

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
September 3, 2019
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))
(City Council)
Name of Case: City of Oxnard v. URS Corporation; et al.
Los Angeles County Superior Court Case No. BC698461
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
(City Council)
Based on existing facts and circumstances, there is significant exposure to litigation against the City in two potential cases.
3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Manager
The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to The Arc of Ventura County on the Occasion of Their 65th Anniversary.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just 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.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the July 30, 2019 adjourned regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

- ## 2. Community Development Department

SUBJECT: Notice of Pending Approval - Planning and Zoning No. 05-300-08 (Final Map for Phase 2 of Tract No. 5592-2) to Subdivide 52.76-acres of the 90.26 acres of Tract 5592 for Property Located at the Northeast Corner of West Fifth Street and Harbor Boulevard (Commonly Known as North Shore at Mandalay Bay). Filed by John Mellon with MPL Property Holdings, LLC.

RECOMMENDATION: That the City Council receive and file this Notice of Pending Approval for

Planning and Zoning No. 05-300-08 (Final Map for Phase 2 of Tract No. 5592-2).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Cultural & Community Services Department

SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund.

RECOMMENDATION: That the City Council:

1. Authorize the disbursement of Public Art Fund revenues in the amount of \$170,000 for the purpose of providing funding for a range of cultural activities by various cultural arts organizations and artists; and
2. Approve a one-time appropriation of revenue in the amount of \$170,000 from the Public Art Fund.

(Community Services Committee approved 3-0)

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

4. Police Department

SUBJECT: Office of Traffic Safety "Selective Traffic Enforcement Program" Grant.

RECOMMENDATION: That the City Council adopt a resolution:

1. Authorizing the City Manager to execute and apply for \$435,538 in grant funds from the State of California Office of Traffic Safety (OTS), to be used for the FY 19-20 Selective Traffic Enforcement Program (S.T.E.P.);
2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and
4. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

5. Public Works Department

SUBJECT: Award a Fourth Amendment to Agreement A-7590 with Clean Harbors Environmental Services, Inc. for business and residential household hazardous waste disposal.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement A-7590 ("Agreement") with Clean Harbors Environmental Services, Inc. ("Clean Harbors") that:

1. Extends the Agreement term to June 30, 2020;
2. Increases the per load and pick up disposal rates for residential household hazardous waste (HHHW); and
3. Allows Conditionally Exempt Small Quantity Generator (CESQG) waste.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Approve Third Change Order to extend and add funds to the McCain, Inc. Blanket Purchase Order for traffic signal components and supplies.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Change Order to Blanket Purchase Order 6714 with McCain, Inc. to extend the term to June 30, 2021, and add \$400,000 for a new total amount of \$600,000.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Award and execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not-to-exceed amount of \$600,000 for a three-year term.

RECOMMENDATION: That the City Council award and authorize the Mayor to execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not-to-exceed amount of \$600,000 for a three-year term. (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Approval of Agreements for On-Call Professional Engineering Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute:

1. Agreement No. A-8154 with Kennedy Jenks Consultants Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000;
2. Agreement No. 8699-19-PW with Filippin Engineering, Inc for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000; and
3. Agreement No. A-8159 with MNS Engineering for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Grant Resolution for the Ormond Beach Community Restoration Project.

RECOMMENDATION: That the City Council:

1. Adopt a resolution authorizing the Public Works Director to negotiate and execute Agreement No. 8771-19-PW (State of California Grant Agreement No. 19-010) for the Ormond Beach Community Restoration Project; and
2. Appropriate awarded grant funds in the amount of \$30,000 to the Public Works Department's Ormond Beach Community Restoration at Perkins Road project, State / Local Grant Fund (219) to implement the Ormond Beach Community Restoration Project.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

J. 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.

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

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

1. Community Development Department

SUBJECT: Regional Housing Needs Assessment (RHNA) Housing Allocation Methodology.

RECOMMENDATION: That the City Council discuss the Southern California Association of Governments' (SCAG) upcoming Regional Housing Needs Assessment (RHNA) housing allocation methodology and implications to the City of Oxnard.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

L. PUBLIC HEARINGS

1. Community Development Department

SUBJECT: Appeal of the Planning Commission's Decision to Uphold Approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit), Subject to Certain Findings and Conditions. (10/10/10)

RECOMMENDATION: That the City Council deny the appeal and uphold the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) authorizing the construction of a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces, a reduction in the number of loading and unloading parking spaces, and an increase in the maximum allowable building height, on a 2.76-acre parcel, located at 2001 Statham Boulevard (APN: 220-0-010-325), subject to certain findings and conditions.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

M. ADJOURNMENT



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

DATE: September 3, 2019

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the July 30, 2019 adjourned regular meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 07.30.2019 CC Adjourned Regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Adjourned Regular Meeting
 July 30, 2019

A. ROLL CALL/POSTING OF AGENDA

At 5:02 p.m., Mayor Pro Tem Ramirez called to order the adjourned regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, and Mayor Pro Tem Carmen Ramirez were present; Councilmembers Gabriela Basua and Vianey Lopez arrived at 5:10 p.m. and 5:43 p.m., respectively. Mayor Tim Flynn was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Kenneth Rozell, Chief Assistant City Attorney; Jennie Kelly, Assistant City Attorney; Jeffrey Lambert, Community Development Director; Steve Naveau, Human Resources Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1)) (City Council)
 Name of cases: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.
 Ventura County Superior Court, Case Nos. 56-2015-00470344-CU-EI-VTA; 56-2018-00512103-CU-MC-VTA.
2. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6) (City Council)
 Agency designated representatives: Alexander Nguyen, City Manager; Steve Naveau, Human Resources Director; and Jennie Kelly, Assistant City Attorney.
 Employee organization: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); and Oxnard Mid-Managers' Association (OMMA).
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code section 54956.8) (City Council)
 Property: 231 West Sixth Street.
 Agency Negotiators: Jeffrey Lambert, Development Services Director, and Ashley Golden, Assistant City Manager.
 Negotiating Party: Juan Gonzalez, President, Teatro de las Americas.
 Under negotiation: Price and terms of payment for lease of City-owned property.

Mayor Pro Tem Ramirez read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section

54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al., two cases.

“The City Council will also recess to a closed session, pursuant to Government Code section 54957.6, to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City’s negotiators regarding the organizations specified in Item C.2 of the meeting agenda.

“The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Jeffrey Lambert, Community Development Director, and Ashley Golden, Assistant City Manager, concerning negotiations with Juan Gonzalez, President, Teatro de las Americas regarding Item C.3 of the meeting agenda.”

At 5:06 p.m., the City Council recessed to a closed session. At 6:12 p.m. the City Council reconvened in open session in the Council Chambers. The Chief Assistant City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Jason Benites, Assistant Police Chief; Kathleen Mallory, Planning and Sustainability Manager; Eric Sonstegard, Assistant Police Chief; and Phillip Molina, City Treasurer.

Mayor Pro Tem Ramirez announced that item L-3 was pulled from the agenda.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Dr. Luis P. Sanchez (introduction as new Oxnard College interim president), Ted Maloney (parking issues in his neighborhood), Martin Jones (complaint about Council Committee meeting schedule), Joyce Chavez (city budget, Port of Hueneme expansion), Amanda Fagan (upcoming exercises at Naval Base Ventura County - Point Mugu), Brandon Burns (gratitude for summer public policy internship with Mayor Pro Tem Ramirez), Pat Brown (homeless encampments at Ormond Beach, upcoming airshow at Camarillo Airport), Larry Barbarine (follow up by staff regarding Wagon Wheel development, Edison/Clean Power Alliance, medical exception for utility rates), Kelly Christiansen (Ormond Beach gateway), Peggy Rivera (homelessness), and JoAnn Olivares (Oxnard Harbor District EIR).

F. REPORT OF CITY MANAGER

The Deputy City Manager gave a report on an upcoming Groundwater Sustainability Plan workshop. Assistant Chief Benites gave a report on the upcoming National Night Out.

G. CITY COUNCIL REPORTS

Councilmember Lopez reported on a recent tour of the Community Action of Ventura County

facility, the Redwood neighborhood cleanup, and announced an upcoming alley/street cleanup in Southwinds neighborhood.

Councilmember Perello reported on a recent Los Angeles Regional Water Quality Board meeting and announced an upcoming Ventura County Board of Supervisors meeting on water supply issues.

Councilman MacDonald reported on the recent Sister City Ocotlan delegation welcome ceremony, and announced an upcoming meeting with EPA Region 9 representatives regarding the Halaco site. He requested that item L-1 be moved up on the agenda to accommodate the audience.

Councilmember Madrigal announced a “little library” opening at Camino del Sol community garden, reported on the grand opening of the new walking track at Thompson Park, the Sister City delegation welcome ceremony, the Dallas Cowboys training camp opening ceremony, and expressed condolences to City of Gilroy for a recent mass shooting incident.

Councilwoman Basua thanked Public Works and Code Enforcement for their recent cleanup campaigns in South Oxnard.

Mayor Pro Tem Ramirez reported on the Dallas Cowboys training camp opening ceremony, the Sister City delegation welcome ceremony, the Salsa Festival, and an upcoming public meeting/presentation on the future of Ormond Beach. She announced the council’s August break, support for Simi Valley Councilmember Ruth Luevanos, and the Cowboys’ donation of \$10,000 in grants for local non-profit organizations.

H. REVIEW OF INFORMATION/CONSENT AGENDA (No items were pulled.)

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown and Lucy Cartagena.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the July 16, 2019 regular meeting as presented.
2. SUBJECT: Appointment of Citizen Advisory Group (“CAG”) Members.
RECOMMENDATION: That the Mayor, with the concurrence of the City Council, appoint Councilwoman Basua’s nominee to the Planning Commission, and Mayor Flynn’s nominee to the Senior Services Commission.

City Treasurer Department

3. SUBJECT: Investment Policy and Annual Delegation of Investment Authority.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,253**:
 1. Adopting the FY 2019-20 Investment Policy for the City of Oxnard; and
 2. Delegating investment authority to the City Treasurer.

Community Development Department

4. SUBJECT: Adoption of Ordinance No. 2963 Amending Oxnard City Code Chapter 16, Division 10 with Sections of the May 19, 2019 “Downtown Code” Document Identified as Section 16-145 to 16-158B and Adoption of Ordinance No. 2964 Approving Zone Change No. 570-02 for 5,005 Parcels Within and Adjacent to the Central Business District of the City of Oxnard.

RECOMMENDATION: That the City Council:

1. Adopt **Ordinance No. 2963** (by title only, further reading waived), which amends Oxnard City Code Chapter 16, Division 10 with Sections of the May 19, 2019 “Downtown Code” document identified as Section 16-145 to 16-158B, with the modification of limiting side yard setbacks to 0’ in dimension and expressing a preference for traditional architecture within the Downtown Core (DT-C) and Downtown General (DT-G) Zones; and
2. Adopt **Ordinance No. 2964** (by title only, further reading waived), which approves Zone Change No. 570-02 for 5,005 parcels within and adjacent to the Central Business District of the City of Oxnard.

Finance Department

5. SUBJECT: Appropriation for Annual Payments of Principal and Interest on Water Fund Loan to Golf Course Fund.

RECOMMENDATION: That the City Council appropriate \$159,340.06 in the Golf Course Operating Fund for each of FY 2018-19 and 2019-20 to make regular scheduled payments on the 2013 loan from the Water Fund. (Finance and Governance Committee approved 3-0)

6. SUBJECT: FY 2019-20 Appropriations for Golf Course Operating Fund Under New Operating Model.

RECOMMENDATION: That the City Council estimate \$4,940,400 of revenue, and appropriate \$4,802,210 of expenditures, for the Golf Course Operating Fund (651) in FY 2019-20. (Finance and Governance Committee approved 3-0)

It was moved by Councilman MacDonald, seconded by Councilwoman Basua, to approve the Information/Consent items as presented. VOTE: Basua, Lopez, MacDonald, Perello, and Ramirez voted in favor; Madrigal voted against item J-6. The motion carried 5-1 on item J-6, and 6-0 on the remaining items (Flynn absent).

The Council approved considering item L-1 next.

L. REPORTS

Community Development Department

1. SUBJECT: Lead Agency Agreement Number A-8160 Between the City of Oxnard and the Oxnard Harbor District - Port of Hueneme for the Proposed Permitting of a Temporary Outdoor Vehicle Storage Facility.

RECOMMENDATION: That the City Council approve the Lead Agency Agreement No. A-8160 between the City of Oxnard and the Oxnard Harbor District - Port of Hueneme to confirm that the City shall serve as the lead agency for the preparation of an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for the Project proposed on the southeast corner of Hueneme Road and Perkins Road.

The Community Development Director gave a report. Public comments were received from KJ May, Jonathan Alvarez/Roberto Rodriguez Hernandez, Art Chavez, Tony Skinner, Janet Ritza, Jess Ramirez, Peggy Rivera, Pat Brown, Ricardo Mojica, Armando Delgado, Lucy Cartagena, Carolina Gallardo Magana, Jess Herrera, JoAnn Olivares, Mary Anne Rivera, and Joyce Chavez. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the recommended action as presented. VOTE: Basua, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (Flynn absent).

The Council took a brief recess at 7:47 p.m.; the meeting resumed at 7:56 p.m.

K. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Social Equity in Cannabis Permitting and Establishment of Fees for Cannabis Related Land Use Permits.
RECOMMENDATION: That the City Council:
 1. Provide input and comments on the conceptual Oxnard Cannabis Equity Program; and
 2. Hold a public hearing on the proposed cannabis permit fees, and adopt **Resolution No. 15,254** establishing new fees for the services identified in the attachment to the resolution.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Planning and Sustainability Manager gave a report.

Mayor Pro Tem Ramirez opened the public testimony portion of the public hearing. Public comments were received from Peggy Rivera, Pat Brown, Dick Jaquez, Hugo Alaniz, Jim Patton, Rodney Medina, Jesus Torres, and Mayra Delgado.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Basua, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (Flynn absent).

L. REPORTS

City Treasurer Department

2. SUBJECT: City of Oxnard Quarterly Investment Report for the period ending June 30, 2019.
RECOMMENDATION: That the City Council receive and file the report.

The City Treasurer gave a report. Discussion ensued among the Council and staff. No action was required.

Public Works Department

3. SUBJECT: Award Agreement for Landscape Maintenance Services at Riverpark CFD #5.

(This item was removed from the agenda.)

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem Ramirez adjourned the meeting at 9:23 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



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

DATE: September 3, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Notice of Pending Approval - Planning and Zoning No. 05-300-08 (Final Map for Phase 2 of Tract No. 5592-2) to Subdivide 52.76-acres of the 90.26 acres of Tract 5592 for Property Located at the Northeast Corner of West Fifth Street and Harbor Boulevard (Commonly Known as North Shore at Mandalay Bay). Filed by John Mellon with MPL Property Holdings, LLC.

RECOMMENDATION

That the City Council receive and file this Notice of Pending Approval for Planning and Zoning No. 05-300-08 (Final Map for Phase 2 of Tract No. 5592-2).

BACKGROUND

In accordance with Ordinance 2910, the City Council will receive notification at its September 3, 2019 City Council meeting that the Community Development Director intends to approve the subject Final Map for Tract 5592-2. The Community Development Director intends to approve the Final Map of the Tentative Subdivision Map No. 05-300-08 on September 13, 2019, ten days following the City Council meeting.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Juan Martinez, Associate Planner

ATTACHMENTS

1. Notice of Pending Approval
2. Attachment A - Verification of Status
3. Attachment B - Vicinity-Aerial Map
4. Attachment C - PZ 05-300-08 (TM#5592-2)

MEMO



September 3, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director

SUBJECT: Notice of Pending Approval - Planning and Zoning No. 05-300-08 (Final Map for Phase 2 of Tract No. 5592-2) to Subdivide 52.76-acres of the 90.26 acres of Tract 5592 for Property Located at Northeast Corner of West Fifth Street and Harbor Boulevard (Commonly Known as North Shore at Mandalay Bay). Filed by John Mellon with MPL Property Holdings, LLC.

In accordance with Ordinance 2910, the City Council will receive notification at its September 3, 2019 City Council meeting that the Community Development Director intends to approve the subject Final Map for Tract 5592-2. The Community Development Director intends to approve the Final Map of the Tentative Subdivision Map No. 05-300-08 on September 13, 2019, ten days following the City Council meeting.

On May 19, 2005, the Planning Commission adopted Resolution No. 2005-30, recommending approval of Tentative Subdivision Map No. 5592 for the North Shore project. The tentative subdivision of 90.26 acres would create 200 lots, for 183 single-family lots and 109 detached condominiums, plus open space, resource protection areas, local streets, easements and a public utility area. On June 14, 2005, the City Council adopted Resolution No. 12,883, approving the tentative subdivision map, subject to the conditions set forth in Planning Commission Resolution No. 2005-30. Approval of the tentative map was contingent and effective upon approval of a Coastal Development Permit. On September 15, 2005, the Planning Commission adopted Resolution No. 2005-66 approving the Coastal Development Permit (PZ No. 05-400-04).

On July 28, 2015, the City Council adopted Resolution No. 14,855, approving Final Map for Phase 1 of Tract No. 5592-01. The Phase I Map included 37.5-acres of the 90.26-acre site and it created perimeter lots to accommodate future perimeter improvements; lots set aside for resource protection area; public trail, and buffer areas. Approval of the Final Map for Tract 5592-01 anticipated that subdivision maps for residential lots would be processed under subsequent phasing maps.

The subject final map was reviewed for conformance with conditions of approval and the State Subdivision Map Act. On July 15, 2019, the verification of status letter was received from the City Engineer and the subject application with related material was filed with the Planning Division on July 16, 2019.

*Notice of Pending Approval
PZ 05-300-08 (Final Map for Phase 2 of Tract No. 5592-2)
September 3, 2019*

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard Municipal Code. Please feel free to contact me or Juan Martinez at (805) 385-7556 if you have any questions regarding Planning and Zoning No. 05-300-08 (Final Map for Phase 2 of Tract No. 5592-2).

Attachments:

- A. Verification of Status Letter
- B. Aerial of Subject Site
- C. PZ 05-300-08 (Tract Map No. 5592-2)



**VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS**

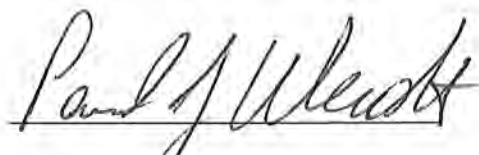
Tract/Parcel Map

Project Location:

TRACT 5592-2

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE: 7-15-19


Paul J. Wendt
Development Services Program



Aerial Map



OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED "TRACT NO. 5592-2", SHOWN ON THIS MAP, AND ARE HOLDERS OF SECURITY INTERESTS WITHIN THE REAL PROPERTY INCLUDED IN THE CONDOMINIUM PROJECTS WITHIN LOTS 184 THROUGH 186 THEREIN, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE, AND SUBDIVISION FOR CONDOMINIUM PURPOSES WITH SAID LOTS, AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD THE FOLLOWING ITEMS:

ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID REAL PROPERTY WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY;

AN EASEMENT FOR WATERLINE PURPOSES OVER ALL PRIVATE STREETS SHOWN HEREON;

AN EASEMENT FOR PUBLIC UTILITIES, EXCLUDING SANITARY SEWERS AND STORM DRAIN OVER ALL PRIVATE STREETS SHOWN HEREON;

AND THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, THE ACCESS EASEMENT OVER ALL PRIVATE STREETS SHOWN HEREON.

MPL PROPERTY HOLDINGS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

ACKNOWLEDGEMENT:

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 THE DOCUMENT.

STATE OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED _____, 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:

SIGNATURE: _____

NAME PRINTED: _____

COMMISSION EXPIRES: _____

COMMISSION NO.: _____

PRINCIPAL OFFICE LOCATED IN THE COUNTY OF _____

TRACT No. 5592-2

IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT LLA 02-310-7 RECORDED JANUARY 31, 2003 AS INSTRUMENT NO. 2003-0033447-0 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LYING WITHIN LOTS 116, 117, 118, 120, 121, 122, 143, 144, AND 145 OF THE PATTERSON RANCH, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 1 OF MISCELLANEOUS RECORDS (MAPS).

AUGUST 2016

BENJAMIN P. HARDIN, PLS 8552
CONTAINING 191 LOTS

NO. OF NUMBERED LOTS: 186
NO. OF LETTERED LOTS: 5
GROSS AREA: 52.76 ACRES

LOTS 184 THROUGH 186 ARE FOR CONDOMINIUM PURPOSES

LOT C IS FOR PRIVATE STREET PURPOSES

LOTS K & O ARE FOR OPEN SPACE AND LANDSCAPE PURPOSES
LOTS I & J ARE FOR OPEN SPACE, ACCESS, LANDSCAPE AND STORM DRAIN PURPOSES

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5592-2 AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: _____, 20____

DANIEL J. WALSH
COUNTY SURVEYOR
COUNTY OF VENTURA

PLS. 7540

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MPL PROPERTY HOLDINGS, LLC, IN JANUARY 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS FINAL MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. CORNER RECORDS FOR ALL CENTERLINE WELL MONUMENTS SHOWN HEREON WILL BE ON FILE AT THE VENTURA COUNTY SURVEYOR'S OFFICE.

BENJAMIN P. HARDIN, PLS 8552

DATE

**CITY ENGINEER'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5592-2, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____, 20____

PAUL J. WENDT
CITY ENGINEER

R.C.E. 46533

SOILS AND/OR GEOLOGIC REPORT

THE FOLLOWING SOILS REPORT AND/OR RELATING TO TRACT NO. 5592-2 HAS BEEN PREPARED:

DATE OF REPORT: JUNE 9, 2014

TITLE OF REPORT: GEOTECHNICAL INVESTIGATION AND PLAN REVIEW, NORTH SHORE AT MANDALAY BAY, TRACT 5592, CITY OF OXNARD, CALIFORNIA

FIRM NAME: PETRA GEOTECHNICAL, INC.

ENGINEER: KENTON E. BUZZEE

GEOLOGIST: THEODORE M. WOLFE

REGISTRATION NO.: G.E. 2692

CEC 1626

LOCATION WHERE ON FILE FOR PUBLIC INSPECTION: CITY OF OXNARD PUBLIC WORKS DEPARTMENT

CITY COUNCIL'S CERTIFICATE:

THIS MAP ENTITLED TRACT NO. 5592-2, CONSISTING OF 12 SHEETS HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY ADOPTED ON NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910. THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVES THIS MAP ON

THE _____ DAY OF _____, 2015 AND HEREBY ACCEPTS FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID REAL PROPERTY WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY;

THE EASEMENT FOR WATERLINE PURPOSES OVER ALL PRIVATE STREETS SHOWN HEREON;

THE EASEMENT FOR PUBLIC UTILITIES, EXCLUDING SANITARY SEWER AND STORM DRAIN OVER ALL PRIVATE STREETS SHOWN HEREON;

THE ACCESS EASEMENT OVER ALL PRIVATE STREETS SHOWN HEREON ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE.

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS

AFFIXED HERETO THIS _____ DAY OF _____, 20____.

ATTEST:

MICHELLE ASCENCION
CITY CLERK
CITY OF OXNARD

JEFFREY LAMBERT
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE:

DOC: _____

FILED THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF

MISCELLANEOUS RECORDS (MAPS) AT PAGES _____ AT THE REQUEST OF MPL PROPERTY HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY _____
DEPUTY COUNTY RECORDER

COUNTY TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 20____

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY _____
DEPUTY COUNTY TAX COLLECTOR

CITY TREASURER'S CERTIFICATE:

I, PHILLIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 5592-2, OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS

_____ DAY OF _____, 20____.

PHILLIP S. MOLINA
CITY TREASURER OF THE CITY OF OXNARD

SHEET KEY:

SEE SHEET 2 FOR SIGNATURE OMISSIONS AND BASIS OF BEARINGS.
SEE SHEET 3 FOR MAP SHEET INDEX AND VIGNETTE MAP.
SEE SHEET 4 FOR TRACT BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS.
SEE SHEETS 5 THROUGH 10 FOR LOT DIMENSIONS AND EASEMENT DEDICATIONS.
SEE SHEETS 11 AND 12 FOR EASEMENT DETAILS.



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SIGNATURE OMISSIONS:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTERESTS SET FORTH ARE OMITTED UNDER THE PROVISIONS OF SECTION 66436, (a)(3)(A)(i)-(iii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RISE INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY:

OXNARD DRAINAGE DISTRICT, A DRAINAGE DISTRICT, EASEMENT HOLDER FOR RIGHTS TO LAY OR MAINTAIN PIPE CONDUITS FOR DRAINAGE PURPOSES, RECORDED JANUARY 10, 1919 IN BOOK 164, PAGE 406 OF DEEDS. (BLANKET IN NATURE)

THE COUNTY OF VENTURA, EASEMENT HOLDER FOR UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT, RECORDED MAY 23, 2006 AS INSTRUMENT NO. 20060523-0110492 OF OFFICIAL RECORDS.

