 6/16/2026
Kate Nguyen, Secretary⁴ Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

 6/18/2026
Stephen M. Fischer, Date
City Attorney (always required).

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

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

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and Willdan Engineering)

SCOPE OF SERVICES

PROJECT MANAGER: Petros Gazazyan
Phone: (805) 509-9110
Email: petros.gazazyan@oxnard.org

Design and Constructability Review Services - The Professional Services Consultant (Consultant) under this agreement shall provide design and constructability review support for the City of Oxnard's (City) capital and other projects that involve public buildings, housing, public works infrastructure, utilities, transportation systems, public parks, community facilities, and other improvements as required by the City.

Tasks may include ensuring a project's design is feasible and practical to construct, meets current local, State, and Federal design standards and building codes, follows Americans with Disabilities Act (ADA) Accessibility Guidelines, complies with Storm Water Pollution Prevention Plan (SWPPP) requirements, addresses safety concerns, is cost-effective, and is feasible to build. Consultant shall determine any opportunity for value engineering. These assessments shall be accomplished by tasks that include design and document review, coordination checks, risk identification, and recommendations for efficiency. The scope also includes considering coordination between disciplines and specifications, checking dimensions and elevations, and evaluating material choices to produce clear, cost-effective, and buildable bid documents. The overall goal of the tasks is to identify potential issues and opportunities early in the design process.

Consulting Services shall be provided by the Consultant only upon authorization by the City under a duly executed and approved Task Order. Each Task Order proposal shall identify a concise schedule for completion of the assigned work. It is the Consultant's responsibility to determine the most efficient and cost-effective method to complete each Task so that the work can be completed to the satisfaction of the City. Task Orders shall be negotiated on either a lump sum or time-and-materials basis, using the hourly rate fee schedule as agreed to by the City and Consultant under the Master Agreement. Task Order funds will be encumbered based on the proposal submitted by the Consultant and approved by the City for each specific assignment. The Consultant shall, in the performance of this Agreement, maintain close communications with the City's Project

Manager or his/her designee. No services will be performed on any specific project until the City has issued a signed Task Order to the Consultant for that particular project.

Work Tasks:

Upon request by the city, Consultant shall perform the following tasks for municipal infrastructure and facility projects, as applicable to individual assignments:

Document and Design Analysis: Reviewing all project documents, including plans, specifications, cost estimates, and schedules, for clarity, completeness, and internal consistency.

Discipline Coordination: Checking for clashes, alignment, and tie-ins between various design disciplines (e.g., civil, structural, mechanical, electrical).

Specification Coordination: Ensuring plans and specifications are properly coordinated, with correct references and applicable notes.

Construction Feasibility: Evaluating if the design can be built efficiently using standard methods and techniques, and suggesting improvements to reduce complexity.

Cost and Schedule Optimization (value engineering): Identifying opportunities to use less expensive materials, standardize methods, or refine sequencing to reduce costs and shorten the construction schedule.

Risk Identification: Proactively identifying design-related risks, potential construction issues, and unforeseen site conditions that could lead to cost increases or delays.

Safety Considerations: Reviewing the design to ensure it addresses safety concerns and minimizes potential hazards during construction.

Material and Equipment Assessment: Evaluating material selections for cost-effectiveness and availability and confirming equipment needs.

Biddability and Bidding Accuracy: Ensuring the design documents are clear, concise, and complete enough for contractors to prepare accurate and competitive bids.

Operational Considerations: Assessing site access, operational constraints, and contractor capabilities to ensure constructability on-site.

Maintenance Needs: Considering future maintenance requirements during the design phase.

Expected Deliverables:

A comprehensive list of design review comments.

Action items for designers and project teams to address identified concerns.

Recommendations for design modifications, alternative materials, or value engineering opportunities.

Revised project scope, cost, and schedule estimates, where appropriate/applicable.

Individual Project Task Order

Upon request by the City, the Consultant shall submit for City review an Individual Project Task Order Proposal including all information required to complete the assignment. A sample Task Order form will be provided by the City.

Each Task Order Proposal shall identify the following:

- **Scope of Services:** Specific tasks to be performed by the Consultant, listed in chronological order reflecting the full scope of work requested by the City.
- **Personnel:** Names and titles of Consultant's staff assigned to perform the work, specifically identifying the individual who will serve as the Project Manager.
- **Schedule:** A proposed project schedule indicating the various tasks and estimated time required to complete each task, from initiation through completion.
- **Cost Proposal:** An estimated cost per task and a combined total Not-to-Exceed cost, based on the hourly rate fee schedule or other compensation method agreed upon in the Master Agreement.

No work shall be performed until the City has issued a signed Task Order authorizing the Consultant to proceed. The Consultant shall be responsible for performing the work in accordance with the approved scope, schedule, and budget to the satisfaction of the City.

City of Oxnard
Public Works Department
305 West Third Street, East Wing Oxnard, California 93030



TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
-----------------------------------	-----------------------------

On-Call PSA/GSA 2024

EXHIBIT B

**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Willdan Engineering)**

SCHEDULE OF COMPENSATION

[See Next Page]



WILLDAN ENGINEERING

Schedule of Hourly Rates

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$93	Code Enforcement Technician	\$109	Labor Compliance Specialist	\$150
Technical Aide II	\$106	Code Enforcement Officer	\$125	Senior Labor Compliance Specialist	\$185
Technical Aide III	\$124	Senior Code Enforcement Officer	\$147	Assistant Labor Compliance Manager	\$180
CAD Operator I	\$132	Supervisor Code Enforcement	\$178	Labor Compliance Manager	\$200
CAD Operator II	\$153	Fire Plans Examiner	\$178	Utility Coordinator	\$172
CAD Operator III	\$170	Senior Fire Plans Examiner	\$195	Office Engineer I	\$151
GIS Analyst I	\$189	Fire Inspector	\$164	Office Engineer II	\$165
GIS Analyst II	\$185	Senior Fire Inspector	\$178	Assistant Construction Manager	\$172
GIS Analyst III	\$193	Fire Marshal	\$210	Construction Manager	\$181
Environmental Analyst I	\$149	Plans Examiner Aide	\$117	Senior Construction Manager	\$207
Environmental Analyst II	\$166	Plans Examiner	\$178	Resident Engineer I	\$215
Environmental Analyst III	\$177	Senior Plans Examiner	\$195	Resident Engineer II	\$223
Environmental Specialist	\$181	Assistant Construction Permit Specialist	\$125	Project Manager IV	\$253
Designer I	\$174	Construction Permit Specialist	\$131	Deputy Director	\$270
Designer II	\$181	Senior Construction Permit Specialist	\$155	Director	\$285
Senior Designer I	\$190	Supervising Construction Permit Specialist	\$164	INSPECTION SERVICES	
Senior Designer II	\$199	Assistant Building Inspector	\$147	Public Works Observer **	\$135
Design Manager	\$205	Building Inspector	\$164	Public Works Observer ***	\$170
Senior Design Manager	\$212	Senior Building Inspector	\$178	Senior Public Works Observer**	\$147
Plans Reviewer I	\$160	Supervising Building Inspector	\$195	Senior Public Works Observer ***	\$170
Plans Reviewer II	\$178	Inspector of Record	\$208	MAPPING AND EXPERT SERVICES	
Senior Plans Reviewer	\$195	Assistant Building Official	\$185	Survey Analyst I	\$151
Project Manager I	\$198	Deputy Building Official	\$211	Survey Analyst II	\$174
Project Manager II	\$220	Building Official	\$221	Senior Survey Analyst	\$187
Project Manager III	\$238	Plan Check Engineer	\$204	Supervisor - Survey & Mapping	\$209
Project Manager IV	\$253	Supervising Plan Check Engineer	\$208	Principal Project Manager	\$263
Principal Project Manager	\$263	Principal Project Manager	\$263	LANDSCAPE ARCHITECTURE	
Assistant Engineer I	\$146	Deputy Director	\$270	Assistant Landscape Architect	\$157
Assistant Engineer II	\$160	Director	\$285	Associate Landscape Architect	\$181
Assistant Engineer III	\$169	PLANNING		Senior Landscape Architect	\$199
Assistant Engineer IV	\$180	CDBG Technician	\$97	Principal Landscape Architect	\$211
Associate Engineer I	\$189	CDBG Specialists	\$114	Principal Project Manager	\$263
Associate Engineer II	\$198	CDBG Analyst	\$132	ADMINISTRATIVE	
Associate Engineer III	\$202	Sr. CDBG Analyst	\$140	Administrative Assistant I	\$102
Senior Engineer I	\$205	CDBG Coordinator	\$156	Administrative Assistant II	\$123
Senior Engineer II	\$210	CDBG Manager	\$188	Administrative Assistant III	\$144
Senior Engineer III	\$213	Housing Specialist	\$138	Project Accountant I	\$116
Senior Engineer IV	\$217	Housing Program Coordinator	\$156	Project Accountant II	\$138
Supervising Engineer	\$226	Planning Technician	\$134	Project Controller I	\$144
Traffic Engineer I	\$226	Assistant Planner	\$167	Project Controller II	\$163
Traffic Engineer II	\$253	Associate Planner	\$181		
City Engineer I	\$241	Senior Planner	\$208		
City Engineer II	\$253	Principal Planner	\$215		
Deputy Director	\$270	Planning Manager	\$228		
Director	\$285	Deputy Director	\$270		
Principal Engineer	\$325	Director	\$285		

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost. A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Willdan Engineering)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[See Next Pages]

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ \$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 _____					

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Willdan Engineering)**

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and Willdan Engineering)

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 \$20.70 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, 2026**

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 \$20.70 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2027, 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 Willdan Engineering)

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.

EXHIBIT G

**PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Willdan Engineering)**

IRAN CONTRACTING CERTIFICATION

[SEE NEXT PAGE]

**IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208**

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

Willdan Engineering

Federal ID Number (or n/a):

95 - 2295858

By (Authorized Signature):

[Signature]

Printed Name & Title of Person Signing:

Vanessa Munoz, President/CEO

Date Executed

6/16/26.

Executed in the County of

Orange

in the State of

CA

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



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. L.9

DATE: July 30, 2026

TO: City Council

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

SUBJECT: Agreement 32700047 with RoviSys for Supervisory Control and Data Acquisition (SCADA) Support Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with RoviSys in an amount not to exceed of \$1,515,000 for an initial one-year term from July 31, 2026, to July 30, 2027, with the option for four consecutive one-year period extensions ending July 30, 2031, for Supervisory Control and Data Acquisition (SCADA) Support Services.

(Public Works and Transportation Committee approved 3-0 on July 14, 2026.)

BACKGROUND

SCADA systems are complex communication, monitoring, and control systems that are critical to the operation of the city's water, recycled water, and wastewater facilities. They include the integration of hardware, software, and firmware and are critically essential to the safe operation of Oxnard's water, wastewater, and recycled water systems. SCADA systems are used by staff to monitor and control critical components such as valves, pumps, motors, and distribution systems. They also act as the notification mechanism in case of system failures or emergencies that require immediate attention.

Troubleshooting, upgrading, and maintaining the utility's SCADA systems requires very specialized expertise, obtained from qualified persons or outside service providers. Historically, the Water and Wastewater Divisions relied on specialized resources obtained by outside service providers.

Outside support for on-call and emergency SCADA issues for the water, wastewater, and recycled water systems is a critical resource when minimizing downtime and maximizing safety and efficiency. SCADA failures can affect the City's ability to monitor alarms, operate wells, control pumps and valves, maintain treatment processes, and respond to emergency conditions. The support agreement includes diagnostic testing, programming, software, hardware, instruments, radio networks and facility communications, electrical, computer repair and replacement, and cyber security.

The following systems and components are monitored through each SCADA system:

Water System Components:

- Groundwater Desalter Treatment Plant
- Potable Water Wells
- Chemical Systems
- Blending and Remote Potable Water Stations
- City Potable Water Distribution System

Wastewater System Components:

- Oxnard Water Resource Recovery Facility
- Sewage Pumping Stations

Recycled Water System Components:

- Advanced Water Purification Facility (AWPF)
- Recycled Water Pipeline

DISCUSSION

On April 7, 2026, the Purchasing Division released a Request for Proposal (RFP) PW 26-83 for SCADA system support services. The RFP was directly sent to four potential service providers and was published on www.planetbids.com as well as the City's Purchasing website.

The solicitation closed on May 12, 2026, and received bids from four responsive bidders as follows:

RoviSys	N2W Engineering
Northern Digital, Inc.	Prousys

A panel consisting of the Water's SCADA Programs Supervisor, Water Treatment Chief, and Wastewater Maintenance Manager reviewed the submitted bids. It was determined that RoviSys was the highest-ranked proposer based on the scoring criteria listed in RFP 26-83. The scoring criteria consisted of past record of performance of similar work, responsiveness and clarity of the proposal, and cost of services.

Upon a full evaluation by the City's Purchasing Division of the submitted bids, RoviSys 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. Based on the available information, staff recommends awarding the contract as these services are essential to maintaining the water, wastewater, and recycled water SCADA systems.

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 Agreement 32700047 with RoviSys shall not exceed \$1,515,000 through July 30, 2031, if all terms are extended for Supervisory Control and Data Acquisition (SCADA) Support Services. There is sufficient funding from the Water and Wastewater Operating Adopted Budget for FY 2026-27. Funding for subsequent fiscal years will be requested in the annual budget process.

ESTIMATED SPENDING PLAN						
DIVISION	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31 (1 Month)	TOTAL
Wastewater (6113615-53200)	\$150,000	\$155,000	\$160,000	\$165,000	\$10,000	\$640,000
Water (6013600-53200)	\$125,000	\$130,000	\$135,000	\$140,000	\$10,000	\$540,000
AWPF (6013605-53200)	\$75,000	\$80,000	\$85,000	\$90,000	\$5,000	\$335,000
TOTAL	\$350,000	\$365,000	\$380,000	\$395,000	\$25,000	\$1,515,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee voted 3-0 on July 14, 2026 to approve the staff recommendation and to forward the item for Council's consideration.

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

Please click [here](#) to view the July 14, 2026 Public Works and Transportation Committee Meeting recording.

Prepared by: Chris Peyton, Water Division Manager

ATTACHMENTS

1. Agreement 32700047
2. Prior Agreement Rate Schedule of Compensation
3. Presentation

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND THE ROVISYS COMPANY**

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of The Rovisys Company ("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.

This Agreement is for on-call and/or emergency services for the Water and Wastewater's Supervisory Control and Data Acquisition (SCADA) Systems.

The Services to be performed pursuant to this Agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached to the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not to be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard, California 93030.

The Rovisys Company, a corporation of the State of California, with offices located at 1455 Danner Drive, Aurora, Ohio 44202.

4. TERM OF AGREEMENT: From: July 31, 2026 To: July 30, 2027

- A. Time is of the essence in this Agreement
- B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,515,000.00.¹

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services and Task Order Template
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: [RESERVED]
- Exhibit E: Living Wage Policy
- Exhibit F: [INTENTIONALLY OMITTED]
- Exhibit G: Iran Contracting Certification

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

- 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:

City Designated Representative Name: Chris Peyton Title: Water Division Manager Phone: 805-385-8111 Email : chris.peyton@oxnard.org Address: 251 South Hayes Avenue Oxnard, California 93030	Consultant Designated Representative Name: Adam Kelly Title: West Coast Manager Phone: 330-842-7732 Email: adam.kelly@rovisys.com Address: 2545 West Hillcrest Drive, Suite 230, Thousand Oaks, California 91320
--	--

- 8. CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by the City.
- B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this Agreement.
- B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
- C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject

to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be \$100,000.00 per Task Order or \$200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
- B. No rate increases will be permitted during the first year of this Agreement. All decreases (for example, if Consultant offers lower rates to another governmental entity) will automatically be extended to the City. The City requires written proof satisfactory to the City, upon the City's acceptance, of rate increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by the City. No retroactive price adjustments will be considered. For Contracts, any price increases must be stated in a written amendment. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index – All Consumers, All Items, less food and energy – Los Angeles and be subject to satisfactory performance review by the City and approved for budget funding by City Council.
- C. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Consultant shall submit a payment request to CITY by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontracted Consultants.
- C. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.
- D. **Non-Appropriation of Funds.** Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

- 12. OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**
- 13. MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.
- 14. TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.
- 15. [RESERVED]**
- 16. INDEPENDENT CONTRACTOR.** Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any Services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such

Services shall not materially interfere with the Services the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

- 17. LAWFUL PERFORMANCE.** Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.
- 18. SAFETY REQUIREMENTS.** Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.
- 19. STANDARD OF PERFORMANCE; WARRANTY.** Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is

reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services and Task Orders to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under

this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or

explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection A of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

A. The provisions of this Subsection apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees

- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. WARRANTY. Consultant's warranties set forth in the Agreement shall survive for a period of one (1) year after delivery of the Services. The warranties set forth in the Agreement are in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability or fitness for particular purpose. Notwithstanding any other provision in the Agreement, Consultant's warranty

obligations shall not extend to any equipment or software manufactured or developed by third parties ("Third Party Material") that Consultant delivers with the services. Consultant is purchasing and delivering the Third Party Material (including software developed by third parties) on behalf of City and for the convenience of City, and Consultant does not provide any independent warranty with regard to the Third Party Material. Consultant hereby disclaims any other warranty, express or implied, with regard to the Third Party Material, including the implied warranties of title, noninfringement, merchantability, and fitness for a particular purpose. In the event that Consultant receives a warranty from a third party manufacturer, distributor, or developer covering any Third Party Material, Consultant shall assign or pass through such warranty to City and shall cooperate with City in securing and enforcing their rights under any such warranty. City expressly agrees and acknowledges that all Third Party Materials are provided subject to the terms of the license and/or sale for the same.

26. 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.

27. [INTENTIONALLY OMITTED]

28. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

- 29. SUBCONTRACTING.** If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as "Exhibit A". Consultant is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.
- 30. 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.
- 31. 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.
- 32. 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.

33. **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.
34. **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.
35. **REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services or Task Orders set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
36. **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.

- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.

- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.

- 49. 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.
- 50. 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.

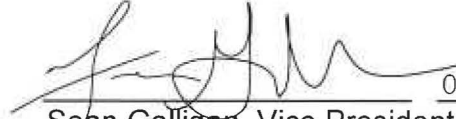
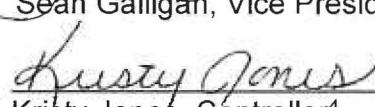
[Signatures on next page]

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

THE ROVISYS COMPANY

☒ Luis A. Mc Arthur, Mayor ² _____ Date
☐ Libertad Macias, Purchasing Manager³ _____

 _____ 06/29/2026
Sean Galligan, Vice President Date
 _____ 6/29/2026
Kristy Jones, Controller⁴ Date

ATTEST:

Lourdes A. López, City Clerk _____ Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

 _____ 7/1/2026
Stephen M. Fischer, _____ Date
City Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

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

EXHIBIT A

ON-CALL PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and The Rovisys Company)

SCOPE OF SERVICES

PROJECT MANAGERS: Paul Lancaster / 805-889-5801 / paul.lancaster@oxnard.org
Cliff Reilly / 805-797-8633 / cliff.reilly@oxnard.org

Licensing and Professional Certification

Required:

Certification and licensure must be applicable to the types of work to be performed.

General Specifications

Service Provider shall provide on-call and/or emergency services for the Water and Wastewater's Supervisory Control and Data Acquisition (SCADA) Systems.

SCADA SYSTEM SUPPORT

Service Provider shall provide on-call and/or emergency services for SCADA Integration, Instrumentation, PLC Programming, network support, including troubleshooting, Cyber Security Insurance, SCADA Architecture development, Security platform development, Flow Meter Calibration Certification, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, Advanced Water Purification Facility (AWPF), and recycled water distribution SCADA systems.

On an on-call and/or emergency basis, Service Provider shall provide software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. Service Provider shall be available year-round and on a 24-hour / 7-day basis. **For emergency services, a 30-minute maximum call-back response time and a 2-hour maximum on-site response are required.** For on-call services, services shall be scheduled to occur within five (5) calendar days.

Service Provider shall implement best management and cybersecurity practices to protect the SCADA system when using non-City computers or peripherals. The intent of this scope is limited to professional SCADA and controls services.

The terms “design,” “install,” “integrate,” and “upgrade” refer specifically to SCADA architecture, control logic, software configuration, communications setup, cybersecurity configuration, testing, optimization, and operational coordination within existing City facilities and infrastructure. No civil construction, structural work, pipeline installation, or physical facility construction shall be included or intended.

Coordination with Pleasant Valley County Water District and River Ridge Golf Club is strictly operational and controls-related, to ensure SCADA monitoring and control do not interfere with normal operations.

All work is performed using existing assets unless separately authorized under a capital improvement project or a public project.

SCADA INTEGRATION SERVICES

Service Provider shall provide SCADA integration services, including troubleshooting, programming, report generation and writing, support, and modifications for the water treatment plants, water blending stations, water pressure stations, wastewater treatment plant, wastewater lift stations, and AWPf, on an on-call and/or emergency basis.

Systemwide Services shall include, but are not limited to:

Wastewater/Water (SCADA) Systems

- System Monitoring & Remote Support
 - Provide ongoing remote monitoring of SCADA system performance, alarms, and communication status.
 - Respond to SCADA-related issues, alarms, and system faults within agreed-upon response times.
 - Troubleshoot PLC/RTU communication failures, network issues, and data loss events.
- Preventive Maintenance
 - Perform scheduled health checks of SCADA servers, HMIs, PLCs, and communication networks.
 - Review and verify data logging, historian performance, and alarm configuration accuracy.
 - Apply software, firmware, and security patches as approved by the City.
- Corrective Maintenance & Repairs
 - Diagnose and resolve SCADA system malfunctions,

- hardware failures, or software errors.
 - Replace, repair, or reconfigure malfunctioning PLC cards, communication hardware, and related components.
 - Restore system functionality following power interruptions, equipment failures, or network outages.
- Programming & Configuration
 - Modify PLC logic, HMI screens, alarm points, and trending as required to support maintenance/operations.
 - Develop new control strategies, automation sequences, or system enhancements as requested.
 - Provide version control and maintain documentation of all programming changes.
- Network & Communication Support
 - Maintain SCADA-related network infrastructure, including switches, fiber, and cellular links.
 - Troubleshoot and repair telemetry communication issues (fiber, Ethernet, cellular).
Ensure network architecture remains secure, stable, and properly segmented.
- Cybersecurity Support
 - Implement SCADA-specific cybersecurity best practices, including updates to access controls and password management.
 - Monitor system for unauthorized access, vulnerabilities, and unusual activity.
 - Support compliance with relevant industry standards (e.g., NIST, ISA/IEC-62443).
- System Backup & Disaster Recovery
 - Maintain scheduled and verified backups of PLC programs, server images, and SCADA applications.
 - Test backup integrity and restore capability on a recurring basis. Support disaster recovery efforts following critical failures or environmental events.

- Documentation & Reporting
 - Maintain detailed service logs of all support activities, repairs, and system changes.
 - Provide monthly or quarterly (as requested) health reports summarizing system status, issues resolved, and recommendations.
 - Update system architecture diagrams, network maps, and asset inventories as needed.
- Operator Training & Support
 - Provide on-site or remote training for operations and maintenance staff on SCADA and automation systems.
 - Support onboarding of new operators, including system orientation and safety considerations.
- On-Site Support (As Needed)
 - Provide on-site troubleshooting, equipment replacement, and system evaluations when remote support is insufficient.
 - Participate in after-hours or emergency response for critical system failures.
- Instrumentation Calibration & Support
 - Perform routine calibration of wastewater process instruments, including flow meters, level transmitters, pressure sensors, pH probes, dissolved oxygen sensors, turbidity meters, and chlorine/analyzer equipment.
 - Verify the accuracy of all critical process instruments tied to SCADA, ensuring values trend correctly and alarms function as intended.
 - Document all calibration activities, including as-found/as-left conditions, adjustments made, and any required follow-up actions.
 - Troubleshoot faulty or drifting instruments and repair or replace equipment as needed.

- Update SCADA scaling, ranges, and analog input configurations when instrumentation changes occur.
- Coordinate with plant operations to minimize process disruptions during calibration activities.
- VFD Support
 - Provide troubleshooting, diagnostics, and repair support for variable-frequency drives (VFDs) to ensure reliable operation of motors and pumps.
 - Perform routine maintenance, firmware updates, and parameter optimization on VFDs to maximize energy efficiency and system performance.
 - Calibrate VFD settings and integrate drive controls with SCADA systems for seamless automation and process monitoring.
 - Respond to VFD alarms and faults, identifying root causes and implementing corrective actions to minimize downtime.

Services to be performed for the following locations:

Wastewater Division:

Wastewater Treatment Plant - 6001 Perkins Road, Oxnard, CA 93033

15 Sewer Lift Stations

5 Stormwater Lift Stations

Water Division:

Water Campus – 251 South Hayes Avenue, Oxnard, CA 93030

Blending Station No. 1 Desalter - 251 South Hayes Ave, Oxnard, CA 93030

Blending Station No. 2 - 1061 Richmond Avenue, Oxnard, CA 93030 Blending

Station No. 3 - 1700 Solar Drive, Oxnard, CA 93030

Blending Station No. 4 - 3637 North Rose Avenue, Oxnard, CA 93036

Blending Station No. 5 - 980 East Pleasant Valley Road, Oxnard, CA 93033

Advance Water Purification Facility (AWPF) - 5700 Perkins Rd., Oxnard, CA 93033

PAYMENT AND INVOICING

The invoice shall include a cover letter with a summary of the work performed, a detailed backup of all labor, receipts from all subcontractors, equipment rentals, and materials. The City will not pay for an invoice over the amount specified in the Task Order. Labor, equipment, and bypass pumping shall be invoiced per the prices listed on the bid items. Items not listed on the bid items shall be identified in the Task Order and billed per the price in the Task Order.

The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

Service Provider is required to itemize the number of hours it will take for completion of a Task Order. Service Provider shall only invoice for time spent at the location of service. The City shall not pay for time spent on route or traveling to provide services or acquire parts or supplies. Service Provider shall submit a payment request to the City by the end of each calendar month listing the Work provided, costs of those services, running balance on project(s) and the total amount for the month.

City of Oxnard
Public Works

305 West Third Street, East Wing Oxnard, California 93030

Agreement No. 32700047



TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Agreement Expiration Date:	
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[Consultant]

[designated rep] Date

[Name & Title] Date

Insert Department
Assistant Director/Director Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	Example 1011234-53200-CXXXX
-----------------------------------	-----------------------------

EXHIBIT B

ON-CALL PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and The Rovisys Company)

SCHEDULE OF COMPENSATION

(Base Term – Year 1)

ENGINEERING, PROGRAMMING, TROUBLESHOOTING, AND FIELD LABOR, INCLUDING TRAVEL	
SCHEDULED WORK – 24-HOUR NOTICE (STANDARD – NORMAL HOURS)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$ 221
Lead Engineer	\$188
Engineer	\$165
UNSCHEDULED URGENT WORK – TWO HOUR NOTICE (NON-STANDARD)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$221
Lead Engineer	\$188
Engineer	\$165
MONDAY – FRIDAY 4:01 PM – 6:59 AM	
POSITION/TITLE	HOURLY RATE TIME AND A HALF
Sr. Engineer	\$331
Lead Engineer	\$282
Engineer	\$247
SATURDAY, SUNDAY, AND HOLIDAYS	
POSITION/TITLE	HOURLY RATE DOUBLE-TIME
Sr. Engineer	\$331
Lead Engineer	\$282
Engineer	\$247
OTHER	
Material Markup (Cost + Markup)-Not to exceed 15%	15%

(Option Year 2)

ENGINEERING, PROGRAMMING, TROUBLESHOOTING, AND FIELD LABOR, INCLUDING TRAVEL	
SCHEDULED WORK – 24 HOUR NOTICE (STANDARD – NORMAL HOURS)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$228
Lead Engineer	\$194
Engineer	\$170
UNSCHEDULED URGENT WORK – TWO HOUR NOTICE (NON-STANDARD)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$228
Lead Engineer	\$194
Engineer	\$170
MONDAY – FRIDAY 4:01 PM – 6:59 AM	
POSITION/TITLE	HOURLY RATE TIME AND A HALF
Sr. Engineer	\$342
Lead Engineer	\$276
Engineer	\$255
SATURDAY, SUNDAY, AND HOLIDAYS	
POSITION/TITLE	HOURLY RATE DOUBLE-TIME
Sr. Engineer	\$342
Lead Engineer	\$276
Engineer	\$255
OTHER	
Material Markup (Cost + Markup)-Not to exceed 15%	15%

(Option Year 3)

ENGINEERING, PROGRAMMING, TROUBLESHOOTING, AND FIELD LABOR, INCLUDING TRAVEL	
SCHEDULED WORK – 24 HOUR NOTICE (STANDARD – NORMAL HOURS)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$235
Lead Engineer	\$200
Engineer	\$175
UNSCHEDULED URGENT WORK – TWO HOUR NOTICE (NON-STANDARD)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$235
Lead Engineer	\$200
Engineer	\$175
MONDAY – FRIDAY 4:01 PM – 6:59 AM	
POSITION/TITLE	HOURLY RATE TIME AND A HALF
Sr. Engineer	\$352
Lead Engineer	\$300
Engineer	\$263
SATURDAY, SUNDAY, AND HOLIDAYS	
POSITION/TITLE	HOURLY RATE DOUBLE-TIME
Sr. Engineer	\$352
Lead Engineer	\$300
Engineer	\$263
OTHER	
Material Markup (Cost + Markup)-Not to exceed 15%	15%

(Option Year 4)

ENGINEERING, PROGRAMMING, TROUBLESHOOTING, AND FIELD LABOR, INCLUDING TRAVEL	
SCHEDULED WORK – 24 HOUR NOTICE (STANDARD – NORMAL HOURS)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$242
Lead Engineer	\$206
Engineer	\$180
UNSCHEDULED URGENT WORK – TWO HOUR NOTICE (NON-STANDARD)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$242
Lead Engineer	\$206
Engineer	\$180
MONDAY – FRIDAY 4:01 PM – 6:59 AM	
POSITION/TITLE	HOURLY RATE TIME AND A HALF
Sr. Engineer	\$363
Lead Engineer	\$309
Engineer	\$271
SATURDAY, SUNDAY, AND HOLIDAYS	
POSITION/TITLE	HOURLY RATE DOUBLE-TIME
Sr. Engineer	\$363
Lead Engineer	\$309
Engineer	\$271
OTHER	
Material Markup (Cost + Markup)-Not to exceed 15%	15%

(Option Year 5)

ENGINEERING, PROGRAMMING, TROUBLESHOOTING, AND FIELD LABOR, INCLUDING TRAVEL	
SCHEDULED WORK – 24 HOUR NOTICE (STANDARD – NORMAL HOURS)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$249
Lead Engineer	\$212
Engineer	\$186
UNSCHEDULED URGENT WORK – TWO HOUR NOTICE (NON-STANDARD)	
MONDAY – FRIDAY 7:00 AM – 4:00 PM	
POSITION/TITLE	HOURLY RATE
Sr. Engineer	\$249
Lead Engineer	\$212
Engineer	\$186
MONDAY – FRIDAY 4:01 PM – 6:59 AM	
POSITION/TITLE	HOURLY RATE TIME AND A HALF
Sr. Engineer	\$374
Lead Engineer	\$318
Engineer	\$279
SATURDAY, SUNDAY, AND HOLIDAYS	
POSITION/TITLE	HOURLY RATE DOUBLE-TIME
Sr. Engineer	\$374
Lead Engineer	\$318
Engineer	\$279
OTHER	
Material Markup (Cost + Markup)-Not to exceed 15%	15%

EXHIBIT C

ON-CALL PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and The Rovisys Company)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[PLEASE SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

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

CERTIFICATE HOLDERCITY 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

INS-A.doc

Rev. 1/23

EXHIBIT D

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and The Rovisys Company)**

[RESERVED]

EXHIBIT E

ON-CALL PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and The Rovisys Company)

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 \$20.70 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, 2026**

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 \$20.70 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2027, 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

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and The Rovisys Company)**

[INTENTIONALLY OMITTED]

EXHIBIT G

**ON-CALL PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and The Rovisys Company)**

IRAN CONTRACTING CERTIFICATION

[PLEASE SEE NEXT PAGE]

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

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

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

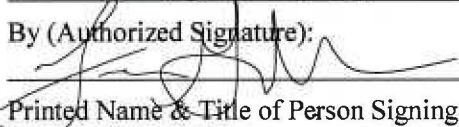
OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/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):
The RoviSys Company

Federal ID Number (or n/a):
34-1608766

By (Authorized Signature):



Printed Name & Title of Person Signing:

Date Executed

Sean Galligan - Vice President

06/25/2026

Executed in the County of Ventura

in the State of California

OPTION No.2 – EXEMPTION

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

Company Name/Financial Institution (printed):

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 B
EFFECTIVE JULY 1, 2025**

**CONSULTANT/PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Northern Digital, Inc.)**

**SCHEDULE OF COMPENSATION
Updated May 06, 2025**

ENGINEERING, PROGRAMMING, TROUBLESHOOTING, AND FIELD LABOR INCLUDING TRAVEL	
SCHEDULED WORK – 24-HOUR NOTICE (STANDARD – NORMAL HOURS)	
MONDAY – FRIDAY 7:00 am – 4:00 pm	
POSITION	HOURLY RATE
FIELD ENGINEER	\$160
DESIGN ENGINEER	\$190
CONSULTANT ENGINEER	\$210
UNSCHEDULED URGENT WORK – TWO-HOUR NOTICE (NON-STANDARD)	
MONDAY – FRIDAY 7:00 am – 4:00 pm	
POSITION	HOURLY RATE
FIELD ENGINEER	\$195
DESIGN ENGINEER	\$235
CONSULTANT ENGINEER	\$260
MONDAY – FRIDAY 4:01 pm – 6:59 am	
POSITION	HOURLY RATE TIME AND A HALF
FIELD ENGINEER	\$240
DESIGN ENGINEER	\$285
CONSULTANT ENGINEER	\$315
SATURDAY, SUNDAY, AND HOLIDAYS	
POSITION	HOURLY RATE DOUBLE-TIME
FIELD ENGINEER	\$320
DESIGN ENGINEER	\$380
CONSULTANT ENGINEER	\$420
Other	
Travel time (from Consultant location to Oxnard)	Two Hours
Material Markup (%) Cost + Markup (not to exceed 15%)	15%

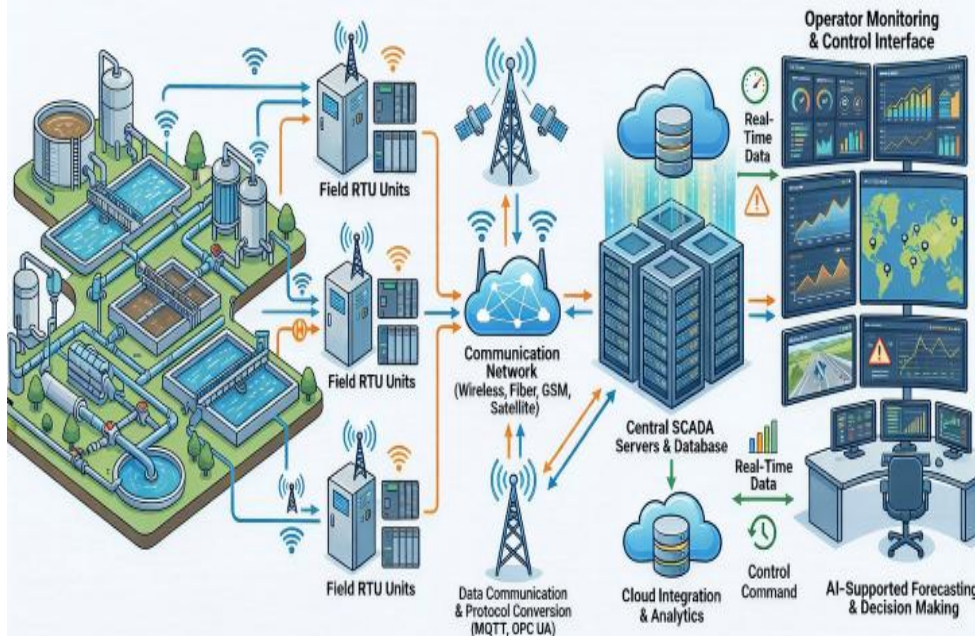
Agreement 32700047 with RoviSys for Supervisory Control and Data Acquisition (SCADA) Support Services

Public Works and Transportation Committee
July 14, 2026

Chris Peyton
Water Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with RoviSys in an amount not to exceed of \$1,515,000 for an initial one-year term from July 31, 2026, to July 30, 2027, with the option for four consecutive one-year period extensions ending July 30, 2031, for Supervisory Control and Data Acquisition (SCADA) Support Services.

Water SCADA and RTU Architecture



- SCADA systems are complex communication, monitoring, and control systems that are critical to the operation of the city's water, recycled water and wastewater facilities.
- City staff utilize SCADA to monitor and control critical crucial components such as valves, pumps, motors, and distribution systems.
- SCADA's notifications are utilize in case of system failures or emergencies that require immediate attention.

- Troubleshooting, upgrading, and maintaining the utility's SCADA systems requires very specialized expertise.
- Outside support for on-call and emergency SCADA issues for the water, wastewater, and recycled water systems is a critical resource when minimizing downtime and maximizing safety and efficiency.
- SCADA failures can affect the City's ability to monitor alarms, operate wells, control pumps and valves, maintain treatment processes, and respond to emergency conditions.
- Agreement includes diagnostic testing, programming, software, hardware, instruments, radio networks and facility communications, electrical, computer repair and replacement, and cyber security.

The following systems and components are monitored through each SCADA system:

Water System Components	Wastewater System Components	Recycled Water System Components
1. Groundwater Desalter Treatment Plant 2. Potable Water Wells 3. Chemical Systems 4. Blending and Remote Potable Water Stations 5. City Potable Water Distribution System	1. Oxnard Water Resource Recovery Facility 2. Sewage Pumping Stations	1. Advanced Water Purification Facility (AWPF) 2. Recycled Water Pipeline

- Request for Proposal (RFP) PW 26-83 for SCADA system support services was released on April 7, 2026 with closing date of May 12, 2026.
- City received bids from four responsive bidders:

RoviSys	N2W Engineering
Northern Digital, Inc.	Prousys

- A panel consisting of Water's SCADA Programs Supervisor, Water Treatment Chief, and Wastewater Maintenance Manager reviewed and scored the submitted bids.
- RoviSys was the highest-ranked proposer and meets all required City contractual. City staff recommends awarding the contract as these services are essential to maintaining the water, wastewater, and recycled water SCADA systems.

- Total cost for Agreement 32700047 with RoviSys shall not exceed \$1,515,000 through July 30, 2031, if all terms are extended for Supervisory Control and Data Acquisition (SCADA) Support Services.
- There is sufficient funding from the Water and Wastewater Operating Adopted Budget for FY 2026-27. Funding for subsequent fiscal years will be requested in the annual budget process.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.1

DATE: July 30, 2026

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Ordinance Regulating E-Bikes.

RECOMMENDATION

That the City Council approve and introduce by title only and waive further reading of an ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXX TO CHAPTER 7 OF THE CITY CODE REGARDING THE REGULATION OF THE OPERATION OF MOTORIZED WHEELED CONVEYANCES, E-BIKES, AND SIMILAR DEVICES.”

(Community Services, Public Safety, Housing and Economic Development Committee approved 3-0 on July 14, 2026.)

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

BACKGROUND

The City has received complaints regarding unsafe e-bike behavior, especially near areas with high pedestrian traffic. The City does not have any regulations within the City Code pertaining to the use and operation of e-bikes and other motorized wheeled conveyances within City limits. In response to a request from Mayor Pro Tem Teran to review the issue, a committee, including staff from the City Attorney’s Office, Oxnard Police Department, and Public Works have worked together to create a comprehensive regulatory scheme for e-bikes and other motorized wheeled conveyances. The committee researched State law, reviewed regulations applicable to Oxnard and a number of other coastal communities to evaluate available resources and how other agencies are addressing similar issues. The draft ordinance is the result of those efforts.

DISCUSSION

Oxnard continues to support Active Transportation and reduction of single occupant vehicle usage. E-bikes and other motorized wheeled conveyances serve as a valuable Active Transportation resource for recreational and work/school related trips. However, the growing popularity of e-bikes and other electric motorized vehicles among school-age youth has raised many safety concerns in the community. The concerns include lack of helmet use, reckless speeds and behaviors, and conflicts between other vulnerable sidewalk and trail users. These community concerns are not unique to Oxnard as evident with the flurry of new e-bike regulations being adopted in cities and counties across the State.

Staff reviewed collision history within the city, specific to e-bike usage. It was determined that the available data does not provide an adequate picture of current conditions as collisions involving e-bikes are not reported separately from other types of collisions as all electric motorized vehicles / conveyances are categorized together. To gain further insight, staff reached out to Ventura County Public Health to gather statistics on e-bike collisions and hospital visits. According to Ventura County Public Health’s E-Bike Safety Dashboard, e-bike injuries have risen more than 70% since 2020, with youth ages 10–19 representing the largest share of injured riders. Additionally, the Ventura County Sheriff’s Department

recently reported on April 28, 2026, since 2024 there has been a steady increase year over year in e-bike collisions across the Cities that have contracted with the Department for police and traffic services.

The California Vehicle Code sections 21200–21213 sets forth basic bicycle regulations and limited e-bike regulations, but these regulations are still “catching up” as the level of e-bike ridership continues to increase. There are pending legislative efforts related to e-bike safety, regulation and local authority that are moving through the State Senate and Assembly.

Currently under California law, e-bikes are classified into three categories:

- Class 1 e-bikes provide pedal-assist only and stop assisting at 20 mph.
- Class 2 e-bikes can operate via throttle or pedal-assist but also stop assisting at 20 mph.
- Class 3 e-bikes provide pedal-assist up to 28 mph and must be equipped with a speedometer.

Existing laws prohibit people under 16 years of age from operating Class 3 e-bikes.

Below is a summary of State regulations for each Class of e-bikes:

- **Class 1:** Bikes with a maximum assisted speed of 20 mph that must be pedaled to operate.
 - No minimum age to ride
 - Helmet required for riders under 18
 - Allowed wherever regular bicycles are permitted
- **Class 2:** Bikes with a maximum assisted speed of 20 mph, that can be operated without pedaling, by using a handlebar-mounted throttle.
 - No minimum age to ride
 - Helmet required for riders under 18
 - Allowed to ride wherever regular bicycles are permitted
- **Class 3:** Bikes with a maximum assisted speed of 28 mph that must be pedaled to operate.
 - **Minimum** age of 16
 - Helmet required for **all ages**
 - Allowed in bike lanes or separated bikeways adjacent to the roadway
 - Allowed to ride wherever regular bicycles are permitted

Many of the newer electric devices or motorized wheeled conveyances being operated within the County and in Oxnard fall outside the above e-bike Classes, and are often mischaracterized as an e-bike or incorrectly marketed as an e-bike as defined in State law. For example, California Vehicle Code 312.5 restricts e-bikes to a maximum motor output of 750 watts. Any e-bike in excess of 750 watts falls outside the State classifications.

Oxnard City Code’s bicycle-related provisions were developed long before the widespread use of these e-bikes and other motorized wheeled conveyances. As a result, the City Code does not adequately address these new equipment types and their capabilities, as well as certain rider patterns and behaviors. The proposed ordinance creates new regulations aimed at directing the orderly use and operation of e-bikes and other motorized wheeled conveyances within the City and strengthens enforcement authority. The proposed ordinance also implements an online e-bike safety program which is mandatory for minors that are cited under the proposed ordinance, with the goal of educating minors and their parents on the rules and dangers of using e-bikes on streets and sidewalks.

Comparable coastal cities—including Ventura, Long Beach, Huntington Beach, and Newport Beach, Orange County and San Diego have adopted targeted e-bike regulations, including speed limits on bike paths, helmet requirements for minors, and youth-focused education programs.

The proposed ordinance does the following:

1. Defines what is and what is not an e-bike.
2. Creates a new catch-all definition called “Motorized Wheeled Conveyance” which is a broad category for other known motorized wheeled devices, some of which are already defined in the California Vehicle Code.
3. Includes a section specifically regulating the operation of e-bike and other motorized wheeled conveyances by minors within the City.

4. Defines locations where e-bikes, and other motorized wheeled conveyances can and cannot be operated.
5. Defines unlawful operation of Motorized Wheeled Conveyances.
6. Includes a section explaining the equipment required for operating motorized wheeled conveyances and bicycles.
7. Creates enforcement mechanisms such as penalties, impoundment, and mandatory education program on e-bike safety.
8. Allows for the imposition of speed limits in certain areas of the City.
9. Includes a section prohibiting business owners from misclassifying and misadvertising of certain motorized wheeled conveyances as e-bikes or e-Bikes allowable for Minor's use or operation on City streets that do not conform to the definitions or allowances provided in the California Vehicle Code and in Oxnard City Code.
10. Aligns the City Code with the California Vehicle Code and emerging state legislation.

Pending State Legislation

A number of California bills are currently in process with the intent of enhancing safety and regulation of electric bicycles and high-powered electric vehicles. As new State bills are adopted regarding the regulation of e-bikes on State roadways, it may be necessary to update this proposed ordinance in the future. A couple of key proposals include:

Senate Bill 1167 - increases oversight of higher-powered electric mopeds and e-motorcycles, distinguishing these from e-bike classifications.

Assembly Bill 1557 – lowers the top speed of Class 1 & 2 e-bikes.

Senate Bill 956 – gives local governments broader authority to regulate e-bikes in their jurisdiction.

Assembly Bill 1569 – requires e-bike safety training at schools where e-bikes are allowed to park.

Assembly Bill 2346 – requires certain e-bike equipment and allows local government to set speed limits in certain areas.

Assembly Bill 1942 – e-bike classification requirements, equipment standards and DMV registration.

The proposed e-bike ordinance does not conflict with this legislation and positions Oxnard to align early with these potential changes in State law.

Council Goals and Objectives

This agenda item supports and advances the City of Oxnard's adopted 2030 General Plan Goal ICS-8; Safe bicycle and pedestrian circulation throughout the City.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The proposed new ordinance will not generate a new direct financial impact. Implementation of the various elements of the new regulations (signing, enforcement, and education) will be absorbed within existing department budgets as resources allow.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing and Economic Development Committee voted 3-0 on July 14, 2026 to approve the staff recommendation and to forward the item for Council approval.

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

Please click [here](#) to view the July 14, 2026 Council Committee Meeting recording.

Prepared by: Michelle McCarron, Assistant City Attorney, Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. PROPOSED E-BIKE ORDINANCE
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA ADDING ARTICLE XXX TO CHAPTER 7 OF THE CITY CODE
REGARDING THE REGULATION OF THE OPERATION OF MOTORIZED
WHEELED CONVEYANCES, E-BIKES, AND SIMILAR DEVICES

WHEREAS, Oxnard City Code section 7-132(D) regulates the use of bicycles on public sidewalks within the city, but does not regulate the use of e-bikes and other motorized wheeled conveyances upon sidewalks within the City;

WHEREAS, e-bikes, e-scooters and other motorized wheeled conveyances have become an increasingly popular mode of transportation, and are not regulated in the City Code; and

WHEREAS, the increased use of e-bikes and other motorized wheeled conveyances in the City has contributed to a rise in collisions, injuries, and traffic hazards, impacting the health and safety of minors that use these conveyances and other roadway users, thereby creating a need to update the City Code to enhance public safety; and

WHEREAS, the regulation of e-bikes and other motorized wheeled conveyances is necessary to maintain safety and order within the City in regard to the use and operation of e-bikes and other motorized wheeled conveyances on City streets and sidewalks; and

WHEREAS, e-motorcycles are not considered e-bikes, because e-motorcycles are capable of very high speeds and pose increased risks to riders, pedestrians, and motorists and are prohibited under State law from being operated on public streets, sidewalks, and parks; and

WHEREAS, the City Council declares that the provisions of this new Article represent appropriate enforcement regulations that can be implemented to promote the safe and efficient use of the City's sidewalks, bike paths, bike lanes, trails, streets, roads, and highways pursuant to the City's police powers and State law.

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 7, Article XXX sections 3-391 through 3-401 as set forth below.

Part 3. Article XXX sections 3-391 through 3-401 are hereby added to Chapter 7 of the City Code to read as follows:

“ARTICLE XXX. REGULATION OF THE OPERATION OF MOTORIZED WHEELED CONVEYANCES, E-BIKES, AND SIMILAR DEVICES

Sec. 3-391 PURPOSE

The purpose of this Article is to implement reasonable regulations on the operation and use of motorized wheeled conveyances pursuant to the City’s police power to protect the public health, safety and welfare, to better promote the safe use and operation of motorized wheeled conveyances, to reduce vehicular and pedestrian conflicts and other traffic hazards, and to enhance pedestrian and motorist safety.

Sec. 3-392 DEFINITIONS

As used in this Article, the following terms and words shall have the following meanings;

(A) BICYCLE has the same meaning as defined in Vehicle Code Section 231.

(B) BICYCLE LANE means a portion of a roadway that has been designated by striping, signage, or pavement markings for the preferential or exclusive use of bicycles or other motorized wheeled conveyances, as designated by the City Traffic Engineer in conformance with Vehicle Code Section 21400.

(C) BIKEWAY” has the same meaning as defined in Street and Highways Code section 890.4

(D) E-BIKE, ELECTRIC BICYCLE or E-BICYCLE means a bicycle equipped with operable pedals and an electric motor that does not exceed 750 watts of power, and categorized as a Class 1, 2, and 3 electric bicycles as defined in Vehicle Code Section 312.5.

(1) CLASS 1 E-BIKE or “low speed pedal-assisted e-bike” means a bicycle equipped with a motor that provides assistance when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour. The electric motor must not exceed 750 watts.

(2) CLASS 2 E-BIKE or “low speed throttle assistance e-bike” means a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour. The electric motor must not exceed 750 watts.

(3) CLASS 3 E-BIKE or “speed pedal assisted e-bike” means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour, and is equipped with a speedometer. The electric motor must not exceed 750 watts and the operator of a Class 3 E-bike must be at least 16 years of age.

(E) E-MOTORCYCLE shall have the same meaning set forth in Vehicle Code Section 436.1, and is prohibited from being operated within the City.

(F) MINOR means a person under the age of 18.

(G) MOPED or MOTORIZED BICYCLE shall have the same meaning set forth in Vehicle Code Section 406(a), meaning a two-wheeled or three-wheeled device having fully operative pedals for propulsion by human power, or having no pedals if powered solely by electrical energy, has an automatic transmission, and a motor which produces less than 4 gross brake horsepower and is capable of propelling the device at a maximum speed of not more than 30 miles per hour on level ground.