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTERESTS SET FORTH, ARE OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(C) OF THE SUBDIVISION MAP ACT:

GEORGE D. McGRATH, et al, OWNERS OF ALL OIL, GAS, HYDROCARBONS AND MINERAL SUBSTANCES LYING IN, ON OR UNDER THE LAND DESCRIBED IN OILCLAIM DEED RECORDED MAY 14, 1958, IN BOOK 1617, PAGE 310 OF OFFICIAL RECORDS.

R.H. McGRATH FARMS, A PARTNERSHIP, OWNER OF ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND MINERAL AND FISSONABLE SUBSTANCES, BUT WITHOUT THE RIGHT OF ENTRY, ON THE SURFACE OR TO A DEPTH OF 500 FEET FROM THE SURFACE AS SET FORTH IN DEED RECORDED JANUARY 24, 1984 AS INSTRUMENT NO. 8492 OF OFFICIAL RECORDS.

RYA S. McGRATH, et al, OWNERS OF ALL OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, WITHOUT, HOWEVER, THE RIGHT TO ENTER UPON OR USE THE SURFACE AND SUBSURFACE TO A DEPTH OF 500 FEET FROM THE PRESENT SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID SUBSTANCES, AS SET FORTH IN THE DEEDS RECORDED DECEMBER 22, 1958 AS INSTRUMENT NO. 56052 IN BOOK 1685, PAGE 492 AND AS INSTRUMENT NO. 56053 IN BOOK 1655, PAGE 505 OF OFFICIAL RECORDS.

TRACT No. 5592-2

IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF CALIFORNIA

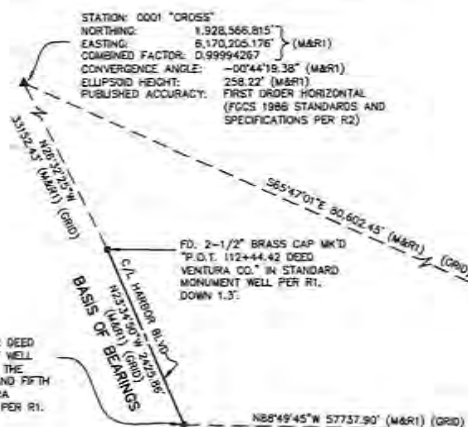
BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT LLA 02-310-7 RECORDED JANUARY 31, 2003 AS INSTRUMENT NO. 2003-0033447-0 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LYING WITHIN LOTS 116, 117, 118, 120, 121, 122, 143, 144, AND 145 OF THE PATTERSON RANCH IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 1 OF MISCELLANEOUS RECORDS (MAPS).

AUGUST 2016
BENJAMIN P. HARDIN, PLS 8552
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NO. OF NUMBERED LOTS: 186
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LOTS K & O ARE FOR OPEN SPACE AND LANDSCAPE PURPOSES
LOTS I & J ARE FOR OPEN SPACE, ACCESS, LANDSCAPE AND STORM DRAIN PURPOSES

MONUMENT NOTES

- FOUND MONUMENT AS NOTED
- FOUND 1" IRON PIPE TAGGED "LS 8369", PER R1
- MONUMENT PER R1, TO BE SET PER R1 POST-CONSTRUCTION.
- SET CITY OF OXNARD WELL MONUMENT PER CITY OF OXNARD STANDARD PLATE 609.
- SET SPIKE & WASHER TAGGED "PLS 8552" AT ALL ROAD CENTERLINE, B.C., E.C., ANGLE POINTS AND INTERSECTIONS, UNLESS OTHERWISE NOTED.
- SET 1/2" IRON PIPE TAGGED "PLS 8552" AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- SET LEAD, TACK AND TAG STAMPED "PLS 8552" AT ALL FRONT LOT CORNERS AT AN OFFSET OF 0.25' ALONG THE PROLONGATION OF THE SIDE LOT LINE INTO THE PRIVATE STREET RIGHT-OF-WAY, EXCEPT AT FRONT LOT CORNERS. ANGLE POINTS WHERE THE OFFSET SHALL BE 0.25' PERPENDICULAR TO THE ADJACENT STREET CENTERLINE.
- ▲ FOUND 3-1/2" US COAST & GEODETIC SURVEY BRASS DISK TRIANGULATION STATION PER 50 RS 25-27 AND R1.



FD. A 2-1/2" BRASS CAP MARKED "P.O.T. 88+18.52 DEED V. CO." IN WELL MONUMENT, DOWN 1.5' FROM LID OF WELL MONUMENT AND DOWN 1.85' FROM A.C. OVERLAY AT THE CENTERLINE INTERSECTION OF HARBOR BOULEVARD AND FIFTH STREET, ACCEPTED AS B.T.M. 18" DOWN PER VENTURA COUNTY FIELD BOOK 1236, PAGE 8 AND AS 3" B.C. PER R1.

LEGEND

B.C. BEGIN CURVE
B.T.M. BRASS TOP MONUMENT
E.C. END CURVE
FD. FOUND
MK'D MARKED
M MEASURED
RAD RADIAL BEARING
P.O.T. POINT ON TANGENT

R1 163 WS 30
R2 50 RS 25

ⓔ PROPOSED EASEMENT NOTE
ⓓ EXISTING EASEMENT NOTE

BASIS OF BEARINGS

BEARINGS SHOWN ON THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, EPOCH 1991.35 NORTH AMERICAN DATUM OF 1983, DERIVED LOCALLY BY CONTROL SURVEY RECORDED IN BOOK 50, PAGES 25-27 INCLUSIVE OF RECORDS OF SURVEY, THIS SURVEY IS TIED TO STATION 0001 "CROSS" AND STATION 0006 "OXNARD EAST BASE" OF THE NETWORK. SEE CONTROL DIAGRAM ON THIS SHEET FOR TIES TO SAID NETWORK.

STATE PLANE COORDINATE NOTES

ALL DISTANCES AND BEARINGS SHOWN AS MEASURED OR PROPORTIONED ARE ON THE CALIFORNIA COORDINATE SYSTEM GRID, ZONE 5, NAD 83. TO OBTAIN "GROUND LEVEL" DISTANCES, MULTIPLY BY 1.000030361, WHICH IS THE INVERSE OF THE AVERAGE COMBINATION FACTOR PER R1 AND FOR THIS SURVEY, THE COMBINED FACTOR IS THE PRODUCT OF THE ELEVATION FACTOR TIMES THE GCS83 SCALE FACTOR. THE ELEVATION FACTOR WAS COMPUTED USING A VALUE OF 20,906,000 FEET AS THE RADIUS OF CURVATURE OF THE EARTH AND THE ELEVATION AT STATION 0006 ("OXNARD EAST BASE"). THE ELEVATION USED FOR STATION 0006 IS 78.50'.

ALL RECORD DISTANCES AND BEARINGS SHOWN ARE AS NOTED IN THE RECORD DOCUMENT BEING REFERENCED. SEE THE RECORD REFERENCE FOR ADDITIONAL INFORMATION.

ALL RECORD GROUND DISTANCES USED FOR ESTABLISHMENT PURPOSES WERE FIRST CONVERTED TO GRID USING THE PROJECT AVERAGE COMBINATION FACTOR PER R1 OF 0.999969840.

TO COMPUTE TRUE NORTH AZIMUTHS (GEODETIC AZIMUTHS) ADD THE MAPPING ANGLE OF -0°42'36" TO THE GRID AZIMUTH. MAPPING ANGLE CALCULATED AT THE FOUND 2-1/2" BRASS CAP MK'D "P.O.T. 112+44.42 DEED V. CO" AS SHOWN HEREON.

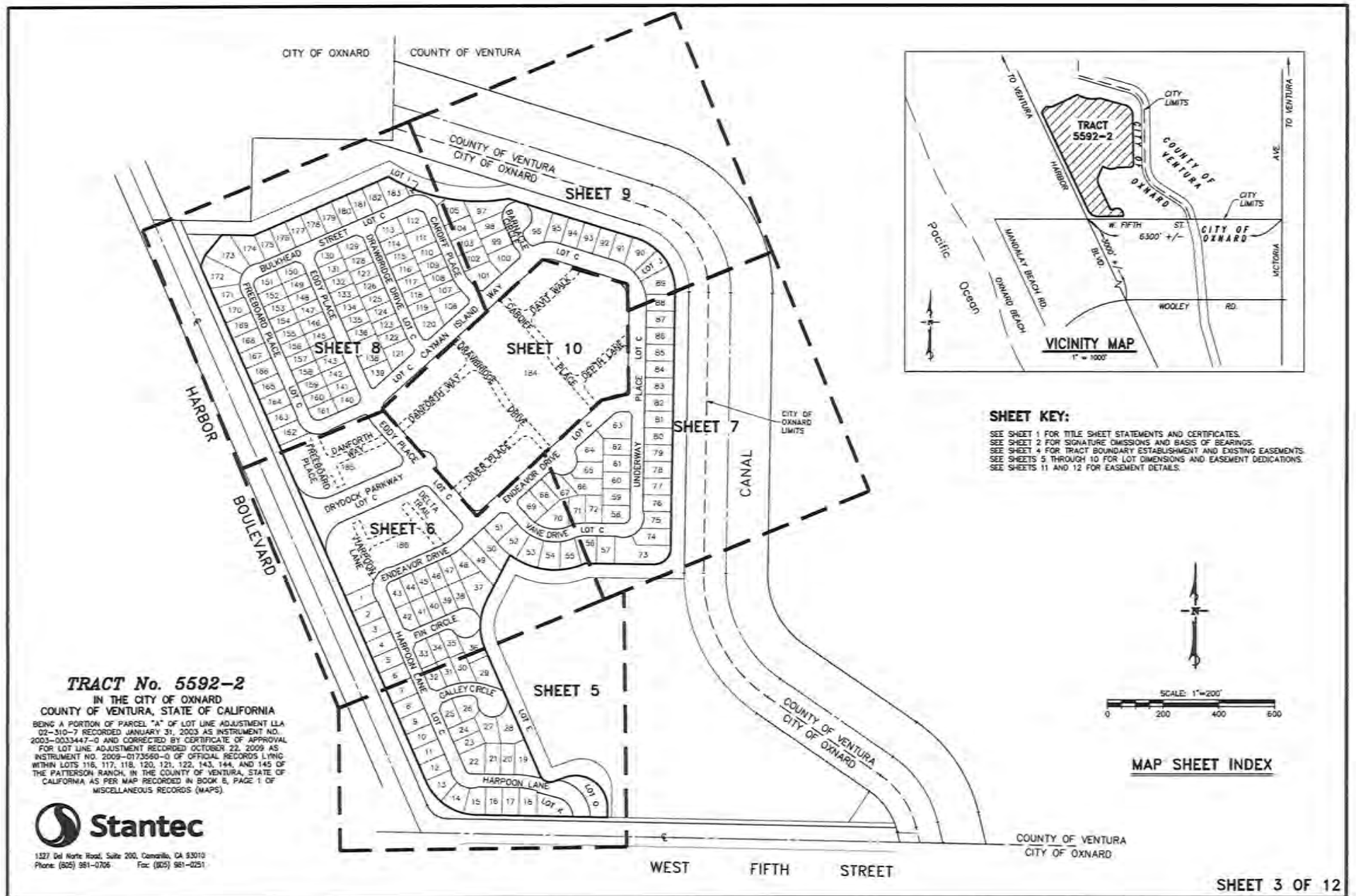
STATION: 0006 "OXNARD EAST BASE"
NORTHING: 1,895,504.859'
EASTING: 6,243,714.826'
COMBINED FACTOR: 0.99997049
CONVERGENCE ANGLE: -0°35'57.68" (M&R1)
ELLIPSOID HEIGHT: -38.02' (M&R1)
ELEVATION: 78.50'
PUBLISHED ACCURACY: FIRST ORDER HORIZONTAL (FGCS 1986 STANDARDS AND SPECIFICATIONS PER R2)

CONTROL DIAGRAM

SCALE: 1" = 1000'



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TRACT BOUNDARY ESTABLISHMENT

FD. 2-1/2" BRASS CAP MK'D
"P.O.T. 112+44.42
DEED VENTURA CO.
IN STANDARD MONUMENT
WELL PER R1, DOWN
1.3".

FD. 2-1/2" BRASS CAP MK'D
"SOUTHERN CALIF. EDISON
CO. RE 7211" IN STANDARD
MONUMENT WELL PER R1.
(5187012" E 1.12' FTC M&R1).
DOWN 0.3".

FD. 2-1/2" BRASS CAP MK'D
"SOUTHERN CALIF. EDISON
CO. RE 7211" IN STANDARD —
MONUMENT WELL PER R1.
(S18°10'12"E 1.12' FTC M&R1).
DOWN 0.3'

TRACT No. 5592-2
IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT LLA 02-310-7 RECORDED JANUARY 31, 2003 AS INSTRUMENT NO. 2003-0033447-0 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LYING WITHIN LOTS 116, 117, 118, 120, 121, 122, 143, 144, AND 145 OF THE PATTERSON RANCH, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 1 OF MISCELLANEOUS RECORDS (MAPS).



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SEE SHEET 2 FOR MONUMENT
DESCRIPTION.

SHEET KEY:

SEE SHEET 1 FOR TITLE SHEET STATEMENTS AND CERTIFICATES.
SEE SHEET 2 FOR SIGNATURE OMISSIONS AND BASIS OF BEARINGS.
SEE SHEET 3 FOR MAP SHEET INDEX AND VICINITY MAP.
SEE SHEETS 5 THROUGH 10 FOR LOT DIMENSIONS AND EASEMENT DEDICATIONS.
SEE SHEETS 11 AND 12 FOR EASEMENT DETAILS.

EXISTING EASEMENTS

- 1 AN EASEMENT OVER SAID LAND TO LAY, INSTALL, CONSTRUCT, MAINTAIN AND OPERATE TIE, PIPE, CONDUITS, DRAINS, DITCHES AND CANALS FOR DRAINAGE PURPOSES ONLY, AS RESERVED TO OXNARD DRAINAGE DISTRICT BY DEED RECORDED IN BOOK 164, PAGE 408 OF DEEDS. (BLANKET OVER ALL OF TRACT NO. 5592-2)
- 2 AN AVIGATION EASEMENT AND COVENANTS GRANTED TO THE COUNTY OF VENTURA FOR THE PURPOSE OF UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT, IN THE DOCUMENT RECORDED MAY 23, 2006 BY INSTRUMENT NO. 20060523-0110492 OF OFFICIAL RECORDS. (BLANKET OVER ALL OF TRACT NO. 5592-2)

SEE SHEETS 5 THROUGH 10 FOR ADDITIONAL EASEMENT
LOCATIONS AND DESCRIPTIONS.

SEE SHEETS 11 AND 12 FOR EASEMENT DETAILS.

LEGEND

FD.	FOUND
FTC.	FROM TRUE CORNER
W/C'D	MARKED
M	MEASURED
RAD	RADIAL BEARING
P.O.T.	POINT ON TANGENT.
R1	163 MR 30
8	FOUND MONUMENT AS NOTED
9	FOUND 1" IF TAGGED "LS 8369", PER R1
9	MONUMENT PER R1, TO BE SET PER R1 POST-CONSTRUCTION.

DETAIL

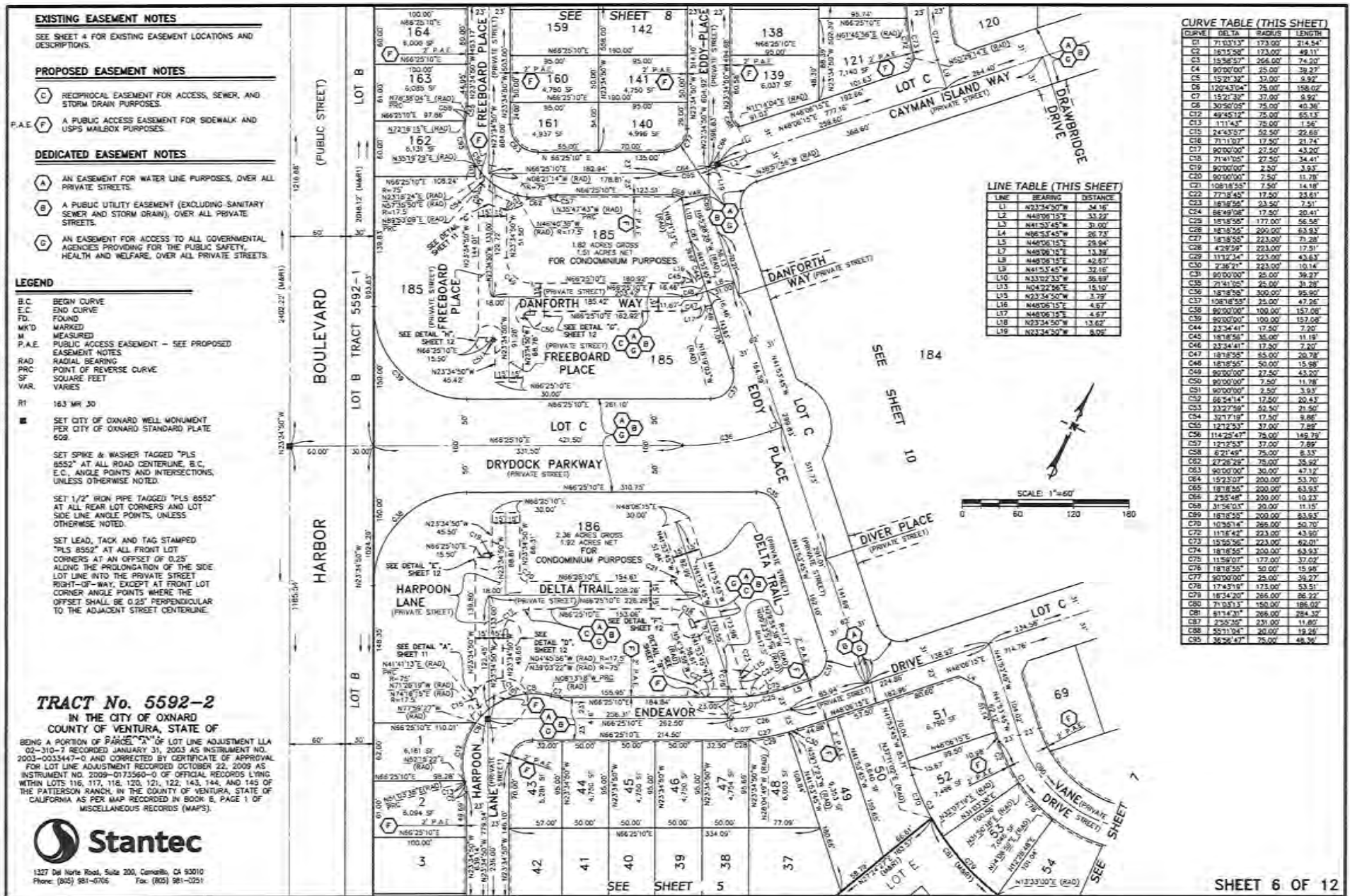
NTS

SCALE: 1"=200'

A horizontal scale bar with tick marks at 0, 200, 400, and 600 feet. The text "SCALE: 1"=200'" is positioned above the bar.

SHEET 4 OF 12





EXISTING EASEMENT NOTES

SEE SHEET 4 FOR EXISTING EASEMENT LOCATIONS AND DESCRIPTIONS.

PROPOSED EASEMENT NOTES

(E) AN EASEMENT FOR STORM DRAIN, SANITARY SEWER, LANDSCAPE AND ACCESS PURPOSES TO HOMEOWNERS' ASSOCIATION.

P.A.E. (F) A PUBLIC ACCESS EASEMENT FOR SIDEWALK AND USPS MAILBOX PURPOSES.

DEDICATED EASEMENT NOTES

(A) AN EASEMENT FOR WATER LINE PURPOSES OVER ALL PRIVATE STREETS.

(B) A PUBLIC UTILITY EASEMENT (EXCLUDING SANITARY SEWER AND STORM DRAIN) OVER ALL PRIVATE STREETS.

(G) AN EASEMENT FOR ACCESS TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE OVER ALL PRIVATE STREETS.

LEGEND

- B.C. BEGIN CURVE
E.C. END CURVE
FD. FOUND
M. MARKED
M. MEASURED
P.A.E. PUBLIC ACCESS EASEMENT - SEE PROPOSED EASEMENT NOTES
RAD. RADIAL BEARING
P.R.C. POINT OF REVERSE CURVE
SF. SQUARE FEET
R1. 163 MR 30
G. MONUMENT PER R1, TO BE SET PER R1 POST-CONSTRUCTION.
M. SET CITY OF OXNARD WELL MONUMENT PER CITY OF OXNARD STANDARD PLATE 609.
SET SPIKE & WASHER TAGGED "PLS 8552" AT ALL ROAD CENTERLINE, B.C., E.C., ANGLE POINTS AND INTERSECTIONS, UNLESS OTHERWISE NOTED.
SET 1/2" IRON PIPE TAGGED "PLS 8552" AT ALL REAR LOT CORNERS AND LOT SIDE LINE ANGLE POINTS, UNLESS OTHERWISE NOTED.
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TRACT No. 5592-2

IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT LL-4 02-310-7 RECORDED JANUARY 31, 2003 AS INSTRUMENT NO. 2003-0033447-0 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LYING WITHIN LOTS 116, 117, 118, 120, 121, 122, 143, 144, AND 145 OF THE PATTERSON RANCH, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 1 OF MISCELLANEOUS RECORDS (MAPS).



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LINE TABLE (THIS SHEET)

LINE	BEARING	DISTANCE	REFERENCE
L1	N29°14'18"W	37.71'	
L2	N33°54'48"W	25.24'	(RAD)
L3	N41°53'45"W	59.91'	
L4	N44°06'57"W	15.42'	
L5	N89°06'57"W	23.67'	
L6	N41°53'45"W	104.02'	
L7	N03°56'15"E	15.42'	



SHEET 9

CURVE TABLE (THIS SHEET)

CURVE	DELTA	RADIUS	LENGTH	REFERENCE
C1	71°03'51"	150.00'	186.02'	
C2	71°03'51"	127.00'	152.50'	
C3	12°15'24"	127.00'	22.19'	
C4	57°01'52"	127.00'	122.15'	
C5	125°27'	127.00'	3.16'	
C6	23°50'01"	148.00'	61.56'	
C7	22°47'08"	148.00'	58.86'	
C8	110°23'57"	148.00'	2.71'	
C9	23°50'01"	125.00'	52.00'	
C10	71°03'51"	173.00'	215.54'	
C12	20°10'14"	173.00'	80.90'	
C13	36°54'43"	173.00'	53.01'	
C14	23°50'01"	102.00'	42.45'	
C15	0°23'30"	102.00'	0.70'	
C16	23°26'31"	102.00'	43.73'	
C17	15°21'32"	57.00'	6.92'	
C18	51°14'27"	37.00'	2.15'	
C19	12°01'50"	37.00'	7.77'	
C20	50°00'00"	25.00'	39.27'	
C21	120°43'04"	75.00'	158.00'	
C22	41°18'54"	75.00'	54.30'	
C23	50°24'44"	75.00'	39.83'	
C24	48°02'24"	75.00'	63.28'	
C25	0°28'00"	75.00'	0.61'	
C26	15°21'32"	37.00'	9.92'	
C27	11°28'42"	182.00'	36.46'	
C28	47°22'28"	216.00'	43.67'	
C29	47°22'28"	216.00'	18.53'	
C30	70°14'	216.00'	26.84'	
C31	42°46'48"	81.00'	60.48'	
C34	42°46'48"	81.00'	32.33'	
C35	71°18'22"	25.00'	31.11'	
C36	14°36'43"	53.00'	131.92'	
C37	71°18'22"	25.00'	31.11'	
C38	28°41'04"	53.00'	26.53'	
C39	50°24'44"	53.00'	46.81'	
C70	41°33'00"	53.00'	38.38'	
C71	21°56'26"	53.00'	20.30'	
C72	50°00'00"	60.00'	94.25'	(M&R1)
C74	81°14'31"	255.00'	284.37'	(M&R1)
C75	23°50'01"	255.00'	13.72'	
C76	171°44'51"	255.00'	80.08'	
C77	17°22'24"	255.00'	81.31'	

SHEET 7 OF 12

LEGEND

- B.C. BEGIN CURVE
 E.C. END CURVE
 F.D. FOUND
 F.T.C. FROM TRUE CORNER
 MK'D MARKED
 MEAS'D MEASURED
 P.A.E. PUBLIC ACCESS EASEMENT - SEE PROPOSED EASEMENT NOTES
 RAD. BEARING
 P.O.T. POINT OF REVERSE CURVE
 P.O.T. POINT OF TANGENT
 SF. SQUARE FEET
 R1 163 MR 30
 FOUND MONUMENT AS NOTED
 FOUND 1" IRON PIPE TAGGED "LS 8369", PER R1
 MONUMENT PER R1, TO BE SET PER R1 POST-CONSTRUCTION.

SET SPIKE & WASHER TAGGED "PLS 8552" AT ALL ROAD CENTERLINE, B.C., E.C., ANGLE POINTS AND INTERSECTIONS, UNLESS OTHERWISE NOTED.

SET 1/2" IRON PIPE TAGGED "PLS 8552" AT ALL REAR LOT CORNERS AND LOT SIDE LINE ANGLE POINTS, UNLESS OTHERWISE NOTED.

SET LEAD, TACK AND TAG STAMPED "PLS 8552" AT ALL FRONT LOT CORNERS AT AN OFFSET OF 0.25' ALONG THE PROLONGATION OF THE SIDE LOT LINE INTO THE PRIVATE STREET RIGHT-OF-WAY, EXCEPT AT FRONT LOT CORNER ANGLE POINTS WHERE THE OFFSET SHALL BE 0.25' PERPENDICULAR TO THE ADJACENT STREET CENTERLINE.

CURVE TABLE (THIS SHEET)

CURVE	DELTA	RADIUS	LENGTH
C1	120°43'04"	25.00'	156.07'
C2	152°21'32"	37.00'	8.92'
C3	152°21'32"	37.00'	8.92'
C4	152°21'32"	37.00'	8.92'
C5	120°43'04"	25.00'	156.07'
C6	152°21'32"	37.00'	8.92'
C7	60°00'00"	25.00'	39.27'
C8	02°48'30"	25.00'	3.41'
C9	18°18'55"	122.00'	35.00'
C10	18°18'55"	99.00'	31.65'
C11	18°18'55"	145.00'	46.35'
C12	18°18'55"	200.00'	63.83'
C13	15°55'56"	223.00'	89.01'
C14	14°35'28"	177.00'	46.11'
C15	13°37'07"	78.00'	2.12'
C16	37°41'41"	75.00'	49.34'
C17	28°13'21"	75.00'	37.07'
C18	30°54'16"	75.00'	40.45'
C19	22°10'36"	75.00'	29.03'
C20	6°09'39"	630.21'	67.77'
C21	14°02'29"	630.21'	104.54'
C22	9°45'57"	630.21'	163.04'
C23	16°24'11"	75.00'	51.47'
C24	85°19'51"	75.00'	111.29'
C25	18°58'02"	75.00'	24.88'
C26	16°18'49"	145.00'	44.33'
C27	12°01'45"	145.00'	5.02'
C28	7°49'30"	25.00'	3.41'
C29	4°38'14"	223.00'	18.11'

TRACT No. 5592-2

IN THE CITY OF OXNARD,
 COUNTY OF VENTURA, STATE OF

BEING A PORTION OF PARCELS "A" & "B" OF LOT ADJUSTMENT LIA 02-310-7 RECORDED JANUARY 31, 2003 AS INSTRUMENT NO. 2003-0033447-0 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LIVING WITHIN LOTS 116, 117, 118, 120, 121, 122, 143, 144, AND 145 OF THE PATTERSON RANCH, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 1 OF MISCELLANEOUS RECORDS (MAPS).



1327 Del Norte Road, Suite 200, Camarillo, CA 93010
 Phone: (805) 981-0706 Fax: (805) 981-0251

SCALE: 1"=80'



LINE TABLE (THIS SHEET)

LINE	BEARING	DISTANCE	REFERENCE
L2	N22°22'30"E	40.22'	(MARI)
L3	N23°24'30"W	43.09'	
L4	N51°01'43"E	43.83'	
L5	N68°34'50"W	26.73'	
L6	N21°25'10"E	26.73'	
L7	N68°34'50"W	26.73'	
L8	N21°25'10"E	26.73'	
L9	N41°53'45"W	50.56'	
L10	N41°53'45"W	5.90'	
L11	N03°06'15"E	15.42'	
L12	N41°53'45"W	40.62'	
L13	N41°53'45"W	32.16'	
L14	N84°50'00"W	15.00'	
L15	N86°53'45"W	15.42'	
L16	N41°53'45"W	50.56'	
L17	N68°34'50"W	26.21'	



DETAIL

N.T.S.

EXISTING EASEMENT NOTES

SEE SHEET 4 FOR EXISTING EASEMENT LOCATIONS AND DESCRIPTIONS.

PROPOSED EASEMENT NOTES

P.A.E. (F) A PUBLIC ACCESS EASEMENT FOR SIDEWALK AND USPS MAILBOX PURPOSES.

DEDICATED EASEMENT NOTES

- (A) AN EASEMENT FOR WATER LINE PURPOSES, OVER ALL PRIVATE STREETS.
 (B) A PUBLIC UTILITY EASEMENT (EXCLUDING SANITARY SEWER AND STORM DRAIN) OVER ALL PRIVATE STREETS.
 (C) AN EASEMENT FOR ACCESS TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, OVER ALL PRIVATE STREETS.



SEE SHEET 6

139

SEE SHEET 10

SHEET 8 OF 12

LINE TABLE (THIS SHEET)

LINE	BEARING	DISTANCE
L1	N48°06'15"E	7.18'
L2	N78°22'44"W	14.17'
L3	N41°53'45"W	24.73'
L7	N03°06'14"E	15.42'
L8	N41°53'45"W	22.53'
L9	N23°34'50"W	4.74'
L10	N23°34'50"W	30.63'
L11	N41°53'45"W	64.43'
L12	N68°25'10"E	30.00'
L13	N17°20'58"E	8.00'
L14	N17°20'58"E	8.00'
L16	N00°33'03"E	9.10'

CURVE TABLE (THIS SHEET)

CURVE	DELTA	RADIUS	LENGTH
C1	78°39'27"	25.00'	33.42'
C2	46°43'18"	112.00'	91.33'
C4	59°14'43"	81.00'	83.78'
C10	18°18'55"	72.00'	8.63'
C11	18°18'55"	72.00'	23.34'
C12	18°18'55"	50.00'	15.98'
C16	18°28'02"	112.00'	36.10'
C17	28°15'18"	112.00'	55.23'
C18	88°11'56"	53.00'	90.82'
C19	58°03'54"	53.00'	53.71'
C20	103°23'59"	53.00'	35.65'
C21	12°28'19"	162.00'	36.58'
C22	17°22'50"	162.00'	48.47'
C23	147°2'02"	162.00'	40.15'
C24	16°01'55"	162.00'	45.33'
C25	12°49'59"	162.00'	38.28'
C26	45°20'03"	53.00'	41.94'
C27	17°8'38"	73.00'	1.87'
C28	173°0'17"	73.00'	21.67'

EXISTING EASEMENT NOTES

SEE SHEET 4 FOR EXISTING EASEMENT LOCATIONS AND DESCRIPTIONS.

PROPOSED EASEMENT NOTES

P.A.E. (F) A PUBLIC ACCESS EASEMENT FOR SIDEWALK AND USPS MAILBOX PURPOSES.

DEDICATED EASEMENT NOTES

- (A) AN EASEMENT FOR WATER LINE PURPOSES, OVER ALL PRIVATE STREETS.
- (B) A PUBLIC UTILITY EASEMENT (EXCLUDING SANITARY SEWER AND STORM DRAIN) OVER ALL PRIVATE STREETS.
- (C) AN EASEMENT FOR ACCESS TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, OVER ALL PRIVATE STREETS.

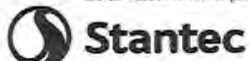
LEGEND

- B.C. BEGIN CURVE
E.C. END CURVE
F.D. FROM TRUE CORNER
MKT. MARKED
M. MEASURED
P.A.E. PUBLIC ACCESS EASEMENT - SEE PROPOSED EASEMENT NOTES
RAD. RADIAL BEARING
P.C. POINT OF REVERSE CURVE
SF. SQUARE FEET
- R1. 163 MR 30
MONUMENT PER R1, TO BE SET PER R1 POST-CONSTRUCTION.
- SET CITY OF OXNARD WELL MONUMENT PER CITY OF OXNARD STANDARD PLATE 609.
- SET SPIKE & WASHER TAGGED "PLS 8552" AT ALL ROAD CENTERLINE, B.C., E.C., ANGLE POINTS AND INTERSECTIONS, UNLESS OTHERWISE NOTED.
- SET 1/2" IRON PIPE TAGGED "PLS 8552" AT ALL REAR LOT CORNERS AND LOT SIDE LINE ANGLE POINTS, UNLESS OTHERWISE NOTED.
- SET LEAD, TACK AND TAG STAMPED "PLS 8552" AT ALL FRONT LOT CORNERS AT AN OFFSET OF 0.25' ALONG THE PROLONGATION OF THE SIDE LOT LINE INTO THE PRIVATE STREET RIGHT-OF-WAY, EXCEPT AT FRONT LOT CORNER ANGLE POINTS WHERE THE OFFSET SHALL BE 0.25' PERPENDICULAR TO THE ADJACENT STREET CENTERLINE.

TRACT No. 5592-2

IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A PORTION OF PARCEL "A" OF LOT LINE ADJUSTMENT LLA 02-310-7 RECORDED JANUARY 31, 2003 AS INSTRUMENT NO. 2003-0033447-0 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LYING WITHIN LOTS 116, 117, 118, 120, 121, 122, 143, 144, AND 145 OF THE PATTERSON RANCH, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 1 OF MISCELLANEOUS RECORDS (MAPS).



1327 0th North Road, Suite 200, Camarillo, CA 93010
Phone: (805) 921-0706 Fax: (805) 921-0521



CURVE TABLE (THIS SHEET)

CURVE	DELTA	RADIUS	LENGTH
C1	02°35'44"	200.00	10.25
C2	04°18'57"	25.00	36.79
C3	18°10'20"	200.00	63.93
C4	05°47'08"	169.00	18.77
C5	23°34'41"	17.50	7.20
C6	23°34'41"	17.50	7.20
C7	23°34'41"	17.50	7.20
C8	23°34'41"	17.50	7.20
C9	90°00'00"	25.00	39.27
C10	23°34'41"	17.50	7.20
C11	23°34'41"	17.50	7.20
C12	90°00'00"	27.50	43.20
C13	90°00'00"	27.50	43.20
C14	10°58'23"	87.50	16.76
C15	10°58'23"	72.50	13.68
C16	10°58'23"	102.50	19.67
C17	10°58'23"	87.50	16.76
C18	10°58'23"	102.50	19.67
C19	10°58'23"	72.50	13.68
C20	90°00'00"	27.50	43.20
C21	89°58'43"	27.50	43.19
C22	23°34'41"	17.50	7.20
C23	23°34'41"	17.50	7.20
C24	23°34'41"	17.50	7.20
C25	23°34'41"	17.50	7.20
C26	90°00'00"	27.50	43.20
C27	90°00'00"	27.50	43.20
C28	11°08'35"	30.00	5.72
C29	11°08'35"	30.00	5.91
C30	11°08'35"	30.00	5.72
C31	11°08'35"	30.00	5.72
C32	11°08'35"	30.00	5.72
C33	11°08'35"	30.00	5.91

CURVE TABLE (THIS SHEET)

CURVE	DELTA	RADIUS	LENGTH
C34	90°00'00"	27.50	43.20
C35	90°00'00"	27.50	43.20
C36	23°34'41"	17.50	7.20
C37	23°34'41"	17.50	7.20
C38	23°34'41"	17.50	7.20
C39	23°34'41"	17.50	7.20
C40	23°34'41"	17.50	7.20
C41	23°34'41"	17.50	7.20
C42	23°34'41"	17.50	7.20
C43	23°34'41"	17.50	7.20
C44	23°34'41"	17.50	7.20
C45	23°34'41"	17.50	7.20
C46	23°34'41"	17.50	7.20
C47	23°34'41"	17.50	7.20
C48	23°34'41"	17.50	7.20
C49	23°34'41"	17.50	7.20
C50	23°34'41"	17.50	7.20
C51	23°34'41"	17.50	7.20
C52	23°34'41"	17.50	7.20
C53	23°34'41"	17.50	7.20
C54	23°34'41"	17.50	7.20
C55	23°34'41"	17.50	7.20

LINE TABLE (THIS SHEET)

LINE	BEARING	DISTANCE
L1	N23°34'41"W	8.00
L2	N84°20'27"W	12.00
L3	N01°30'23"W	14.46
L4	N41°53'45"W	20.84
L5	N41°53'45"W	20.84
L6	N41°53'45"W	20.84
L7	N89°05'37"W	26.89
L8	N56°21'46"E	4.60
L9	N17°20'58"E	38.71
L10	N17°20'58"E	4.15
L11	N48°05'15"E	7.16

LEGEND

- B.C. BEGIN CURVE
E.C. END CURVE
F.O. FINDING
M.K'D. MARKED
M. MEASURED
P.A.E. PUBLIC ACCESS EASEMENT - SEE PROPOSED EASEMENT NOTES
RAD. RADIAL BEARING
PCC POINT OF COMPOUND CURVE
PRC POINT OF REVERSE CURVE
SF SQUARE FEET
R1 163 MR 30
- SET CITY OF OXNARD WELL MONUMENT PER CITY OF OXNARD STANDARD PLATE 909.
- SET SPIKE & WASHER TAGGED "PLS 2552" AT ALL ROAD CENTERLINE, B.C., E.C., ANGLE POINTS AND INTERSECTIONS, UNLESS OTHERWISE NOTED.
- SET 1/2" IRON PIPE TAGGED "PLS 8552" AT ALL REAR LOT CORNERS AND LOT SIDE LINE ANGLE POINTS, UNLESS OTHERWISE NOTED.
- SET LEAD, TACK AND TAG STAMPED "PLS 8552" AT ALL FRONT LOT CORNERS AT AN OFFSET OF 0.25' ALONG THE PROLONGATION OF THE SIDE LOT LINE INTO THE PRIVATE STREET RIGHT-OF-WAY, EXCEPT AT FRONT LOT CORNER ANGLE POINTS WHERE THE OFFSET SHALL BE 0.25' PERPENDICULAR TO THE ADJACENT STREET CENTERLINE.

TRACT No. 5592-2

IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF

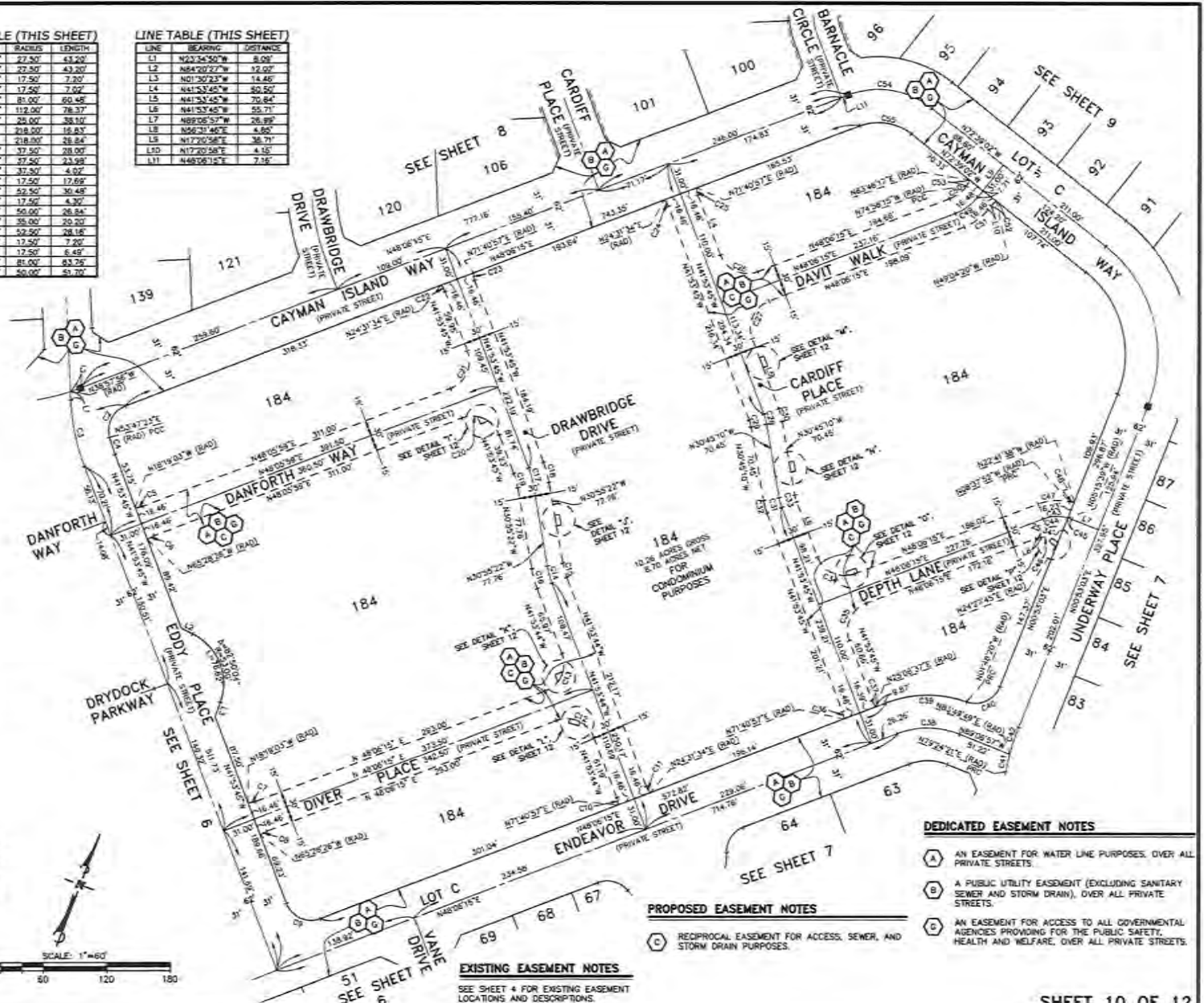
BEING A PORTION OF PARCEL 771 OF LOT LINE ADJUSTMENT LLA 02-310-7 RECORDED JANUARY 31, 2003 AS INSTRUMENT NO. 2003-003447-0 AND CORRECTED BY CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT RECORDED OCTOBER 22, 2009 AS INSTRUMENT NO. 2009-0173560-0 OF OFFICIAL RECORDS LYING WITHIN LOTS 116, 117, 118, 120, 121, 122, 143, 144, AND 145 OF THE PATTERSON RANCH, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 8, PAGE 1 OF MISCELLANEOUS RECORDS (MAPS).



1327 Del Norte Road, Suite 200, Concord, CA 93010
Phone: (925) 961-0706 Fax: (925) 961-0251

SCALE: 1"=60'

0 50 100 150



PROPOSED EASEMENT NOTES

- (C) RECIPROCAL EASEMENT FOR ACCESS, SEWER, AND STORM DRAIN PURPOSES.

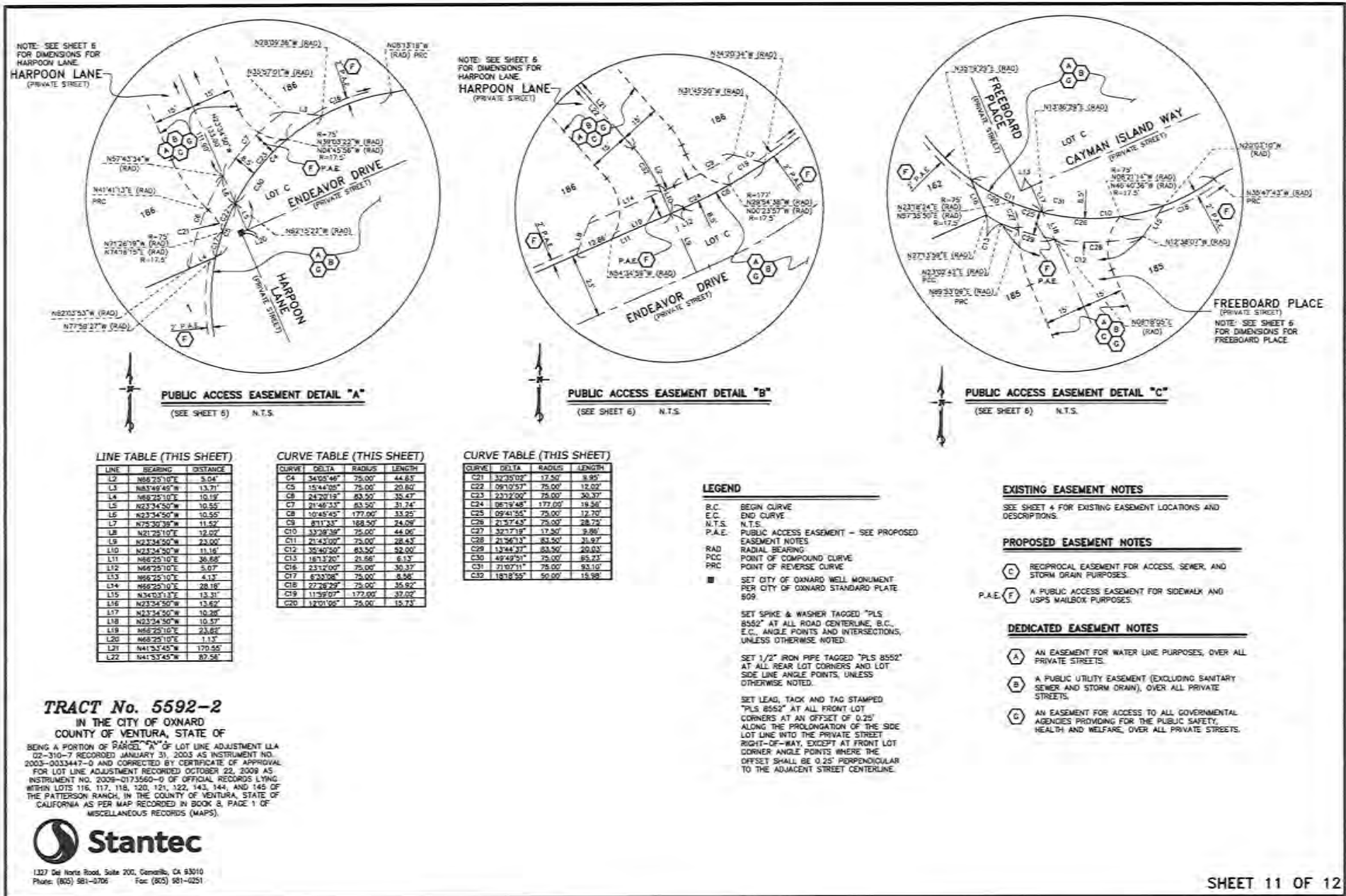
EXISTING EASEMENT NOTES

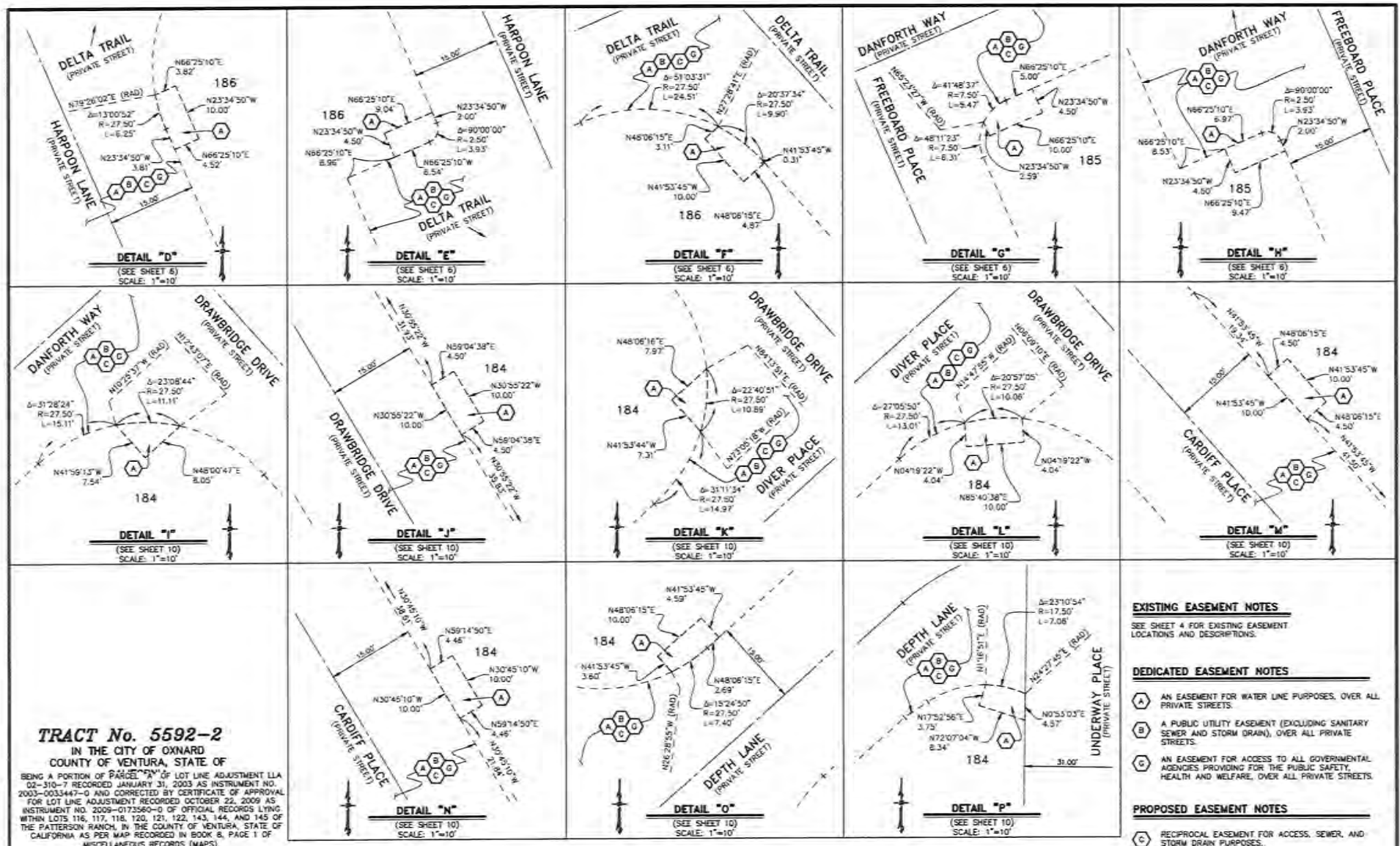
SEE SHEET 4 FOR EXISTING EASEMENT LOCATIONS AND DESCRIPTIONS.