(H) MOTORIZED BOARD shall have the same meaning set forth in Vehicle Code Section 313.5, meaning any wheeled device that has a floorboard designed to be stood upon when riding that is not greater than 60 inches deep and 18 inches wide, is designed to transport only one person and has an electric propulsion system averaging less than 1,000 watts, the maximum speed of which when powered solely by a propulsion system on a paved surface is no more than 20 miles per hour.

(I) MOTOR DRIVEN CYCLE shall have the same meaning set forth in Vehicle Code Section 405, meaning a motorcycle with a motor that displaces less than 150 cubic centimeters. A motor-driven cycle does not include a motorized bicycle, as defined in Vehicle Code Section 406.

(J) MOTORIZED SCOOTER shall have the same meaning set forth in Vehicle Code Section 407.5(a), meaning any two wheeled device that has handlebars, has either a floorboard that is designed to be stood upon when riding or a seat and footrests in place of the floorboard, and is powered by an electric motor. This device may also be designed to be powered by human propulsion. For purposes of this section, a motorcycle, as defined in Section 400, a motor-driven cycle, as defined in California Vehicle Code Section 405, or a motorized bicycle or moped, as defined in California Vehicle Code Section 406, is not a motorized scooter.

(K) MOTORIZED WHEELED CONVEYANCE is a general term that includes all of the following: any electric bicycle or e-bike of any class, e-scooter, e-motorcycle, motorized board, motor-driven cycle, moped or motorized bicycle, electric unicycles, one wheel hoverboards, motorized scooter, electric or combustible motorized skateboard/scooter, dirt bike, mini bike,

mini motorbike, motor driven cycle, mini motorcycle, go-kart, go-ped, moped, pocket bike, all-terrain vehicle, quad runner, dune buggy, any similar electric or combustible motorized wheeled conveyance or any other type of wheeled device that is powered by a motor.

(L) NARROW WIDTH LANE means a lane that is too narrow for a Bicycle and a Vehicle to travel safely side by side within the lane.

(M) OPERATOR means a person who owns, operates, or controls a Bicycle or Motorized Wheeled Conveyance.

(N) PEDESTRIAN has the same meaning as defined in the Vehicle Code Section 467.

(O) POCKET BIKE shall have the same meaning set forth in Vehicle Code Section 473(a), meaning a two-wheeled motorized device having a seat or saddle for the use of the rider that is not designated or manufactured for highway use, and is prohibited from being operated within the City. A pocket bike does not include an off-highway motorcycle as defined by Vehicle Code Section 436.

(P) PUBLIC AREA means any outdoor area that is open to the public, whether publicly or privately owned.

(Q) PUBLIC RIGHT OF WAY means a public roadway, highway, street, sidewalk, path, trail, plaza, bicycle lane, boardwalk, or alleyway that is located within the jurisdictional boundaries of the City and subject to the City's regulatory authority.

(R) VEHICLE has the same meaning as in Vehicle Code section 670.

SEC. 3-393 REGULATION OF MINORS OPERATING MOTORIZED WHEELED CONVEYANCES

(A) Minors 11 years of age and under are prohibited from operating the following motorized wheeled conveyances within the City: Class 1, Class 2 and Class 3 E-Bikes, E-Motorcycle, Motorized Board, Motor-Driven Cycle, Moped or Motorized Bicycle, Pocket Bike, Motorized Scooter, Motorized Board, dirt bike, mini bike, mini motorbike, all-terrain vehicle, quad runner, dune buggy.

(B) Minors 11 years of age and under may operate the following motorized wheeled conveyances within the City, subject to all rules and regulations contained in this Article and in accordance with State law: low wattage e-bikes, low wattage e-scooters, low wattage electric balance bikes, made specifically for children, that produce a top speed of no more than 10 miles per hour.

(C) Minors 12 years of age and over may operate the following motorized wheeled conveyances within the City, subject to all rules and regulations contained in this Article and in accordance with State law: Class 1 and Class 2 E-Bikes and e-scooters.

(D) All Minors operating a Motorized Wheeled Conveyance must wear a properly fitted and fastened helmet at all times.

(E) Minors 11 years of age and under may operate an allowed Motorized Wheeled Conveyance, as stated in subsection (B), on a sidewalk in the city.

(F) Minors under the age of 16 are prohibited from operating a Class 3 E-Bike, E-Motorcycle, Motorized Board, Motor-Driven Cycle, Moped or Motorized Bicycle, Pocket Bike, Motorized Scooter, Motorized Board, dirt bike, mini bike, mini motorbike, all-terrain vehicle, quad runner, dune buggy, or any other type of motorized wheeled conveyance for which a California Driver's License is required within the City.

SEC. 3-394 UNLAWFUL OPERATION OF MOTORIZED WHEELED CONVEYANCES

(A) It shall be unlawful and a violation of this Article for any person, or Minor, to operate a Motorized Wheeled Conveyance in an unsafe or prohibited manner on any street, road, highway, sidewalk, bike path, bike lane, trail, park, or upon any private property which is open to the public for pedestrian travel.

(B) Operation of a Motorized Wheeled Conveyance in an unsafe or prohibited manner includes any one or more of the following and the Operator shall be subject to citation and/or impoundment of their Motorized Wheeled Conveyance:

(1) Violating any City Code, California Vehicle Code, or other existing law pertaining to motorized wheeled conveyances.

(2) Operating an E-Motorcycle within City limits.

(3) Operating a Pocket Bike within City limits in violation of California Vehicle Code section 21720.

(4) Intentionally swerving or riding around stopped or slowed traffic.

(5) Operating a Motorized Wheeled Conveyance in a manner it was not designed for, including carrying passengers when not intended for carrying passengers or multiple riders.

(6) Failing to obey posted traffic signs, pavement markings or traffic control signals.

- (7) Failure of a person over the age of 16 operating a Class 3 E-Bike to wear a properly fitted and fastened helmet in accordance with California Vehicle Code section 21213.
- (8) Lifting one or more wheels of a Motorized Wheeled Conveyance into the air while riding on any public roadway, highway, bike lane, or bike path.
- (9) Attempting to perform or perform any acrobatic trick or stunt while operating a Motorized Wheeled Conveyance on any public roadway, highway, bike lane, or bike path.
- (10) Operating a Motorized Wheeled Conveyance in a manner that endangers the Operator, passengers, other motorists, other riders, or pedestrians in the area.
- (11) Operating a Motorized Wheeled Conveyance on any street, road, highway, or Bicycle Lane against the direction of traffic.
- (12) Operating a Motorized Wheeled Conveyance upon any public drainage facility, culvert, ditch, channel or ocean side channels.
- (13) Operating a Motorized Wheeled Conveyance upon or in any public sports courts or playgrounds.
- (14) Operating a Motorized Wheeled Conveyance upon or in any public skatepark.
- (15) Operating a Motorized Wheeled Conveyance at a speed considered excessive for the present conditions on any street, road, highway, or bicycle lane.
- (16) Failing to utilize a designated Bicycle Lane when signs are posted requiring such use in accordance with Vehicle Code section 21208(a).
- (17) Operating a Motorized Wheeled Conveyance while hitched to or otherwise attached to any moving vehicle or other motorized device.
- (18) Failing to yield to pedestrians at any time or location.
- (19) Failing to yield the right-of-way to pedestrians.
- (20) Failing to yield the right-of-way to a vehicle upon entering a roadway or driveway.
- (21) Operating a motorized wheeled conveyance in any Park or Park Facility as defined in section 7-324(C) of the City Code.
- (22) Operating a motorized wheeled conveyance upon any unpaved hiking, equestrian, or walking trail, when marked as prohibited for Motorized Wheeled Conveyances.

(23) Tampering with or modifying a regulated Motorized Wheeled Conveyance so as to change the speed capability of the device, or otherwise altering, modifying, or adjusting the motor settings to increase the speed of the device or removing the pedals.

(24) Operating a Motorized Wheeled Conveyance while holding or operating a handheld device, such as a cell phone.

(25) Operating a Motorized Wheeled Conveyance while wearing a headset covering, earplugs in, or earphones covering, resting on, or inserted in, both ears as defined in California Vehicle Code Section 27400.

(26) Operating a Motorized Wheeled Conveyance upon any public roadway, bike lane, or bike path in a group that is more than two abreast, except on paths or parts of roadways set aside for the exclusive and separate use of bicycles.

(27) Operating a Motorized Wheeled Conveyance while under the influence of alcohol, drugs, or a combination of alcohol and drugs. A violation of this section shall be punishable as a misdemeanor and subject to immediate impound of the Motorized Wheeled Conveyance.

Sec. 3-395 LEGAL SPEED LIMITS FOR THE OPERATION OF MOTORIZED WHEELED CONVEYANCE

(A) The City Traffic Engineer is authorized to determine appropriate speed limits within certain areas of the City where motorized wheeled conveyances may be operated and place and maintain signs giving notice of Motorized Wheeled Conveyance speed limits within certain areas of the City.

(B) Operating a Motorized Wheeled Conveyance at a speed greater than posted may be punished by infraction or administrative citation.

(C) Operating a Motorized Wheeled Conveyance on any street, road, or highway, at a speed greater than posted or otherwise noticed for that street, road or highway may be punished as an infraction or administrative citation or in accordance with the California Vehicle Code.

Sec. 3-396 PROHIBITED MOTORIZED WHEELED CONVEYANCES

(A) The following Motorized Wheeled Conveyances are prohibited under this article and shall not be advertised, sold, offered for sale, or labeled as Electric Bicycles, E-Bicycle or “E-Bikes” as defined in this Article:

(B) A Motorized Wheeled Conveyance with motor power of more than 750 watts.

(C) A Motorized Wheeled Conveyance capable of attaining a speed greater than 20 miles per hour on motor power alone.

(D) A Motorized Wheeled Conveyance with a motor capable of providing assistance when the vehicle reaches a speed exceeding 28 miles per hour.

(E) A Motorized Wheeled Conveyances with two or no more than three wheels powered by an electric motor that is intended by the manufacturer to be modifiable to do any of the following:

(1) Attain more than 750 watts of power.

(2) Attain a speed greater than 20 miles per hour on motor power alone.

(3) Provide assistance when the vehicle reaches a speed exceeding 28 miles per hour.

(F) A Motorized Wheeled Conveyance without operable pedals.

(G) Any motorcycle, Moped, Motorized Scooter, off-highway E-Motorcycle, Pocket Bike, or recreational off-highway vehicle.

(H) A violation of this section may be punished as a misdemeanor, infraction or administrative citation and may result in the suspension or revocation of a City issued business tax certificate or other operating permit that may be required to do business in the City.

Sec. 3-398 REQUIRED EQUIPMENT

(A) All Motorized Wheeled Conveyances shall have reflectors affixed to the wheels and the rear of the conveyance at or beneath the seat or foot board in the case of a scooter.

(B) All Motorized Wheeled Conveyances operated during darkness shall be equipped with a lamp emitting a white light that, while it is in motion, illuminates the ground in front of the conveyance and is visible from a distance of 300 feet in front and from the sides.

(C) No person shall remove, destroy, mutilate or otherwise alter the serial number permanently stamped or cast on a Motorized Wheeled Conveyance by the manufacturer.

Sec. 3-399 LOCATION PROHIBITIONS

(A) No person shall operate a Motorized Wheeled Conveyance in a public parking lot or private property as prohibited pursuant to and noticed in accordance with section 7-144 of the City Code.

Sec. 3-400 EXEMPTIONS

(A) This article shall not apply to a pedestrian, which includes a person who is operating a self-propelled wheelchair, motorized tricycle, or motorized quadricycle and, by reason of physical disability, is otherwise unable to move about as a pedestrian, as defined under California Vehicle Code Section 467(a).

(B) Notwithstanding any other provision of this article, or any other section of this Code, city and public agency personnel may operate a Motorized Wheeled Conveyance or other vehicles at any place in the city in the performance of their official duties.

Sec. 3-401 Penalties, Impoundment, and Mandatory Education Program

(A) A Violation of this Article shall be deemed an infraction, unless specifically stated herein as a misdemeanor or administrative citation.

(B) A Minor under the age of 12 that is issued a citation pursuant to this Article, shall be cited with an infraction and fine of \$25.00, and must complete the E-Bike Safety Education Program.

(C) Any person who violates any provision of this article is guilty of an infraction, and upon conviction shall be punished by a fine in accordance with section 1-10(C) of the city code.

(D) Impoundment. In addition to the fines and penalties authorized in this Article, the Chief of Police, his designee, or any officers of the Oxnard Police Department charged with enforcing this Article may impound a Motorized Wheeled Conveyance operated in violation of this article.

(1) Any Minor charged with a violation of this Article may have their Motorized Wheeled conveyance impounded pursuant to California Vehicle Code sections 21720, 21721, or 22651.08.

(2) Any person charged with a violation of this Article by operating a prohibited Motorized Wheeled Conveyance may have their Motorized Wheel Conveyance impounded pursuant to California Vehicle Code sections 21720, 21721, or 22651.08.

(3) Upon impoundment of a Motorized Wheeled Conveyance operated by a minor, in violation of California Vehicle Code section 21213, the Minor's parent or legal guardian shall be provided with written notice that possession of the impounded Motorized Wheeled Conveyance shall be retained until the Minor and their parent complete the E-Bike Safety Education Program and provide the completion certificate to the Oxnard Police Department and remit payment for any impound fees, then thereafter the Motorized Wheeled Conveyance shall be released to the Minor's parent or legal guardian in accordance with California Vehicle Code section 22651.08(d).

(4) Any Motorized Wheeled Conveyances impounded and retained by the Police Department for more than sixty (60) days shall be deemed abandoned and may be disposed of in accordance with the confiscated property disposal procedure in section 7-66(C) of the City Code. The cited individual or in the case of a minor, the parent or legal guardian shall be responsible for the payment of any impound fees incurred.

(E) E-Bike Safety Education Program. The E-Bike Safety Education Program required pursuant to Sub-Section (B) and (C) is the California Highway Patrol (“CHP”) Online E-Bicycle Safety Course. The Course can be accessed at:

<https://rise.articulate.com/share/yB3Hip8AYzOGdY0dqnd42mQ3k0c6Jza1#/>.

There is no fee to take the CHP online safety course. Upon successful completion of the safety course a Certificate of Completion will be issued. The Certificate of Completion is required to retrieve a Motorized Wheeled Conveyance from impound or to reduce, waive or otherwise mitigate a first-time violation of the provisions of this article by a minor.

(1) Participation in the E-Bike Safety Education Program is required for Minors and their parents or legal guardians for violations of this article that result in impoundment of a Motorized Wheeled Conveyance operated by a Minor.

(2) Participation and successful completion of the E-Bike Safety Program by a Minor and their parent or legal guardian, for a first-time violation of the provisions of this article, will result in one of the following actions: the City Attorney is authorized not to file the citation; may dismiss the citation; or waive any fines and penalties related to the citation.

Sec. 3-402 Operative Date, Education and Phase in Periods

(A) The first six (6) months after this ordinance takes effect will be an education period with no enforcement. A six (6) month phase in period will follow the education period. This ordinance will be fully enforced twelve (12) months after the ordinance takes effect. Any violation of the California Vehicle Code will be strictly enforced during the education and phase in periods.

(B) During the phase in period, in lieu of payment of any fine violators cited may complete the Mandatory Education Program and submit proof of completion to the Oxnard Police Department within fourteen (14) days of receipt of a citation for a violation of this Article. Failure to provide proof of completion of the Mandatory Education Program will result in the citation being processed and all fees and fines owed.”

Part 4. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one

or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 5. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA, 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 6. 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 days before the City Council's adoption of the ordinance.

Part 7. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) 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. _____ was first read on July ____, 2026, and finally adopted on September ____, 2026, to become effective thirty days thereafter.

APPROVED AND ADOPTED this _____ day of September, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD, ADDING ARTICLE XXX TO CHAPTER 7 OF THE CITY CODE REGARDING THE REGULATION OF THE OPERATION OF MOTORIZED WHEELED CONVEYANCES, E-BIKES, AND SIMILAR DEVICES

City Attorney's Office
Elle McCarron, Assistant City Attorney
Andrew Gonzalez, Deputy City Attorney

City Council
July 30, 2026

That the City Council approve and introduce by title only and waive further reading of an ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXX TO CHAPTER 7 OF THE CITY CODE REGARDING THE REGULATION OF THE OPERATION OF MOTORIZED WHEELED CONVEYANCES, E-BIKES, AND SIMILAR DEVICES.”

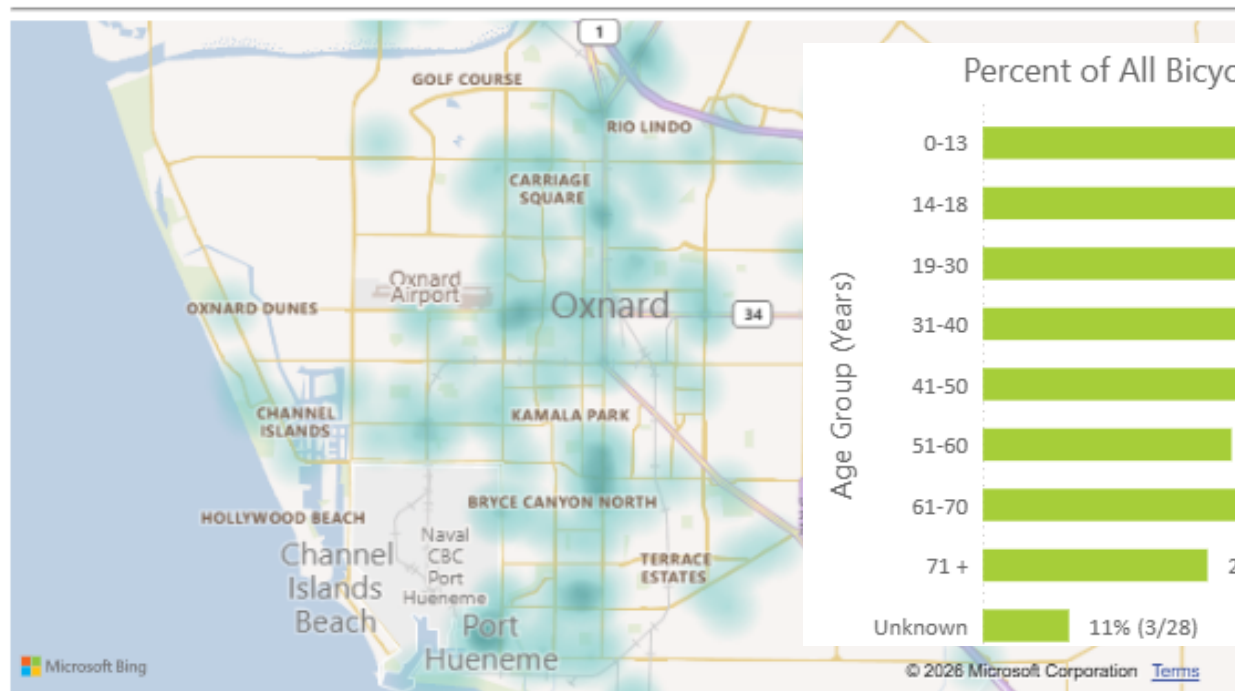
- The City has received complaints about unsafe e-bike and motorized wheeled conveyance use, especially near areas with high pedestrian traffic.
 - The City does not have any regulations within the City Code pertaining to the use and operation of e-bikes and other motorized wheeled conveyances within City limits.
- At Mayor Pro Tem Teran's request, City staff from the City Attorney's Office, Oxnard Police Department, and Public Works collaborated to develop a comprehensive regulatory scheme for e-bikes and other motorized wheeled conveyances.
- The proposed ordinance is based on research of California law and a review of regulations and best practices from Oxnard and other coastal communities.

- The available collision history within the city does not provide current statistics regarding e-bike collisions and citations because all motor vehicle incidents are categorized together.
 - Collisions involving e-bikes are not reported separately.
 - The Oxnard Police Department has impounded four e-motorcycles in the last twelve months.
- The growing popularity of e-bikes and other electric motorized vehicles among school-age youth has raised many safety concerns in the community.
 - Concerns include:
 - Lack of helmet use.
 - Reckless speeds and behaviors.
 - Conflicts between other vulnerable sidewalk and trail users.
 - Operation of e-devices by youth operators that is prohibited by state law.
 - These concerns are not unique to Oxnard. New e-bike regulations are being adopted in cities and counties across the State for similar concerns.

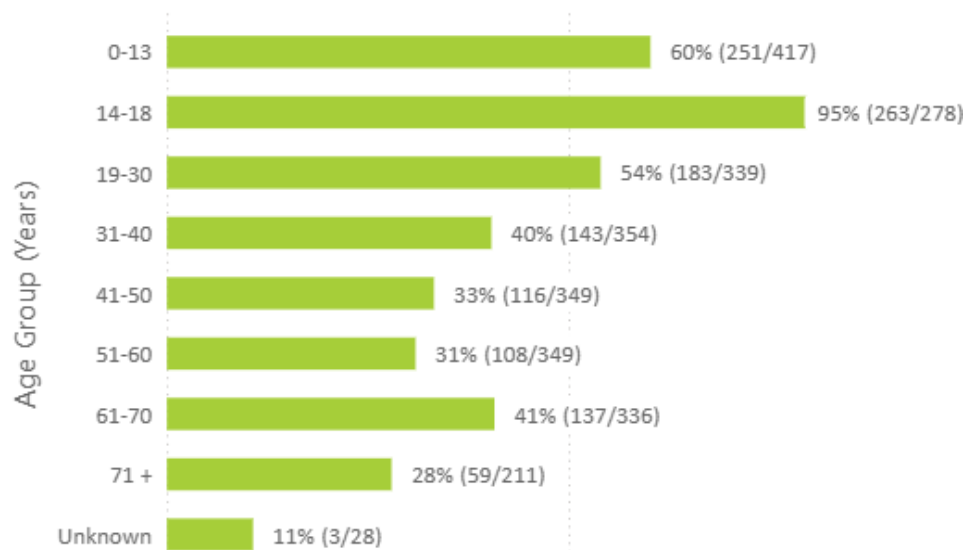
- According to Ventura County Public Health's E-Bike Safety Dashboard, e-bike injuries have risen more than 70% since 2020, with youth ages 10–19 representing the largest share of injured riders.

EMS Incident Heat Map

Map below shows the general locations of EMS incidents involving one or more E-Bikes.



Percent of All Bicycle Incidents Related to E-Bikes



© 2026 Microsoft Corporation [Terms](#)

- The following e-bike traffic collision statistics were obtained from the Ventura County Sheriff's Department, for the cities that have contracted with the Department for police and traffic services.

TRAFFIC COLLISIONS INVOLVING E-BIKES

E-BIKE COLLISIONS HAVE INCREASED ACROSS OUR CITIES

2025

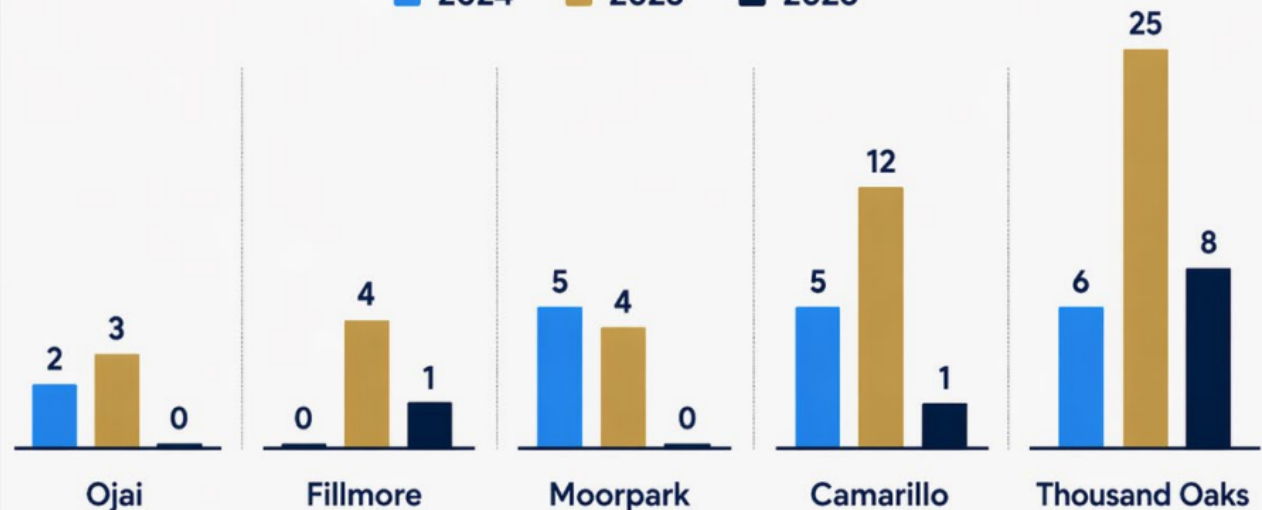
Highest number of collisions in every city

2024

Steady increase year over year

E-BIKE TRAFFIC COLLISIONS BY CITY

2024 2025 2026



- Under California law, e-bikes are classified into three categories:
 - Class 1: Bikes with a maximum assisted speed of 20 mph that must be pedaled to operate.
 - Requirements:
 - No minimum age to ride.
 - Helmet required for riders under 18.
 - Allowed wherever regular bicycles are permitted.
 - Class 2: Bikes with a maximum assisted speed of 20 mph, that can be operated without pedaling, by using a handlebar-mounted throttle.
 - No minimum age to ride.
 - Helmet required for riders under 18.
 - Allowed to ride wherever regular bicycles are permitted.
 - Class 3: Bikes with a maximum assisted speed of 28 mph that must be pedaled to operate.
 - **Minimum** age of 16.
 - Helmet required for **all ages**.
 - Allowed in bike lanes or separated bikeways adjacent to the roadway.
 - Allowed to ride wherever regular bicycles are permitted.