DEDICATED EASEMENT NOTES

- (A) AN EASEMENT FOR WATER LINE PURPOSES, OVER ALL PRIVATE STREETS.
- (B) A PUBLIC UTILITY EASEMENT (EXCLUDING SANITARY SEWER AND STORM DRAIN), OVER ALL PRIVATE STREETS.
- (C) AN EASEMENT FOR ACCESS TO ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE, OVER ALL PRIVATE STREETS.

SHEET 10 OF 12





1327 Del Norte Road, Suite 200, Carmelita, CA 93010
Phone: (805) 381-0706 Fax: (805) 381-0251



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

DATE: September 3, 2019

TO: City Council

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

SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund.

RECOMMENDATION

That the City Council:

1. Authorize the disbursement of Public Art Fund revenues in the amount of \$170,000 for the purpose of providing funding for a range of cultural activities by various cultural arts organizations and artists; and
 2. Approve a one-time appropriation of revenue in the amount of \$170,000 from the Public Art Fund.
- (Community Services Committee approved 3-0)

BACKGROUND

Beginning in 2011, the City Council Cultural Arts Committee administered grants in support of the arts community in Oxnard. The funding for the grants comes from the Arts in Public Places Trust Fund, which is funded by the Public Art Program (Resolution No. 14,124). All new development (detailed in the resolution) is required to pay a public art fee of \$0.20 per square foot of roofed building area prior to issuance of a building permit. Public art fees, as well as monetary contributions from private sources, are deposited into the fund. This fund shall be used to acquire, purchase, install and maintain artwork on public property and to reimburse the City's costs to administer the Program. Disbursements from the fund may also be allocated to visual, performing or literary arts such as dance, voice, music or poetry.

The Cultural Arts Commission's powers and duties are established in Oxnard City Code (OCC) Section 2-131. OCC Section 2-131(H) authorizes the Cultural Arts Commission (CAC) to "Recommend to the city council the distribution of revenues collected through fundraising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals."

The process of selecting grant recipients has been through a Request for Proposal (RFP). For each cycle a RFP was developed by City staff and the CAC to establish the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards. RFPs were issued in May 2012, July 2013, December 2014, April 2017, and April 2018. In 2018, grants were made available in the following categories:

Project Grants: For the creation by an individual artist (emerging, mid-career, or established) or group of Oxnard-based artists, for a specific art project.

Operating Fund Grants: To sustain the work of an arts organization without being tied to a specific project, but to the artistic work/activities in general.

For each cycle, the grant amount has been determined by staff based on the balance of the Arts in Public Places Trust

Fund, taking into consideration potential future expenditure requests of the Fund. In previous grant cycles, the total grant amount has typically been approximately 70% of the available funds. The funding amounts for the last 3 years were \$150,000 (FY16-17), \$175,000 (FY17-18), and \$170,000 (FY18-19).

Funding Recommendation for 2019-20 Grant Cycle

In consideration of the Commission's authority to recommend to the City Council the distribution of revenues, the Commission recommends that the City Council appropriate \$170,000 from the Public Art Fund to various Oxnard-based arts organizations and artists through the 2019/2020 Arts in Public Places Grant Program. The grants will support ongoing operations and cultural activities in the City of Oxnard. The projected FY19-20 ending unassigned fund balance available is \$338,203. At the April 3, 2019 Cultural Arts Commission meeting, staff recommended a \$170,000 disbursement for this year's grant program, which is about 53% of the available funds. This amount, and percentage, is lower than what has been historically disbursed from the Public Art Fund. The recommendation for a lower percentage was based on:

1. The funds deposited into this account are dependent upon development activity which is susceptible to fluctuations, so staff wanted to plan for building up a stronger reserve for either a larger project or a downturn in the economy;
2. The City Council prioritized the Downtown Vision Plan; therefore, staff believes it is important to have funds available for forthcoming recommendations related to implementation of the City Council approved Arts Hub; and
3. The necessity of developing a reporting mechanism to ensure there are measurable outcomes to demonstrate the impact of the grants.

2019-2020 Grant Cycle Timeline

Anticipated/approximate timeline for the 2019/2020 grant cycle is as follows:

Mid-September 2019: RFP available
 Week of Sept. 23: Mandatory meetings for potential grantees
 Thursday, Oct. 24: RFPs due to City
 Week of Nov. 4: RFPs in hard copy delivered to evaluators
 Week of Nov. 18: Evaluators' meetings
 Dec. 4: Evaluators results presented to Cultural Arts Commission
 January 2020: Recommendations presented to Council
 February 2020: 2019/2020 grant awards disbursed

All applicants must be Oxnard-based (artists must be Oxnard residents; organizations must be based in Oxnard with a physical address). Government organizations and organizations that receive budgetary support from the City independent of this grant program are not eligible to apply.

As in previous grant cycles, City staff will establish review panels (evaluators) for the grant applications. Evaluators will be experts in the arts such as arts educators, arts executive directors, performers, curators, poets, authors, art critics, philanthropists, etc. Evaluators undergo a thorough training by City staff to cover the intent of the RFP which is reflective of the mission and vision of the Cultural Arts Commission (CAC). The review panels will score the grants. The CAC will review the recommendation and, if approved by majority vote, recommend to City Council approval of the grant awards at a future City Council meeting.

In 2017, due to the fact that a number of Commissioners had a conflict of interest because they were also potential grant recipients, the Cultural Arts Committee reconvened at a special meeting to approve the evaluators' recommendations. If the Commission is unable to establish a quorum to recommend approval of 2019-20 grant recipients, due to conflict of interest, staff will reconvene the Cultural Arts Committee again.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

FINANCIAL IMPACT

Approval of this action authorizes an appropriation and distribution of \$170,000 for the FY19/20 award cycle from the fund balance in the Arts in Public Places Trust Fund (Fund 547). The projected FY19-20 ending unassigned fund balance of the Arts in Public Places Trust Fund is \$168,203, net of this appropriation request. Similar to FY18/19 cycle, the award of FY19/20 cycle may be disbursed in two fiscal years, e.g., FY19/20 and carryover to FY20/21.

COMMITTEE OUTCOME

The Community Services Committee approved 3-0 on July 9, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. AIPP BA 7.9.19 Updated

REQUEST FOR BUDGET APPROPRIATION - FY19-20**Department:** Cultural & Community Services**Date:** July 9, 2019**Project/Program****Manager:** Terrel Harrison**Phone:** 7994**Reason for Appropriation:**

To appropriate fund balance of Public Art Funds in the amount of \$170,000 for the purpose of providing funding over 2 fiscal years to various cultural arts organizations, programs, and artists.

Accounts and Descriptions**AMOUNT****Fund:** 547 - ARTS IN PUBLIC PLACE TRUST**Expenditures/Transfers In**

547 - ARTS IN PUBLIC PLACES TRUST

547-4270-804-8479 OTHER SERVICES / ONE TIME MISC EXPENSE 170,000

Sub-total Expenditures

170,000**Net Change to Fund Balance (170,000)****Net Appropriation Change 170,000****Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____



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

DATE: September 3, 2019

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Office of Traffic Safety "Selective Traffic Enforcement Program" Grant.

RECOMMENDATION

That the City Council adopt a resolution:

1. Authorizing the City Manager to execute and apply for \$435,538 in grant funds from the State of California Office of Traffic Safety (OTS), to be used for the FY 19-20 Selective Traffic Enforcement Program (S.T.E.P.);
 2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
 3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for use of OTS funds; and
 4. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
- (Public Safety Committee approved 3-0)

BACKGROUND

The State of California, Office of Traffic Safety (OTS), has offered grant funding to assist the City in reducing the number of injury and fatal traffic collisions that occur on our City's roadways. The Police Department seeks to apply for the "Selective Traffic Enforcement Program" grant in the amount of \$435,538.

The Police Department is committed to reducing the total number of collisions through enforcement, education and engineering improvements, and is dedicated to the safety of our motorists, pedestrians, and bicycles. The Police Department will use grant funding to continue implementing strategies and conduct enhanced enforcement operations to address primary collision factors, such as speed, failure to yield, and unsafe turning movements, to aid in making our roads safer. Traffic safety presentations at community events, public meetings and schools will also be utilized as means to promote awareness regarding bicycle, motorcycle and pedestrian safety.

The Police Department continually evaluates collision data and statistics to ensure problematic areas and primary collision-causing factors are addressed. The Police Department will focus enforcement in collision-prone and problematic areas through multi-officer enforcement operations focused on specific primary collision-causing traffic violations and DUI enforcement operations. Grant funding will be used to deploy officers for the sole purpose of conducting DUI enforcement. The traffic unit will conduct monthly DUI checkpoints and enforcement details during peak times and at locations which experience a high number of DUI-related collisions. Traffic officers will utilize seat belt and distracted driving laws, along with best practice methods in order to promote seat belt compliance and deter distracted driving. Working with the City traffic engineer, the traffic unit will evaluate problematic locations to facilitate roadway improvements in order to reduce the incidence of high-frequency collisions involving pedestrian, bicycle, and vehicular traffic on our City streets.

The Police Department understands the value of educating the community in order to increase traffic safety. The traffic unit, with the assistance of the school resource officers, will continue conducting pedestrian and bicycle safety presentations to middle and high school students. The safety presentations will include topics such as safe practices and effective solutions to enhance pedestrian safety, risks and hazards of riding bicycles in traffic, and the importance of wearing proper safety equipment. The Police Department will continue offering "Start Smart" teen driver safety classes, in which parents and teenagers will be informed of the key factors associated with teenage traffic collisions.

The Police Department will continue to collaborate with allied agencies in Ventura County in the effort to coordinate enforcement activities and implement strategies to address place of last drink (POLD) data and alcohol service compliance. Social media will also be used to distribute and provide information regarding statistical crash data, improve public awareness, and to encourage community involvement directed at collision reduction. We will also utilize all available media and outreach methods to promote safe driving habits, encourage seat belt compliance, and deter distracted driving.

The Police Department will continue to participate in the "Know Your Limit" program. In 2017, the Police Department implemented the program as a method to reduce impaired driving. Officers developed partnerships with local bars and restaurants and gain cooperation to educate patrons about the effects of alcohol on their body, the potential for serious injury or death when driving while impaired, and the negative financial penalties of a DUI arrest. Patrons are asked to guess their blood alcohol content based on the number of drinks they have consumed and are offered a "no consequence" breathalyzer test. Information is also provided regarding designated driver and ride share programs. The program has received an overwhelmingly positive response from both business owners and patron alike.

This grant looks at continuing with proactive and innovative approaches to combating DUI and DUID collisions and will allow the Police Department to continue conducting warrant operations that target multiple DUI and DUID offenders who have violated their probation terms and have failed to appear in court.

Finally, grant funding will assist in providing continued public education geared towards pedestrians, bicyclists, and motorists of all ages, coupled with enhanced enforcement to ensure the community is safe when traveling our roadways.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

FINANCIAL IMPACT

There is no financial impact. The Selective Traffic Enforcement Program does not require ongoing or one-time matching contributions. Upon confirmation of the grant award, grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on July 23, 2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. Selective Traffic Enforcement Program Resolution
2. 2020 STEP Grant Application

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CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

WHEREAS, City Council Resolution No. 12,053 sets out the procedures by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the State of California, Office of Traffic Safety for \$435,538.13 in Office of Traffic Safety grant funds, to be used for traffic enforcement and education.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for selective traffic enforcement and education and resolves to recognize grant revenue in the amount of \$435,538.13 from the State of California, Office of Traffic Safety. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS ____th day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Application Information

Application No: 20-002088

Application Type: STEP	Agency (City or County): Oxnard	Department (Police Dept, DA Office, etc): Oxnard Police Department
Authorized Representative: Denise Shadinger	DUNS Number: 100849152	DUNS Expiration Date:
DUNS Registered Address: 251 South C Street	DUNS City: Oxnard	DUNS ZIP+4: 93030-5711

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement:

The City of Oxnard is located along a stretch of the California "Gold Coast" known for its beautiful beaches and its proximity to rural and a major urban area. Oxnard's residents enjoy a surpassed quality of life offered by the clear air of the seaside community, cultural features of an urban area, and 18 miles of beautiful coastline. Oxnard is 62 miles northwest of Los Angeles and 35 miles south of Santa Barbara.

Incorporated in 1903, Oxnard is a full-service city with a Council/Manager form of government. Oxnard is the largest city in Ventura County with a growing population of over 200,000 and has over 1,650 full and part-time employees. Oxnard hosts over 30 large-scale community events and festivals. Some of the events include a four-week long Dallas Cowboys Training Camp, Santa to the Sea Half Marathon involving 3,000 runners, Tour of California cycling race which traverses through our city and includes 13 world cycling teams, and numerous festivals including the California Strawberry Festival that annually has an attendance of approximately 60,000 people.

The Oxnard Police Department takes pride in providing services to a city that is developing and a community that is rich in cultural history. However, it is a challenge for the police department to manage the traffic safety demands for one of the largest cities in California. The Oxnard Police Department utilizes a variety of resources to identify and analyze traffic-related issues in our City. Traffic sergeants review traffic collision data, enforcement operations, and educational campaigns in an effort to develop strategies to reduce collisions and create safer roadways. Monthly traffic collision analysis and enforcement reports are disseminated to all members of the Department to aid with focused enforcement efforts and community engagement regarding traffic safety.

Based on collision data and research, the following is an analysis of traffic-related issues in the City of Oxnard:

Department Collision Data (2015-2017)

- Top Collision Types
 1. Rear end (29%)
 2. Broadside (28%)
 3. Sideswipe (15%)
 4. Hit object (11%)
 5. Head on (9%)
- Top Primary Collision Factor / Type of Collision / Time
 1. Unsafe Speed / Rear end / 1200-1900 hours
 2. Improper Turnings / Sideswipe / 1000-1300 and 1500-2000 hours
 3. Right of Way Violations / Broadside / 1300-2000 hours
 4. DUI / Rear end / 2000-0200 hours
 5. Pedestrian Involved / Broadside / 1700-2100 hours
- Top Collision Location and Primary Collision Factor
 1. Oxnard Bl. @ Fifth Street / Pedestrian violation and improper turning
 2. Vineyard Avenue @ Oxnard Bl. / Unsafe speed and pedestrian violations
 3. Ventura Road @ Wooley Road / Unsafe speed and following too closely
 4. Gonzales Road @ Rose Avenue / Unsafe speed and pedestrian violations
 5. Gonzales Road @ Oxnard Blvd. / Unsafe speed and DUI
- Top DUI Arrest Locations
 1. Saviers Road from Coach C Lane to Pleasant Valley Road
 2. Oxnard Blvd. from Citrus Grove to Forest Park Blvd.
 3. Oxnard Blvd. from Wooley Road to Roderick Avenue
 4. Rose Avenue from Tiesa Lane to Emerson Avenue
 5. Channel Islands Blvd. from Harbor Blvd. to Ventura Road
- Collision Party by Race
 1. Hispanic (60%)
 2. White (15%)
- Collision Party by Gender
 1. 62% Male
 2. 38% Female
- Parties at Fault by Age
 1. Highest age range was 18-23 years old

The Department will use grant funding to develop strategies to deploy additional specially trained officers in problematic areas in an effort to reduce dangerous and distracted driving. The Department would also actively participate in community engagement through a strong traffic safety social media and educational campaign. Through grant funding, our Department will increase efforts in achieving our traffic safety goal of reducing collisions and creating safer roadways for our community.

Traffic Data Summary:

Please complete the table below using local data, do not use the OTS Rankings or SWITRS.

Collision Type	2015				2016				2017			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	13		13		7		7		13		16	
Injury	902		1352		975		1393		1074		1587	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	2	92	2	134	1	83	1	121	1	23	1	35
Hit & Run	1	166	1	203	1	153	1	176	2	153	2	186
Nighttime (2100-0259 hours)	3	188	3	264	1	161	1	227	1	161	1	231
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1 -	Unsafe Speed								5	545	5	930
#2 -	Improper Turning								2	221	2	305
#3 -	Right of Way Violations								1	514	1	829

Proposed Solution

Strategies:

The Oxnard Police Department is committed to keeping our roadways safe and reducing collisions. With grant funding, the Department will increase priority to reduce DUI-related and injury collisions; however, there will also be additional focus on pedestrian, motorcycle, and bicycle safety, improving school zone safety, and addressing dangerous and distracted driving. In addition to enhanced traffic enforcement and education, the Department will partner with the Oxnard School District and community organizations to promote traffic safety, safe teen driving, and pedestrian and bicycle safety. An interactive traffic safety presentation will be developed for our community in which officers will discuss safe practices and effective solutions to enhance pedestrian. The presentations will also include training on the risks and hazards of riding bicycles in traffic and how to reduce them, and the importance of wearing proper safety equipment.

The Department will also prioritize community engagement as a means to educate our community and promote traffic safety. Information will be shared with our community by developing a strong social media campaign and attending social events such as Coffee with a Cop, National Night Out, neighborhood council meetings, and community events.

Additional strategies to reduce collisions include the following:

- Crash data and DUI-related statistics will be analyzed monthly to ensure officers are addressing the problem areas within the City and targeting the primary collision factors on those roadways. Collision and DUI arrest data will be shared with members of the Department to aid with enforcement and educational efforts.
- Officers will provide “Start Smart Teen Driver Safety Classes” in which parents and teenagers will be informed of the key factors associated with teenage traffic collisions.
- Officers will host Head Smart Bicycle Educational presentations. Head Smart presentations are educational presentations given by officers to elementary and middle-school-aged youth. Presentations include bicycle safety information such as the rules of the road for bicyclists, safety information, proper bicycle helmet fitting instruction, and bicycle helmet distribution.
- Specially trained officers will offer Responsible Beverage Service (RBS) training for local establishments serving alcohol.
- Continued the Know Your Limit and Choose Your Ride campaign. As the only agency bringing this innovative program to Ventura County, the Department has collaborated with over two dozen bars and restaurants to inform the public of the risks of impaired driving and to encourage responsible alcohol consumption.
- The Department will continue efforts to lower DUI-related collisions and to educate motorists about impaired driving through DUI saturations and checkpoints. DUI collision and arrest data will be evaluated to determine where to deploy resources and conduct enforcement operations. In addition, two traffic officers will primarily be dedicated to DUI enforcement and prevention. The DUI officers will focus enforcement in identified areas within the city where DUI incidents are prevalent and perform enforcement activities in those areas for the specific purpose of reducing DUI-related collisions. The DUI officers will work shifts when driving under the influence is most prevalent.
- Traffic and school resource officers will work with the traffic engineer’s office and the Oxnard School District Risk Manager to conduct school zone traffic safety assessments to improve school zone traffic safety.
- Officers will conduct enforcement saturations in high collision areas focusing enforcement on the primary collision factors.
- In an effort to increase Patrol Division involvement in improving traffic safety, information on traffic citations will be sent to Patrol Commanders each month to ensure officers are conducting enforcement in problematic areas, the briefing room traffic informational board will be updated with collision data, traffic officers will provide on-going training to patrol during briefings, and advanced traffic-related and impaired driver training will be provided to officers.

Agency Qualifications:

The Oxnard Police Department is a progressive and nationally recognized community policing organization. The Department has 249 sworn officers and 126 civilian employees who value strong work ethics and cultural diversity within our community and our Department. Oxnard police officers take pride in “protecting our community with exceptional service.”

The Oxnard Police Department Traffic Unit is committed to traffic safety and dedicated to creating safer roadways for our community by reducing collisions. The Traffic Unit sworn personnel consist of two sergeants, two senior officers, and ten traffic officers. The Traffic Unit is overseen by a Patrol Support Division Commander and Patrol Division Assistant Police Chief. The Traffic Unit provides staffing five days a week in order to address traffic safety issues in problematic areas. Two traffic officers are also scheduled during nighttime hours and dedicated to DUI enforcement.

The Traffic Unit is supported by Traffic Service Assistants (TSA) who are civilian support staff. The TSA Unit consists of two Senior TSAs and 14 TSA positions. The essential function of traffic service assistants is to improve the quality of life in our city by enforcing parking regulations. However, TSAs also perform traffic control at collision scenes and investigate injury and non-injury collisions. In addition, TSAs provide the needed support for all traffic operations including fatal collision investigations, community events, and enforcement operations.

The Oxnard Police Department has managed numerous OTS-funded grants including Avoid grants, STEP grants, and Click it or Ticket grants. All grant objectives and goals are managed by the two senior traffic officers, and all grant operations are supervised by the two traffic sergeants. Traffic personnel also work in conjunction with our Department fiscal manager to ensure that grant funding is properly utilized and all reporting requirements are met. The Department has always achieved or exceeded the objectives and goals of our grants. The Department has participated in several on-site grant performance reviews and has received positive comments and appraisals for the management of our grants. For example, in 2018, our OTS program director conducted an on-site grant performance review and stated, “The Oxnard Police Department is to be commended for their dedication to traffic safety and saving lives. They have done well managing the grant and completing the objectives in a timely and cost-effective manner.”

Based on our experience, staffing levels, and support from our police command staff, city management, and community, the Oxnard Police Department has the resources and skills to adequately manage largescale traffic safety grants.

Program Sustainability:

The Oxnard Police Department has benefited from years of support and funding from OTS. Through funding, our Department has sent several officers to a variety of training courses including SFST and DRE instructor courses. Our Department is now the only agency in Ventura County that has implemented an SFST training program in which every new officer is provided advanced training on the impairment of drivers under the influence of drugs, marijuana, and alcohol. Based on our training program, our Department will require less federal funding to provide impaired driver training for our officers.

The Department also maintains inventory on all equipment purchased with grant funding. All equipment is regularly inspected and routinely serviced. The Department still has equipment that is in-service that was purchased through grant funding over 10 years ago. As a result of our meticulous preventative maintenance, less funding is required for purchasing of new equipment.

The Oxnard Police Department has successfully managed grants for over 30 years. The Department has managed federally-funded community policing grants and OTS-funded traffic safety grants including several Avoid grants in Ventura County. The Department does not receive any additional traffic enforcement funding from other sources other than OTS. The following is a list of grants managed by the Oxnard Police Department:

- 2006-2009 Avoid the 18 DUI Campaign-Ventura County \$270,258.00 (AL0763)
- 2008-2011 Avoid the 14 DUI Campaign-Ventura County \$482,555.72 (AL0908)
- 2011-2012 Avoid the 14 DUI Campaign-Ventura County \$150,000.00 (AL20553)
- 2012-2013 Avoid the 14 DUI Campaign-Ventura County \$145,000.00 (AL1373)
- 2013-2014 Avoid the 14 DUI Campaign-Ventura County \$175,000.00 (AL1407)
- 2009-2010 DUI Enforcement and Awareness Program \$357,116.00 (AL1059)
- 2010-2011 DUI Enforcement and Awareness Program \$250,000.00 (AL1185)
- 2011-2012 DUI Enforcement and Awareness Program \$250,000.00 (AL20480)
- 2012-2013 Selective Traffic Enforcement Program \$150,000.00 (PT13106)
- 2013-2014 Selective Traffic Enforcement Program \$252,357.00 (PT1448)
- 2014-2015 Selective Traffic Enforcement Program \$316,500.00 (PT1552)
- 2015-2016 Selective Traffic Enforcement Program \$275,000 (PT16100)
- 2016-2017 Selective Traffic Enforcement Program \$330,000 (PT1787)
- 2017-2018 Selective Traffic Enforcement Program \$585,000 (PT18108)
- 2018-2019 Selective Traffic Enforcement Program \$410,800 (PT19084)
- 2009-2010 Sobriety Checkpoint Mini-Grant Program \$54,000.00 (SC10299)
- 2010-2011 Sobriety Checkpoint Mini-Grant Program \$55,476.00 (SC11299)
- 2012-2013 Sobriety Checkpoint Grant Program \$96,750.00 (SC13299)
- 2013-2014 Sobriety Checkpoint Grant Program \$91,450.00 (SC14299)
- 2009-2010 Next Generation-Click It or Ticket \$31,867.00 (CT10299)
- 2010-2011 Next Generation-Click It or Ticket \$8,497.92 (CT11299)

Grant funding has assisted our Department in achieving our goal of lowering DUI-related injury collisions by educating motorists about impaired driving through DUI saturations and checkpoints. With the assistance of grant funding from OTS, the City of Oxnard has experienced a 15% reduction in total collisions and 25% of DUI alcohol injury collisions as compared to 2010. In 2018, through our commitment to reduce DUI-related collisions, Oxnard officers arrested 827 impaired drivers which is an increase of 27% as compared to 2017.

OTS funding has also aided in changing the culture in our Department to a traffic safety conscious environment. Since 2016, the Department has provided advanced impaired driver (SFST) training to every new officer in our post-academy. Grant funding has also allowed the Department to bridge the gap and barriers associated with traditional citation-writing by obtaining OTS funding to implement an eCitation program. The funding allowed for the purchase of handheld eCitation devices and printers to outfit patrol and traffic officers. eCitations provides real-time intelligence which is immediately available for others within the Department to search and analyze. The use of eCitations has improved police operations by increasing efficiency allowing additional time to focus on traffic enforcement. The years of grant funding has proven to be a key factor in achieving our goal of making our roadways safer for our community.

Goals

Required Goals

Description
Reduce the number of persons killed in traffic collisions.
Reduce the number of persons injured in traffic collisions.
Reduce the number of pedestrians killed in traffic collisions.
Reduce the number of pedestrians injured in traffic collisions.
Reduce the number of bicyclists killed in traffic collisions.
Reduce the number of bicyclists injured in traffic collisions.
Reduce the number of persons killed in alcohol-involved collisions.
Reduce the number of persons injured in alcohol-involved collisions.
Reduce the number of persons killed in drug-involved collisions.
Reduce the number of persons injured in drug-involved collisions.
Reduce the number of persons killed in alcohol/drug combo-involved collisions.
Reduce the number of persons injured in alcohol/drug combo-involved collisions.
Reduce the number of motorcyclists killed in traffic collisions.
Reduce the number of motorcyclists injured in traffic collisions.
Reduce hit & run fatal collisions.
Reduce hit & run injury collisions.
Reduce nighttime (2100 - 0259 hours) fatal collisions.
Reduce nighttime (2100 - 0259 hours) injury collisions.

Applicant-Defined Goals

Custom Description	Target Number
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Objectives

Objectives Associated with Selected Application Type. Enter a Target Number or '0' if Target Number is not applicable.

Select?	Target Number	Description
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Yes	0	Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
Yes	0	Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.
Yes	0	Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
Yes	10	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	10	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training.
Yes	3	Send law enforcement personnel to the DRE Recertification training.
No	0	Send law enforcement personnel to SFST Instructor training.
Yes	1	Send law enforcement personnel to DRE Instructor training.
Yes	12	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	25	Conduct DUI Saturation Patrol operation(s).
No	0	Conduct Court Sting operation(s) to cite individuals driving from court after having their driver's license suspended or revoked.
Yes	8	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
Yes	4	Conduct Stakeout operation(s) that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	15	Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
Yes	10	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
Yes	8	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.
No	0	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	8	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.
Yes	12	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.
Yes	14	Conduct Know Your Limit campaigns with an effort to reach members of the community.
Yes	2	Conduct highly visible collaborative DUI Enforcement operations
Yes	2	Conduct highly visible collaborative Traffic Enforcement operations

Applicant-Defined Objectives. Users have the option to delete after adding if necessary.

Select?	Target Number	Custom Description
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Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

Phase 2 - Program Operations:

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
1. If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
 2. If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
 3. Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 4. Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
 - Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
 - Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
 - Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
 - Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

Phase 3 - Data Collection:

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Budget

Personnel Costs

Positions - Enter full-time, part-time, hourly, or salaried positions in this section. For Benefits, start the Item Name with the word 'Benefits', enter the corresponding salary or overtime total amount in the Unit Cost or Rate column, and enter the Benefits Rate to have the system calculate Benefit Costs as Unit Cost * Benefits Rate. For related Benefits for the example position (100.0 and 100.1) for Benefits.

Display Order	Item Name	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
100.0	None		\$0.00	0	0.00%	\$0.00

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
101.0	A. Personnel Costs	DUI Saturation Patrols	DUI Saturation Patrols	\$3,556.00	25	\$88,900.00
102.0	A. Personnel Costs	DUI/DL Checkpoints	DUI/DL Checkpoints	\$9,534.00	12	\$114,408.00
103.0	A. Personnel Costs	Warrant Service Operations	Warrant Service Operations	\$2,656.00	8	\$21,248.00
104.0	A. Personnel Costs	Stakeouts	Stakeouts	\$2,656.00	4	\$10,624.00
105.0	A. Personnel Costs	Know Your Limit	Know Your Limit	\$2,150.00	14	\$30,100.00
106.0	A. Personnel Costs	Distracted Driving	Distracted Driving	\$2,656.00	10	\$26,560.00
107.0	A. Personnel Costs	Motorcycle Safety	Motorcycle Safety	\$2,656.00	8	\$21,248.00
108.0	A. Personnel Costs	Traffic Enforcement	Traffic Enforcement	\$2,656.00	15	\$39,840.00
109.0	A. Personnel Costs	Pedestrian and Bicycle Enforcement	Pedestrian and Bicycle Enforcement	\$2,656.00	8	\$21,248.00
110.0	A. Personnel Costs	Traffic Safety Education	Traffic Safety Education	\$312.00	12	\$3,744.00
111.0	A. Personnel Costs	Other	Collaborative DUI Enforcement Operations	\$3,556.00	2	\$7,112.00
112.0	A. Personnel Costs	Other	Collaborative Traffic Enforcement Operations	\$2,656.00	2	\$5,312.00
113.0	A. Personnel Costs	Other	Benefit - 8.76	\$390,344.00	1	\$34,194.13

Personnel Costs: \$424,538.13

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
200.0	B. Travel Expenses	In State Travel	\$5,000.00	1	\$5,000.00

Travel Expenses: \$5,000.00

Contractual Services

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
300.0	C. Contractual Services	None	\$0.00	0	\$0.00

Contractual Services: \$0.00

Equipment (must have Unit Cost of at least \$5000)

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
400.0	D. Equipment	None	\$0.00	0	\$0.00

Equipment: \$0.00

Other Direct Costs

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
500.0	E. Other Direct Costs	DUI Checkpoint Supplies	\$3,000.00	1	\$3,000.00
501.0	E. Other Direct Costs	Educational Materials	\$3,000.00	1	\$3,000.00

Other Direct Costs: \$6,000.00

Indirect Costs

Item Name should indicate the % and the Cost Category for Indirect Costs e.g. 15% of Salaries and Benefits. Use the Percent Paid by Grant for the Indirect Rate and the Unit Cost or Rate field to indicate the total amount for which Indirect Costs will be claimed. The system will calculate the Cost to Grant.

Display Order	Cost Category	Item Name	Indirect Rate	Amount Subject to Indirect	Calculated Cost to Grant
600.0	F. Indirect Costs	None		\$0.00	\$0.00

Indirect Costs: \$0.00

Total Requested Funding: \$435,538.13

Narrative Review

Review and update Narrative for Budget Items

Item	Narrative
None	None
DUI Saturation Patrols	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI/DL Checkpoints	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Stakeouts	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Know Your Limit	Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Distracted Driving	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education	Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative DUI Enforcement Operations	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement Operations	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefit - 8.76	Benefit Rate
In State Travel	Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include (enter other known conferences or required events). All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
None	None
None	None
DUI Checkpoint Supplies	DUI Checkpoint Supplies
Educational Materials	Educational Materials – costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.
None	None

Upload Documents (Optional)

Please try to include all information in the application itself, but if necessary, upload additional documents here

Document Name	Update Date/Time
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Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

\$435,538.13



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

DATE: September 3, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award a Fourth Amendment to Agreement A-7590 with Clean Harbors Environmental Services, Inc. for business and residential household hazardous waste disposal.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement A-7590 ("Agreement") with Clean Harbors Environmental Services, Inc. ("Clean Harbors") that:

1. Extends the Agreement term to June 30, 2020;
2. Increases the per load and pick up disposal rates for residential household hazardous waste (HHHW); and
3. Allows Conditionally Exempt Small Quantity Generator (CESQG) waste.

BACKGROUND

Due to facility permit limitations, the Environmental Resources Division Del Norte Regional Recycling and Transfer Station (Del Norte) cannot receive nor dispose of conditionally exempt small quantity generator (CESQG) toxic materials such as pesticides, solvents, surfactants and acids. Clean Harbors has the only licensed disposal facility in Ventura County, located in Camarillo. The closest similar facilities in Southern California are in Azusa and Pomona. Clean Harbors hosts monthly household hazardous waste (HHHW) drop-off events at the Camarillo facility and schedules pick ups of waste at residential and CESQG addresses for disposal in Camarillo.

On June 25, 2013, City Council approved a two (2) year Agreement among the City, Clean Harbors and the City of Port Hueneme in an amount of \$160,000. This Agreement allows for the permitted disposal of CESQG materials. For the duration of the Agreement, the City agreed to pay a per vehicle maximum of \$250, or \$500 per year, for each CESQG participant, not to exceed \$10,000 for all Oxnard CESQG participants. Port Hueneme pays Clean Harbors directly for its CESQC participants.

City Council approved a First Amendment to the Agreement on July 28, 2015, extending the term to June 30, 2016, increasing the total Agreement value to \$240,000 and maintaining the same rates as Fiscal Year 2014-15. Council approved a Second Amendment on October 4, 2016, extending the term to October 4, 2017, increasing the total Agreement value to \$400,000 and maintaining the same rates as Fiscal Year 2015-16. Council approved a Third Amendment on November 28, 2017, extending the term to June 30, 2019, and increasing the rates for Fiscal Years 2017-18 and 2018-19. The total contract value remained at \$400,000. Staff will release a formal solicitation prior to the end of this amendment to determine if there are any other viable options for providing this service.

DISCUSSION

Staff now proposes a Fourth Amendment to the Clean Harbors contract. The amendment does not change the Agreement's total value. However, due to recent wage and benefits increases and higher equipment, fuel, materials,

disposal, tax and regulatory costs, the Agreement's rates in Fiscal Years 18-19 and 19-20 would increase to cover direct and indirect costs, as listed below:

FISCAL YEAR	Per Vehicle/Event	Per Disabled Event Pick Up	Per Non-Event Drop Off	Per Non-Event Pick Up	Paint Care Drop Off	Paint Care Pick Up	CESQG (per business)
13-14	\$85.00	\$85.00	\$85.00	\$85.00	\$72.25	NA	\$36.50
14-15	\$87.50	\$87.50	\$87.50	\$87.50	\$74.40	\$74.40	\$36.50
15-16	\$87.50	\$87.50	\$87.50	\$87.50	\$74.40	\$74.40	\$36.50
16-17	\$87.50	\$87.50	\$87.50	\$87.50	\$74.40	\$74.40	\$36.50
17-18	\$89.42	\$89.42	\$89.42	\$89.42	\$76.04	\$76.04	\$36.50
18-19	\$89.42	\$89.42	\$89.42	\$89.42	\$76.04	\$76.04	\$36.50
19-20	\$82.60	\$82.60	\$96.98	\$96.98	\$82.60	\$82.60	\$36.50

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Total Agreement spending to date since the Agreement was executed is \$260,212.32. Staff has determined that expected loads at the new rates will not exceed the current Agreement value of \$400,000 in Fiscal Year 2019-20. There is sufficient funding Solid Waste Operation Professional Contract (Account 631-6301-842-8209) in Fiscal Year 2019-20 to fund the remaining value of the contract.

COMMITTEE OUTCOME

This item did not originate in the Public Works and Transportation Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Fourth Amendment to Agreement No. A-7590
2. Third Amendment to Agreement No. A-7590
3. Second Amendment to Agreement No. A-7590
4. First Amendment to Agreement No. A-7590
5. Signed Agreement

Agreement No. A-7590

**FOURTH AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF
OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD AND CONDITIONALLY
EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAMS
SERVICES**

This Fourth Amendment ("Fourth Amendment") to the Agreement by and between the City of Oxnard ("Oxnard"), a municipal corporation, the City of Port Hueneme ("Port Hueneme"), a municipal corporation, and Clean Harbors Environmental Services, Inc. ("Contractor"), a corporation, for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement"), which is incorporated herein by this reference, is made and entered into in the County of Ventura, State of California, this 28th day of May, 2019, by and between Oxnard, Port Hueneme and Contractor. This Fourth Amendment amends the Agreement entered into on July 1, 2013, by a First Amendment on June 1, 2015, by a Second Amendment on October 4, 2016, and by a Third Amendment on November 28, 2017, by Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 9 of the Agreement (Term of Agreement), the date "June 30, 2019," is replaced with the date "June 30, 2020."
2. In Section 11(a) of the Agreement, the following language is added to the end of the paragraph:

"The rate for Fiscal Year 2019-20 is \$82.60 per vehicle per event for each HHW PARTICIPANT and \$82.60 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene, with a not to exceed total value of \$50,000 for all HHW PARTICIPANTS, from July 1, 2019, through June 30, 2020."

3. In Sections 12(c) and 35(a) of the Agreement, the name and title "Grant Dunne, Management Analyst III" is deleted and replaced by "Travis Lange, Recycling Manager."
4. In Section IV of Exhibit A of the Agreement, the following language is added to the the section titled "Fixed Fees":

"Year 7 – FY 19/20
HHW Participants: \$96.98/Load
Door-to-Door HHW Pickups: \$96.98/Pickup"

5. In Section IV of Exhibit A of the Agreement, the following language is added to the the section titled "Fixed Fees-Agreement with California Architectural Paint Care Program (Paint Care)":

“Year 7 – FY 19/20
HHW Participants: \$82.60/Load
Door-to-Door HHW Pickups: \$82.60/Pickup”

As so amended, the Agreement remains in full force and effect.

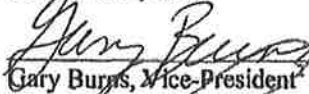
[Signatures on next page]

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

CITY OF OXNARD

☐ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☒ Lisa Boerner, Purchasing Manager _____
☐ _____, Buyer _____

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

 _____ 5-29-19
 Gary Burns, Vice-President _____ Date _____

 _____ 5/28/19
 Michael McDonald, _____ Date _____
 Assistant Secretary

CITY OF PORT HUENEME

 _____ 6/11/2019
 Rod Butler, City Manager _____ Date _____

APPROVED AS TO FORM:

 _____ 5/24/19
 Stephen M. Fischer, _____ Date _____
 City Attorney (always required)

APPROVED AS TO FORM FOR THE CITY OF PORT HUENEME

 _____ 6/11/2019
 Charles Green, _____ Date _____
 City Attorney

APPROVED AS TO CONTENT FOR THE CITY OF PORT HUENEME

 _____ 6/11/19
 Don Villafana, P.E. _____ Date _____
 Public Works Director

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

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

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

EXHIBIT A**AMENDED AND RESTATED RATE SCHEDULES****SECTION IV - RATE SCHEDULES****Permanent HHW Collection Facility and CESQG Waste
Program Mobilization, Operation, Disposal and Recycling Fees****PHHWCF OPERATIONS FEES**

These costs include labor, materials, packaging and labeling, transportation, and disposal and recycling charges required to operate the HHW Program:

HHW Participants	\$96.98/Vehicle/Load
HHW Participants while participating in the California Architectural Paint Recovery Program (Paint Care)	\$82.60/Vehicle/Load

Mobile Collection Event Fees**a.) Start Up Costs**

• Preparation of Site-Specific Operations Plan	\$204.44	Preparation of DTSC Variance	\$204.44
Preparation of Site-Specific Safety & Health	\$204.44	Emergency Response Plan	

b.) Event Mobilization Costs

• Mobilization	\$1226.64/event
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c.) Mobile Event Fixed Fees

• HHW Participants	\$96.98/Vehicle/Load
• HHW Participants after the start of the California Architectural Paint Recovery Program (Paint Care)	\$82.60/Vehicle/Load

CESQG Collection Fees

All registration and disposal costs for CESQG waste is the direct responsibility of the qualified CESQG. The CESQG will be required to make payment to Clean Harbors at the time of disposal.

CESQG Registration Fee	\$36.50/Visit
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Automotive Products for Recycling

• Antifreeze	\$1.50/gallon
• Used Motor Oil	\$1.00/gallon
• Used Oil Filters	\$0.50/pound
• Auto Batteries	No Charge

Other Waste for Recycling

• Latex Paint	\$0.45/pound
• Alkaline or Nicad Batteries	\$0.95/pound
• Lithium Batteries	\$8.50/pound
• Intact Spent Fluorescent Light Tubes	\$0.20/foot
• Misc. Light Bulbs	\$3.00/pound
• Mercury	\$12.00/pound
• 55-gallon Empty Drums	\$25.00/drum
• CRTs	No Charge
• Electronic Waste	\$0.20/lb
• *Propane Cylinders (Camp Stove Type)	\$10.00/each
• Propane Tanks (BBQ Type)	\$20.00/each

Waste for Fuel Blending

• Oil-Based Paint	\$0.65/pound
• Solvents	\$3.00/gallon

Waste for Incineration

• Flammable Liquids/Solids	\$1.50/pound
• Poison/Toxic Liquids/Solids	\$1.50/pound
• Corrosive Liquids/Solids	\$1.50/pound
• Oxidizer Liquids/Solids	\$1.50/pound
• Reactive Liquids/Solids	\$6.50/pound
• Aerosols	\$2.50/pound
• Polychlorinated Biphenyls (PCBs)	\$2.00/pound
• Sharps	\$1.50/pound

Waste for Landfill

• Asbestos	\$1.25/pound
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Agreement No. A-7590

**THIRD AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF
OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD AND CONDITIONALLY
EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAMS
SERVICES**

This Third Amendment ("Third Amendment") to the Agreement by and between the City of Oxnard ("Oxnard"), a municipal corporation, the City of Port Hueneme ("Port Hueneme"), a municipal corporation, and Clean Harbors Environmental Services, Inc. ("Contractor"), a corporation, for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement"), which is incorporated herein by this reference, is made and entered into in the County of Ventura, State of California, this ____ day of September, 2017, by and between Oxnard, Port Hueneme and Contractor. This Third Amendment amends the Second Amendment entered into on October 4, 2016, by Oxnard, Port Hueneme and Contractor. The Second Amendment amended the First Amendment entered into on June 1, 2015, by Oxnard, Port Hueneme and Contractor. The First Amendment amended the Agreement entered into on July 1, 2013, by Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 7 of the Agreement as amended by the Second Amendment, "Jen McLaughlin, Technical Services Branch Manager" is deleted and replaced with "Jen McLaughlin, Technical Services District Manager."
2. In Section 9 of the Agreement as amended by the Second Amendment, the date "October 4, 2017," is deleted and replaced with the date "June 30, 2019."
3. In Section 11(a) of the Agreement as amended by the Second Amendment, the following language is added to the end of the paragraph:

"The rate for fiscal year 2017-18 and FY 2018-19 is \$89.42 per vehicle per event for each HHW PARTICIPANT and \$89.42 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceed total value of \$80,000 for all HHW PARTICIPANTS from October 4, 2017, through June 30, 2019."
4. In Sections 12(c) and 35(a) of the Agreement as amended by the Second Amendment, the name and title "Jay Duncan, Recycling Manager" is deleted and replaced with the name and title "Grant Dunne, Management Analyst III."
5. In Section IV of Exhibit A of the Agreement as amended by the Second Amendment, the following language is added to the end of the section titled Fixed Fees:

"Year 5 and 6– FY17/18 and FY 18/19
 HHW Participants \$89.42/Load
 Door-to-Door HHW Pickups \$89.42/Pickup"

6. In Section IV of Exhibit A of the Agreement as amended by the Second Amendment, the following language is added to the end of the section titled Fixed Fees-Agreement with California Architectural Paint Care Program (Paint Care):

“Year 5 and 6 – FY17/18 and FY 18/19
 HHW Participants \$76.04/Load
 Door-to-Door HHW Pickups \$76.04/Pickup”

7. Section 31 of the Agreement is deleted in its entirety and replaced with the following:

“Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.”

8. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

☒ Tim Flynn, Mayor _____ Date _____
 (if agreement is \$250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ [name], Purchasing Agent (if agreement is up to \$25,000.00)

ATTEST:

Michelle Ascencion, City Clerk _____ Date _____
 (if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 _____ Date 8/30/14
 Stephen M. Fischer, City Attorney
 (required for any agreement amount)

APPROVED AS TO CONTENT:

Todd Vasquez-Housley, Project Manager _____ Date _____
 (required for any agreement amount)

Thien Ng, Interim Public Works Director _____ Date _____
 (if agreement is \$25,000.01 or more)

Ruth Osuna, _____ Date _____
 Assistant City Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager _____ Date _____
 (if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager _____ Date _____
 (required for any agreement amount)

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Louis Pransky, Vice President _____ Date _____

Michael McDonald, _____ Date _____
 Assistant Secretary

CITY OF PORT HUENEME

Rod Butler, City Manager _____ Date _____

APPROVED AS TO FORM FOR THE CITY OF
PORT HUENEME

Charles Green, City Attorney _____ Date _____

APPROVED AS TO CONTENT

Fred Camarillo _____ Date _____
 Interim Public Works Director

Agreement No. A-7590

**SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF
OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD AND CONDITIONALLY
EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAMS
SERVICES**

This Second Amendment ("Second Amendment") to the Agreement by and between the City of Oxnard ("Oxnard"), a municipal corporation, the City of Port Hueneme ("Port Hueneme"), a municipal corporation, and Clean Harbors Environmental Services, Inc. ("Contractor"), a corporation, for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement"), which is incorporated herein by this reference, is made and entered into in the County of Ventura, State of California, this 4th day of October, 2016, by and between Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 7 of the Agreement as amended by the First Amendment, "Mark Atkinson, District Sales Manager" is deleted and replaced with "Jen McLaughlin, Technical Services Branch Manager."
2. In Section 9 of the Agreement as amended by the First Amendment, the date "June 30, 2016," is deleted and replaced with the date October 4, 2017."
3. In Section 11(a) of the Agreement as amended by the First Amendment, the following language is added to the end of the paragraph:

"The rate for fiscal year 2016-17 is \$87.50 per vehicle per event for each HHW PARTICIPANT and \$87.50 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceed total value of \$80,000 for all HHW PARTICIPANTS from July 1, 2016, through October 4, 2017."
4. In Sections 12(c) and 35(a) of the Agreement as amended by the First Amendment, the name and title "Grant Dunne, Management Analyst III" is deleted and replaced with the name and title "Jay Duncan, Recycling Manager."
5. In Section 35(b) of the Agreement as amended by the First Amendment, "Ray Evans, Solid Waste Superintendent" is deleted and replaced with "Fred Camarillo, Solid Waste Superintendent."
6. In Section IV of Exhibit A of the Agreement as amended by the First Amendment, the following language is added to the end of the section titled Fixed Fees:

"Year 4 – FY16/17
 HHW Participants \$87.50/Load
 Door-to-Door HHW Pickups \$87.50/Pickup"

COUNCIL APPROVED
10-04-2016 N3

7. In Section IV of Exhibit A of the Agreement as amended by the First Amendment, the following language is added to the end of the section titled Fixed Fees-Agreement with California Architectural Paint Care Program (Paint Care):

“Year 4 – FY16/17

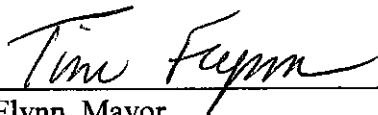
HHW Participants \$74.40/Load

Door-to-Door HHW Pickups \$74.40/Pickup

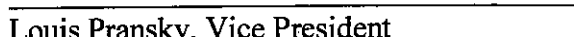
8. As so amended, the Agreement remains in full force and effect.
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

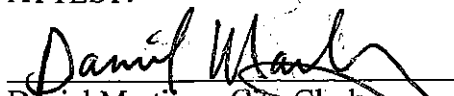
CITY OF OXNARD

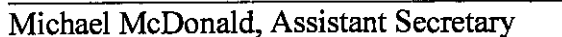

 Tim Flynn, Mayor

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

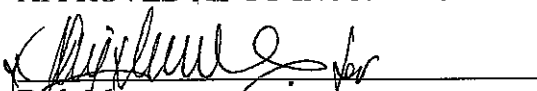

 Louis Pransky, Vice President
 Clean Harbors Environmental Services, Inc.

ATTEST:

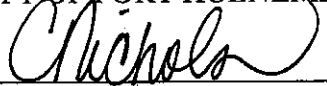

 Daniel Martinez, City Clerk


 Michael McDonald, Assistant Secretary
 Clean Harbors Environmental Services Inc.