- Oxnard City Code does not adequately address e-bikes and motorized wheeled conveyances and their capabilities, as well as rider experience, education and riding behaviors.
 - There are many electric devices or motorized wheeled conveyances that fall outside of the state definitions for Class 1, 2, and 3 e-bikes, which are often mistaken by consumers and parents as allowable e-bikes for children and adults alike.
 - Oxnard City Code's bicycle-related provision was developed before the existence of e-bikes and other motorized wheeled conveyances.
 - There is a need to regulate and educate the public regarding e-bikes.
- The proposed ordinance creates new regulations aimed at directing the orderly use and operation of e-bikes and other motorized wheeled conveyances within the City and strengthens enforcement authority.

- The proposed ordinance implements an online e-bike safety program which is mandatory for minors that are cited under the ordinance.
 - The goal is to educate minors and their parents on the rules and dangers of using e-bikes on streets and sidewalks.
- Comparable coastal cities—including Ventura, Long Beach, Huntington Beach, and Newport Beach, San Diego and Orange County have adopted targeted e-bike regulations, including speed limits on bike paths, helmet requirements for minors, and youth-focused education programs, along with prohibitions of reckless use.
- Oxnard's proposed e-bike ordinance will be phased in for a period of 12 months after adoption.

- The proposed ordinance does the following:
 - Defines what is and what is not an e-bike.
 - Creates a catch all definition called “Motorized Wheeled Conveyance” which is a broad category for other known motorized wheeled devices, some of which are already defined in the California Vehicle Code.
 - Includes a section specifically regulating the operation of e-bike and other motorized wheeled conveyances by minors within the City.
 - Defines locations where e-bikes, and other motorized wheeled conveyances can and can not be operated.
 - Defines unlawful operation of Motorized Wheeled Conveyances.
 - Includes a section explaining the equipment required for operating motorized wheeled conveyances and bicycles.

- The proposed ordinance does the following:
 - Creates an enforcement mechanisms that include penalties, impoundment and Mandatory Education Program on E-Bike Safety Education Program as a means of the City Attorney not filing the citation, dismissing the citation, or waiving any fines and penalties related to the citation.
 - Allows for the imposition of speed limits in certain areas of the City.
 - Includes a section prohibiting business owners from misclassifying and misadvertising of certain motorized wheeled conveyances as e-bikes or e-Bikes allowable for Minor's use or operation on City streets that do not conform to the definitions or allowances provided in the California Vehicle Code and in Oxnard City Code.
 - Aligns the City Code with the California Vehicle Code and emerging state legislation.

- **Pending State Legislation**
- A number of California bills are currently in process with the intent of enhancing safety and regulation of electric bicycles and high-powered electric vehicles. As new State bills are adopted regarding the regulation of e-bikes on State roadways, it may be necessary to update this proposed ordinance in the future. A couple of key proposals include:
 - **Senate Bill 1167** - increases oversight of higher powered electric mopeds and e-motorcycles, distinguishing these from e-bike classifications.
 - **Senate Bill 956** – gives local governments broader authority to regulate e-bikes.
 - **Assembly Bill 1557** - lowers the top speed of Class 1 & 2 e-bikes.
 - **Assembly Bill 1569** – requires e-bike safety training at schools where e-bikes are allowed to park.
 - **Assembly Bill 2346** – requires certain e-bike equipment and allows local government to set speed limits in certain areas.
 - **Assembly Bill 1942** – e-bike classification requirements, equipment standards and DMV registration.
- This ordinance does not conflict with this legislation and positions Oxnard to align early with these potential law changes, yet the proposed ordinance may require an update in 2027.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.2

DATE: July 30, 2026

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Funding Agreement with the Ventura County Watershed Protection District for the Santa Clara River Levee 3 Project.

RECOMMENDATION

That the City Council:

1. Adopt a Resolution authorizing the City Manager or designee to execute a Funding Agreement (A-8626) with the County of Ventura Watershed Protection District in an amount not to exceed \$2,356,779.24 for the Santa Clara River Levee 3 Construction Project, consisting of:

- a. \$1,000,000 from California Department of Water Resources (DWR) Grant No. 4600015992; and
- b. \$1,356,779.24 net from Devco Oxnard Vineyard Oxnard Avenue LLC Developer's Fair Share contribution.

2. Authorize the City Manager or designee to execute and approve the necessary budget appropriations for the use of the developer's fair share contribution and grant funds to transfer to the Ventura County Watershed Protection District for the SCR-3 Construction Project, subject to the contingencies above.

(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/QWPSe0YVw_w

BACKGROUND

Santa Clara River Levee (SCR-3), divided into four "Reaches", was constructed by the Ventura County Flood Control District, the predecessor agency to Ventura County Watershed Protection District (VCWPD) in the late 1960s. Improvements to the first three Reaches (1-3) were completed in February 2018 that extend from the downstream limits of the SCR-3 levee at Victoria Ave to the point where Ventura Road begins to parallel the Santa Clara River. Reach 4, which is under construction and is the subject of this report, extends from this point upstream to the Union Pacific Railroad crossing (see slide 4 of Attachment 3).

Construction of Reach 4 improvements, also known as Phase 2, began in January 2025 and the project is anticipated to conclude in early 2027. The improvements include placement of steel sheet piles vertically up to 60 feet deep along the base of a new steel-reinforced masonry flood wall along the riverside of North Ventura Road. The upstream end of the flood wall will connect to a new floodgate across Ventura Road, which will lie flat within the roadbed until a flood requires temporary road closure and raising of the floodgate.

The flood wall will then continue 881 feet on the land side of North Ventura Road, culminating in a new, short earthen levee embankment to be created on the south-west side of the UPRR. The Oxnard Village Development, also known as Wagon Wheel, will embed its new flood wall within a similar new, short earthen levee embankment to be created on the

north-east side of the Union Pacific Railroad, completing the levee system.

Once construction is complete, the VCWPD will submit a Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA) demonstrating compliance with federal levee certification regulations. Upon completion of construction, FEMA will accredit the LOMR, thus confirming that the SCR-3 levee system provides protection against a one percent annual chance flood for the nearly 6,400 residents south of the levee system.

DISCUSSION

Although this is a VCWPD project, the improvements will provide flood protection to 6,400 Oxnard residents, and the City is anticipated to contribute financially to a portion of the levee improvement costs. As such, the City has partnered with VCWPD to seek various funding sources for the project. Since the funding sources identified below were provided directly to the City, a funding agreement is necessary to transfer these funds to VCWPD.

The proposed funding agreement outlines the terms and conditions of the funding transfer, the responsibilities of each party, and the timeline for the project. Funds will be used to fund the SCR-3 Project to cover services such as construction, engineering and professional services, including reviews performed by the City and its consultant. The VCWPD will be required to comply with generating the necessary reports needed for the City to release the funds in accordance with the requirements by each funding source.

Devco

Devco Oxnard Vineyard Avenue LLC (Developer), a 152 residential unit project at the north-west corner of Vineyard Avenue and Ventura Road, paid \$1,376,000 towards the SCR-3 levee improvement costs (First Amendment with the City of Oxnard to Development Agreement A-7121 for the residential Tract 5672-1). Of the \$1,376,000 paid, the City has expended \$19,220.76 in flood-related professional services. The remaining amount of \$1,356,779.24 is available to transfer to the County for the costs of SCR-3 Reach 4 improvements. The City anticipates retaining up to \$75,000 in Devco funds to cover costs for engineering plan checks, easement reviews, and planning services for the SCR-3 levee project. This retention will occur upon the VCWPD's receipt and acceptance of itemized invoices from City staff.

State of California Department of Water Resources (DWR) Grant

On December 17, 2024, the City of Oxnard Council approved and authorized the City Manager to execute Agreement No. 4600015992 with the State of California Department of Water Resources (DWR) to receive \$1M of state funds for the Santa Clara River Levee Construction Project. This grant was part of the State of California (State) Fiscal Year 2023-24 budget process that the City, in partnership with Assemblymember Steve Bennett, Assemblymember Jacqui Irwin, and Senator Monique Limón, successfully obtained from DWR. The City acts as a pass-through and has received the \$1M from the State as DWR Grant No. 4600015992 and is part of the funding agreement.

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

Grant revenue from DWR of \$1,000,000 is recognized and appropriated to the State & Local Grant Fund (210). The Devco net available contribution of \$1,356,779.24 is proposed to be transferred to the VCWPD pursuant to the Funding Agreement.

(For Finance Use Only: Org 2101401, Object 57410, Project G2511, Org 5414102, Object 53200 Project D0044)

COMMITTEE OUTCOME

This item did not originate in Committee. In accordance with City Resolution 15,851, the bylaws established by the Committee under Article II, Section D.2, state that an item already approved by Council that requires continuing work

can go straight to Council. The Devco funds from Development Agreement A-7121 and the State of California Department of Water Resources grant have already received prior City Council approval for their intended purposes to fund the SCR-3 Project and the action of this item does not need to be presented to Committee.

Prepared by: Tai Chau, PE, Assistant Community Development Director/City Engineer

ATTACHMENTS

1. City Council Resolution
2. City-County Funding Agreement (A-8626)
3. Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD AUTHORIZING THE CITY MANAGER OR
DESIGNEE TO EXECUTE A FUNDING AGREEMENT WITH
THE VENTURA COUNTY WATERSHED PROTECTION
DISTRICT TO CONTRIBUTE \$2,356,779.24 FOR THE SANTA
CLARA RIVER LEVEE 3 PROJECT

WHEREAS, the City of Oxnard (“City”) collected development fees to contribute towards the Santa Clara River Levee 3 (“Project”) from Devco Oxnard Vineyard Oxnard Avenue LLC (“Devco”) in the amount of \$1,376,000 pursuant to the First Amendment to Development Agreement A-7121 for the residential Tract 5672-1 at the north-west corner of Vineyard Avenue and Ventura Road to include the Developer’s fair share to the levee improvement costs; and

WHEREAS, the amount was calculated based on \$9,052.63 for each unit for a total of 152 residential units; and

WHEREAS, the City has expended \$19,220.76 in professional floodplain management services and the remaining amount of \$1,356,779.24 remains available to transfer to the County to fund the Project; and

WHEREAS, on December 17, 2024, the City Council authorized the City Manager pursuant to Resolution No. 15,843 to execute an agreement with the State of California Department of Water Resources (“DWR”) and received \$1,000,000 in funding to the City for the Project; and

WHEREAS, the total proposed contribution is up to \$2,356,779.24, consisting of \$1,000,000 from DWR Grant No. 4600015992 and \$1,356,779.24 net from Devco (gross \$1,376,000 less \$19,220.76 City-expended professional services).

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

1. To authorize the City Manager or designee to execute a Funding Agreement (A-8626) with the County of Ventura Watershed Protection District in an amount not to exceed \$2,356,779.24 for the Santa Clara River Levee 3 Construction Project; and
2. Authorize the City Manager or designee to execute and approve the necessary budget appropriations for the use of the developer’s fair share contribution and grant funds to transfer to the Ventura County Watershed Protection District for the SCR-3 Construction Project and take whatever actions necessary to carry out the purpose and intent of this resolution.

PASSED and ADOPTED this 30th day of July, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

**FUNDING AGREEMENT REGARDING
SANTA CLARA RIVER LEVEE 3 PROJECT**

This Funding Agreement Regarding Santa Clara River Levee 3 ("Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between the Ventura County Watershed Protection District ("District"), a flood control district created by the Legislature, and the City of Oxnard ("City"), a California municipal corporation. Hereinafter, the District and the City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. As of the Effective Date, the District is rehabilitating and constructing improvements to Reach 4 of the Santa Clara River Levee 3 ("SCR-3") (collectively, the "Project") so that the Project complies with applicable Federal Emergency Management Agency levee certification requirements and protects vital public infrastructure and approximately 6,400 City residents against a one percent (1%) annual chance flood. The Project is anticipated to be completed in late 2026 or early 2027.

B. As of the Effective Date, the City has obtained the following amounts of funds from the following sources: (i) \$1,356,779.24 from Developer's Fair Share Devco Oxnard Vineyard Oxnard Avenue LLC ("Devco"); and (ii) \$1,000,000.00 from the California Department of Water Resources ("DWR").

C. The City desires to provide up to a total amount of **\$2,356,779.24** in contributions from the above-listed sources to the District to contribute toward the costs of construction, engineering, and professional services necessary to complete the Project in exchange for the District's performance of certain grant administration activities and work.

NOW, THEREFORE, in consideration of mutual promises and covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Contributions by the City. Within 60 days following the execution of this Agreement, the City shall provide the District with contributions in the amount of **\$2,356,779.24** to be used in accordance with this Agreement. The City shall transfer all funds to the District as lump sum payments from each funding source, subject to funding availability and certain City administrative and accounting procedures and requirements, including retaining up to \$75,000 in Devco funds to cover costs for engineering plan checks, easement reviews, and planning services for the Project. This retention will occur upon the Ventura County Watershed Protection District's receipt and acceptance of itemized invoices from City staff.

Section 2. Use of Contributions by the District. The District shall utilize the funds/contributions received from the City to offset the District's costs of construction,

engineering, and professional services related to the Project.

Section 3. Grant Administration by the District. The District shall comply with all reporting, invoicing, documentation, and other requirements of each funding source (i.e., DWR Grant No. 4600015992 and Devco Developer's Fair Share), including but not limited to the preparation and submission of all reports, invoices, and supporting documentation necessary for the City to comply with its obligations under the DWR Grant No. 4600015992.

Section 4. Relationship of Parties. Nothing in this Agreement shall be interpreted or understood by either Party, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the District, the City, and/or the employees, contractors, or agents of either Party regarding the subject matter hereof.

Section 5. Defense and Indemnification. The District agrees to indemnify, protect, hold harmless and defend (by counsel satisfactory to the City) the City, City Councilmembers, and its other officials, employees and agents, from and against any and all third-party suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of or related to this Agreement, except to the extent caused by the City's sole active negligence or willful misconduct.

Section 6. Notices. Formal notices between the District and the City shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the District and City as follows:

If to the District:

Ventura County Watershed Protection District
Attn: Gregg Strakaluse, Director, VCPWA
800 South Victoria Avenue, L1940
Ventura, CA 93003
PHONE: (805) 654-3656

If to the City:

City of Oxnard
Attn: Alexander Nguyen, City Manager
300 West Third Street, 4th Floor
Oxnard, CA 93030
PHONE: (805) 385-7430

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time be designated by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

Section 7. Amendments. No amendment, alteration, or variation of the terms or conditions of this Agreement shall be valid unless agreed to in writing by the Parties.

Section 8. Applicable Law. The Parties shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations applicable to the Parties and the Project.

Section 9. Entire Understanding of the Parties. This Agreement constitutes the entire

understanding and agreement of the Parties with respect to all matters stated herein.

Section 10. Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 11. Dispute Resolution. If the Parties have a dispute that they are unable to resolve at the staff level, either Party may escalate the dispute to the executive staff level (e.g., to the City Manager and the District Director) by submitting a signed and dated request for dispute resolution. If the City Manager and the District Director are unable to resolve the dispute, then the item in dispute may be presented to the City Council and the District Board of Supervisors for resolution.

Section 12. Jurisdiction; Venue. In the event that the Parties are unable to resolve a dispute pursuant to Section 11, exclusive venue for any legal action involving or related to the interpretation or enforcement of this Agreement shall be the Superior Court of California, County of Ventura. This Agreement shall be interpreted under the laws of the State of California, without regard to its law governing conflict of laws.

WHEREFORE, this Agreement has been entered into by the duly authorized representatives of the Parties as of the Effective Date.

**VENTURA COUNTY WATERSHED
PROTECTION DISTRICT**

CITY OF OXNARD

Signature
Gregg Strakaluse
Director, VCPWA

Date: _____

APPROVED AS TO FORM

Signature
Alexander Nguyen
City Manager

Date: _____

APPROVED AS TO FORM

Signature
Jason Canger
Assistant County Counsel

Date: _____

Signature
Stephen M. Fischer
City Attorney

Date: _____

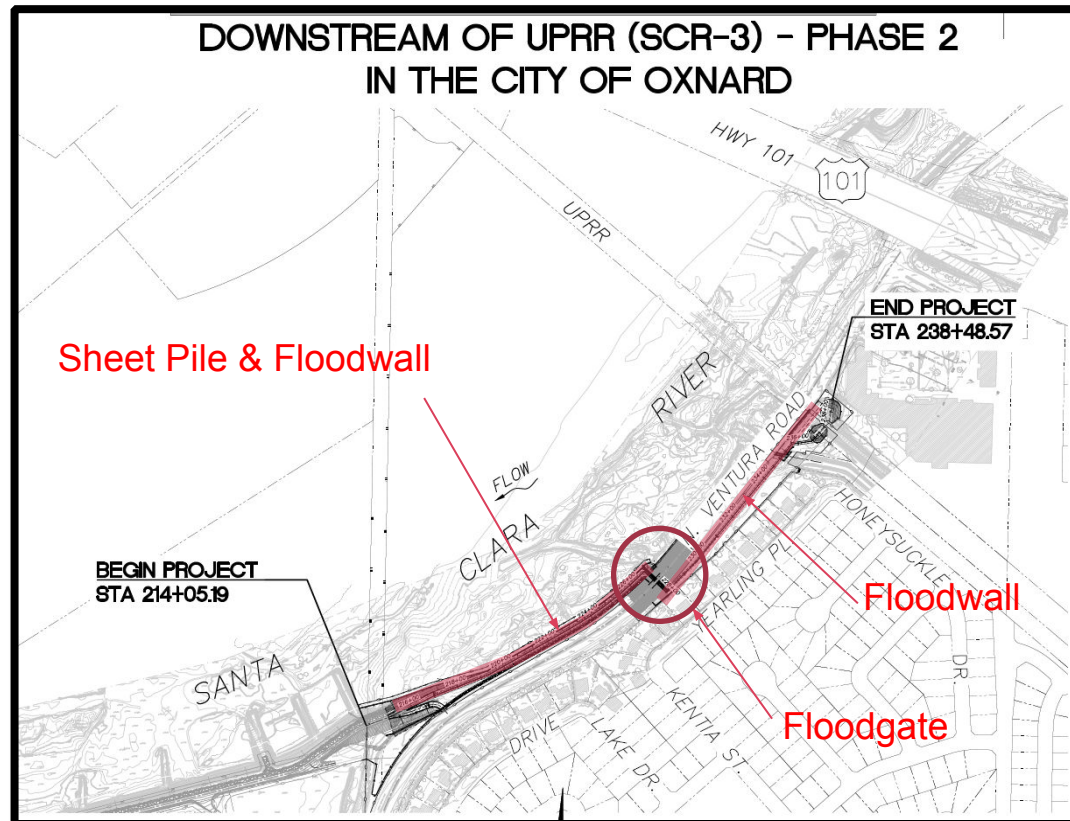
Funding Agreement with the Ventura County Watershed Protection District for the Santa Clara River Levee 3 Project

Tai P. Chau, PE, Assistant Community Development Director/Floodplain Administrator

City Council
July 30, 2026

-
- This aerial map illustrates the project area along the Santa Clara River. The river flows from the top right towards the bottom left. Four reaches of the project are identified by black arrows pointing left, with their respective stationing ranges:
- REACH 1** (128+75 to 150+00)
 - REACH 2** (150+00 to 202+00)
 - REACH 3** (202+00 to 217+50)
 - REACH 4** (217+50 to 236+86)
- Key landmarks and infrastructure include:
- Streets:** S VICTORIA AVENUE, OLIVAS PARK DRIVE, PERKIN AVENUE, N VENTURA ROAD, W VINYARD AVENUE, N VICTORIA AVENUE, N H STREET, and W WYOMING BLVD.
 - Highways:** Highway 101 and Highway 1.
 - Landmarks:** Ballard Landfill, VRSD Flare, Golf Maintenance Yard, River Ridge Golf Course, Santa Clara Landfill, and Village Development TTM No. 5745.
 - Infrastructure:** An existing levee is shown in the upper right, and the Pacific Coast Railroad runs along the bottom right.

- Improvements to the first three Reaches (1-3) were completed in February 2018.
- Reach 4, also known as Phase 2, is under construction since January 2025.



- Phase 2 construction includes:
 - Sheet pile and floodwall along Santa Clara River.
 - Flood gate across Ventura Road.
 - Floodwall on the south-bank along Ventura Road.



**Santa Clara River
Levee (SCR-3) Ph 2**



Devco

- Devco Oxnard Vineyard Avenue LLC (Developer) paid their fair share to the levee improvement costs of \$1,376,000.
- The City has expended \$19,220.76 in flood-related professional services and the remaining amount of \$1,356,779.24 remains available to transfer to the Ventura County Watershed Protection District (VCWPD).
- The City anticipates to retain up to \$75,000 in Devco funds to cover engineering plan check, easement reviews, and planning services for the SCR-3 Project.

State of California Department of Water Resources (DWR) Grant

- In 2024, the City Oxnard executed a grant agreement for \$1M of state funds from the State of California Department of Water Resources for the Santa Clara River Levee Construction Project.
- The City acts as a pass-through and has received the \$1M from the State and is part of the funding agreement.

Funding Agreement (Between City and County)

- The proposed funding agreement outlines the terms and conditions of the funding transfer, the responsibilities of each party, and the timeline for the project.
- Funds will be used to fund the SCR-3 Project to cover services such as construction, engineering and professional services, including reviews performed by the City and its consultant.
- The VCWPD will be required to comply with the generating the necessary reports needed for the City to release the funds in accordance with the requirements outlined by each funding source.

- Grant revenue from DWR of \$1,000,000 is recognized and appropriated to the State & Local Grant Fund (210).
- The Devco net available contribution of \$1,356,779.24 is proposed to be transferred to the VCWPD pursuant to the Funding Agreement.

That the City Council:

- I. Adopt a Resolution authorizing the City Manager or designee to execute a Funding Agreement (A-8626) with the County of Ventura Watershed Protection District in an amount not to exceed \$2,356,779.24 for the Santa Clara River Levee 3 Construction Project, consisting of:
 - A. \$1,000,000 from California Department of Water Resources (DWR) Grant No. 4600015992; and
 - B. \$1,356,779.24 net from Devco Oxnard Vineyard Avenue LLC Developer's Fair Share contribution.

2. Authorize the City Manager or designee to execute and approve the necessary budget appropriations for the use of the developer's fair share contribution and grant funds to transfer to the Ventura County Watershed Protection District for the SCR-3 Construction Project and take whatever actions necessary to carry out the purpose and intent of this resolution.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. N.3

DATE: July 30, 2026

TO: City Council

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

SUBJECT: Public Project Agreement 32700065 with Toro Enterprises, Inc. for Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$4,384,787 in Project funds for the Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09;
2. The Mayor to execute an Agreement with Toro Enterprises, Inc. in the amount of \$3,653,989 for the Project and approve a Project contingency amount of \$365,399 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$4,019,388 for the Project; and
3. A Project allocation amount of \$365,399 (~10%) for engineering, inspection, survey and project management for the Project.

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

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wJHeavzjG5E>

BACKGROUND

The Neighborhood Street Resurfacing Project – Cal Gisler is part of the Public Works Capital Improvement Program (CIP) for Fiscal Years 2025-29. This Project was prioritized based on the outcome of the Citywide Pavement Management Program brought to the City Council on April 2, 2024. It is the second phase of the proposed residential street construction projects presented to the City Council at that time. At the May 18, 2021, City Council meeting, the Council identified a goal to fund and support working toward and maintaining a Pavement Condition Index of 70 (PCI, a 0-100 scale) throughout the City. In alignment with this Council priority, the Neighborhood Street Resurfacing Project – Cal Gisler will increase the PCI of the roads in this neighborhood.

The Project scope consists of resurfacing existing asphalt concrete pavement within the Cal-Gisler neighborhood, including the milling of existing asphalt concrete pavement; placement and compaction of asphalt rubber hot mix (ARHM); placement and compaction of asphalt rubber aggregate membrane (ARAM) layer for cape seal pavement treatment; placement of slurry seal; excavation and reconstruction of asphalt pavement failed areas; reconstruction of existing ADA curb ramps; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs and posts; and traffic striping.

The work is tentatively scheduled to begin in August 2026 and continue into October 2026 (60 working days) absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Cal Gisler

Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

Capital Improvement Plan (CIP) Reference:

Project No. **C2209** – Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09 - CIP 2027-2031 - Adopted May 19, 2026.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) for this project was published on May 21, 2026, in the local newspaper. Additionally, the NIFB was posted on multiple online platforms including the City’s website, and distributed directly to 38 contractors who have registered with the City to be notified of Public Project bids matching their contractor's license classification. The City’s PlanetBids electronic bidding platform invited 175 contractors to bid. The following bids were received:

Toro Enterprises, Inc.:	\$3,653,989.00
Onyx Paving Company, Inc.:	\$3,737,000.00
Granite Construction Company:	\$4,876,693.30

The lowest bidder is Toro Enterprises, Inc. and its bid is responsive to the City’s NIFB. Following this determination, procurement staff reviewed all documentation received from Toro 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 Toro Enterprises, Inc.

In addition to the project award amount of \$3,653,989, Staff recommends authorizing \$730,798 for the project, which includes \$365,399 for project contingency (10% of the contract costs) and \$ 365,399 for the cost of engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$4,384,787.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this Project shall not exceed \$4,384,787 which includes the construction agreement, contingency and project allocation. The Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09, Project No. C2209 has an estimated total available project budget balance of \$23.66M.