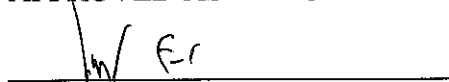
APPROVED AS TO INSURANCE


 Risk Manager

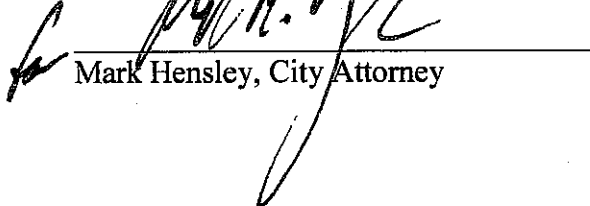
CITY OF PORT HUENEME


 Carmen Nichols, Interim City Manager

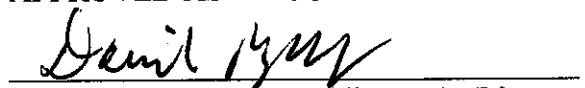
APPROVED AS TO FORM:

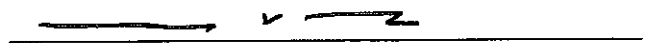

 Stephen M. Fischer, City Attorney

APPROVED AS TO FORM:
 FOR THE CITY OF PORT HUENEME

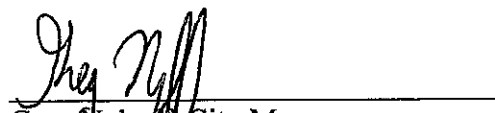

 Mark Hensley, City Attorney

APPROVED AS TO CONTENT:


 Daniel Rydberg, P.E., Public Works Director


 Todd Housley, Environmental Resources Manager

APPROVED AS TO AMOUNT:


 Greg Nyhoff, City Manager

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

CITY OF OXNARD

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.

Tim Flynn, Mayor

Louis Pransky, Vice President
Clean Harbors Environmental Services, Inc.

ATTEST:

Daniel Martinez, City Clerk

Michael McDonald, Assistant Secretary
Clean Harbors Environmental Services Inc.

CITY OF PORT HUENEME

APPROVED AS TO INSURANCE

Carmen Nichols, Interim City Manager

Risk Manager

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Mark Hensley, City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Housley, Environmental Resources Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Agreement No. A-7590

**FIRST AMENDMENT TO AGREEMENT AMONG THE CITY OF OXNARD, THE
CITY OF PORT HUENEME AND CLEAN HARBORS ENVIRONMENTAL SERVICES
FOR HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY
GENERATOR HAZARDOUS WASTE PROGRAMS SERVICES**

This First Amendment ("First Amendment") to the Agreement Among the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2015, by and between the City of Oxnard, a municipal corporation ("Oxnard"), the City of Port Hueneme, a municipal corporation ("Port Hueneme") and Clean Harbors Environmental Services, Incorporated ("Contractor"). This First Amendment amends the Agreement entered into on July 1, 2013, by Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 9 of the Agreement, the date "June 30, 2015" is deleted and replaced with the date "June 30, 2016."
2. In Section 11 a. of the Agreement the following language is added to the end of the paragraph:
"The rate for fiscal year 2015-16 is \$87.50 per vehicle per event for each HHW PARTICIPANT and \$87.50 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceeding total value of \$80,000 for all HHW PARTICIPANTS from July 1, 2015 through June 30, 2016."
3. In Section 12 c. of the Agreement, the name and title "Jay Duncan, Recycling Manager." is deleted and replaced with the name and title "Grant Dunne, Management Analyst III." The name "Ray Evans" is deleted and replaced with the name "Fred Camarillo."
4. Section 35 a. of the Agreement, is deleted and replaced with "Any notices to Oxnard may be delivered personally or by mail address to City of Oxnard, Environmental Resources Division, 111 South Del Boulevard, Oxnard, CA 93030, Attention: Grant Dunne, Management Analyst III."
5. In Section 35 b. of the Agreement, the name and title "Ray Evans, Solid Waste Superintendent" is deleted and replaced with the name and title "Fred Camarillo, Solid Waste Superintendent."
6. In Section 36 of the Agreement, the wording "and by the Utility Services Director on behalf of Port Hueneme." is deleted and replaced with the wording



"and by the City Manager and City Attorney on behalf of the City of Port Hueneme."

7. In Section IV of Exhibit A of the Agreement, the following language is added to the end of section entitled FIXED FEES:

"Year 3 – FY15/16

HHW Participants	\$87.50/load
Door-to-Door HHW Pickups	\$87.50/load

8. In Section IV of Exhibit A of the Agreement, the following language is added to the end of section entitled FIXED FEES-Agreement with California Architechtual Paint Care Program:

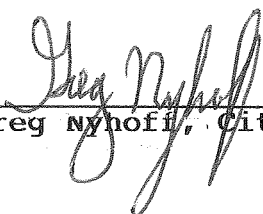
"Year 3 – FY15/16

HHW Participants	\$74.40/load
Door-to-Door HHW Pickups	\$74.40/load

9. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.



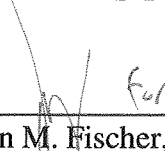
Greg Nyhoff, City Manager



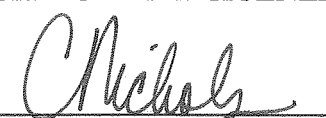
William O'Connor, Senior Vice President

APPROVED AS TO FORM:

CITY OF PORT HUENEME



Stephen M. Fischer, Interim City Attorney



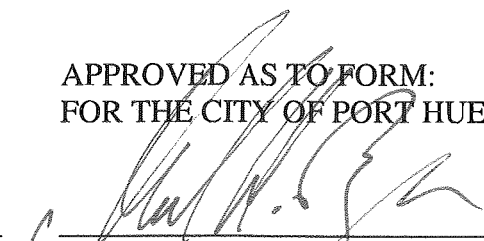
Cynthia Haas, City Manager

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME



Risk Manager



Mark Hensley, City Attorney

APPROVED AS TO CONTENT:



Todd Housley,
Environmental Resources MRF/Manager



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

ITEM #15
DATE (MM/DD/YYYY)
07/07/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 22667-001 INSURER B: American Guarantee and Liability Insurance 26247-003 INSURER C: ACE American Insurance Company 22667-076 INSURER D: Indemnity Insurance Company of North Amer 43575-003 INSURER E: Catlin Specialty Insurance Company 15989-000 INSURER F:	
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061		

COVERAGES

CERTIFICATE NUMBER: 23363517

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	HDOG27338422	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ MCS-90 ☒ NON-OWNED AUTOS	Y	Y	ISAH08829238	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AUC-4275262-10	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	Y	WLRC48019729	11/1/2014	11/1/2015	☒ PER STATUTE ☐ OTH-ER
D		N/A	Y	WLRC48019730	11/1/2014	11/1/2015	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	Contractors Pollution Liability			CPV-671802-1115 CPL	11/1/2014	11/1/2015	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Scope of Work: HHW T&D Drum Services.

See Attached:

CERTIFICATE HOLDER**CANCELLATION**City of Oxnard
Attention: Grant Dunne
111 South Del Norte Boulevard
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Call: 4722415 Tpl: 1882675 Cert: 23363517 ©1988-2014 ACORD CORPORATION. All rights reserved.

LOC#: _____

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Legal Liability
Carrier: Indian Harbor Insurance Company
Policy Number: PEC0042039-01
Policy Term: 11/1/2014 - 11/1/2015
Limits: \$10,000,000 Each Claim/Aggregate

City of Oxnard is named as an Additional Insured for General Liability and Auto Liability, as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Auto Liability and Workers Compensation as required by written contract where allowed by state law.

POLICY NUMBER: HDO G27338422

COMMERCIAL GENERAL
LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Clean Harbors, Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H08829238	Policy Period 11/01/2014 to 11/01/2015	Effective Date of Endorsement 11/01/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

DA-9U74b 06/14

POLICY NUMBER: HDO G27338422

Endorsement Number: 5

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Clean Harbors, Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H08829238	Policy Period 11/01/2014 to 11/01/2015	Effective Date of Endorsement 11/01/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured CLEAN HARBORS, INC. P.O. BOX 9149 NORWELL, MA 02061	Endorsement Number
Policy Period 11/01/2014 TO 11/01/2015	Policy Number Symbol: WLR Number: C48019730
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	Effective Date of Endorsement 11/01/2014
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
 This endorsement is not applicable in KY, NH, and NJ.



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured CLEAN HARBORS, INC. P.O. BOX 9149 NORWELL, MA 02061	Endorsement Number
Policy Period 11/01/2014 TO 11/01/2015	Policy Number Symbol: WLR Number: C48019729
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 11/01/2014
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

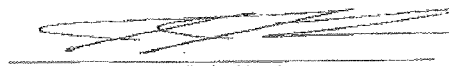
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

AGREEMENT AMONG THE CITY OF OXNARD, THE CITY OF PORT HUENEME AND
CLEAN HARBORS ENVIRONMENTAL SERVICES FOR HOUSEHOLD AND
CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR
HAZARDOUS WASTE PROGRAM SERVICES

THIS AGREEMENT is made and entered into in the County of Ventura, State of California, this 1st day of July 2013, by and among the City of Oxnard, a municipal corporation of the State of California ("Oxnard"), the City of Port Hueneme, a municipal corporation of the State of California ("Port Hueneme") and Clean Harbors Environmental Services, Inc. ("Contractor").

Contractor, Oxnard and Port Hueneme agree as follows:

1. **Definitions**

The following words used in this Agreement shall have the following definitions, unless it is clear from the context that a different meaning is intended.

a. **CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQG)** shall mean businesses, including businesses operated out of a house, that meet the criteria specified in section 261.5 of Title 40 of the Code of Federal Regulations.

b. **CESQG WASTE** shall mean hazardous wastes as defined by section 25117 of the Health and Safety Code or listed in the Title 22, Division 4.5, Chapter 11 of the California Code of Regulations or that exhibit characteristics of ignitability, corrosivity, reactivity, or toxicity described therein, and that are generated by the CESQG. CESQG WASTE shall NOT include radioactive materials, explosives, or ammunition.

c. **EVENT** shall mean services provided by Contractor on days that Contractor collects HHW or CESQG WASTE pursuant to this Agreement.

d. **HOUSEHOLD HAZARDOUS WASTE (HHW)** shall mean wastes discarded from residences that are either hazardous waste as defined in section 25117 of the Health and Safety Code or wastes that are listed in Title 22, Division 4.5, Chapter 11 of the California Code of Regulations, or that exhibit characteristics of ignitability, corrosivity, reactivity, or toxicity described therein. HHW may include, but are not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents, oven cleaner, pesticides, pool chemicals sharps, nickel cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, oil base paint, latex paint, used motor oil, used oil filters, antifreeze, and spent lead-acid batteries. HHW does NOT include radioactive materials, explosives, ammunition, or wastes produced in the course of operating a business, including a business conducted at a residence.

COUNCIL APPROVAL
DATE: 6-25-13 AGENDA # S-1

e. HHW EVENT PARTICIPANTS, CESQG EVENT PARTICIPANTS and EVENT PARTICIPANTS shall mean persons who bring HHW or CESQG WASTE to an EVENT.

f. UNACCEPTABLE WASTE shall mean radioactive material, unstable explosives (such as picric acid, ether), stable explosives (such as fireworks and ammunition), bio-hazardous waste, and compressed gas cylinders.

2. Scope of Services

Contractor shall furnish Oxnard and Port Hueneme with the services described in Exhibit A ("Services"), attached hereto and incorporated herein by this reference, and Oxnard and Port Hueneme shall perform the obligations therein on Oxnard and Port Hueneme. However, Oxnard or Port Hueneme need not use Contractor's services, and at any time during the term of this Agreement, immediately upon notice to Contractor, Oxnard or Port Hueneme may limit participation in EVENTS by Oxnard or Port Hueneme residents or businesses.

3. Method of Performing Services

Subject to the terms and conditions of this Agreement, Contractor will determine the method, details and means of performing the services imposed on Contractor.

4. Standard of Performance

Contractor shall undertake and complete the Services, using that standard of care, skill and diligence normally provided by similar contractors in the performance of similar services.

5. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine, as long as performing such other services does not interfere with Contractor's ability to perform the Services.

6. Coordination of Services

Contractor shall coordinate the Services with Oxnard's Environmental Resources Manager or designee ("the Environmental Resources Manager") and shall perform the Services under the general direction of the Environmental Resources Manager. At any time the Environmental Resources Manager may, but is not required to, monitor the work being performed by Contractor under this Agreement. Such monitoring does not constitute approval of Contractor's performance or relieve Contractor of the responsibility to provide the Services hereunder.

7. Principal in Charge

Contractor designates Mark Atkinson, District Sales Manager, Southern California, as Contractor's principal-in-charge and person responsible for coordination with the Environmental Resources Manager.

8. Permits, Licenses and Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses and certificates required in connection with the performance of the Services under this Agreement.

9. Term of Agreement

This Agreement shall begin July 1, 2013 and, unless earlier terminated pursuant to this Agreement, shall expire on June 30, 2015. Oxnard and Port Hueneme may elect to extend this Agreement annually, by providing written notice to Contractor no later than May 31, of the year of expiration of the Agreement. The extensions will be on the same terms and conditions as this Agreement except that the pricing of services shall be subject to renegotiation.

10. Termination

a. This Agreement may be terminated without liability for breach by Oxnard if the Environmental Resources Manager notifies Contractor, in writing, of the Environmental Resources Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. Oxnard agrees to pay Contractor in full for all amounts due Contractor for services rendered as of the effective date of termination.

b. Port Hueneme may withdraw from this Agreement without liability for breach, by providing ten days written notice. Port Hueneme agrees to pay Contractor for all services rendered prior to termination. Port Hueneme may limit or cease participation in EVENTS by Port Hueneme residents or business, as set out in section 2 of this Agreement.

c. This Agreement may be terminated by Contractor if Contractor notifies Oxnard and Port Hueneme, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective 30 calendar days from the date of delivery or mailing of such notice and only if Contractor completes all EVENTS scheduled during such period.

11. Compensation

a. Oxnard and Port Hueneme agree to pay Contractor \$85.00 per vehicle per event for each HHW PARTICIPANT from their respective jurisdictions, and \$85.00 per pickup of HHW from each disabled person within their respective jurisdictions, and not to exceed a total of \$80,000 for all HHW PARTICIPANTS for fiscal year 2013-14. In fiscal year 2014-15, the amount would increase to \$87.50 per vehicle per event for each HHW PARTICIPANT from their respective jurisdictions, and \$87.50 per pickup of HHW from each disabled person within their respective jurisdictions, and not to exceed a total of \$80,000 for all HHW PARTICIPANTS. Oxnard agrees to pay not to exceed \$250 per vehicle, or \$500 per contract year, for each CESQG PARTICIPANT from Oxnard, and not to exceed a total of \$10,000 for all CESQG PARTICIPANTS from Oxnard. The rate structure is more particularly set out in Section IV of Exhibit A. Neither the CITY OF OXNARD or the CITY OF PORT HUENEME is responsible for payments arising from events or activities in the other's jurisdiction.

b. Oxnard, Port Hueneme and Contractor agree that the rate schedules contained in Section IV of Exhibit A will be adjusted if any party can demonstrate that the actual and reasonable cost of services has decreased or increased by ten percent or more over the actual cost of services at the time of execution of this Agreement as such cost is demonstrated to the satisfaction of Oxnard and Port Hueneme by reference to contemporaneously maintained books and records. The party seeking an adjustment shall provide written notice, including justification for the adjustment, to the other parties at least 60 days in advance of the effective date of the proposed adjustment. Upon receipt of such notice, Oxnard and Contractor or Port Hueneme and Contractor, as appropriate, shall meet within ten working days to determine the appropriate level of adjustment, if any. If Oxnard and Contractor or Port Hueneme and contractor cannot agree on the appropriate level of adjustment, Oxnard, Port Hueneme or Contractor may terminate its participation in this Agreement by providing ten working days' written notice to the other parties.

c. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of Oxnard and Port Hueneme from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services.

d. Contractor agrees that payment by Oxnard or Port Hueneme shall not constitute or be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors or agents relating to the Services performed hereunder, nor shall such payment be deemed an assumption of responsibility or liability by Oxnard or Port Hueneme for any defect or error in the services performed by Contractor or its employees, subcontractors or agents.

e. Contractor shall provide the Environmental Resources Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

12. Method of Payment

a. On completion of an EVENT and removal of all HHW and CESQG WASTE collected by Contractor from PARTICIPANTS therein, Contractor shall submit to Oxnard and to Port Hueneme separate invoices prepared in accordance with the rate scheduled contained in Section IV of Exhibit A. Contractor shall submit the following with each invoice: number of PARTICIPANTS from Oxnard and from Port Hueneme; copies of manifests; copies of certificates of other documents from disposal or recycling facilities for material collected at the EVENT. Submitted on a calendar quarterly basis; a printout of the completed CIWMB Form 303; and other charts, graphs, and visual materials related to the services provided by Contractor at the EVENTS, as the Oxnard Environmental Resources Manager may request; and any documentation required in connection with the Materials Reuse Program identified in Exhibit A.

b. At the end of every calendar month, Contractor shall submit to Oxnard and to Port Hueneme separate invoices prepared in accordance with the rate schedules contained in Section IV of Exhibit A, identifying HHW pickups from disabled persons in each city occurring during such month. The invoice shall state the name and address of each person from whom Contractor picked up HHW and the charge for each pickup.

c. Contractor shall submit invoices to Oxnard by mailing invoices to City of Oxnard, Environmental Resources Division, 111 South Del Norte Blvd. Oxnard, CA 93030, Attention: Jay Duncan, Recycling Manager. Contractor shall submit invoices to Port Hueneme by mailing invoices to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Ray Evans.

d. Oxnard shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Contractor, Oxnard may extend the invoice review period. If Oxnard does not accept or reject an invoice within ten working days or any extension of such time, Contractor may assume that the invoice is accepted. If Oxnard rejects the invoice, Contractor shall submit a corrected invoice.

e. Port Hueneme shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Contractor, Port Hueneme may extend the invoice review period. If Port Hueneme does not accept or reject an invoice within ten working days or any extension of such time, Contractor may assume that the invoice is accepted. If Port Hueneme rejects the invoice, Contractor shall submit a corrected invoice.

f. Contractor shall maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Contractor shall provide the Environmental Resources Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

13. Maintenance and Inspection of Records

Contractor agrees that Oxnard or its auditors, or Port Hueneme or its auditors, shall have access to and the right to audit and reproduce any of Contractor's relevant records to ensure that Oxnard and Port Hueneme are receiving all services to which Oxnard and Port Hueneme are entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for at least three years after the expiration or termination of this Agreement or until an audit has been completed and accepted by Oxnard or Port Hueneme.

14. Non-Appropriation of Funds

a. Payments to be made to Contractor by Oxnard for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Oxnard. If Oxnard does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the current fiscal year and shall automatically terminate at that time.

b. Payments to be made to Contractor by Port Hueneme for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Port Hueneme. If Port Hueneme does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the current fiscal year and shall automatically terminate at that time.

15. Indemnity

a. Contractor agrees to protect, indemnify, hold harmless and defend Oxnard, its City Council, and each member thereof, and every officer, employee, representative or agent of Oxnard, from any and all liability, penalties, fines, forfeitures, claims, demands, actions, damages (whether in contract, or tort, including personal injury, death at any time, property damage or damage to the environment or natural resources, such as contamination or pollution), remediation and cleanup costs, or other costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this agreement performed by Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf, including the collection, identification, handling, bulking, packaging, transport, disposal, recycling or re-use of HHW or CESQG WASTE or any other waste, whether or not they involve the violation of any State or Federal law or statute, ordinance, order, rule or regulation of any governmental entity or agency, including the Federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, or any comparable provision of State or Federal law that may be subsequently enacted or any rule or regulation promulgated thereunder.

b. Contractor agrees to protect, indemnify, hold harmless and defend Port Hueneme, its City Council, and each member thereof, and every officer, employee, representative or agent of Port Hueneme, from any and all liability, penalties, fines, forfeitures, claims, demands, actions, damages (whether in contract, or tort, including personal injury, death at any time, property damage or damage to the environment or natural resources, such as contamination or pollution), remediation and cleanup costs, or other costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this agreement performed by Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf, including the collection, identification, handling, bulking, packaging, transport, disposal, recycling or re-use of HHW or CESQG WASTE or any other waste, whether or not they involve the violation of any State or Federal law or statute, ordinance, order, rule or regulation of any governmental entity or agency, including the Federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, or any comparable provision of State or Federal law that may be subsequently enacted or any rule or regulation promulgated thereunder.

c. This Agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf would be held liable without fault.

d. Contractor's obligation to defend shall arise when a claim, demand, administrative order or action is made or filed, whether or not such claim, demand, administrative order or action results in a determination of liability or damages as to which Contractor is obligated to indemnify and hold harmless.

16. Insurance

a. Contractor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-F attached hereto and incorporated herein by this reference, issued by a company satisfactory to Oxnard's Risk Manager, and to Port Hueneme's City Manager, unless the Risk Manager and City Attorney waive, in writing, the requirement that Contractor obtain and maintain such insurance coverages.

b. Contractor shall, prior to any performance of services, file with the Risk Manager evidence of the insurance coverages specified in Exhibit INS-F. Evidence of insurance coverages shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-F.

c. Maintenance of proper insurance coverages by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered to be a material breach of this Agreement.

17. Performance Bond

Within 20 calendar days of the Contractor's execution of this Agreement, Contractor shall furnish to Oxnard and Port Hueneme a surety bond executed by a corporate surety or irrevocable letter of credit in the amount of \$25,000 in favor of both Oxnard and Port Hueneme, in form and substance approved by the Risk Manager of Oxnard and the City Manager of Port Hueneme, guaranteeing Contractor's faithful performance of this Agreement, which shall remain in force for the term of this Agreement. Any amendment of this Agreement, extension of time, extra work, additional work or other changes may be made without the consent of the surety.

18. Independent Contractor

a. In the performance of the services under this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of Oxnard or Port Hueneme. Contractor has and shall retain the right to exercise full control over the employment direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save Oxnard and Port Hueneme harmless from, all matters relating to the payment of Contractor's employees, agents, subcontractors and sub-consultants, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from Oxnard and Port Hueneme any of the benefits or rights afforded employees of Oxnard or Port Hueneme, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

19. Contractor Not Agent

a. Except as the Environmental Resources Manager may specify in writing, Contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of Oxnard in any capacity, as agents or otherwise, or to bind Oxnard to any obligation.

b. Except as Port Hueneme's Solid Waste Superintendent may specify in writing, Contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of Port Hueneme in any capacity, as agents or otherwise, or to bind Port Hueneme to any obligation.

20. Conflict of Interest

Contractor shall promptly inform the Oxnard Environmental Resources Manager of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of its Agreement that may conflict with Oxnard or Port Hueneme's interests. This requirement includes contracts, agreement and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

21. Assignability of Agreement

Contractor agrees that this Agreement contemplates performance by Contractor and is based upon a determination of Contractor's locations, competence, experience and specialized knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Environmental Resources Manager, which consent may be withheld for any reason.

22. Successors and Assigns

This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of Contractor, Oxnard and Port Hueneme.

23. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all laws of the United States of America, the State of California, and Oxnard and Port Hueneme.

b. Contractor agrees that, during the performance of this Agreement, Contractor and any other parties with whom Contractor may subcontract 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. Contractor agrees to 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.

d. Contractor shall provide Oxnard and Port Hueneme staff with access to and, upon requests by the City of Oxnard's Environmental Resources Manager, provide copies to the Environmental Resources Manager of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or Federal law.

24. Force Majeure

Neither Oxnard, Port Hueneme nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of any of the three parties. Such acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

25. Time of Essence

Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

26. Covenants and Conditions

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

27. Governing Law

The construction and interpretation of this Agreement and the rights and duties of Oxnard, Port Hueneme and Contractor hereunder shall be governed by the laws of the State of California.

28. Compliance with Laws

Contractor shall comply with all Oxnard, Port Hueneme, State and Federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

29. Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

30. Waiver

No waiver of a breach of any provision of this Agreement by Contractor, Oxnard or Port Hueneme shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of Oxnard, Port Hueneme or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

31. Counterparts

This Agreement shall be executed in three or more counterparts, each of which shall be deemed an original.

32. Arbitration

In the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Contractor's compensations, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or if the parties cannot agree, then under the Rules of the American Arbitration Association.

33. Expenses of Enforcement

The prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by Oxnard's or Port Hueneme's City Attorney and expenses), including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

34. Authority to Execute

a. Oxnard acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of Oxnard.

b. Port Hueneme acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of Port Hueneme.

c. Contractor acknowledges that the person executing this Agreement has been duly authorized by the Contractor to do so on behalf of Contractor.

35. Notices

a. Any notices to Oxnard may be delivered personally or by mail address to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, CA 93030, Attention: Jay Duncan, Recycling Manager.

b. Any notices to Port Hueneme may be delivered personally or by mail address to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Ray Evans, Solid Waste Superintendent.

c. Any notices to Contractor may be delivered personally or by mail address to Clean Harbors Environmental Services, 880 W. Verdulera Street, Camarillo, CA 93010, Attention Jennifer McLaughlin, Account. Manager, Clean Harbors.

36. Amendment

The terms and conditions of the 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 Environmental Resources Manager and Contractor, and by the Utility Services Director on behalf of Port Hueneme.

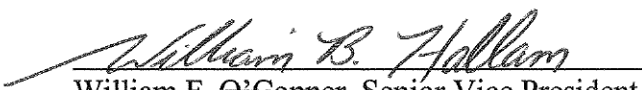
37. Entire Agreement

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.

CITY OF OXNARD

CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.