The ongoing maintenance cost for this Neighborhood Street Resurfacing Project – Cal Gisler will have no new impact on the Streets Division’s Operating budget, in comparison to the annual operating costs in prior years.

Fund Number	Fund Name	Estimated FY27 Available Budget
101	General Fund	\$5,861,965
104	Measure O Fund	\$13,172,685
185	Road Maint & Rehabilitation Act (RMRA) Fund	\$3,000,000
201	Community Development Block Grant (CBDG) Fund	\$1,024,510
314	2014 Lease Rev Bond Fund	\$6,048
601	Water Operating Fund	\$300,000
611	Wastewater Operating Fund	\$300,000
Total Available Project Budget		\$23,665,208

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 32700065
2. Project Map
3. Residential Street Construction Projects 5 Phase Plan
4. Presentation

**CONSTRUCTION CONTRACT FOR
NEIGHBORHOOD STREET RESURFACING PROJECT - CAL GISLER
SPECIFICATION NO. PW 26-09
HUD No. B-25-MC-06-0534, Agreement 10056-25-HO**

**BY AND BETWEEN
THE CITY OF OXNARD AND TORO ENTERPRISES, INC.**

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered this ____ day of _____ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580. 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 Neighborhood Street Resurfacing Project - Cal Gisler as more fully described in the bid package issued by the City for Specification No. PW 26-09 (the "Project"); and

WHEREAS, on May 21, 2026, 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 and 24 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) Plans
 - (7) Special Provisions
 - (8) General Provisions
 - (9) Appendices
 - (10) Bid Forms and attachment thereto;
 - (11) Performance Bond;
 - (12) 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 THREE MILLION, SIX HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED EIGHTY-NINE DOLLARS (\$3,653,989) (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 SIXTY (60) 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 FOUR THOUSAND, TWO HUNDRED DOLLARS (\$4,200) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

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

13. WORKERS' COMPENSATION CERTIFICATION

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

14. INSURANCE

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

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in part with Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD), pursuant to HUD No. B-24-MC-06-0534 and Inter-Departmental Agreement No. 10056-25-HO, and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E"** and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

- A. **ACCESS TO RECORDS.** (1) The Contractor agrees to provide the City of Oxnard, CDBG and HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the

foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the CDBG and HUD Administrator and the Comptroller General of the United States or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the City of Oxnard, CDBG and HUD Administrator, or the Comptroller General of the United States.

- B. **SEAL, LOGO AND FLAGS.** The Contractor shall not use the CDBG/HUD seals(s), logos, crests, or reproductions of flags or likenesses of CDBG/HUD agency officials without specific CDBG/HUD pre-approval.
- C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that CDBG/HUD financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and CDBG/HUD policies, procedures, and directives.
- D. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Contractor must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
 - 1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
 3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
 4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.
- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in the Master Grant Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit “F”, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

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

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

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

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY: CITY OF OXNARD
Attn: Public Works Director
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: TORO ENTERPRISES, INC.
Attn: Trent Royale, President
2101 Ventura Blvd
Oxnard, CA 93031

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

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

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

This 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

TORO ENTERPRISES, INC.

☒ Luis A. Mc Arthur, Mayor¹ _____ Date _____
☐ Purchasing Agent

Trent Royle, President ² _____ Date _____

Jerry Hannigan, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

 for 6/30/2020
Stephen M. Fischer, _____ Date _____
City Attorney (always required)

¹ 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.

² The City requires the following for any contract:

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

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

EXHIBITS

- Exhibit A:** Contractors Bid Proposal.
- Exhibit B:** Form INS-G: Insurance Requirements.
- Exhibit C:** Iran Contracting Act Certification Form completed by Contractor.
- Exhibit D:** Section 3 Forms completed by Contractor.
- Exhibit E:** Federal Grant Contract Addendum
- Exhibit F:** Master Grant Agreement
- EXHIBIT G:** Grant of Non-Exclusive Right of Entry Agreement
- EXHIBIT H:** Davis-Bacon Wage Decision

BONDS

The corresponding exhibits and forms contained within follow.

EXHIBIT A CONTRACTOR'S BID PROPOSAL

City of Oxnard

Submissions for Solicitation Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09 (PW 26-09)

Issued on 05/20/2026

Submissions Due on June 23, 2026 2:00 PM (PDT)

Exported on 06/23/2026

Line Totals (Unit Price * Quantity)					TORO ENTERPRISES, INC.	
Item Num	Description	Payment Reference	Unit of Measure	Estimated Quantity	Unit Price	Line Total
1	Mobilization/Demobilization (not to exceed 5% of the Total Bid Price)	1001-3	LS	1	\$141,650.00	\$141,650.00
2	Traffic Control And Public Convenience And Safety	1505-4	LS	1	\$335,000.00	\$335,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$13,300.00	\$13,300.00
4	Cold Mill AC Pavement (2" Max.)	1110-3	SQYD	19,700	\$4.45	\$87,665.00
5	Unclassified Excavation	1120-4	CY	50	\$201.00	\$10,050.00
6	Class 2 Aggregate Base	1130-4	TON	50	\$231.00	\$11,550.00
7	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	150	\$326.00	\$48,900.00
8	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TON	300	\$290.65	\$87,195.00
9	Asphalt Rubber Aggregate Membrane (ARAM)	1151-5	SQYD	130,300	\$5.36	\$698,408.00
10	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TON	5,400	\$173.85	\$938,790.00
11	Crack Seal	1155-4	LB	200	\$10.25	\$2,050.00
12	Slurry Seal (PME-RAP)	1160-6	TON	1,200	\$287.83	\$345,396.00
13	Remove And Replace PCC Sidewalk, 4" Thick	1174-6	SQFT	5,000	\$12.50	\$62,500.00
14	Remove And Replace PCC Residential Driveway, 8" Thick	1174-6	SQFT	600	\$31.55	\$18,930.00
15	Remove And Replace PCC Alley Driveway, 8" Thick	1174-6	SQFT	700	\$35.25	\$24,675.00
16	Remove And Replace PCC Cross Gutter And Spandrel, 8" Thick Per City Std Plate 114	1174-6	SQFT	3,600	\$39.50	\$142,200.00
17	Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick	1174-6	SQFT	2,500	\$30.85	\$77,125.00

EXHIBIT A - CONTRACTOR'S BID PROPOSAL, Continued

Item Num	Description	Payment Reference	Unit of Measure	Estimated Quantity	Unit Price	Line Total
18	Remove And Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	700	\$112.50	\$78,750.00
19	Remove And Replace PCC Curb & Gutter (Type A2-8)	1174-6	LF	30	\$165.00	\$4,950.00
20	Remove And Replace PCC Curb & Gutter (Type A3-8)	1174-6	LF	120	\$136.00	\$16,320.00
21	Install PCC Curb (Type A1-6)	1174-6	LF	100	\$101.00	\$10,100.00
22	Remove And Replace PCC Rolled Curb & Gutter (3-Ft Wide)	1174-6	LF	500	\$155.00	\$77,500.00
23	Install 24" Root Barrier Panel	1174-6	LF	120	\$67.00	\$8,040.00
24	Adjust Manhole Frame And Cover To Finished Grade	1185-4	EA	40	\$1,555.00	\$62,200.00
25	Adjust Water Valve Frame And Cover To Finished Grade	1185-4	EA	86	\$1,225.00	\$105,350.00
26	Adjust Utility Box Frame & Cover To Finished Grade	1187-4	EA	8	\$990.00	\$7,920.00
27	Relocate 4-Ft High Chain Link Fence	1192-5	LF	30	\$105.00	\$3,150.00
28	Install Or Remove And Replace 20-Inch Wide Sidewalk Drainage Trench & Grate, Complete-In-Place	1303-4	LF	30	\$903.00	\$27,090.00
29	Install Pavement Markings In Thermoplastic	1515-4	SQFT	12,500	\$5.00	\$62,500.00
30	Install Detail 2 In Thermoplastic	1515-4	LF	2,000	\$1.00	\$2,000.00
31	Install Detail 22 In Thermoplastic	1515-4	LF	5,000	\$2.00	\$10,000.00
32	Install Detail 38 In Thermoplastic	1515-4	LF	300	\$2.00	\$600.00
33	Paint Curb Red (2-Coat)	1515-4	LF	1,500	\$2.50	\$3,750.00
34	Install Blue RPM	1515-4	EA	120	\$22.00	\$2,640.00
35	Install Type C Inductive Loop Detector	1520-23	EA	2	\$1,615.00	\$3,230.00
36	Install Type D Inductive Loop Detector	1520-23	EA	3	\$1,615.00	\$4,845.00
37	Install Type E Inductive Loop Detector	1520-23	EA	2	\$1,615.00	\$3,230.00

EXHIBIT A - CONTRACTOR'S BID PROPOSAL, Continued

Item Num	Description	Payment Reference	Unit of Measure	Estimated Quantity	Unit Price	Line Total
38	Install Or Remove & Replace Street Name Sign Per City Std Plate 2205	1530-4	EA	60	\$250.00	\$15,000.00
39	Install Or Remove & Replace Sign Post Per City Std Plate 203/204	1530-4	EA	30	\$200.00	\$6,000.00
40	Remove, Relocate, Or Re-Install Traffic Sign Or Street Name Sign Per City Std Plate 204	1530-4	EA	20	\$245.00	\$4,900.00
41	Remove, Reinstall, Relocate, Or Reset Traffic Or Street Sign Post Including All Attachments Per City Std Plate 203/204	1530-4	EA	12	\$245.00	\$2,940.00
42	Install Or Remove And Replace 4-Inch Thick Stamped Colored Concrete	1602-2	SQFT	400	\$22.00	\$8,800.00
43	Furnish And Install Detectable Warning Surface Tiles	1905-4	SQFT	1,600	\$48.00	\$76,800.00
					Total Bid Price:	\$3,653,989.00

EXHIBIT B

FORM INS-G: INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.
 - a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
 - b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
 - c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
 - d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.
2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org.
3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.
4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY COMPANY NAMES IN THIS SPACE**

COMPANY

LETTER **B**
COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$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 462500-4299 US

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
☐ 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 _____ E

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the City)						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER				POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
Telephone:				☐ 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:			
SAMPLE				CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE							
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence				OTHER PROVISIONS			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				CLAIMS: Underwriter=s representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.							
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insureds scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.							
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.							
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.							
5. PROVISIONS REGARDING THE INSUREDS DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.							
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a) Insurance Services Office Commercial General Liability Coverage, occurrence form CG0001; or b) If excess, affords coverage which is at least as broad as the primary insurance form CG0001.							
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US				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 ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required)				Telephone: (_____) _____ Date Signed _____			

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

SUBMIT IN DUPLICATE

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

PRODUCER
POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

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

SAMPLE

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE
☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS
LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

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

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

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

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

a) Insurance Services Office Automobile Liability Coverage, occurrence" form CA0001, code (any auto); or

b) If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER
CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US
AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: (____) _____ Date Signed _____

EXHIBIT C

IRAN CONTRACTING ACT CERTIFICATION FORM COMPLETED BY CONTRACTOR

CITY OF OXNARD
NEIGHBORHOOD STREET RESURFACING PROJECT - CAL GISLER
SPECIFICATION NO. PW 26-09

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

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

OPTION No.1 – CERTIFICATION

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

Company Name/Financial Institution (printed): TORO ENTERPRISES, INC.

Federal ID Number (or n/a): 77-0396663

By (Authorized Signature):

TRENT ROYLE, PRESIDENT

Printed Name & Title of Person Signing:

6-23-26
Date Executed

Executed in the County of VENTURA in the State of CAIFORNIA

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

SECTION 3 FORMS COMPLETED BY CONTRACTOR

HUD SECTION 3 AFFIDAVIT
(PW 26-09)

Your signature below indicates that you have received a copy of the City of Oxnard's Section 3 Plan.

I, the undersigned	TRENT ROYLE	PRESIDENT
	Name of Officer or Authorized Agent of Company (Print Name)	Title
		6-23-26
	Signature	Date

Project Name:	NEIGHBORHOOD STREET RESURFACING PROJECT – CAL GISLER SPECIFICATION NO. PW 26-09, HUD #B-25-MC-06-0534
Company Name:	TORO ENTERPRISES, INC.
Address:	2101 EAST VENTURA BLVD
	Street City State Zip Code OXNARD CA 93036
Telephone Number:	805-483-4514
E-Mail Address:	ESTIMATING@TOROENTERPRISES.COM

SECTION 3 BUSINESS CONCERN CERTIFICATION (PW 26-09)

Instructions

Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business: TORO ENTERPRISES, INC.

Address of Business: 2101 EAST VENTURA BLVD, OXNARD, CA 93036

Name of Business Owner: SEAN CASTILLO

Phone Number of Business Owner: 805-483-4514

Email Address of Business Owner: sean@toroenterprises.com

Preferred Contact Information

☐ Same as above.

Name of Preferred Contact: TRENT ROYLE

Phone Number of Preferred Contact: 805-483-4514

Type of Business (select from the following options)

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Provided Services

☐ Accounting	☐ Architecture	☒ Asphalt/Paving	☐ Brick Masonry
☐ Carpentry	☐ Consulting	☐ Demolition	☐ Electrical
☐ Engineering	☒ General Contractor	☐ HVAC	☐ IT
☐ Insulation	☐ Janitorial	☐ Landscaping	☐ Lead Hazard Control
☐ Maintenance	☐ Painting/Dry Wall	☐ Plumbing	☐ Roofing
☐ Security	☐ Signage/Graphics	☐ Steel Fabrication	☒ Other: <u>Utilities, Traffic Control & Striping</u>

Select from ONE of the following three options below that applies:

- ☐ At least 51% of the business is owned and controlled by low- or very low-income persons (refer to income guidelines on page 3 of this Certification).
- ☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (refer to definitions on page 3 of this Certification).

SECTION 3 TERMS AND CONDITIONS

General Policy Statement

Read and initial each paragraph to verify that the terms of the statements have been reviewed and acknowledged.

- TL It is the policy of the U.S. Department of Housing and Urban Development (HUD) to require contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.
- TL The City of Oxnard ("City") CDBG program implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for city residents.
- TL The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of residents and other eligible persons and business by city-awarded contractors working on contracts partially or wholly funded with the HUD monies. A contractor's or vendor's potential for success by providing employment and business opportunities to city residents shall be examined and considered prior to acting on any proposed contract award.
- TL Section 3 requirements are triggered when a covered project creates the need for new employment, contracting or training opportunities. Recipients are not required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.

Section 3 Purpose

As a bid applicant on a federally funded project, in part or in whole, General Contractors and/or Primary Bidders, in addition to all Subcontractors must adhere to the Section 3 federal statues to the greatest extent feasible and acknowledge by initialing each below that attempts will be made to accomplish the following:

- TL Section 3 of the HUD Act of 1968, as amended (12 U.S.C. 1701u) (Section 3), requires the City of Oxnard CDBG and HOME programs ensure that employment and other economic and business opportunities generated by through (HUD) financial assistance, *to the greatest extent feasible*, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons. **If awarded, Contractor will notify low-income residents through marketing efforts such as general news circulars, labor organizations and unions, public housing authorities, and any other methods of outreach efforts specified to low-income persons and businesses.**
- TL Consider and categorize the following types of eligible, low-income new hires for Section 3 purposes: 1) New Employees; 2) Returning laid off workers; 3) Temporary & Seasonal Workers; and 4) Full-Time Workers.
- TL The existing Procurement Policy also contains goal requirements for soliciting opportunities for contracts to Minority and Women Business Enterprises (M/WBE).
- TL Section 3 requirements do not apply to materials only contracts, nor does it recommend a specific method of procurement or supersede local or federal procurement policies.

EXHIBIT E

FEDERAL GRANT CONTRACT ADDENDUM

**City of Oxnard – Community Development Block Grant (CDBG) from the
United States Department of Housing and Urban Development (HUD)
HUD No. B-25-MC-06-0534, Agreement 10056-25-HO**

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the United States Department of Housing and Urban Development (HUD) under HUD No. B-25-MC-06-0534, Inter-Departmental Agreement No. 10056-25-HO.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on March 5, 2026; by the U.S. Department of HUD and its implementing regulations; and as established by the U.S. Office of Management and Budget (OMB).

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Build America, Buy America - Domestic Preference for certain procurements using federal funds. Contractor must adhere to Buy America Requirement for any project with a Federal award, which requires the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The requirements of Build America, Buy America are as follows:

(1) All iron and steel items used in covered projects must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

(3) All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. (Applies to projects over \$2000)

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland “Anti-Kickback” Act. (Applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

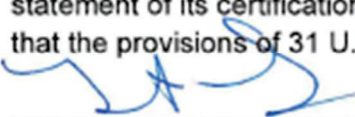
BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, TORO ENTERPRISES, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

6-23-26
Date

TRENT ROYLE, PRESIDENT

Printed Name and Title of Contractor's Authorized Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- B. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- C. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- H. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

TORO ENTERPRISES, INC.

Company Name

TRENT ROYLE

PRESIDENT

Printed Name and Title of Authorized Agent



Signature

6-23-26

Date

EXHIBIT F
MASTER GRANT AGREEMENT

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: OXNARD 300 WEST THIRD STREET OXNARD, CA 93030-5738	12. Assistance listing number and title: 14.218, Community Development Block Grant Program for Entitlement Communities 14.225, Community Development Block Grant Program for Insular Areas 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii
2. Recipient's Unique Entity Identifier: JKLUB9N3DXH7	13. Amount of federal funds obligated by this action: \$2,074,781.00
3. Tax identification number: 956000756	14. Total amount of federal funds obligated: \$2,074,781.00
4. Federal Award Identification Number (FAIN): B25MC060534	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: \$2,074,781.00
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD: 3/5/2026
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: Adriane Clarke Acting CPD Director	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. - Addendum 1. Policy Requirements - Addendum 2. Program-Specific Requirements - Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT

U.S. Department of Housing and Urban Development — Federal Award Agreement

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT

U.S. Department of Housing and Urban Development — Federal Award Agreement

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT
U.S. Department of Housing and Urban Development — Federal Award Agreement

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official) Adriane Clarke Acting CPD Director	Signature Signed by: <i>Adriane Clarke</i> 74C2119E8885497...	Date 3/5/2026
For the Recipient (name and title of authorized official) Alexander Nguyen, City Manager	Signature 	Date 2/25/2026

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT
U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT

U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities

Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas

Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT
U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	\$2,074,781.00	9/30/2033	9/30/2033

GRANT MASTER AGREEMENT - FEDERAL AWARD AGREEMENT
U.S. Department of Housing and Urban Development — Federal Award Agreement

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient’s indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter “MTDC” in the “Type of Direct Cost Base” column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534
Agreement No: 10056-25-HO

INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS (“**Agreement**”) by and between the CITY OF OXNARD HOUSING DEPARTMENT, a department of the City of Oxnard (“**Grantee Department**”) and the CITY OF OXNARD PUBLIC WORKS DEPARTMENT, a department of the City of Oxnard (“**Recipient Department**”) is made and entered into as of July 1, 2025. Grantee Department and Recipient Department are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

A. The City of Oxnard (“**City**”), through the Grantee Department, has received Community Development Block Grant funds (“**CDBG**”) from the United States Department of Housing and Urban Development (“**HUD**”) under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations (“**CFR**”).

B. 24 CFR 570.501(a) permits the chief executive officer of a grantee agency to designate an existing public agency to undertake activities assisted with CDBG funds subject to the same requirements as are applicable to sub-recipients.

C. The City Manager, as the chief executive officer of the City, and Grantee Department wish to engage Recipient Department to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the implementation and administration of the Program and the expenditure of CDBG funds.

2. Scope of Services

a. Recipient Department shall provide the services set forth in **Exhibit A** (the “**Program**”) in accordance with the budget attached as **Exhibit B**. Recipient Department shall also complete and submit the performance report(s) in substantially the form attached hereto as **Exhibit C**. **Exhibit A**, **Exhibit B** and **Exhibit C** are attached hereto and incorporated herein by this reference.

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

b. Recipient Department shall oversee the implementation and administration of the Program, including hiring and supervising staff, supervising and monitoring the Program, advertising the Program to the public and providing supplies for the Program.

c. Recipient Department shall achieve at least the following levels of accomplishment for the Program, measured as of the end of the term of the Agreement as noted in **Exhibit A**.

3. **Performance**

a. In performing the Program, Recipient Department shall comply with all applicable Federal, State and local laws and regulations, including Title 24 CFR Part 570. Recipient Department also agrees to comply with all other applicable Federal, state and local laws, regulations and (the “**Other CDBG Requirements**”) governing the funds provided by this Agreement, including, but not limited to, those Other CDBG Requirements set forth in **Exhibit D**, which is attached hereto and incorporated herein by this reference.

b. Recipient Department shall carry out each code of the Program in compliance with all Federal laws and regulations described in subpart K of 24 CFR Part 570.604 and shall work with Grantee Department to carry out the City’s environmental responsibilities and the City’s responsibility for initiating any necessary environmental review process under 24 CFR Part 58. In carrying out the Program, Recipient Department shall only engage in activities the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low- and moderate-income persons and only use CDBG funds for eligible activity costs as set forth in 24 CFR 570.202(c).

c. Recipient Department shall comply with those regulations described in 24 CFR 5.109g, as required by 24 CFR 570.200(j), that relate to the use of CDBG funds for inherently religious activities and that prohibit, in carrying out Program activities, the discrimination against a Program beneficiary or prospective Program beneficiary on the basis of religion or religious belief.

d. Grantee Department shall monitor the Program and notify Recipient Department of any substandard performance. Recipient Department shall endeavor to correct the substandard performance as and within the time required by Grantee Department and work with Grantee Department to address any deficiencies.

e. Recipient Department shall perform the Program within the term of the Agreement as set forth in Section 4.

4. **Term of Agreement**

a. This Agreement shall begin on July 1, 2025, and shall expire on June 30, 2027.

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

b. Notwithstanding the expiration of the Agreement, Recipient Department shall remain subject thereto as long as Recipient Department remains in control of CDBG funds, Program income, or assets obtained with such funds or income, and the close-out period has not ended. During the close-out period, Recipient Department shall make final payments, dispose of Program assets (including returning to Grantee Department unused materials and equipment and allocating or transferring Program income or CDBG funds to the City of Oxnard Community Development Block Grant Fund), and determine the custodianship of records.

5. Suspension and Termination

a. _____ Grantee Department may suspend or terminate this Agreement if Recipient Department materially fails to comply with any term of this Agreement or the grant award.

b. _____ Grantee Department may terminate this Agreement or grant award for convenience.

6. Compensation

a. _____ Pursuant to current City policy, Recipient Department shall only seek an allocation or transfer of an amount not to exceed \$100,000.00 from the City of Oxnard Community Development Block Grant Fund for Program services provided under this Agreement and for reimbursement of costs and expenses that Recipient Department necessarily incurs for the Program and that are eligible for reimbursement under applicable regulations.

b. Recipient Department shall comply with the accounting principles and procedures contained in 2 CFR 200, implement adequate controls, and maintain source documentation for all costs incurred.

7. Uniform Administrative Requirements

Recipient Department shall comply with the requirements and standards of the 2 CFR 200 and CDBG provisions set out in subsection (a) of 24 CFR 570.502.

8. Records

a. _____ Recipient Department shall maintain all records required by 24 CFR 570.506 that are pertinent to the Program. Such records include, but are not limited to:

i. _____ Records fully describing each activity undertaken.

ii. _____ Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

- iii. Records required to determine the eligibility of activities.
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG funds.
- v. Records documenting compliance with the fair housing and equal employment components of the CDBG program.
- vi. Financial records required by 24 CFR 570.502.
- vii. Records documenting compliance with 24 CFR Part 570, Subpart K.

b. Recipient Department shall retain all records pertinent to expenditures made under this Agreement for three (3) years after the termination of all activities funded by this Agreement, or after the resolution of Federal audit findings, whichever occurs later. Recipient Department shall retain records of nonexpendable property acquired with CDBG funds for three (3) years after the final disposition of such property. Recipient Department shall retain records for any displaced person for three (3) years after such person has received final payment.

c. Recipient Department shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, the client's name, address, income level or other basis for determining eligibility, and a description of the services provided to the client. Recipient Department shall maintain the confidentiality of client data and shall not disclose client data, except as required by law or as required by the administration of Grantee Department and Recipient Department's duties under this Agreement.

d. At any time during normal business hours, Recipient Department shall make its records pertaining to this Agreement available to Grantee Department, the State of California, the Federal government, the Comptroller General of the United States, or any of their duly authorized representatives, as often as such agencies deem necessary, to audit, examine, copy, excerpt or transcribe. Within thirty (30) days of Recipient Department's receipt of an audit report that notes deficiencies in such records, Recipient Department shall fully correct such deficiencies. Failure to do so will constitute a violation of this Agreement and may result in Grantee Department requesting that the City of Oxnard Chief Financial Officer withhold future allocations or transfers until such deficiencies are corrected.

e. Recipient Department shall work with Grantee Department to conduct an annual audit that complies with Grantee Department's policies concerning sub-recipient audits.