Karen R. Burnham, Interim City Manager


William F. O'Conner, Senior Vice President
William B. Hallam

APPROVED AS TO FORM:

CITY OF PORT HUENEME


Alan Holmberg, City Attorney


Ellis L. Green, Mayor

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM
FOR CITY OF PORT HUENEME:


James Cameron, Risk Manager


Mark Hensley, City Attorney

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director


Todd Housley, Environmental Resources Superintendent

*Exhibit A***SECTION 1- SCOPE OF SERVICES**

CONTRACTOR will provide services necessary to operate a PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY (PHHWCF) and CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) Program for the cities of Oxnard and Port Hueneme ("City") at the CONTRACTOR'S facility. Additional services shall include operating Temporary Household Hazardous Waste Collection Facilities at locations designated by the City. These services shall include the acceptance, packaging, labeling, profiling, manifesting, transportation and disposal of HHW and CESQG WASTE. HHW may include, but are not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents; oven cleaner, pesticides, pool chemicals, nickel-cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, intact spent high intensity discharge (HDD) lamps, cathode ray tubes (CRTs), compressed gas cylinders and fire extinguishers, oil based paint, latex paint, used motor oil, used oil filters, antifreeze, spent lead-acid batteries and "sharps" in approved containers.

1. RESPONSIBILITIES OF THE CITY

A. Generator Status. The CITY shall be the generator of all waste accepted at the CITY HHW and CESQG program. As such, the City shall sign all required permits, variances, manifests and bills of lading. The CITY may authorize, in writing, the CONTRACTOR to sign manifests and bills of lading on behalf of the CITY.

B. Publicity and Informational Materials. The CITY shall employ whatever means it determines to be feasible to publicize the program including, but not limited to, direct mail, flyers, posters, press releases, utility bill inserts, and other forms public information. Program publicity shall identify acceptable and unacceptable wastes and shall advise PARTICIPANTS of transportation limitations established by applicable federal and state statutes and/or regulations.

The CITY may provide questionnaires, brochures, oil recycling containers, and other promotional and educational materials to the CONTRACTOR for distribution to PARTICIPANTS.

C. Residency Verification. The CITY shall provide the CONTRACTOR with the information necessary to determine the potential PARTICIPANT'S jurisdiction of residence. CITY shall provide CONTRACTOR with a map clearly showing the CITY'S boundaries. In the event that residency can not be verified from the map, CONTRACTOR shall request assistance from a CITY representative.

2. RESPONSIBILITIES OF CONTRACTOR

A. Appointment Based System. CONTRACTOR shall provide a local (Camarillo) phone number for HHW and- CESQG PARTICIPANTS to schedule appointments to dispose of HHW and CESOG WASTE. CONTRACTOR shall ensure that this line is staffed by a reservations specialist capable of scheduling appointments and assisting the public, Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m. except for holidays. At all other times, CONTRACTOR shall ensure that this line is answered by an automatic answering device that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a message.

CONTRACTOR shall use its best efforts to establish an internet site capable of accepting, processing and establishing appointment requests from the public. This site shall link to the CITY website.

CONTRACTOR shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, CONTRACTOR shall verify the PARTICIPANTS jurisdiction of residence. The CONTRACTOR shall keep a list of appointments made, including PARTICIPANTS' name, address, telephone number and jurisdiction of residence. CONTRACTOR shall submit this list to the CITY in both a hardcopy and in an electronic format specified by the CITY, along with the invoice for collection services.

CONTRACTOR shall issue admission postcards to PARTICIPANTS in a timely manner that indicate the day and time of the appointment, location, acceptable and unacceptable materials, and waste transportation limits. The CONTRACTOR shall collect admission postcards from PARTICIPANTS upon their arrival at the site and shall complete appointment postcards for PARTICIPANTS who fail to bring their postcard to the site. The CONTRACTOR shall submit all admission postcards to the CITY along with each invoice submitted for payment.

B. Permit and Variance Acquisition - CONTRACTOR shall ensure that an Environmental Protection Agency. identification number (CAH#) applicable to HHW and CESQG WASTE collection programs is issued to all selected sites, complete and submit DTSC Permit By Rule Application, obtain all local land use permits and comply with the California Environmental Quality Act (CEQA) for each site. CONTRACTOR shall obtain a variance from DTSC to allow CONTRACTOR to collect HHW door-to-door from residences upon request by the City ("Shut-In" service). CONTRACTOR shall also renew HHWVAR990504 - Transportation and Manifesting Variance for CESQG. CONTRACTOR shall secure all necessary signatures from the CITY as required.

C. Collection Location. CONTRACTOR shall provide the location for the PHHWCF *at their facility located at 880 West Verdulera Street in Camarillo. At the request of the CITY*, CONTRACTOR shall hold satellite collection programs at locations designated by the CITY.

D. Operations/Health and Safety Plan. CONTRACTOR shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to CITY for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. CONTRACTOR shall include, as a minimum requirement, in the plan: work zones for the site, indicate safety showers, eye wash stations, first aid kits, and fire extinguishers within these work zones; specify the levels of personal protective equipment to be provided, develop spill response and control measures; specify emergency and spill response procedures; indicate evacuation procedures to be followed and identify off site medical facilities available to assist in emergency situations. Contractor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

E. Emergency Response. CONTRACTOR shall contact and coordinate with all CUPA or other local agencies responsible for fire and hazardous waste emergency response and notify such agencies of the collection program dates, location(s) and hours of operation and all other information required by Health & Safety Code §25218.2. CONTRACTOR shall establish contingency measures should an incident occur.

F. Trained and Qualified Personnel. CONTRACTOR shall use qualified staff trained in spill response, general health and safety, and emergency procedures to collect, sort, identify, package, manifest, transport and arrange for the treatment and/or disposal of incoming wastes. CONTRACTOR personnel shall be capable of emergency response and cleanup of hazardous spills. CONTRACTOR shall ensure that its personnel sorting, labpacking, bulking, and packaging HHW and/or CESQG WASTE meet the personnel training requirements specified in §66264.16(a) and the requirements of the Occupational Safety and Health Administration (OSHA) CCR, Title 8. CONTRACTOR ensures its supervisors and hazardous waste drivers conform with Department of Transportation (DOT) hazardous materials transportation. regulation (HM-126F). Copies of all 40-hour OSHA training certificates shall be maintained on site during operations.

G. General Facility Operations. CONTRACTOR shall provide all expertise, equipment and supplies necessary to operate a HHW and/or CESQG WASTE collection program including, but not limited to the following: provide properly trained and qualified personnel, provide emergency response services when required; distribute and collect. public information materials, collect appointment postcards from PARTICIPANTS, receive HHW and/or CESQG WASTE, utilize appropriate management methods for waste collected; identify unknown wastes; package and label wastes; and provide on-site. interim storage, transport, recycle, treat, and/or dispose of wastes

CONTRACTOR shall provide personnel to control on-site traffic, greet PARTICIPANTS, unload PARTICIPANT'S vehicles, and identify and segregate wastes. CONTRACTOR shall instruct PARTICIPANTS to remain in their vehicles at, all times. Prior to unloading, CONTRACTOR shall scan the material for any potential unacceptable waste. CONTRACTOR shall service HHW and CESQG WASTE PARTICIPANTS within 10 minutes of PARTICIPANT'S arrival at the facility or traffic queue.

In the event PARTICIPANT exceeds the amount of material reasonably considered to be one load or is greatly in excess of HHW transportation limits, CONTRACTOR shall photograph load and provide photograph to CITY along with the CONTRACTOR's invoice for payment.

H. Unacceptable Waste. CONTRACTOR shall accept waste from PARTICIPANTS in accordance with the approved "Quality Assurance Plan" as defined in -Health & Safety Code §. CONTRACTOR shall make every effort to prevent the acceptance of unacceptable wastes including radioactive material, unstable explosives, stable explosives such as fireworks and ammunition and bio-hazardous waste with the exception of "sharps" contained in an appropriate container. Unacceptable wastes brought to the collection program by HHW or CESQG PARTICIPANTS, which the CONTRACTOR deems to be a hazard to the public or

environment if not accepted, shall be accepted by the CONTRACTOR. In this instance, or if unacceptable wastes are inadvertently accepted, CONTRACTOR shall notify the CITY by the following business day. CONTRACTOR shall arrange for the proper and legal transportation and disposal of unacceptable waste. In the event that unacceptable waste is not an immediate hazard to the public, CONTRACTOR shall follow the procedures set forth in Exhibit A, Section V.

I. Surveys and Information Materials. If requested by the CITY, CONTRACTOR shall provide personnel to distribute information materials, used oil recycling containers, etc., and collect survey information from PARTICIPANTS.

J. CESQG Collection. CONTRACTOR shall accept waste from CESQG PARTICIPANTS only during hours in which the site is not open to HHW PARTICIPANTS. CONTRACTOR shall collect fees from all CESQG PARTICIPANTS.

K. Packaging and Labeling of Wastes. CONTRACTOR shall provide all personnel and materials to properly labpack or bulk HHW and/or CESQG WASTE. CONTRACTOR shall ensure that, all packaged materials are properly labeled prior to transport. Bulk liquids and labpacked drums shall be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the treatment or disposal facilities accepting the material. CONTRACTOR shall make all reasonable efforts to ensure that all containers are labpacked with a minimum of wasted space.

L. Manifesting and Transporting of Wastes. CONTRACTOR shall transport all packaged and labeled HHW and/or CESQG WASTES to their destinations as permitted by Health & Safety Code § 25218.4 and §25218.5, or by a registered hazardous waste hauler licensed through the appropriate federal and state agencies to haul such waste as appropriate. CONTRACTOR shall be responsible for the preparation of all Bills of Lading or Hazardous Waste Manifests in accordance with DOT and State regulations. Shipping papers shall be made available to the CITY prior to shipment for review. No waste shall be stored at the Permanent Household Hazardous Waste Collection Facility longer than one year as designated by Permit by Rule regulations.

M. Recycling, Treatment and Disposal. CONTRACTOR shall make arrangements for the proper recycling, treatment, long-term storage or disposal of collected HHW and or CESQG WASTES using methods and facilities specified in Exhibit A, Sections III and IV. CONTRACTOR shall ensure that all facilities used are fully permitted and approved by federal and local agencies as hazardous waste recycling, treatment, storage and/or disposal facilities.

N. Documentation and Reporting. CONTRACTOR shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CIWMB Form 303.

O. Equipment. CONTRACTOR agrees to supply all equipment designated on Exhibit A, Section VI, at no cost to the CITY for use at the PHHWCF.

P. Reuse Program. In conjunction with HHW & CESQG collection and disposal, CONTRACTOR shall operate a reuse program. CONTRACTOR shall make available to the public certain hazardous and recyclable materials for the purpose of reuse. CONTRACTOR shall institute measures to maximize reuse opportunities. CONTRACTOR shall provide the CITY with a reuse plan and ensure that each member of the public that accepts material from the reuse program receives and signs a Waiver of Liability and Release for Reuse of Hazardous and Recycled Materials.

Q. Recycling, Treatment and Disposal. Contractor shall arrange for the proper recycling, treatment, long-term storage or disposal of collected HHW or CESQG WASTE, using the methods and facilities specified in Section III of this Exhibit A. Contractor shall ensure that all facilities used are fully permitted and approved by Federal, State and local agencies as hazardous waste recycling, treatment, storage or disposal facilities.

SECTION II- LIST OF HAZARDOUS WASTE TRANSPORTERS

CONTRACTOR shall use any or all of the following hazardous waste transporters for waste collected from the CITY Permanent HHW Collection Facility and/or CESQG ,WASTE program. All transporters listed below are properly licensed and certified.

Name/Add ress	EPA I.D. Number	Phone No./Contact	Waste Transported
Clean Harbors Environmental Services, Inc. P.O. Box 9149 Norwell, MA 02061	MAD03932250	(781) 792-5760 Tony Cellucci	Hazardous Waste, Non-Hazardous Waste, Supplies
Smith Systems Transportation, Inc. PO Box 2455 Scottsbluff, NE 69363	NED986382133 DOT ID#472690	(308) 632-5148 Mike Bayne	Hazardous Waste, Non-Hazardous Waste, Supplies

SECTION III - RECYCLING AND DISPOSAL FACILITIES

CONTRACTOR shall use any or all of the following permitted waste management facilities for the disposal or recycling of waste collected at CITY events or HHW pickups.

Clean Harbors Aragonite 11699 North Aptus Aragonite, UT 84029	UTD981552177	(801) 323-8100 Shawn Raju	Incineration of Drummed Waste
Clean Harbors Buttonwillow 2500 West Lokern Road Buttonwillow, CA 93206	CAD980675276	(661) 762-6200 Marianna Buoni	Landfill of Asbestos
Clean Harbors LaPorte 500 Battleground Road La Porte, TX 77571	TXD982290140	(281) 476-0645 Jay Adair	Treatment of Cylinders
Clean Harbors Chicago 11800 S Stony Island Ave Chicago, IL 60617	ILD000608471	(773) 646-6202 John Lancaster	Recycling of PCB Light Ballasts and Fluorescent Tubes
Clean Harbors El Dorado 309 American Circle El Dorado, AR 71730	ARD069748192	(870) 863-7173 James East	Incineration of Drummed Waste
Clean Harbors Kimball 2247 South Highway 71 Kimball, NE 69145	NED981723513	(308) 235-4012 Jared Hunsaker	Incineration of Drummed Waste Fuel Blending of Paint
DeMenno Kerdoon 2000 N. Alameda Street Compton, CA 90222	CAT080013352	(310) 537-7100 Bonnie Booth	Recycling of Oil and Antifreeze
Electronics Recyclers 2860 S. East Ave Fresno, CA 93725	CAD000293898	(559) 442-3960 Aaron Blum	Recycling of CRT's and CED's
Filter Recycling Service, Inc 180 West Monte Ave Rialto, CA 92376	CAD982444481	(800) 698-4377 Wade Riddering	Oil Filter Recycling
Industrial Container 1051 Union Street Montebello, CA 90640	No EPA I.D. Required	(323) 724-8507 Kelly Simpson	Recycle of Empty Drums
Interstate Battery 321 State Street Fairfield, CA 94533	No EPA I.D. Required	(707) 422-9427 Rick Lynn	Auto Battery Recycling
Kinsbursky Brothers, Inc. 1314 North Lemon Street Anaheim, CA 92801	CAD088504881	(714) 738-8516 Paul Schneider	Recycling of Household Batteries
Mercury Waste Solutions 21211 Durand Avenue Union Grove, WI 53182	WIR000000356	(262) 878-2599 Joe Carruth	Mercury Recovery/Recycling

SECTION IV: PROPOSED RATE SCHEDULES
FISCAL YEAR 13/14 – 14/15

Permanent HHW Collection Facility (PHHWCF) and CESQG Waste
Program Mobilization, Operation, Disposal and Recycling Fees

PHHWCF OPERATIONS FEES

A fixed cost for labor, materials, packaging and labeling, transportation, and disposal and recycling charges apply to all items listed under Fixed Fees.

Fixed Fees

These costs include the labor and materials required to operate HHW and CESQG events

Year 1– FY 13/14

HHW Participants	\$85.00/Load
Door-to-Door HHW Pickups	\$85.00/Pickup

Year 2 – FY 14/15

HHW Participants	\$87.50/Load
Door-to-Door HHW Pickups	\$87.50/Pickup

Fixed Fees – Agreement with California Architectural Paint Care Program (Paint Care)

These costs include the labor and materials required to operate HHW and CESQG events once the City enters an agreement with Paint Care and Clean Harbors is contracted to manage the paint for this program.

Year 1– FY 13/14

HHW Participants	\$72.25/Load
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Year 2 – FY 14/15

HHW Participants	\$74.40/Load
Door-to-Door HHW Pickups	\$74.40/Pickup

For the purpose of this contract, a load refers to Federal Department of Transportation (DOT) legal limit of hazardous material that an individual may transport at one time. DOT regulations limit this amount to 15 gallons or 125 pounds. Should a vehicle grossly exceed these limits, additional loads will be charged.

MOBILE COLLECTION EVENT FEES

a. **Start Up Costs (per location)**

• Preparation of Permit By Rule	\$245
• Preparation of Site-Specific Operations Plan	\$485
• Preparation of Site-Specific Safety & Health Emergency Response Plan	<u>\$245</u>
	\$975

b. Event Mobilization Costs

- Mobilization \$1,785/event

c. Mobile Event Fixed Fees

- HHW Customer \$85.00/vehicle, 50 car minimum

Total Event Estimate: \$7010/event

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS

A fixed cost for labor, materials, packaging and labeling and transportation, apply to all items listed under Fixed Fees.

Fixed Fees

These costs include the labor and materials required to operate the CESQG program

CESQG Participants**\$36.50/Business**

The City of Oxnard agrees to pay not to exceed \$250 per CESQG, or \$500 per contract year for each CESQG from the City of Oxnard, and not to exceed a total of \$10,000 for all CESQG participants from Oxnard Businesses.

Acceptable Waste Disposal and Recycling Costs

The costs below include all labor, materials, packaging and labeling, transportation, and disposal and recycling charges for all wastes collected at the CESQG Waste Program.

a.) Automotive Products for Recycling

- Antifreeze \$1.50/gallon
- Used Motor Oil \$0.50/gallon
- Used Oil Filters \$0.75/pound
- Lead-Acid Batteries No Charge

b.) Other Waste for Recycling

- Latex Paint \$3.60/gallon or \$0.40/pound
- Nickel-cadmium, Alkaline, Carbon Zinc or other small Batteries \$1.10/pound
- Intact Spent Fluorescent Light Tubes \$0.20/foot
- Mercury \$12.00/pound
- Empty Drums \$25.00/drum

c.) Waste for Fuel Blending

- Oil-Based Paint \$4.00/gallon or \$0.60/pound
- Solvents \$2.50/gallon

d.) Waste for Incineration

•	*Overpacks	\$1.25/pound
•	*Non-reactive Labpacks	\$3.20/pound
•	*Reactive Labpacks	\$7.20/pound
•	*Aerosols	\$2.60/pound
•	*Polychlorinated Biphenyls (PCBs)	\$2.80/pound
•	*Propane Cylinders (Camp Stove Type)	\$5.00/each
•	Propane Tanks (BBQ Style)	\$25.00/each
•	Sharps	\$75.00/4-quart container

e.) Waste for Landfill

•	*Asbestos	\$1.00/pound
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SECTION V-HANDLING OF UNEXPECTED OR DANGEROUS MATERIAL

In the event that known explosives, radioactive materials, biological contaminants and/or reactive materials (unacceptable for planned disposal) are brought to the Permanent HHW Collection Facility and/or CESQG Waste Program, CONTRACTOR shall assess the situation, and if necessary, immediately alert the appropriate agency and private waste handling company. CONTRACTOR shall arrange for the handling and disposal of unacceptable materials if CONTRACTOR deems that such materials cause an immediate hazard to the public or the environment. In so far as possible, CONTRACTOR shall implement the appropriate management techniques for the materials identified below.

• ***RADIOACTIVE MATERIAL***

Commonly identified by:

Visual and Geiger Counter

Handling Procedures:

Most radioactive materials encountered at HHW collections are beta emitters
Safely isolate in a small metal drum

•

• ***UNSTABLE EXPLOSIVES*** (crystallized Picric Acid, Ethers)

Commonly identified by:

Visual

Handling Procedures:

Depending on type and condition, stabilize by submersion in water and/or isolated from the public.
Notify fire department and bomb squad.

•

• ***STABLE EXPLOSIVES*** (fireworks, ammunition)

Commonly identified by:

Visual

Handling Procedures

Inform PARTICIPANT to take the materials to local fire or police department for disposal

•

• ***COMPRESSED GAS CYLINDERS***

Commonly identified by:

Visual

Handling Procedures

Isolate, Package and Label

•

• ***PYROPHORICS***

Commonly identified by:

Visual

Handling Procedures:

Immediately separate Pyrophorics and place in airtight containers to prevent reaction. Then labpack individually within 5-gallon containers and cushion with vermiculite to prevent leakage.

Highly reactive, explosives, gas cylinders and pyrophoric waste shall be priced on a case-by-case basis at cost plus 10 percent. Unacceptable wastes shall not be included in the \$85.00 cost per vehicle.

SECTION VI - LIST OF EQUIPMENT

CONTRACTOR agrees to supply the following equipment for use at the PHHWCF at no cost to the CITY.

1. 3,200 square foot Metal Building
2. 230-gallon Waste Oil Tank with Secondary Containment
3. CAT GP-18 3,500# Forklift
4. Drum Dollies (2)
5. Drum Tilter
6. Drum Grabber
7. Drum Sling
8. Drum Deheader
9. Spark Proof Hammers (2)
10. Speed Wrench/Socket (2)
11. Bung Wrench (2)
12. Chemical Resistant Carts (6)
13. Sorting Tables (2)
14. Fire Extinguishers (4)
15. Electronic Digital 4x4 Platform Scale
16. Signage
17. Traffic Barricades and Delineators
18. Brooms (2)
19. Shovels (2)
20. Geiger Counter
21. Fingerprint Identification Kit
22. Bulking Grills (2)
23. Two-way Radios (4)

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS

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 \$5,000,000 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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.

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-F. 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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7590
300 West Third Street, Suite 302
Oxnard, California 93030

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-F or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-F.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. ☒ OWNERS' & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$5,000,000 PRODUCTS COMP/OP AGG. \$5,000,000 PERSONAL & ADV. INJURY \$5,000,000 EACH OCCURRENCE \$5,000,000 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/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7590
300 W. Third Street, Suite 302
Oxnard CA 93030

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	
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) _____		
TYPE OF INSURANCE		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:		
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS		
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$		
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		EACH OCCURRENCE	AGGREGATE	
Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____				
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD Attn: Risk Manager Reference No. A-7590 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____		

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property 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, 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 Attn: Risk Manager Reference No. A-7590 300 W. Third Street, Suite 302 Oxnard, CA 93030		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 _____	



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

ITEM # 15 (MM/DD/YYYY)
10/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535-002
	INSURER B: American Guarantee and Liability Insurance		26247-003
	INSURER C: Catlin Specialty Insurance Company		15989-000
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 18788496**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y		GLO9681229-06	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ MCS-90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		BAP 6681231-06	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AUC-4275262-08	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9681232-06	11/1/2012	11/1/2013	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Contractors Pollution Liability			CPV-671802-1113 CPL	11/1/2012	11/1/2013	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Scope of Work: HHW Facility.

see attached:

CERTIFICATE HOLDER**CANCELLATION**City of Oxnard
Attn: Jay Duncan
111 South Del Norte Blvd.
Oxnard, CA 93010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Environmental Impairment Liability
 Carrier: Steadfast Insurance Company
 Policy Number: PLC-5834364-00
 Policy Period: 11/1/2012 - 11/1/2013
 Limits: \$10,000,000 Each Claim
 \$10,000,000 Aggregate

City of Oxnard is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.



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

DATE: September 3, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approve Third Change Order to extend and add funds to the McCain, Inc. Blanket Purchase Order for traffic signal components and supplies.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Third Change Order to Blanket Purchase Order 6714 with McCain, Inc. to extend the term to June 30, 2021, and add \$400,000 for a new total amount of \$600,000.

BACKGROUND

Over the years, the City has standardized intersection traffic control products manufactured by McCain, Inc. McCain is a nationally-recognized provider of electronic control devices, such as signal controller cabinets, controller circuit and logic boards, data monitoring components, power supplies and pedestrian control technology. Staff tested similar products manufactured by other signal control specialists, such as Safetran, Suretrac and Econolite, but found that their devices demand more maintenance and outside service than McCain's products. Some problems staff encountered were inconsistent light timing, lights that default to red flashing after a short period of use and parts that are not adequately prepared for damp weather conditions. Moreover, their replacement parts were not compatible with McCain's parts.

DISCUSSION

Staff recommends the City Council authorize the Mayor to execute a Third Change Order to Blanket Purchase Order 6714 with McCain, Inc. to extend the term to June 30, 2021, and add \$400,000 to cover anticipated purchases. Staff did not issue a solicitation for this contract because, after testing similar products, staff believes McCain is best suited to provide these devices to the City.

Originally, the City "piggybacked" off of State of California Department of General Services (DGS) Contract # 1-15-63-01A. However, DGS is not renewing this contract, so the City cannot continue to "piggyback" on it. McCain has been awarded several in-State supply contracts that were competitively bid among many manufacturers. The City can "piggyback" on the City of Los Angeles or County of Riverside's supply contract (attached) that has several of the devices used by the City of Oxnard. McCain also offers assurance that products not competitively bid will have prices equal to those of agencies with similar product diversity and volume, which can be verified.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Staff estimates annual spending to be \$200,000, for a total of \$400,000 over the next two years (July 17, 2019, to July 31, 2021). The current value of the BPO is \$200,000. This Third Change Order would bring the new total to \$600,000. Historically, annual amounts have been between \$175,000 and \$200,000. Funding has been utilized via the State Gas Tax (Fund 181).

COMMITTEE OUTCOME

This item did not originate in the Public Works and Transportation Committee.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. City of LA Contract
2. County of Riverside Contract
3. Negotiated Contract-Sole-Single Source Justification Form (McCain BPO 6714)

CITY OF LOS ANGELES
CALIFORNIA

ITEM #I-6

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



ERIC GARCETTI
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX NO. (213) 928-9515

April 23, 2019

McCain Traffic Supply
2365 Oak Ridge Way
Vista, CA 92081

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 180000000345 –
AMENDMENT 03
TRAFFIC SIGNAL ADVANCED TRANSPORTATION CONTROLLER CABINET

The City of Los Angeles hereby exercises Contract Renewal Option Number 1 of 4, in accordance with the Contract terms. The Contract will now expire on May 3rd, 2020.