9. Program Income; Reversion of Assets; Indirect Costs

a. Recipient Department shall report and submit to Grantee Department all Program income, as defined in 24 CFR 570.500(a), generated by Program activities carried out

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

with CDBG funds. Recipient Department may retain and use Program income in accordance with 24 CFR 570.504. All of the provisions of this Agreement shall apply to activities for which Recipient Department uses Program income.

b. At the end of the term of this Agreement, Recipient Department shall allocate or transfer to the City of Oxnard Community Development Block Grant Fund in accordance with 24 CFR 570.503(b)(3) any Program Income (including investments thereof) held by Recipient Department or received by Recipient Department after such date, except as needed for Recipient Department's immediate needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs. Recipient Department shall also transfer to the City of Oxnard Community Development Block Grant Fund any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds.

c. Before requesting reimbursement or an allocation or transfer for indirect costs, Recipient Department shall adopt and obtain Grantee Department's approval of an indirect cost allocation plan for determining the share of such costs to be allocated or transferred.

10. Real and Personal Property

a. (Awards Prior to December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 24 CFR 85.32 through 85.36. (Awards After December 26, 2014): Recipient Department shall procure, use, manage and dispose of personal property in accordance with 2 CFR 200.310 and 2 CFR 200.312 through 2 CFR 200.316.

b. Recipient Department shall comply with City of Oxnard policies concerning the purchase of personal property and shall maintain an inventory record of all nonexpendable personal property, as defined by such policy, that Recipient Department procures with CDBG funds.

c. At the end of the term of this Agreement, all personal property procured by Recipient Department with CDBG funds shall become the property of the City of Oxnard but controlled by Grantee Department.

d. At the end of the term of this Agreement, with regard to any real property under the Recipient Department's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Recipient Department in the form of a loan) in excess of \$25,000, Grantee Department shall determine whether:

i. The real property shall be used to meet one of the national objectives set out in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as Grantee Department determines to be appropriate; or

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

- ii. _____ Recipient Department shall cause the allocation or transfer to the City of Oxnard Community Development Block Grant Fund an amount equal to the current market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property; provided, however, that such allocation or transfer shall not be required after the period of time specified in paragraph (b)(7)(i) of 24 CFR 570.503.

11. Travel And Training

Recipient Department shall obtain Grantee Department's prior written approval to use CDBG funds for travel outside the City of Oxnard. Further, Recipient Department shall obtain Grantee Department's prior written approval to use CDBG funds to engage in training and related activities.

12. Reports

Recipient Department shall submit to Grantee Department quarterly and annual reports concerning the Program in the form and with the content specified by Grantee Department.

13. CDBG Program Recognition

When publishing materials that concern this Agreement, Recipient Department shall ensure recognition of the CDBG program by including a reference to CDBG funds.

14. Conflict of Interest

Recipient Department shall comply with 24 CFR 570.611 with respect to conflicts of interest, and covenants that no Recipient Department employee, agent, consultant or officer who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

15. Equal Employment Opportunity

a. _____ Recipient Department agrees that all persons employed by Recipient Department shall be treated equally by Recipient Department without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

status protected by law, and in compliance with all anti-discrimination laws of the United States of America, the State of California, and City of Oxnard.

b. Recipient Department and any other party with whom the City of Oxnard contracts through Recipient Department for the performance of this Agreement shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Recipient Department shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

16. Contracting

a. Recipient Department shall consult and collaborate with Grantee Department on any contract funded in whole or in part with CDBG funds. Recipient Department shall ensure that all City of Oxnard contracts funded whole or in part with CDBG funds are awarded after fair and open competition.

b. Recipient Department shall regularly monitor City of Oxnard contracts funded in whole or in part with CDBG funds to ensure compliance with this Agreement. Recipient Department shall provide Grantee Department with reports, in the frequency and form that Grantee Department requires, of the results of such monitoring, supported by documentation of Recipient Department's action to correct the compliance of any third party that contracts with the City of Oxnard through Recipient Department and whose compensation is funded in whole or in part with CDBG funds.

c. Recipient Department shall include in any City of Oxnard contract funded in whole or in part with CDBG funds the provisions of this Agreement that impose obligations and duties on Recipient Department, and shall require any third party contracts funded in whole or in part with CDBG funds to require that the party comply therewith.

d. Recipient Department shall provide Grantee Department with all contracts funded in whole or in part with CDBG funds along with documentation of the award process.

17. Amendments

The terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by the duly authorized representatives of both Grantee Department and Recipient Department.

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

18. Entire Agreement

This Agreement constitutes the entire agreement of the Parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[SIGNATURES ON FOLLOWING PAGE]

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

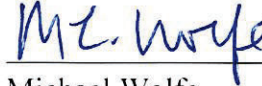
HUD No: B-25-MC-06-0534
Agreement No: 10056-25-HO

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF OXNARD

 4/24/2026
☐ Luis A. Mc Arthur, Mayor¹ Date
☐ Libertad Macias, Purchasing Agent²

OXNARD PUBLIC WORKS DEPARTMENT

 3/19/26
Michael Wolfe, Date
Public Works Director

ATTEST:

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

APPROVED AS TO FORM:

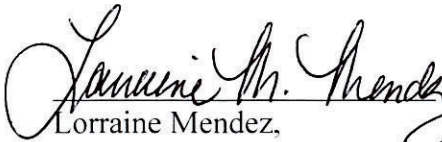
 4/17/2026
Stephen M. Fischer, Date
City Attorney (always required)

Housing Department

APPROVED AS TO CONTENT:

 3/19/26
Brenda Lopez, Date
Housing Director

APPROVAL AS TO FUNDING AVAILABILITY:

 3/18/26
Lorraine Mendez, Date
Grants and Compliance Manager

¹The City Council must authorize and the Mayor must execute any agreement over \$220,000.

²The Purchasing Agent may execute any authorized agreement up to \$220,000.

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534
Agreement No: 10056-25-HO

EXHIBIT A

SCOPE OF SERVICES

Name of Agency: Oxnard Public Works Department

Address: Administration 305 West Third Street, Oxnard, CA

Project Address: Cal Gisler Neighborhood

Project Name: Cal Gisler Neighborhood Street Resurfacing and ADA Improvement (Ash St from S Oxnard Blvd to Saviers Road, E Birch St from California St to Saviers Road, E Cedar St from California St to Saviers Road, California St from Ash St to E Elm St, E Elm St From Saviers Road to California St, E Fir Ave From San Marino St to Montrose St, E Guava St from Saviers Road to Arcadia St, Fir Circle from E Fir Ave to cul de sac north of E Fir Ave, E Iris St from Saviers Road to Arcadia St, E Laurel St from Saviers Road to Arcadia St, Maple St from Gisler Ave to Acacia St, Nectarine St from Gisler Ave to Acacia St, E Olive St from San Marino St to Gisler Ave, Acacia St from E Poplar St to Maple St, Gisler Ave from E Channel Islands Blvd to E Elm St, San Marino St from E Channel Islands Blvd to E Elm St)

The Agency's project is a CDBG Public Facility and Improvements activity defined under 24CFR 570.201(c) and meets the National Objective criteria of benefit to low- and moderate-income person defined under 24CFR570.208(a)(1) by satisfying the Area Benefit subcategory HUD requirements.

1. Program Description and Service Area Determination:

Oxnard Public Works Department Neighborhood Street Resurfacing and ADA Improvement-Cal Gisler project that are being proposed for street reconstruction are among the lowest rating Pavement Condition Index (PCI) in the City. The streets are all Category IV - Poor and Category V - Very Poor. The streets are in critical need of repaving in order to protect the public infrastructure and prevent more costly repairs if left unaddressed. The project will also allow disabled residents to safely cross the streets by integrating curb ramps, sidewalks and driveways that meet ADA requirements in the Cal Gisler neighborhood in Oxnard.

Cal Gisler Neighborhood project is located at Tract 39, BG 1, LMI 75.55%; Census Trct 39; BG2, LMI 64.31%

2. Principle Tasks:

Neighborhood Street Resurfacing and ADA Improvement-Cal Gisler scope of work includes reconstruction of the existing asphalt concrete pavement and installing improvements required by the Americans with Disabilities Act (ADA), such as curb ramps, sidewalks, and driveways, within the Cal Gisler neighborhood of Oxnard. The Work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt; excavation and reconstruction of asphalt pavement failed areas; concrete repairs; adjust utility covers to finished grade; removal and replacement of street name signs; pavement markings and traffic striping. The Work to be done consists of furnishing all materials, equipment, supplies and services, and performing all

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

labor required to complete the proposed improvements and appurtenant Work.

3. Projected Outcomes by Quarter:

<u>Schedule Per Quarter</u>	<u>1st Qtr</u>	<u>2nd Qtr</u>	<u>3rd Qtr</u>	<u>4th Qtr</u>	<u>5th Quarter</u>
Activity	Design/ Engineering	Design/ Engineering	Plan Check/ Bid	Mobilization/ Construction	Construction/ Demobilization/ Project Complete
Project Completion Date	June 30, 2027				

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534
Agreement No: 10056-25-HO

EXHIBIT B

BUDGET

Name of Agency: Oxnard Public Works Department

Address: Administration 305 West Third Street, Oxnard, CA

Project Name: Neighborhood Street Resurfacing and ADA Improvement-Cal Gisler

(Ash St from S Oxnard Blvd to Saviers Road, E Birch St from California St to Saviers Road, E Cedar St from California St to Saviers Road, California St from Ash St to E Elm St, E Elm St From Saviers Road to California St, E Fir Ave From San Marino St to Montrose St, E Guava St from Saviers Road to Arcadia St, Fir Circle from E Fir Ave to cul de sac north of E Fir Ave, E Iris St from Saviers Road to Arcadia St, E Laurel St from Saviers Road to Arcadia St, Maple St from Gisler Ave to Acacia St, Nectarine St from Gisler Ave to Acacia St, E Olive St from San Marino St to Gisler Ave, Acacia St from E Poplar St to Maple St, Gisler Ave from E Channel Islands Blvd to E Elm St, San Marino St from E Channel Islands Blvd to E Elm St)

A. BUDGET NARRATIVE:

The CDBG grant will fund the construction costs of the project. This includes resurfacing the existing asphalt concrete pavement and installing improvements required by the Americans with Disabilities Act (ADA), such as curb ramps, sidewalks, and driveways, within the Cal Gisler neighborhood.

B. Budget:

Total Budgeted Amount -Not to Exceed \$100,000

Budget Categories	Budget Total
Construction	\$100,000
TOTAL	\$100,000

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534
Agreement No: 10056-25-HO

EXHIBIT C (for LMA)

QUARTERLY PERFORMANCE REPORT

Name of Agency: Oxnard Public Works Department

Address: Administration 305 West Third Street, Oxnard, CA

Project Address: Cal Gisler Neighborhood

Project Name: Cal-Gisler Neighborhood Street Resurfacing and ADA Improvement

Oxnard Public Works Department shall submit to the City of Oxnard-Housing Department quarterly performance reports, the 15th day of the following month of each quarter, or as otherwise agreed, which shall be a statement of accomplishments to date to meet the specified goal. These reports shall be sufficient in detail to provide a sound basis for HUD to effectively monitor performance under this sub-recipient agreement and must trace the funds award to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable law. The (1) final evaluation report, necessary data to complete the Consolidated Annual Performance Report (CAPER) in accordance with HUD requirements, and (2) any such other reports should be submitted as the City shall require.

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534
Agreement No: 10056-25-HO

City of Oxnard

Fiscal Year

QUARTER PERFORMANCE REPORT

Name of the Organization:

Name of Project:

Agreement Number:

Geographic Service Area: (Please check the appropriate box)

City Wide:

☐

Census Tract/Block Number/Neighborhood:

☐

(Please list all census tract/block numbers covering your service area)

Quarterly/Annual Accomplishments Narrative: (Describe the progress toward achieving accomplishments in the program year)

Clearance and Demolition or Cleanup Contaminated Site Project: Only if;

Enter the number of accomplishments achieved during the program year being reported.

Actual Units:

BUDGET AND EXPENDITURES

Approved CDBG Budget:

CDBG Requested Amount to Date

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534

Agreement No: 10056-25-HO

Remaining Balance:	
Program Income Received (as applicable):	

Quarter	Expenditures	Year-to-Date	Balance Available
1			
2			
3			
4			
5			
6			
TOTAL:			

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

**Authorized
Signature:**

Date:

Title:

GRANT MASTER AGREEMENT - INTERDEPARTMENTAL AGREEMENT

HUD No: B-25-MC-06-0534
Agreement No: 10056-25-HO

CITY OF OXNARD
GRANTS MANAGEMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL PERFORMANCE REPORT
FISCAL YEAR

Project Name:

Address of Project:

Agreement Number:

Original Budgeted Amount: \$

Fiscal Year:

Today Date:

ACCOMPLISHMENTS - Describe accomplishments of completed project.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812)

Authorized Signature: _____ **Date:** _____

Title: _____

**EXHIBIT D
OTHER CDBG REQUIREMENTS**

I. OTHER FEDERAL PROGRAM REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) INCORPORATED BY REFERENCE

- 42 U.S.C. §§ 5301 et seq. - Congressional findings and declaration of purpose
- 24 CFR Part 570 – CDBG Regulations
- 24 CFR 570.502 Applicability of uniform administrative requirements.
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Public Records
- Chapter 14, City of Oxnard Municipal Code
- 200.233 Record Retention
- 24 CFR 570.506 (b)(4) Recordkeeping for homebuyer assistance programs
- 2 CFR 200.343 “Closeout” applies to closeout of Subrecipients.
- Audit Requirements 24 CFR 570.610; 2 CFR 200, Subpart F
- Section 109 of the Housing and Community Development Act, Non-Discrimination in Federally Assisted Programs; 24 CFR 570.602 Affirmatively Furthering Fair Housing
- Title VI of the Civil Rights Act of 1964; 24 CFR Part 1
- Title 41 Public Contracts and Property Management; 41 CFR Part 60
- Title VI of the Civil Rights Act of 1964, as amended "Fair Housing Act" 2 U.S. C. 3601; 24 CFR Parts 100-108
- Non-Discrimination Based on Age or Handicap; 24 CFR 570.614
- Age Discrimination Act of 1975, as amended; 24 CFR Part 146
- Section 504 of the Rehabilitation Act of 1973; 24 CFR Part 8
- Section 570.614 Architectural Barriers Act and American with Disabilities Act
- Build America, Buy America Act's (BABA) Buy American Preference (BAP); 2 CFR Part 184
- Employment and Contracting Opportunities; 24 CFR 570.607
- Section 3 of the Housing and Urban Development Act of 1968; 24 CFR Part 75 Minority/Women's Business Enterprise; 2 CFR 200.321; Executive Order; 12138
- Use of Disbarred, Suspended or Ineligible Contractors or Subrecipients; 24 CFR Part 24; 29 CFR 5.12(a)(1); 2 CFR 2424; 24 CFR 5; 2 CFR 570.609; 2 CFR 180.220; 2 CFR 200.206(d)

- Labor Standards ; 24 CFR 570.603
- Section 110(a) of the HCDA for non-volunteer labor or Section 110(b) for volunteer labor for housing units designed for residential use for eight or more families.
- Relating to the Use of Volunteers; 24 CFR Part 70 HUD 4010 Federal Labor Standards Provisions
- Davis Bacon Act 29 CFR Parts 1, 3, 5, 6, and 7 Copeland Anti-Kickback Act
- Contract Hours and Safety Standards Act (CWHSSA) for properties designed for residential use for eight or more families.
- Volume 1 Lead -based Paint; 24 CFR Part 570.608
- Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846)
- Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856)
- 24 CFR Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- Environmental Standards; 24 CFR Section 570.604
- National Environmental Protection Act of 1960, 24 CFR Part 58 National Flood Insurance; 24 CFR 570.605
- Flood Disaster Protection Act of 1973 42 u.s.c. 4001; 42 u.s.c. 4106
- Displacement, Relocation Assistance and Real Property Acquisition; 24 CFR Section 570.606 49 CFR Part 24
- 24 CFR Part 42 – Displacement, Relocation Assistance, And Real Property Acquisition for HUD And HUD-Assisted Programs
- New Restrictions on Lobbying ; 24 CFR Part 87
- Eligibility Restrictions for certain resident aliens; 24 CFR Section 570.613 24 CFR Part 49
- Conflict of Interest; 24 CFR 570.611

EXHIBIT G

**GRANT OF NON-EXCLUSIVE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BY
AND BETWEEN THE CITY OF OXNARD AND TORO ENTERPRISES, INC.**

**AGREEMENT MUST BE SIGNED BY AWARDED CONTRACTOR WHEN STAGING IN THE
CITY PROPERTY**

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 Toro Enterprises, Inc., 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 Extended Expiration Date shall be accompanied by revised proposed scope of services and shall require the prior written approval of the Grantor.

Section 6. TERMINATION OR SUSPENSION

If Grantee is in violation of the terms and conditions set forth herein, this Agreement may be terminated or suspended provided Grantor provides Grantee with written notice of such violation. Grantee shall have thirty (30) calendar days from the date of receiving said written notice of violation, to cure such violation. In the event Grantee fails to cure the violation within the time prescribed herein, Grantor has the right but not the obligation to terminate this agreement at which point Grantee shall remove all of Grantee's or its contractors equipment materials and fencing, etc. and shall restore the Subject Properties to its original conditions.

Section 7. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

Section 8. NOTICES

a. Any notice to be provided pursuant to this Agreement 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 THE GRANTOR:	CITY OF OXNARD Attn: Public Works Director 305 W. Third Street, East Wing, Third Floor Oxnard, CA 93030
------------------------	--

TO THE GRANTEE:	TORO ENTERPRISES, INC. Attn: Trent Royale, President 2101 Ventura Blvd Oxnard, CA 93031
------------------------	--

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

c. The parties to this Agreement may change their notification addresses from time to time upon written notice to one another.

Section 9. INSURANCE

14. INSURANCE

Grantee shall procure and maintain at its own expense at all times during the period covered by this Agreement the following policies of insurance as approved by the City's Risk Manager as set forth in INS-X attached.

Section 10. INTERPRETATION

Any rule of construction which states that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Section 11. WAIVER

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.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry and Indemnification Agreement to be executed as of _____, _____.

GRANTOR

The City of Oxnard

By: _____
Michael L. Wolfe, P.E.
Public Works Director

Approved as to Form

By: _____
Stephen M. Fischer
City Attorney

GRANTEE

Toro Enterprises, Inc.

By: _____
Trent Royle
President

ATTACHMENT A

(SUBJECT PROPERTIES) Parcel Numbers:

EXHIBIT H
DAVIS-BACON WAGE DECISION

"General Decision Number: CA20260015 05/18/2026**EXHIBIT H
DAVIS-BACON WAGE DECISION**

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
Ventura

Building Construction Projects

Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)

Heavy Construction Projects (excludes water well drilling)

Highway Construction Projects

Modification Number	Publication Date
2	01/23/2026
3	05/18/2026

ASBE0005-002 07/01/2024

Rates

Fringes

ASBESTOS WORKERS/INSULATOR (INCLUDES THE
APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE
COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF
MECHANICAL SYSTEMS).....\$ 56.32

FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING
MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN
WALLS, FLOORS, CEILINGS AND CURTAIN WALLS).....\$ 39.94

26.52

20.65

ASBE0005-002 09/01/2024

Rates

Fringes

ASBESTOS WORKERS/INSULATOR (INCLUDES THE
APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE
COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF
MECHANICAL SYSTEMS).....\$ 56.32

FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING
MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN
WALLS, FLOORS, CEILINGS AND CURTAIN WALLS).....\$ 39.94

26.52

20.65

ASBE0005-004 07/04/2022

Rates

Fringes

ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER
(INCLUDES PREPARATION, WETTING, STRIPPING,
REMOVAL, SCRAPPING, VACUUMING, BAGGING AND
DISPOSING OF ALL INSULATION MATERIALS FROM
MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS
OR NOT).....\$ 23.52

13.37

BOIL0092-003 01/01/2024

Rates

Fringes

BOILERMAKER.....\$ 51.98

42.11

BRCA0004-012 05/01/2024

EXHIBIT H

Rates

DAVIS-BACON WAGE DECISION

Fringes

BRICKLAYER; MARBLE SETTER *THE WAGE SCALE FOR
PREVAILING WAGE PROJECTS PERFORMED IN BLYTHE, CHINA
LAKE, DEATH VALLEY, FORT IRWIN, TWENTY-NINE PALMS,
NEEDLES AND 1-15 CORRIDOR (BARSTOW TO THE NEVADA
STATE LINE) WILL BE THREE DOLLARS (\$3.00) ABOVE THE
STANDARD SAN BERNARDINO/RIVERSIDE COUNTY HOURLY
WAGE RATE.....\$ 50.07 20.29

BRCA0018-004 06/01/2024

Rates

Fringes

TILE LAYER.....\$ 51.82 19.32
TILE FINISHER.....\$ 37.96 13.77
MARBLE FINISHER.....\$ 43.38 15.36

BRCA0018-010 09/01/2024

Rates

Fringes

TERRAZZO WORKER/SETTER.....\$ 49.62 15.26
TERRAZZO FINISHER.....\$ 42.11 14.67

CARP0213-001 07/01/2025

Rates

Fringes

CARPENTER: (7) TABLE POWER SAW OPERATOR
FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF
OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN
WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION
WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED
HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST
WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE
FOR BACK FORMS (WHICH WORK IS PERFORMED BY
PILEDRIERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.34 26.18

CARPENTER: (6) SCAFFOLD BUILDER FOOTNOTE: WORK
OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS
OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL
LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS
DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT
PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE
IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS
(WHICH WORK IS PERFORMED BY PILEDRIERS): \$0.13 PER
HOUR ADDITIONAL.....\$ 45.37 25.43

CARPENTER: (5) SAWFILER FOOTNOTE: WORK OF
FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR
STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL
LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS
DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT
PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE
IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS
(WHICH WORK IS PERFORMED BY PILEDRIERS): \$0.13 PER
HOUR ADDITIONAL.....\$ 52.34 26.18

CARPENTER: (4) PNEUMATIC NAILER, POWER STAPLER
FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF
OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN
WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION
WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED
HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST
WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE
FOR BACK FORMS (WHICH WORK IS PERFORMED BY
PILEDRIERS): \$0.13 PER HOUR ADDITIONAL.....\$ 52.37 26.18

CARPENTER: (3) PILEDRIERMEN/DERRICK BARGEMAN,
BRIDGE OR DOCK CARPENTER, HEAVY FRAMER, ROCK
BARGEMAN OR SCOWMAN, ROCKSLINGER, SHINGLER

EXHIBIT H

DAVIS-BACON WAGE DECISION

(COMMERCIAL) FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR

ADDITIONAL.....\$ 52.37 26.18

CARPENTER: (2) MILLWRIGHT FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER

ADDITIONAL.....\$ 52.24 26.68

CARPENTER: (1) CARPENTER, CABINET INSTALLER, INSULATION INSTALLER, HARDWOOD FLOOR WORKER AND ACOUSTICAL INSTALLER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR

ADDITIONAL.....\$ 52.24 26.18

CARP0213-002 07/01/2025

Rates

Fringes

DIVER: (4) ASSISTANT TENDER AMOUNTS IN "'RATES'

COLUMN ARE PER DAY.....\$ 418.96 26.18

DIVER: (3) TENDER AMOUNTS IN "'RATES' COLUMN ARE

PER DAY.....\$ 442.96 26.18

DIVER: (2) STANDBY AMOUNTS IN "'RATES' COLUMN ARE

PER DAY.....\$ 450.96 26.18

DIVER: (1) WET AMOUNTS IN "'RATES' COLUMN ARE PER

DAY.....\$ 901.92 26.18

CARP0213-004 07/01/2025

Rates

Fringes

DRYWALL (STOCKER/SCRAPPER).....\$ 21.45 11.27

DRYWALL (DRYWALL INSTALLER/LATHER).....\$ 52.24 26.18

CARP0721-001 07/01/2025

Rates

Fringes

MODULAR FURNITURE INSTALLER.....\$ 25.00 13.06

ELEC0952-001 06/30/2025

Rates

Fringes

ELECTRICIANS: CABLE SPLICER ALL WORK WITHIN 32 ROAD MILES FROM THE NEAREST BASE POINT ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:

ADD \$5.00 TO THE BASIC HOURLY RATE. BASE POINTS:

THE MAIN POST OFFICE IN THE CITIES OF CAMARILLO,

OAK VIEW, OXNARD, SANTA PAULA AND VENTURA.....\$ 58.40 31.72

ELEC0952-005 12/31/2024

Rates

Fringes

EXHIBIT H**DAVIS-BACON WAGE DECISION**

COMMUNICATIONS SYSTEM: INSTALLER COMMUNICATIONS AND SYSTEMS WORK SCOPE OF WORK: INSTALLATION, TESTING, SERVICE AND MAINTENANCE OF SYSTEMS UTILIZING THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATIONAL, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEMS, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, FIRE ALARM (SEE LAST PARAGRAPH BELOW) AND LOW VOLTAGE MASTER CLOCK SYSTEMS IN COMMERCIAL BUILDINGS. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, CONDUIT SYSTEMS, LINE VOLTAGE WORK, AND ENERGY MANAGEMENT SYSTEMS. DOES NOT COVER WORK PERFORMED AT CHINA LAKE NAVAL ORDNANCE TEST STATION. FIRE ALARM WORK SHALL BE PERFORMED AT THE CURRENT INSIDE WIREMAN TOTAL COST PACKAGE.....\$ 46.47

19.22

ELEV0018-001 01/01/2025

Rates

Fringes

ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....\$ 69.43

38.44

ENGI0012-004 08/01/2025

Rates

Fringes

OPERATOR, POWER EQUIPMENT: (6) BARGE MATE (DREDGING).....\$ 61.34
 OPERATOR, POWER EQUIPMENT: (5) FIREMAN-OILER, DECKHAND, BARGEMAN, LEVEEHAND (DREDGING).....\$ 60.73
 OPERATOR, POWER EQUIPMENT: (4) WINCH OPERATOR (STERN WINCH ON DREDGE) (DREDGING).....\$ 61.27
 OPERATOR, POWER EQUIPMENT: (3) DECKMATE (DREDGING)..\$ 61.82
 OPERATOR, POWER EQUIPMENT: (2) DREDGE DOZER (DREDGING).....\$ 61.93
 OPERATOR, POWER EQUIPMENT: (1) LEVERMAN (DREDGING)..\$ 67.90

40.95

40.95

40.95

40.95

40.95

40.95

ENGI0012-024 07/01/2025

Rates

Fringes

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 7- Tunnel mole boring machine operator PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp

EXHIBIT H DAVIS-BACON WAGE DECISION

Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.91 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 6- Heavy Duty Repairman PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.79 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 5- Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.68 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 4- Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.46 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 3- Dinkey locomotive or motorperson (up to and including 10 tons) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely

EXHIBIT H DAVIS-BACON WAGE DECISION

Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.32 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 2- Power-driven jumbo form setter operator PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.03 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 1- Skiploader (wheel type up to 3/4 yd. without attachment) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 65.25 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 13 Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons).....\$ 70.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 12- Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 69.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 11- Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and

EXHIBIT H DAVIS-BACON WAGE DECISION

including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 68.75
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 10- Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.75
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 9 Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.75
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 8 Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,

33.20

33.20

33.20

EXHIBIT H

DAVIS-BACON WAGE DECISION

FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.58 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 7 PEDESTAL CRANE OPERATOR; SHOVEL, BACKHOE, DRAGLINE, CLAMSHELL OPERATOR (OVER 5 CU. YDS. MRC); TOWER CRANE REPAIR; TUGGER HOIST OPERATOR (3 DRUM) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 6 Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.29 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 5 HYDRAULIC BOOM TRUCK; STINGER CRANE (AUSTIN-WESTERN OR SIMILAR TYPE); TUGGER HOIST OPERATOR (1 DRUM) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 4- Bridge-type unloader and turntable operator; Helicopter hoist operator PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE,

EXHIBIT H DAVIS-BACON WAGE DECISION

VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.96 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 3- A-frame or winch truck operator; Ross carrier operator (jobsite) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.82 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.53 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 1- Engineer oiler; Fork lift operator (includes loed, lull or similar types) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.\$ 64.75 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 25- CONCRETE PUMP OPERATOR-TRUCK MOUNTED; RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); SPYDER EXCAVATOR OPERATOR, WITH ALL ATTACHMENTS PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:

EXHIBIT H DAVIS-BAÇON WAGE DECISION

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.

\$ 68.08

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 24- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,

OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK);

RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL

SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK)

PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING

MILITARY BASES: CHINA LAKE NAVAL RESERVE,

VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,

FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP

LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE

BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT

UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE

CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.91

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 23- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,

OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY

WAGON AND SIMILAR TYPES WITH ANY AND ALL

ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50

YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT

OPERATOR, OPERATING WITH THE TANDEM PUSH-PULL

SYSTEM (MULTIPLE ENGINE, UP TO AND INCLUDING 25

YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL

BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE

FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE,

VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,

FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP

LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE

BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT

UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE

CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.79

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 22- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,

OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS.

STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE

PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE

FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE,

VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,

FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP

LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE

BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT

UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE

CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.68

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 21- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR,

OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING

COMPACTION UNITS - MULTIPLE ENGINE, EUCLID,

CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS.

STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE

PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE

EXHIBIT H DAVIS-BACON WAGE DECISION

FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.58

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2-0 RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.41

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 19- ROTEX CONCRETE BELT OPERATOR (OR SIMILAR TYPES); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS.AND UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.29

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 18- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE

EXHIBIT H DAVIS-BACON WAGE DECISION

BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 17- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 50 CU. YDS. STRUCK); TANDEM TRACTOR OPERATOR (OPERATING CRAWLER TYPE TRACTORS IN TANDEM - QUAD 9 AND SIMILAR TYPE) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.08 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 16- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.91 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 15- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE-UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.79 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP

EXHIBIT H DAVIS-BACON WAGE DECISION

14- CANAL LINER OPERATOR; CANAL TRIMMER OPERATOR; REMOTE- CONTROL EARTH-MOVING EQUIPMENT OPERATOR (OPERATING A SECOND PIECE OF EQUIPMENT: \$1.00 PER HOUR ADDITIONAL); WHEEL EXCAVATOR OPERATOR (OVER 750 CU. YDS.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.71 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP

13- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.68 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP

12- AUTO GRADER OPERATOR; AUTOMATIC SLIP FORM OPERATOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD, AUGER 200 CA OR SIMILAR TYPES - WATSON, AUGER 6000 OR SIMILAR TYPES - HUGHES SUPER DUTY, AUGER 200 OR SIMILAR TYPES - DRILLING DEPTH OF 175' MAXIMUM); HOE RAM OR SIMILAR WITH COMPRESSOR; MASS EXCAVATOR OPERATOR LESS THA 750 CU. YARDS; MECHANICAL FINISHING MACHINE OPERATOR; MOBILE FORM TRAVELER OPERATOR; MOTOR PATROL OPERATOR (MULTI-ENGINE); PIPE MOBILE MACHINE OPERATOR; RUBBER-TIRED EARTH- MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); RUBBER-TIRED SELF- LOADING SCRAPER OPERATOR (PADDLE-WHEEL-AUGER TYPE SELF-LOADING - TWO (2) OR MORE UNITS) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.58 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP

10- DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 200 B BUCKET OR SIMILAR TYPES-WATSON 3000 OR 5000 AUGER OR SIMILAR TYPES-TEXOMA 900 AUGER OR SIMILAR TYPES-DRILLING DEPTH OF 105' MAXIMUM); DUAL DRUM MIXER, DYNAMIC COMPACTOR LDC350 (OR SIMILAR TYPES); MONORAIL LOCOMOTIVE OPERATOR (DIESEL, GAS OR ELECTRIC); MOTOR PATROL-BLADE

EXHIBIT H DAVIS-BACON WAGE DECISION

OPERATOR (SINGLE ENGINE); MULTIPLE ENGINE TRACTOR OPERATOR (EUCLID AND SIMILAR TYPE-EXCEPT QUAD 9 CAT.); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, OVER 50 YDS. STRUCK); PNEUMATIC PIPE RAMMING TOOL AND SIMILAR TYPES; PRESTRESSED WRAPPING MACHINE OPERATOR; RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER TIRED EARTH MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR OVER 25 YDS. AND UP TO 50 YDS. STRUCK), TOWER CRANE REPAIRMAN; TRACTOR LOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 6-1/2 YDS.); WOODS MIXER OPERATOR (AND SIMILAR PUGMILL EQUIPMENT) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.41

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 8- ASPHALT OR CONCRETE SPREADING OPERATOR (TAMPING OR FINISHING); ASPHALT PAVING MACHINE OPERATOR (BARBER GREENE OR SIMILAR TYPE); ASPHALT-RUBBER DISTRIBUTION OPERATOR; BACKHOE OPERATOR (UP TO AND INCLUDING 3/4 YD.), SMALL FORD, CASE OR SIMILAR TYPES; CABLE BUNDLING MACHINE OPERATOR (EXCLUDING HANDHELD); CABLE TRENCHING MACHINE OPERATOR (SPIDER PLOW OR SIMILAR TYPES) CAST-IN-PLACE PIPE LAYING MACHINE OPERATOR; COMBINATION MIXER AND COMPRESSOR OPERATOR (GUNITE WORK); COMPACTOR OPERATOR (SELF-PROPELLED); CONCRETE MIXER OPERATOR (PAVING); CRUSHING PLANT OPERATOR; DRILL DOCTOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 150 BUCKET OR SIMILAR TYPES - WATSON 1500, 2000 2500 AUGER OR SIMILAR TYPES - TEXOMA 700, 800 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 60' MAXIMUM); ELEVATING GRADER OPERATOR; GRADE CHECKER; GRADALL OPERATOR; GROUTING MACHINE OPERATOR; HEAVY-DUTY REPAIRMAN; HEAVY EQUIPMENT ROBOTICS OPERATOR; KALAMAZOO BALLISTE REGULATOR OR SIMILAR TYPE; KOLMAN BELT LOADER AND SIMILAR TYPE; LE TOURNEAU BLOB COMPACTOR OR SIMILAR TYPE; LOADER OPERATOR (ATHEY, EUCLID, SIERRA AND SIMILAR TYPES); MOBARK CHIPPER OR SIMILAR; OZZIE PADDOR OR SIMILAR TYPES; P.C. SLOT SAW; PNEUMATIC CONCRETE PLACING MACHINE OPERATOR (HACKLEY-PRESSWELL OR SIMILAR TYPE); PUMPCRETE GUN OPERATOR; RCM CEMENTING UNIT OPERATOR, RAIL/SWITCH GRINDER OPERATOR (HARSCO OR SIMILAR TYPES) ROCK DRILL OR SIMILAR TYPES; ROTARY DRILL OPERATOR (EXCLUDING CAISSON TYPE); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE UP TO AND INCLUDING 25 YDS. STRUCK); RUBBER-TIRED SCRAPER OPERATOR (SELF-LOADING PADDLE WHEEL TYPE-JOHN DEERE, 1040 AND SIMILAR SINGLE UNIT); SELF- PROPELLED CURB AND GUTTER MACHINE OPERATOR; SHUTTLE BUGGY; SKIPLOADER

33.20

EXHIBIT H DAVIS-BACON WAGE DECISION

OPERATOR (CRAWLER AND WHEEL TYPE OVER 1-1/2 YDS. UP TO AND INCLUDING 6-1/2 YDS.); SOIL REMEDIATION PLANT OPERATOR; SURFACE HEATERS AND PLANER OPERATOR; TRACTOR COMPRESSOR DRILL COMBINATION OPERATOR; TRACTOR OPERATOR (ANY TYPE LARGER THAN D-5 - 100 FLYWHEEL H.P. AND OVER, OR SIMILAR-BULLDOZER, TAMPER, SCRAPER AND PUSH TRACTOR SINGLE ENGINE); TRACTOR OPERATOR (BOOM ATTACHMENTS), TRAVELING PIPE WRAPPING, CLEANING AND BENDING MACHINE OPERATOR; TRENCHING MACHINE OPERATOR (OVER 6 FT. DEPTH CAPACITY, MANUFACTURER'S RATING); TRENCHING MACHINE WITH ROAD MINER ATTACHMENT (OVER 6 FT DEPTH CAPACITY): ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM MECHANIC; WATER PULL (COMPACTION) OPERATOR PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.29

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 6- ARTICULATING MATERIAL HAULER; ASPHALT PLANT ENGINEER; BATCH PLANT OPERATOR; BIT SHARPENER; CONCRETE JOINT MACHINE OPERATOR (CANAL AND SIMILAR TYPE); CONCRETE PLANER OPERATOR; DANDY DIGGER; DECK ENGINE OPERATOR; DERRICKMAN (OILFIELD TYPE); DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 100 BUCKET OR SIMILAR TYPES - WATSON 1000 AUGER OR SIMILAR TYPES - TEXOMA 330, 500 OR 600 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 45' MAXIMUM); DRILLING MACHINE OPERATOR; HYDROGRAPHIC SEEDER MACHINE OPERATOR (STRAW, PULP OR SEED), JACKSON TRACK MAINTAINER, OR SIMILAR TYPE; KALAMAZOO SWITCH TAMPER, OR SIMILAR TYPE; MACHINE TOOL OPERATOR; MAGINNIS INTERNAL FULL SLAB VIBRATOR, MECHANICAL BERM, CURB OR GUTTER(CONCRETE OR ASPHALT); MECHANICAL FINISHER OPERATOR (CONCRETE, CLARY-JOHNSON-BIDWELL OR SIMILAR); MICRO TUNNEL SYSTEM (BELOW GROUND); PAVEMENT BREAKER OPERATOR (TRUCK MOUNTED); ROAD OIL MIXING MACHINE OPERATOR; ROLLER OPERATOR (ASPHALT OR FINISH), RUBBER-TIRED EARTH MOVING EQUIPMENT (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK); SELF-PROPELLED TAR PIPELINING MACHINE OPERATOR; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE, OVER 3/4 YD. AND UP TO AND INCLUDING 1-1/2 YDS.); SLIP FORM PUMP OPERATOR (POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR CONCRETE FORMS); TRACTOR OPERATOR-BULLDOZER, TAMPER-SCRAPER (SINGLE ENGINE, UP TO 100 H.P. FLYWHEEL AND SIMILAR TYPES, UP TO AND INCLUDING D-5 AND SIMILAR TYPES); TUGGER HOIST OPERATOR (1 DRUM); ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR; VACUUM BLASTING MACHINE OPERATOR PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP

EXHIBIT H

DAVIS-BACON WAGE DECISION

PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 4- ASPHALT PLANT FIREMAN; BACKHOE OPERATOR (MINI-MAX OR SIMILAR TYPE); BORING MACHINE OPERATOR; BOXMAN OR MIXERMAN (ASPHALT OR CONCRETE); CHIP SPREADING MACHINE OPERATOR; CONCRETE CLEANING DECONTAMINATION MACHINE OPERATOR; CONCRETE PUMP OPERATOR (SMALL PORTABLE);DIRECT PUSH OPERATOR (GEOPROBE OR SIMILAR TYPES) DRILLING MACHINE OPERATOR, SMALL AUGER TYPES (TEXOMA SUPER ECONOMATIC OR SIMILAR TYPES - HUGHES 100 OR 200 OR SIMILAR TYPES - DRILLING DEPTH OF 30' MAXIMUM); EQUIPMENT GREASER (GREASE TRUCK); GUARD RAIL POST DRIVER OPERATOR; HIGHLINE CABLEWAY SIGNALMAN; HYDRA-HAMMER-AERO STOMPER; MICRO TUNNELING (ABOVE GROUND TUNNEL); POWER CONCRETE CURING MACHINE OPERATOR; POWER CONCRETE SAW OPERATOR; POWER-DRIVEN JUMBO FORM SETTER OPERATOR; POWER SWEEPER OPERATOR; ROCK WHEEL SAW/TRENCHER; ROLLER OPERATOR (COMPACTING); SCREED OPERATOR (ASPHALT OR CONCRETE); TRENCHING MACHINE OPERATOR (UP TO 6 FT.); VACUUM OR MUCH TRUCK PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON

WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.96 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 3- ASPHALT-RUBBER BLEND OPERATOR; BOBCAT OR SIMILAR TYPE (SKID STEER); EQUIPMENT GREASER (RACK); FORD FERGUSON (WITH DRAGTYPE ATTACHMENTS); HELICOPTER RADIOMAN (GROUND); STATIONARY PIPE WRAPPING AND CLEANING MACHINE OPERATOR PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON

WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 64.67 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2- ASPHALT-RUBBER PLANT OPERATOR (NURSE TANK OPERATOR);COIL TUBING RIG OPERATOR, CONCRETE MIXER OPERATOR-SKIP TYPE; CONVEYOR OPERATOR; FIREMAN; FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES OVER 5 TONS; HYDROSTATIC PUMP OPERATOR; OILER CRUSHER (ASPHALT OR CONCRETE PLANT); PETROMAT LAYDOWN MACHINE; PJU SIDE DUM JACK; SCREENING AND CONVEYOR MACHINE OPERATOR (OR SIMILAR TYPES); SKIPLOADER (WHEEL TYPE UP TO 3/4 YD. WITHOUT ATTACHMENT); TAR POT FIREMAN; TEMPORARY HEATING

EXHIBIT H DAVIS-BACON WAGE DECISION

PLANT OPERATOR; TRENCHING MACHINE OILER PREMIUM
 PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER
 EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY
 BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB,
 POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO
 ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE
 YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP
 PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK
 IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR
 ADDITIONAL. COMBINATION MIXER AND COMPRESSOR
 OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A
 CONCRETE MOBILE MIXER OPERATOR.....\$ 64.18 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
 1- BARGEMAN; BRAKEMAN; COMPRESSOR OPERATOR; DITCH
 WITCH, WITH SEAT OR SIMILAR TYPE EQUIPMENT;
 ELEVATOR OPERATOR-INSIDE; ENGINEER OILER; FORKLIFT
 OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES
 UNDER 5 TONS; GENERATOR OPERATOR; GENERATOR, PUMP
 OR COMPRESSOR PLANT OPERATOR; PUMP OPERATOR;
 SIGNALMAN; SWITCHMAN PREMIUM PAY: \$10.00 PER HOUR
 SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK
 ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL
 RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY
 NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE,
 MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29
 PALMS MARINE BASE AND CAMP PENDLETON WORKERS
 REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS
 MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL.
 COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE
 WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER
 OPERATOR.....\$ 63.40 33.20

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL).\$ 50.70		35.15
IRONWORKER (FENCE ERECTOR).....\$ 45.78		26.51

LAB00300-005 07/01/2025

	Rates	Fringes
ASBESTOS REMOVAL LABORER SCOPE OF WORK: INCLUDES SITE MOBILIZATION, INITIAL SITE CLEANUP, SITE PREPARATION, REMOVAL OF ASBESTOS-CONTAINING MATERIAL AND TOXIC WASTE, ENCAPSULATION, ENCLOSURE AND DISPOSAL OF ASBESTOS- CONTAINING MATERIALS AND TOXIC WASTE BY HAND OR WITH EQUIPMENT OR MACHINERY; SCAFFOLDING, FABRICATION OF TEMPORARY WOODEN BARRIERS AND ASSEMBLY OF DECONTAMINATION STATIONS...\$ 46.48		25.93

LAB00345-001 07/01/2025

	Rates	Fringes
LABORER, GUNITE: GROUP 3 REBOUNDMEN FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES. WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK		

EXHIBIT H DAVIS-BACON WAGE DECISION

MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN
75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE
THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35
CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION
WAGE RATE.....\$ 51.39 23.77

LABORER, GUNITE: GROUP 2 GUNMEN FOOTNOTE: GUNITE
PREMIUM PAY: WORKERS WORKING FROM A BOSN'S
CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL
RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING
APPLICABLE CLASSIFICATION RATES. WORKERS DOING
GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL
RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING
APPLICABLE CLASSIFICATION RATES, PAID ON A
PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN
OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR
SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS
IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK
MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN
75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE
THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35
CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION
WAGE RATE.....\$ 54.93 23.77

LABORER, GUNITE: GROUP 1 RODMEN, NOZZLEMEN
FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING
FROM A BOSN'S CHAIR OR SUSPENDED FROM A ROPE OR
CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE
FOREGOING APPLICABLE CLASSIFICATION RATES.
WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A
TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE
FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON
A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON,
IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR
OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE
IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH
WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE
THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED
ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT
35 CENTS PER HOUR ABOVE THE APPLICABLE
CLASSIFICATION WAGE RATE.....\$ 55.88 23.77

LABO0585-001 07/01/2025

Rates

Fringes

LABORER, TUNNEL: GROUP 4: DIAMOND DRILLER;
SANDBLASTER; SHAFT AND RAISE WORK.....\$ 55.07 25.74

LABORER, TUNNEL: GROUP 3: BLASTER, DRILLER, POWDER
PERSON; CHEMICAL GROUT JET PERSON; CHERRY PICKER
PERSON; GROUT GUN PERSON; GROUT MIXER PERSON; GROUT
PUMP PERSON; JACKLEG MINER; JUMBO PERSON; KEMPER
AND OTHER PNEUMATIC CONCRETE PLACER OPERATOR;
MINER, TUNNEL (HAND OR MACHINE); NOZZLE PERSON;
OPERATING OF TROWELING AND/OR GROUTING MACHINES;
POWDER PERSON (PRIMER HOUSE); PRIMER PERSON;
SANDBLASTER; SHOTCRETE PERSON; STEEL FORM RAISER
AND SETTER; TIMBER PERSON, RETIMBER PERSON, WOOD OR
STEEL; TUNNEL CONCRETE FINISHER\$ 54.38 25.74

LABORER, TUNNEL: GROUP 2: CHUCKTENDER, CABLETENDER;
LOADING AND UNLOADING AGITATOR CARS; VIBRATOR
PERSON, JACK HAMMER, PNEUMATIC TOOLS (EXCEPT
DRILLER); BULL GANG MUCKER, TRACK PERSON; CONCRETE
CREW, INCLUDING RODDER AND SPREADER\$ 53.92 25.74

LABORER, TUNNEL: GROUP 1: BATCH PLANT LABORER;
CHANGEHOUSE PERSON; DUMP PERSON; DUMP PERSON
(OUTSIDE); SWAMPER (BRAKE PERSON AND SWITCH PERSON
ON TUNNEL WORK); TUNNEL MATERIALS HANDLING PERSON;

EXHIBIT H

DAVIS-BAÇON WAGE DECISION

NIPPER; POT TENDER, USING MASTIC OR OTHER MATERIALS
(FOR EXAMPLE, BUT NOT BY WAY OF LIMITATION,
SHOTCRETE, ETC.)\$ 53.60

LABORER GROUP 5: BLASTER POWDER, ALL WORK OF
LOADING HOLES, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; DRILLER:
ALL POWER DRILLS, EXCLUDING JACKHAMMER, WHETHER
CORE, DIAMOND, WAGON, TRACK, MULTIPLE UNIT, AND ANY
AND ALL OTHER TYPES OF MECHANICAL DRILLS WITHOUT
REGARD TO THE FORM OF MOTIVE POWER; TOXIC WASTE
REMOVAL TUNNEL LABORER
CLASSIFICATIONS.....\$ 49.48 25.95

LABORER GROUP 4: ASPHALT RAKER, LUTE PERSON,
IRONER, ASPHALT DUMP PERSON, AND ASPHALT SPREADER
BOXES (ALL TYPES); CONCRETE CORE CUTTER (WALLS,
FLOORS OR CEILINGS), GRINDER OR SANDER; CONCRETE
SAW PERSON, CUTTING WALLS OR FLAT WORK, SCORING OLD
OR NEW CONCRETE; CRIBBER, SHORER, LAGGING, SHEETING
AND TRENCH BRACING, HAND-GUIDED LAGGING HAMMER;
HEAD ROCK SLINGER; LABORER, ASPHALT- RUBBER
DISTRIBUTOR BOOT PERSON; LASER BEAM IN CONNECTION
WITH LABORERS' WORK; OVERSIZE CONCRETE VIBRATOR
OPERATOR, 70 LBS. AND OVER; PIPELAYER PERFORMING
ALL SERVICES IN THE LAYING AND INSTALLATION OF PIPE
FROM THE POINT OF RECEIVING PIPE IN THE DITCH UNTIL
COMPLETION OF OPERATION, INCLUDING ANY AND ALL
FORMS OF TUBULAR MATERIAL, WHETHER PIPE, METALLIC
OR NON-METALLIC, CONDUIT AND ANY OTHER STATIONARY
TYPE OF TUBULAR DEVICE USED FOR THE CONVEYING OF
ANY SUBSTANCE OR ELEMENT, WHETHER WATER, SEWAGE,
SOLID GAS, AIR, OR OTHER PRODUCT WHATSOEVER AND
WITHOUT REGARD TO THE NATURE OF MATERIAL FROM WHICH
THE TUBULAR MATERIAL IS FABRICATED; NO-JOINT PIPE
AND STRIPPING OF SAME; PREFABRICATED MANHOLE
INSTALLER; SANDBLASTER (NOZZLE PERSON), WATER
BLASTING, PORTA SHOT-BLAST.....\$ 49.13 25.95

LABORER GROUP 3: BUGGYMOBILE PERSON; CONCRETE
CUTTING TORCH; CONCRETE PILE CUTTER; DRILLER,
JACKHAMMER, 2-1/2 FT. DRILL STEEL OR LONGER;
DRI-PAK-IT MACHINE; GAS, OIL AND/OR WATER PIPELINE
WRAPPER, 6-IN. PIPE AND OVER, BY ANY METHOD, INSIDE
AND OUT; HIGH SCALER (INCLUDING DRILLING OF SAME);
HYDRO SEEDER AND SIMILAR TYPE; IMPACT WRENCH
MULTI-PLATE; KETTLE PERSON, POT PERSON AND WORKERS
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME CAUSTIC
AND SIMILAR TYPE MATERIALS ("APPLYING" MEANS
APPLYING, DIPPING, BRUSHING OR HANDLING OF SUCH
MATERIALS FOR PIPE WRAPPING AND WATERPROOFING);
OPERATOR OF PNEUMATIC, GAS, ELECTRIC TOOLS,
VIBRATING MACHINE, PAVEMENT BREAKER, AIR BLASTING,
COME-ALONGS, AND SIMILAR MECHANICAL TOOLS NOT
SEPARATELY CLASSIFIED HEREIN; PIPELAYER'S BACKUP
PERSON, COATING, GROUTING, MAKING OF JOINTS,
SEALING, CAULKING, DIAPERING AND INCLUDING RUBBER
GASKET JOINTS, POINTING AND ANY AND ALL OTHER
SERVICES; ROCK SLINGER; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; STEEL
HEADERBOARD AND GUIDELINE SETTER; TAMPER, BARKO,
WACKER AND SIMILAR TYPE; TRENCHING MACHINE,
HAND-PROPELLED.....\$ 47.58 25.95

LABORER GROUP 2: ASPHALT SHOVELER; CEMENT DUMPER
(ON 1 YD. OR LARGER MIXER AND HANDLING BULK
CEMENT); CESSPOOL DIGGER AND INSTALLER;
CHUCKTENDER; CHUTE HANDLER, POURING CONCRETE, THE

EXHIBIT H

DAVIS-BACON WAGE DECISION

HANDLING OF THE CHUTE FROM READYMIX TRUCKS, SUCH AS WALLS, SLABS, DECKS, FLOORS, FOUNDATION, FOOTINGS, CURBS, GUTTERS AND SIDEWALKS; CONCRETE CURER, IMPERVIOUS MEMBRANE AND FORM OILER; CUTTING TORCH OPERATOR (DEMOLITION); FINE GRADER, HIGHWAYS AND STREET PAVING, AIRPORT, RUNWAYS AND SIMILAR TYPE HEAVY CONSTRUCTION; GAS, OIL AND/OR WATER PIPELINE WRAPPER - POT TENDER AND FORM PERSON; GUINEA CHASER; HEADERBOARD PERSON - ASPHALT; LABORER, PACKING ROD STEEL AND PANS; MEMBRANE VAPOR BARRIER INSTALLER; POWER BROOM SWEEPER (SMALL); RIPRAP STONEPAVER, PLACING STONE OR WET SACKED CONCRETE; ROTO SCRAPER AND TILLER; SANDBLASTER (POT TENDER); SEPTIC TANK DIGGER AND INSTALLER(LEAD); TANK SCALER AND CLEANER; TREE CLIMBER, FALLER, CHAIN SAW OPERATOR, PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDER; UNDERGROUND LABORER, INCLUDING CAISSON BELLFLOWER.....\$ 47.03 25.95

LABORER GROUP 1: CLEANING AND HANDLING OF PANEL FORMS; CONCRETE SCREEDING FOR ROUGH STRIKE-OFF; CONCRETE, WATER CURING; DEMOLITION LABORER, THE CLEANING OF BRICK IF PERFORMED BY A WORKER PERFORMING ANY OTHER PHASE OF DEMOLITION WORK, AND THE CLEANING OF LUMBER; FIRE WATCHER, LIMBER, BRUSH LOADER, PILER AND DEBRIS HANDLER; FLAG PERSON; GAS, OIL AND/OR WATER PIPELINE LABORER; LABORER, ASPHALT-RUBBER MATERIAL LOADER; LABORER, GENERAL OR CONSTRUCTION; LABORER, GENERAL CLEAN-UP; LABORER, LANDSCAPING; LABORER, JETTING; LABORER, TEMPORARY WATER AND AIR LINES; MATERIAL HOSE OPERATOR (WALLS, SLABS, FLOORS AND DECKS); PLUGGING, FILLING OF SHEE BOLT HOLES; DRY PACKING OF CONCRETE; RAILROAD MAINTENANCE, REPAIR TRACK PERSON AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS; RIGGING AND SIGNALING; SCALER; SLIP FORM RAISER; TAR AND MORTAR; TOOL CRIB OR TOOL HOUSE LABORER; TRAFFIC CONTROL BY ANY METHOD; WINDOW CLEANER; WIRE MESH PULLING - ALL CONCRETE POURING OPERATIONS.....\$ 46.48 25.95

LABO0585-003 11/01/2025

Rates

Fringes

BRICK TENDER.....\$ 42.60

22.13

LABO1184-001 07/01/2025

Rates

Fringes

LABORERS:, STRIPING/SLURRY SEAL: GROUP 4 STRIPER: LAYOUT AND APPLICATION OF TRAFFIC STRIPES AND MARKINGS; HOT THERMO PLASTIC; TAPE TRAFFIC STRIPES AND MARKINGS, INCLUDING TRAFFIC CONTROL; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT.....\$ 54.35

23.97

LABORERS:, STRIPING/SLURRY SEAL: GROUP 3 TRAFFIC DELINEATING DEVICE APPLICATOR: LAYOUT AND APPLICATION OF PAVEMENT MARKERS, DELINEATING SIGNS, RUMBLE AND TRAFFIC BARS, ADHESIVES, GUIDE MARKERS, OTHER TRAFFIC DELINEATING DEVICES INCLUDING TRAFFIC CONTROL. THIS CATEGORY INCLUDES ALL TRAFFIC RELATED SURFACE PREPARATION (SANDBLASTING, WATERBLASTING, GRINDING) AS PART OF THE APPLICATION PROCESS. TRAFFIC PROTECTIVE DELINEATING SYSTEM INSTALLER: REMOVES, RELOCATES, INSTALLS, PERMANENTLY AFFIXED ROADSIDE AND PARKING DELINEATION BARRICADES, FENCING, CABLE ANCHOR, GUARD RAIL, REFERENCE SIGNS, MONUMENT MARKERS; OPERATION OF ALL RELATED

23.97 **EXHIBIT H**
DAVIS-BACON WAGE DECISION

MACHINERY AND EQUIPMENT; POWER BROOM SWEEPER.....\$ 52.61	23.97	
LABORERS:, STRIPING/SLURRY SEAL: GROUP 2 TRAFFIC		
SURFACE ABRASIVE BLASTER; POT TENDER - REMOVAL OF		
ALL TRAFFIC LINES AND MARKINGS BY ANY METHOD		
(SANDBLASTING, WATERBLASTING, GRINDING, ETC.) AND		
PREPARATION OF SURFACE FOR COATINGS. TRAFFIC		
CONTROL PERSON: CONTROLLING AND DIRECTING TRAFFIC		
THROUGH BOTH CONVENTIONAL AND MOVING LANE CLOSURES;		
OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT....\$ 50.60	23.97	
LABORERS:, STRIPING/SLURRY SEAL: GROUP 1 PROTECTIVE		
COATING, PAVEMENT SEALING, INCLUDING REPAIR AND		
FILLING OF CRACKS BY ANY METHOD ON ANY SURFACE IN		
PARKING LOTS, GAME COURTS AND PLAYGROUNDS;		
CARSTOPS; OPERATION OF ALL RELATED MACHINERY AND		
EQUIPMENT; EQUIPMENT REPAIR TECHNICIAN.....\$ 49.30	23.97	
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (4)		
ELECTRONIC TRACKING LOCATOR.....\$ 51.96	20.86	
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (3)		
HORIZONTAL DIRECTIONAL DRILL OPERATOR.....\$ 49.96	20.86	
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (2)		
VEHICLE OPERATOR/HAULER.....\$ 48.11	20.86	
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (1)		
DRILLING CREW LABORER.....\$ 47.94	20.86	

LAB01414-001 08/06/2025

Rates

Fringes

LABORER: PLASTER TENDER WORK ON A SWING STAGE		
SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 48.72	25.97	
LABORER: PLASTER CLEAN-UP LABORER WORK ON A SWING		
STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL.....\$ 46.17	25.97	

PAIN0036-007 07/01/2023

Rates

Fringes

PAINTERS: (5) ALL OTHER WORK.....\$ 36.44	18.58	
PAINTERS: (4) INDUSTRIAL.....\$ 41.42	19.04	
PAINTERS: (3) JOURNEYMAN PAINTER INCLUDING LEAD		
ABATEMENT.....\$ 36.44	18.58	

PAIN0036-008 09/01/2024

Rates

Fringes

DRYWALL FINISHER/TAPER.....\$ 49.33	26.82	
-------------------------------------	-------	--

PAIN0036-015 01/01/2025

Rates

Fringes

GLAZIER FOOTNOTE: ADDITIONAL \$1.25 PER HOUR FOR		
WORK IN A CONDOR, FROM THE THIRD (3RD) FLOOR AND UP		
ADDITIONAL \$1.25 PER HOUR FOR WORK ON THE OUTSIDE		
OF THE BUILDING FROM A SWING STAGE OR ANY SUSPENDED		
CONTRIVANCE, FROM THE GROUND UP.....\$ 53.05	30.64	

PAIN1247-002 01/01/2025

Rates

Fringes

SOFT FLOOR LAYER.....\$ 45.15	19.43	
-------------------------------	-------	--

PLAS0200-009 08/03/2022

Rates

Fringes

PLASTERER.....\$ 47.37	19.64	
------------------------	-------	--

PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 47.70	27.07

PLUM0016-001 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (WORK ONLY ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK)....	\$ 44.29	24.16
PLUMBER/PIPEFITTER (ALL OTHER WORK EXCEPT WORK ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE AND WORK ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK).....	\$ 61.73	26.81
PLUMBER/PIPEFITTER (WORK ONLY ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE).....	\$ 59.85	25.83

PLUM0345-001 09/01/2025

	Rates	Fringes
PLUMBER (SEWER & STORM DRAIN WORK).....	\$ 48.84	23.58
PLUMBER (LANDSCAPE/IRRIGATION FITTER).....	\$ 44.75	26.20

ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER FOOTNOTE: PITCH PREMIUM: WORK ON WHICH EMPLOYEES ARE EXPOSED TO PITCH FUMES OR REQUIRED TO HANDLE PITCH, PITCH BASE OR PITCH IMPREGNATED PRODUCTS, OR ANY MATERIAL CONTAINING COAL TAR PITCH, THE ENTIRE ROOFING CREW SHALL RECEIVE \$1.75 PER HOUR ""PITCH PREMIUM"" PAY.....	\$ 52.63	20.73

SFCA0669-010 01/01/2026

	Rates	Fringes
SPRINKLER FITTER (DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:).....	\$ 50.79	29.80

SFCA0709-001 09/01/2025

	Rates	Fringes
SPRINKLER FITTER: FIRE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES.....	\$ 58.60	33.65

SHEE0273-002 08/01/2019

	Rates	Fringes
SHEET METAL WORKER HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY & FRIDAY AFTER, CHRISTMAS DAY.....	\$ 45.48	30.05

TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER GROUP 12 BOOM TRUCK 17K AND ABOVE		

EXHIBIT H

DAVIS-BACON WAGE DECISION

WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 44.05 35.69

TRUCK DRIVER GROUP 11 WATER PULL - TWIN ENGINE; WATER PULL - TWIN ENGINE WITH ATTACHMENTS; WINCH TRUCK DRIVER - \$1.25 ADDITIONAL WHEN OPERATING WINCH OR SIMILAR SPECIAL ATTACHMENTS WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 43.62 35.69

TRUCK DRIVER GROUP 10 DUMP TRUCK - 50 YDS. OR MORE WATER LEVEL; WATER PULL - SINGLE ENGINE WITH ATTACHMENT WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 43.12 35.69

TRUCK DRIVER GROUP 9 TRUCK REPAIR PERSON/WELDER; LOW BED DRIVER, 9 AXLES OR OVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.82 35.69

TRUCK DRIVER GROUP 8 DUMP TRUCK, 25 YDS. TO 49 YDS. WATER LEVEL; TRUCK REPAIR PERSON; WATER PULL - SINGLE ENGINE; WELDER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.62 35.69

TRUCK DRIVER GROUP 7.....\$ 42.37 35.69

TRUCK DRIVER GROUP 6 TRANSIT MIX TRUCK, 3 YDS. OR MORE; DUMPCRETE TRUCK, 6-1/2 YDS. WATER LEVEL AND OVER; VEHICLE OR COMBINATION OF VEHICLES - 4 OR MORE AXLES; OIL SPREADER TRUCK; DUMP TRUCK, 16 YDS. TO 25 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...\$ 42.12 35.69

TRUCK DRIVER GROUP 5 WATER TRUCK, 3 OR MORE AXLES; TRUCK GREASER AND TIRE PERSON (\$0.50 ADDITIONAL FOR TIRE PERSON); PIPELINE AND UTILITY WORKING TRUCK DRIVER, INCLUDING WINCH TRUCK AND PLASTIC FUSION, LIMITED TO PIPELINE AND UTILITY WORK; SLURRY TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO

EXHIBIT H DAVIS-BACON WAGE DECISION

NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.09	35.69
TRUCK DRIVER GROUP 4 DRIVER OF TRANSIT MIX TRUCK, UNDER 3 YDS.; DUMPCRETE TRUCK, LESS THAN 6-1/2 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.06	35.69
TRUCK DRIVER GROUP 3 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 3 AXLES; BOOT PERSON; CEMENT MASON DISTRIBUTION TRUCK; FUEL TRUCK DRIVER; WATER TRUCK - 2 AXLE; DUMP TRUCK, LESS THAN 16 YDS. WATER LEVEL; EROSION CONTROL DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 41.87	35.69
TRUCK DRIVER GROUP 2 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 2 AXLES; TRAFFIC CONTROL PILOT CAR EXCLUDING MOVING HEAVY EQUIPMENT PERMIT LOAD; TRUCK MOUNTED BROOM WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...\$ 41.74	35.69
TRUCK DRIVER GROUP 1 TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 41.59	35.69

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO

is available at <https://www.dol.gov/agencies/whd/government-contracts>.

EXHIBIT H**DAVIS-BACON WAGE DECISION**

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

EXHIBIT H DAVIS-BACON WAGE DECISION

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **SA** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

EXHIBIT H
DAVIS-BACON WAGE DECISION

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

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 Toro Enterprises, Inc., 2101 E. Ventura Blvd., Oxnard, CA 93036 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as NEIGHBORHOOD STREET RESURFACING PROJECT - CAL GISLER, SPECIFICATION NO. PW 26-09.

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 THREE MILLION, SIX HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED EIGHTY-NINE DOLLARS (\$3,653,989), 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)

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"), State of California, has awarded to Toro Enterprises, Inc., 2101 E. Ventura Blvd., Oxnard, CA 93036 ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as NEIGHBORHOOD STREET RESURFACING PROJECT - CAL GISLER SPECIFICATION NO. PW 26-09.

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 THREE MILLION, SIX HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED EIGHTY-NINE DOLLARS (\$3,653,989), 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: _____

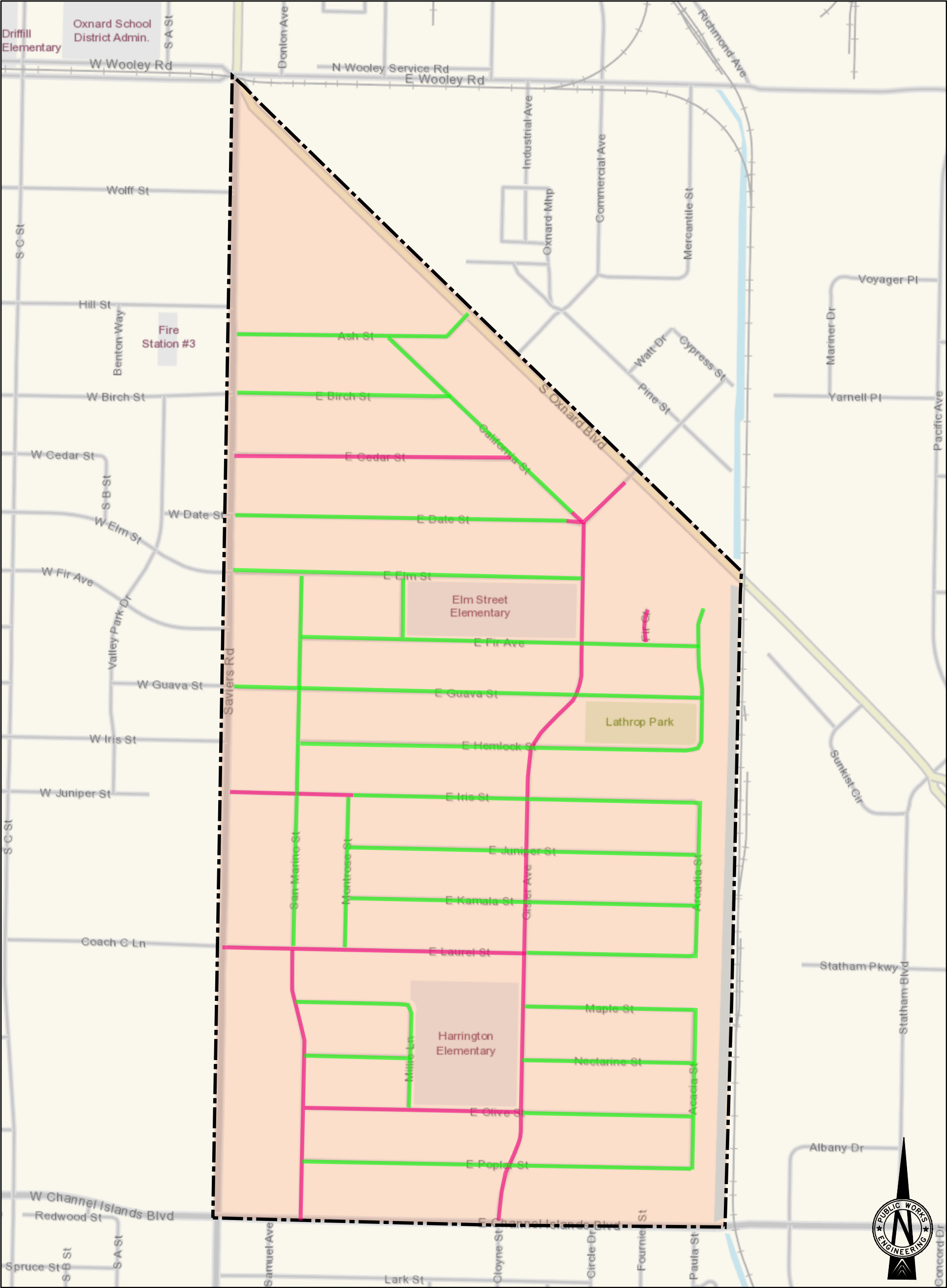
By: _____

Its: _____

(Seal)

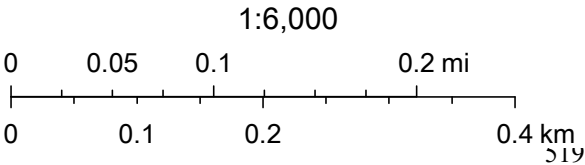
Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury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

Cal-Gisler Neighborhood Street Improvement Project



- Resurfacing
- Cape Seal

BOUNDARY:
Cal-Gisler Neighborhood Boundary



Phase I

- No Cast Iron Water Main
- Cast Iron Water Main

Phase II

- No Cast Iron Water Main
- Cast Iron Water Main

Neighborhoods

- Neighborhoods

0 0.25 0.5 1 Miles

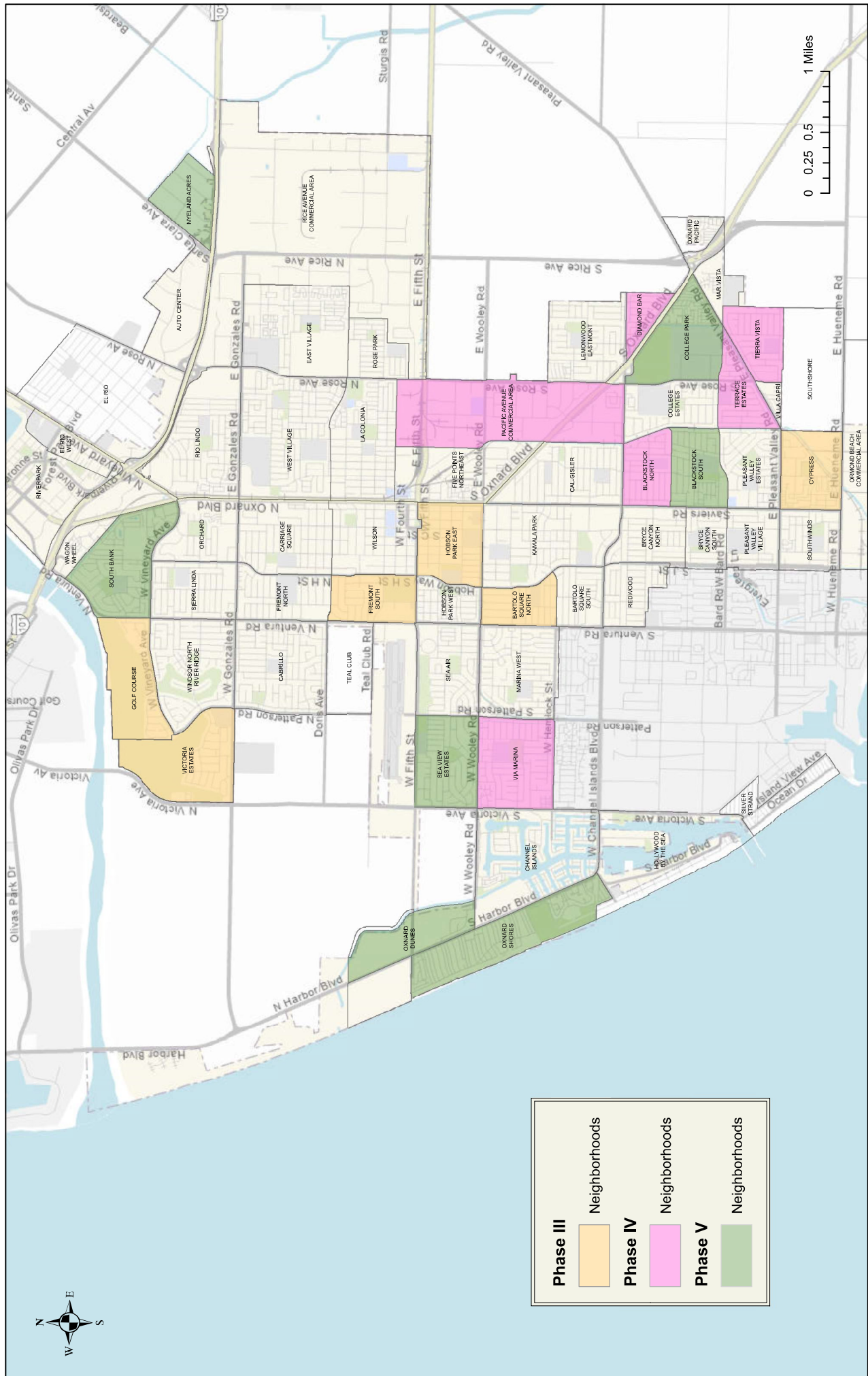
N

W

E

S

Proposed Residential Street Construction Projects Phase III, Phase IV & Phase V



Public Project Agreement 32700065 with Toro Enterprises, Inc. for the Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09.

City Council
July 30, 2026

Tamara Ojeda
Project Manager

That the City Council approve and authorize:

1. A total of \$4,384,787 in Project funds for the Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$3,653,989 for the Project and approve a Project contingency amount of \$365,399 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$4,019,388 for the Project; and
3. A Project allocation amount of \$365,399 (~10%) for engineering, inspection, survey and project management for the Project.

The Neighborhood Street Resurfacing Project – Cal Gisler is part of the Public Works Capital Improvement Program (CIP) for Fiscal Years 2025-29.

This Project was prioritized based on the outcome of the Citywide Pavement Management Program brought to the City Council on April 2, 2024. It is the second phase of the proposed residential street construction projects presented to the City Council at that time.

At the May 18, 2021, City Council meeting, the Council identified a goal to fund and support working toward and maintaining a Pavement Condition Index of 70 (PCI, a 0-100 scale) throughout the City.

In alignment with this Council priority, the Neighborhood Street Resurfacing Project – Cal Gisler will increase the PCI of the roads in this neighborhood.

The Project scope consists of:

- Resurfacing existing asphalt concrete pavement
- Milling of existing asphalt concrete pavement
- Placement and compaction of asphalt rubber hot mix (ARHM)
- Placement and compaction of asphalt rubber aggregate membrane (ARAM) layer for cape seal pavement treatment
- Placement of slurry seal
- Excavation and reconstruction of asphalt pavement failed areas
- Reconstruction of existing ADA curb ramps
- Concrete repairs
- Adjust utility covers to finished grade
- Removal and replacement of street name signs and posts
- Traffic striping.

The work is tentatively scheduled to begin in August 2026 and continue into October 2026 (60 working days) absent any delays for supply chain issues, unforeseen site conditions or weather.

Staff will work closely with the Cal Gisler Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule.

General project information will be disseminated to help keep the public informed as well.

- The Notice Inviting Formal Bids (NIFB) for this project was published on May 21, 2026.
- The following bids were received:
 - Toro Enterprises, Inc.: \$3,653,989.00
 - Onyx Paving Company, Inc.: \$3,737,000.00
 - Granite Construction Company: \$4,876,693.30

The lowest bidder is Toro Enterprises, Inc. and its bid is responsive to the City's NIFB.

Following this determination, procurement staff reviewed all documentation received from Toro and its subcontractors.

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 Toro Enterprises, Inc.

In addition to the project award amount of \$3,653,989, Staff recommends authorizing \$730,798 for the project, which includes:

- \$365,399 for project contingency (10% of the contract costs)
- \$365,399 for the cost of engineering services and City staff (10% of the contract cost).

Engineering services include the following activities during construction:

- Engineering
- Inspection
- Survey and project management

These recommendations bring the total estimated cost of the project to \$4,384,787.

Total cost for the Project is **\$4,384,787** which includes:

- Agreement 32700065 with Toro Enterprises, Inc. in the amount of **\$3,653,989.00**
- Contingency of **\$365,399.00(10%)**
- Engineering, inspection, survey, and project management (EISPM) of **\$365,399.00 (10%)**

This Project is funded with:

- General Fund (101)
- Measure O Fund (104)
- Road Maintenance & Rehabilitation Act (RMRA) Fund (185)
- Community Development Block Grant (CDBG) Fund (201)
- 2014 Leave Rev Bond Fund (314)
- Water Operating Fund (601)
- Wastewater Operating Fund (611)

- The Neighborhood Street Resurfacing Project – Cal Gisler, Specification No. PW 26-09, Project No. C2209 has an estimated total available project budget balance of \$23.66 million.
- The ongoing maintenance cost for this Neighborhood Street Resurfacing Project – Cal Gisler will have no new impact on the Streets Division's Operating budget, in comparison to the annual operating costs in prior years.



End of Presentation