Supplier requests for price adjustments must include a cover letter and price list(s) from the manufacturer, wholesaler or distributor, and show new price and percentage adjustment for each contract line item or product group. **No increases will be granted without prior approval of the City Purchasing Agent. Any increases granted are effective on the date of the City Purchasing Agent's approval.**

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Jenny S. Chen, Procurement Analyst, at 213-928-9556 or via e-mail: jenny.s.chen@lacity.org.

Tony M. Royster 
General Manager and
City Purchasing Agent 

Approved as to Form
Michael N. Feuer
City Attorney

By: 
Supply Services Manager

By: 
Arletta Maria Brimsey
Deputy City Attorney



AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER



City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012



ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 180000000345 5	Traffic Signal Advanced Transportation Controller Cabinet	
Contract Dates	Payment Terms	Delivery Days ARO
05-04-18 to 05-03-20	0% Net 30	60
Central Purchasing	Vendor	Bill To
Contact: Jenny Chen Phone: (213) 928-9556 E-mail: jenny.s.chen@lacity.org	000021549 MCCAIN TRAFFIC SUPPLY 2365 OAK RIDGE WAY VISTA, CA 92081	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012
Extended Description		
*****CONTRACT AWARD ARC 180000000345, TRAFFIC SIGNAL ADVANCED TRANSPORTATION CONTROLLER CABINET, SUPERSEDES PREVIOUS CONTRACT ARC 180000000325 DUE TO AN ERROR*****		
Traffic Signal Advanced Transportation Controller Cabinets. Contract Dates 5/03/18 to 5/03/19 with 4 one year renewal options. End User Department Contact: Raul De Anda, Signal System Supervisor II 213-473-8467		

Reason for Modification

Amendment 03 - Exercised Renewal Option 1 of 4

Renewal Period Options

Option	Effective Date	Expiration Date
1	05-04-19	05-03-20
2	05-04-20	05-03-21
3	05-04-21	05-03-22
4	05-04-22	05-03-23

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	46161504	ATC. Traffic Signal Advanced Transpo. Controller Cabinet	EA	\$139.7000		
Extended Description: Traffic Signal Advanced Transportation Controller (ATC) Cabinet . Cabinet Assembly, Cabinet Housing. ATC 356, Service Assembly Components. Model 2202-HV HDFU or approved equal. See Attachment C for specifications.						
ATC 356, Model 2202-HV HDFU or Approved Equal						
Manufacturer: EDI						
Mfr Part No.: M36256						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
2	46161504	ATC 356, Service Assembly Components	EA	\$95.5100		
Extended Description: Traffic Signal Advanced Transportation Controller (ATC) Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356, Service Assembly Components. CABINET SUPPRESSOR-FILTER See Attachment C for specifications Manufacturer: HESCO Mfr Part No.: M58625						
3	46161504	ATC 356 Output Assembly Components	EA	\$139.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Output Assembly Components (16-Channel). Model 2202-HV HDSP or approved equal. See Attachment C for Specifications Manufacturer: EDI Mfr Part No.: M36256						
4	46161504	ATC 356, Output Assembly Components	EA	\$161.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356, Output Assembly Components (16 Channel). Model 2218 SIU or Approved Equal. See Attachment C for specifications. Manufacturer: EDI Mfr Part No.: M36258						
5	46161504	ATC 356 Output Assembly Components.	EA	\$433.4000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356 Output Assembly Components (16 Channel). Model 2212-HV CMUip or approved equal. See Attachment C for specifications. Manufacturer: EDI Mfr Part No.: M36259						
6	46161504	ATC 356 Field Output Termination Assembly Components.	EA	\$19.5300		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Field Output Termination Assembly (16 Channel) Model 21H HDFTR or approved equal. See Attachment C for specifications. Manufacturer: STRUTHERS-DUNN Mfr Part No.: M52476						
7	46161504	ATC 356, Field Output Termination Assembly Components.	EA	\$10.5700		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Field Output Termination Assembly Components (16 Channel). HDSP Suppressor. See Attachment C for specifications. Manufacturer: HESCO Mfr Part No.: M73486						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
8	46161504	ATC 356, Field Output Termination Assembly Components	EA	\$1.0800			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Field Output Termination Assembly Components (16-Channel). Red Flash Program Block. See Attachment C for specifications. Manufacturer: MCCAIN Mfr Part No.: M52495							
9	46161504	ATC 356, Field Output Termination Assembly Components	EA	\$2.2100			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Field Output Termination Assembly Components (16 Channel). Yellow Flash Program Block. See Attachment C for specifications Manufacturer: MCCAIN Mfr Part No.: M52497							
10	46161504	ATC 356, Field Output Termination Assembly Components	EA	\$2.1600			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Field Output Termination Assembly Components (16 Channel). White Flash Program Block. See Attachment C for specifications. Manufacturer: MCCAIN Mfr Part No.: M52496							
11	46161504	ATC 356, Input Assembly Components	EA	\$161.7000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Input Assembly Components (48- Channel). Model 2218 SIU or Approved Equal. See Attachment C for specifications Manufacturer: EDI Mfr Part No.: M36258							
12	46161504	ATC 356, Input Assembly Components	EA	\$182.6000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356, Input Assembly Components (48-Channel). Model LMD624H 4-Channel Half Width Detector or Approved Equal. See Attachment C for specifications Manufacturer: RENO Mfr Part No.: M57667							
13	46161504	ATC 356, Input Assembly Components.	EA	\$49.9400			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Input Assembly Components (48-Channel). Model 244L DC Isolator or Approved Equal. See Attachment C for specifications Manufacturer: EDI Mfr Part No.: M36292							

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
14	46161504	ATC 356, Cabinet Components	EA	\$339.9000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Cabinet Components. MODEL 2220 ADU or Approved Equal. See Attachment C for specifications. Manufacturer: EDI Mfr Part No.: M36255							
15	46161504	ATC 356, Cabinet Components	EA	\$297.0000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Cabinet Components. MODEL 2216-24 CPS or Approved Equal. See Attachment C for specifications. Manufacturer: EDI Mfr Part No.: M36261							
16	46161504	ATC 356, Cabinet Components	EA	\$150.7200			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 356. Cabinet Components. MOUNTING HARWARE. See Attachment C for specifications. Manufacturer: EDI Mfr Part No.: M53652							
17	46161504	ATC 357 Combo Input and Output Assembly Components	EA	\$139.7000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321) Combo Input and Output Assembly Components. MODEL 2202 HV-HDSP or approved equal. See Attachment B for specifications. Manufacturer: EDI Mfr Part No.: M36256							
18	46161504	ATC 357 Combo Input and Output Assembly Components	EA	\$161.7000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain Part # M36321) Combo Input and Output Assembly Components. MODEL 2218 SIU or approved equal. See Attachment B for specifications. Manufacturer: EDI Mfr Part No.: M36258							
19	46161504	ATC 357 Combo Input and Output Assembly Components.	EA	\$433.4000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321) Combo Input and Output Assembly Components. MODEL 2212-HV CMUip or approved equal. See Attachment B for specifications. Manufacturer: EDI Mfr Part No.: M36259							

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
20	46161504	ATC 357 Combo Input and Output Assembly Components	EA	\$182.6000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321) Combo Input and Output Assembly Components. MODEL LMD624H 4-CHANNEL HALF WIDTH DETECTOR OR APPROVED EQUAL. See Attachment B for specifications. Manufacturer: RENO Mfr Part No.: M57667						
21	46161504	ATC 357 Combo Input and Output Assembly Components.	EA	\$49.9400		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321). Combo Input and Output Components. MODEL 244L DC ISOLATOR OR APPROVED EQUAL. See Attachment B for specifications. Manufacturer: EDI Mfr Part No.: M36292						
22	46161504	ATC 357 Combo Field Input and Output Termination Assembly	EA	\$19.5300		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321). Combo Field Input and Output Termination Assembly Components. MODEL 21H HDFTR OR APPROVED EQUAL. See Attachment B for specifications. Manufacturer: STRUTHERS-DUNN Mfr Part No.: M52476						
23	46161504	ATC 357 Combo Field Input and Output Termination Assembly	EA	\$10.5700		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321) Combo Input and Output Termination Assembly Components. HDSP SUPPRESSOR. See Attachment B for specifications. Manufacturer: HESCO Mfr Part No.: M73486						
24	46161504	ATC 357 Combo Field Input and Output Termination Assembly.	EA	\$1.0800		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321). Combo Field Input and Output Termination Assembly Components. RED FLASH PROGRAM BLOCK. See Attachment B for specifications. Manufacturer: MCCAIN Mfr Part No.: M52495						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
25	46161504	ATC 357 Combo Field Input and Output Termination Assembly	EA	\$2.2100		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321). Combo Field Input and Output Termination Assembly Components. YELLOW FLASH PROGRAM BLOCK. See Attachment B for specifications. Manufacturer: MCCAIN Mfr Part No.: M52497						
26	46161504	ATC 357 Combo Field Input and Output Termination Assembly	EA	\$2.1600		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321). Combo Field Input and Output Termination Assembly Component. WHITE FLASH PROGRAM BLOCK. See Attachment B for specifications. Manufacturer: MCCAIN Mfr Part No.: M52496						
27	46161504	ATC 357 Service Assembly Components.	EA	\$139.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321) Service Assembly Components. MODEL 2202-HV HDFU OR APPROVED EQUAL. See Attachment B for specifications. Manufacturer: EDI Mfr Part No.: M36256						
28	46161504	ATC 357 Service Assembly Components.	EA	\$90.4200		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321). Service Assembly Components. CABINET SUPPRESSOR-FILTER. See Attachment B for specifications. Manufacturer: HESCO Mfr Part No.: M58307						
29	46161504	ATC 357 Service Assembly Components	EA	\$154.0000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain part # M36321). Service Assembly Components. MODEL 2217 CABINET POWER SUPPLY (CPS) OR APPROVED EQUAL. See Attachment B for specifications Manufacturer: EDI Mfr Part No.: M58308						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
30	46161504	ATC 357 Cabinet Components	EA	\$339.0000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain Part # M36321). Cabinet Components. MODEL 2220 ADU OR APPROVED EQUAL. See Attachment B for specifications. Manufacturer: EDI Mfr Part No.: M36255						
31	46161504	ATC 357 Cabinet Components	EA	\$63.4700		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 357 (McCain Part # M36321) Cabinet Component. MOUNTING HARDWARE. See Attachment B for specifications. Manufacturer: MCCAIN Mfr Part No.: M15323						
32	46161504	ATC 352 Service Assembly Components	EA	\$139.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). Service Assembly Components. MODEL 2202-HV HDFU OR APPROVED EQUAL. See attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36256						
33	46161504	ATC 352 Service Assembly Components	EA	\$95.5100		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). Service Assembly Components. CABINET SUPPRESSOR-FILTER. See Attachment D for specifications. Manufacturer: HESCO Mfr Part No.: M58625						
34	46161504	ATC 352 Output Assembly Components	EA	\$139.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain Part # M59725). Output Assembly Components (32-Channel) MODEL 2202-HV HDSP OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36256						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
35	46161504	ATC 352 Output Assembly Components	EA	\$161.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain Part # M59725). Output Assembly Components (32-Channel). MODEL 2218 SIU OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36258						
36	46161504	ATC 352 Output Assembly Components	EA	\$433.4000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725) Output Assembly Components (32-Channel). MODEL 2212-HV CMUip OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36259						
37	46161504	ATC 352 (2 each) Field Output Termination Assembly Component	EA	\$19.5300		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain Part # M59725). (2 each) Field Output Termination Assembly Components (16-Channel). MODEL 21H HDFTR OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: STRUTHERS-DUNN Mfr Part No.: M52476						
38	46161504	ATC 352 (2 each) Field Output Termination Assembly Component	EA	\$10.5700		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). (2 each) Field Output Termination Assembly Components (16-Channel). HDSP SUPPRESSOR. See Attachment D for specifications. Manufacturer: HESCO Mfr Part No.: M73486						
39	46161504	ATC 352 (2 each) Field Output Termination Assembly Component	EA	\$1.0800		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). (2 each) Field Output Termination Assembly Components (16-Channel). RED FLASH PROGRAM BLOCK. See Attachment D for specifications. Manufacturer: MCCAIN Mfr Part No.: M52495						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
40	46161504	ATC 352 (2 each) Field Output Termination Assembly Component	EA	\$2.2100		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). (2 each) Field Output Termination Assembly Components (16-Channel). YELLOW FLASH PROGRAM BLOCK. See Attachment D for specifications. Manufacturer: MCCAIN Mfr Part No.: M52497						
41	46161504	ATC 352 (2 each) Field Output Termination Assembly Component	EA	\$2.1600		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). (2 each) Field Output Termination Assembly Components (16-Channel). WHITE FLASH PROGRAM BLOCK See Attachment D for specifications. Manufacturer: MCCAIN Mfr Part No.: M52496						
42	46161504	ATC 352 (2 each) Input Assembly Components	EA	\$161.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). (2 Each) Input Assembly (48-Channel). MODEL 2218 SIU OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36258						
43	46161504	ATC 352 (2 each) Input Assembly Components	EA	\$182.6000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). (2 Each) Input Assembly (48-Channel). MODEL LMD624H 4-CHANNEL HALF WIDTH DETECTOR OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: RENO Mfr Part No.: M57667						
44	46161504	ATC 352 (2 each) Input Assembly Components	EA	\$49.9400		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 352 (McCain part # M59725). (2 Each) Input Assembly (48-Channel). MODEL 244L DC ISOLATOR OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36292						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
45	46161504	ATC 352 Cabinet Components	EA	\$339.9000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC (McCain part # M59725). Cabinet Components. MODEL 2220 ADU OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36255						
46	46161504	ATC 352 Cabinet Components	EA	\$297.0000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC (McCain part # M59725). Cabinet Components. MODEL 2216-24 CPS OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36261						
47	46161504	ATC 351 Service Assembly Components (2-HDFU)	EA	\$139.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Service Assembly Components (2-HDFU). MODEL 2202-HV HDFU OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36256						
48	46161504	ATC 351 Service Assembly Components (2-HDFU)	EA	\$95.5100		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Service Assembly Components (2-HDFU). CABINET SUPPRESSOR-FILTER. See Attachment D for specifications. Manufacturer: HESCO Mfr Part No.: M58625						
49	46161504	ATC 351 Output Assembly Components (32-Channel)	EA	\$139.7000		
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Output Assembly Components (32-Channel) MODEL 2202-HV HDSP OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36256						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
50	46161504	ATC 351 Output Assembly Components (32-Channel)	EA	\$161.7000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Output Assembly Components (32-Channel) MODEL 2218 SIU OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36258							
51	46161504	ATC 351 Output Assembly Components (32-Channel)	EA	\$433.4000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Output Assembly Components (32-Channel) MODEL 2212-HV CMUip OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36259							
52	46161504	ATC 351 (2 each) Field Output Termination Assembly Component	EA	\$19.5300			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. (2 Each) Field Output Termination Assembly Components (16-Channel). MODEL 21H HDFTR OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: STRUTHERS-DUNN Mfr Part No.: M52476							
53	46161504	ATC 351 (2 each) Field Output Termination Assembly Component	EA	\$10.5700			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. (2 Each) Field Output Termination Assembly Components (16-Channel). HDSP SUPPRESSOR. See Attachment D for specifications. Manufacturer: HESCO Mfr Part No.: M73486							
54	46161504	ATC 351 (2 each) Field Output Termination Assembly Component	EA	\$1.0800			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. (2 Each) Field Output Termination Assembly Components (16-Channel). RED FLASH PROGRAM BLOCK. See Attachment D for specifications. Manufacturer: MCCAIN Mfr Part No.: M52495							

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
55	46161504	ATC 351 (2 each) Field Output Termination Assembly Component	EA	\$2.2100			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. (2 Each) Field Output Termination Assembly Components (16-Channel). YELLOW FLASH PROGRAM BLOCK. See Attachment D for specifications. Manufacturer: MCCAIN Mfr Part No.: M52497							
56	46161504	ATC 351 (2 each) Field Output Termination Assembly Component	EA	\$2.1600			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. (2 Each) Field Output Termination Assembly Components (16-Channel). WHITE FLASH PROGRAM BLOCK. See Attachment D for specifications. Manufacturer: MCCAIN Mfr Part No.: M52496							
57	46161504	ATC 351 Input Assembly Components (48-Channel)	EA	\$161.7000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Input Assembly Components (48-Channel). MODEL 2218 SIU OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36258							
58	46161504	ATC 351 Input Assembly Components (48-Channel)	EA	\$182.6000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Input Assembly Components (48-Channel). MODEL LMD624H 4-CHANNEL HALF WIDTH DETECTOR OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: RENO Mfr Part No.: M57667							
59	46161504	ATC 351 Input Assembly Components (48-Channel)	EA	\$49.9400			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Input Assembly Components (48-Channel). MODEL 244L DC ISOLATOR OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36292							

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
60	46161504	ATC 351 Cabinet Components	EA	\$339.9000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Cabinet Components. MODEL 2220 ADU OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36255							
61	46161504	ATC 351 Cabinet Components	EA	\$297.0000			
Extended Description: Traffic Signal Advanced Transportation Controller Cabinet. Cabinet Assembly, Cabinet Housing. ATC 351. Cabinet Components. MODEL 2216-24 CPS OR APPROVED EQUAL. See Attachment D for specifications. Manufacturer: EDI Mfr Part No.: M36261							
62	46161504	ATC Cabinet, Model 357, McCain #M36321	EA	\$7,094.0000			
Extended Description: ATC Cabinet, Model 357, McCain #M36321 as per Attachment B (LADOT Specification 95-003-00) Sections 3.2 and 3.3 for Specification. Model 357i, McCain #M36321 ATC Cabinet-HV, LADOT Powder Coated Silver Anti-Graffiti Loaded to Include, per Cabinet: - 5 LS 2202-HV-MC HDSP/Flasher Unit - SIU, 2218-MC - 1 ADU, 2220-MC AUX - 1 CMU, 2212-HV-MC - 1 ISO, DC, 244L, EDI, 4 CH, Half-Width, Rock Mount, ATC - 3 DET, LMD624H, EDI, 4 CH, Half-Width, Rock Mount Manufacturer: MCCAIN Mfr Part No.: M36321							
63	46161504	ATC Cabinet, Model 352, McCain #M59725	EA	\$16,468.0000			
Extended Description: ATC Cabinet, Model 352, McCain #M59725 as per Attachment D (LADOT Specifications 95-001-00) Section 3 for Specification. Model 352i, McCain #M59725 ATC Cabinet-HV, 1A48CH, FITA24C (2), FOTA-16CH (2), SA-(2) Flasher, LADOT Powder Coated Silver Anti-Graffiti Loaded to Include, per Cabinet: - 18 LS 2202-HV-MC HDSP/Flasher, ATC - 6 SIU, 2218-MC SERIAL INTERFACE UNIT, ATC - 1 ADU, 2220-MC AUX Display Unit (48VDC), ATC - 1 CMU, 2212-HV-MC (IP), 32 CH w/Ethernet Port, ATC - 4 ISO, DC, 244L, EDI, 4 CH, Half-Width, Rock Mount, ATC - 20 DET, LMD624H, EDI, 4 CH, Half-Width, Rock Mount Manufacturer: MCCAIN Mfr Part No.: M59725							
64	46161504	ATC Cabinet, Model 351, Complete Cabinet	EA	\$13,860.0000			
Extended Description: ATC 351 Complete Cabinet (Fully Loaded). Please see Attachment D (LADOT specification 95-001-00), Section 3 for Specifications. Manufacturer: MCCAIN Mfr Part No.: M73841							

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
65	46161504	ATC Cabinet, Model 356, Complete Cabinet	EA	\$10,415.0000		
Extended Description: ATC 356 Complete Cabinet (Fully Loaded). Please see Attachment C (LADOT specification 95-002-00), Sections 2 & 3 for Specifications. Manufacturer: MCCAIN Mfr Part No.: M59758						
66	46161504	Traffic signal cabinet assembly, McCain Model 332	EA	\$8,302.0000		
Extended Description: Traffic signal cabinet assembly, McCain Model 332 Manufacturer: MCCAIN Mfr Part No.: M59758						
67	46161504	Traffic signal cabinet assembly, McCain Model 336	EA	\$5,485.0000		
Extended Description: Traffic signal cabinet only, McCain Model 336, empty, with rack, light and fan assembly Manufacturer: MCCAIN Mfr Part No.: M59758						
68	46161504	Traffic signal cabinet only, Model 336, empty, with rack	EA	\$1,988.5700		
Extended Description: Traffic signal cabinet only, McCain Model 336, empty, with rack, light and fan assembly Manufacturer: MCCAIN Mfr Part No.: M59758						
69	46161504	Traffic signal cabinet only, Model NEMA C-5	EA	\$1,503.9200		
Extended Description: Traffic signal cabinet only, Model NEMA C-5 Manufacturer: MCCAIN Mfr Part No.: M59758						
70	46161504	Traffic signal cabinet assembly, Model 337	EA	\$7,020.5300		
Extended Description: Traffic signal cabinet assembly, Model 337 Manufacturer: MCCAIN Mfr Part No.: M59758						
71	46161504	Power supply, 24 Vdc switching type	EA	\$180.7000		
Extended Description: Power supply, 24 Vdc switching type Manufacturer: MCCAIN Mfr Part No.: M59758						
72	46161504	Power distribution assembly, 332	EA	\$533.4200		
Extended Description: Power distribution assembly, 332 Manufacturer: MCCAIN Mfr Part No.: M59758						
73	46161504	Power distribution assembly, 336, in accordance with attache	EA	\$532.0300		
Extended Description: Power distribution assembly, 336, in accordance with attached specification Manufacturer: MCCAIN Mfr Part No.: M59758						
74	46161504	Power distribution assembly, 337, McCain part # M15312	EA	\$852.7100		
Extended Description: Power distribution assembly, 337, McCain part # M15312 Manufacturer: MCCAIN Mfr Part No.: M59758						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
75	46161504	Output file, 332, McCain part # M34017	EA	\$1,074.3100		
Extended Description: Output file, 332, McCain part # M34017 Manufacturer: MCCAIN Mfr Part No.: M59758						
76	46161504	Output file, 332/336	EA	\$1,056.5200		
Extended Description: Output file, 332/336 Manufacturer: MCCAIN Mfr Part No.: M59758						
77	46161504	Auxiliary output file, 332, McCain part # M34029	EA	\$305.0600		
Extended Description: Auxiliary output file, 332, McCain part # M34029 Manufacturer: MCCAIN Mfr Part No.: M59758						
78	46161504	Cabinet light, 332, McCain part # M15469	EA	\$136.4100		
Extended Description: Cabinet light, 332, McCain part # M15469 Manufacturer: MCCAIN Mfr Part No.: M59758						
79	46161504	Cabinet light, 336, McCain part # M15469	EA	\$123.8500		
Extended Description: Cabinet light, 336, McCain part # M15469 Manufacturer: MCCAIN Mfr Part No.: M59758						
80	46161504	Cabinet light, 337, McCain part # M30218	EA	\$120.1600		
Extended Description: Cabinet light, 337, McCain part # M30218 Manufacturer: MCCAIN Mfr Part No.: M59758						
81	46161504	Door switch, normally open, pushbutton, McCain part # M14671	EA	\$3.3200		
Extended Description: Door switch, normally open, pushbutton, McCain part # M14671 Manufacturer: MCCAIN Mfr Part No.: M59758						
82	46161504	Door switch, normally closed, pushbutton, McCain part # M146	EA	\$3.1500		
Extended Description: Door switch, normally closed, pushbutton, McCain part # M146 Manufacturer: MCCAIN Mfr Part No.: M59758						
83	46161504	Door switch, SPDT, snap action, pushbutton	EA	\$21.4500		
Extended Description: Door switch, SPDT, snap action, pushbutton Manufacturer: MCCAIN Mfr Part No.: M59758						
84	46161504	Relay, heavy duty flash transfer, Reno part # M11556	EA	\$20.4800		
Extended Description: Relay, heavy duty flash transfer, Reno part # M11556 Manufacturer: MCCAIN Mfr Part No.: M59758						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6 Markup %
85	46161504	Surge protector assembly, MOV 3 gas electrode, McCain part #	EA	\$12.1200		
Extended Description: Surge protector assembly, MOV 3 gas electrode, McCain part # M13747 Manufacturer: MCCAIN Mfr Part No.: M59758						
86	46161504	Cabinet exhaust fan, McCain part # M14673/M14674	EA	\$8.9800		
Extended Description: Cabinet exhaust fan, McCain part # M14673/M14674 Manufacturer: MCCAIN Mfr Part No.: M59758						
87	46161504	Communication panel in accordance with Spec. 54-053-08	EA	\$213.3800		
Extended Description: Communication panel in accordance with Spec. 54-053-08 Manufacturer: MCCAIN Mfr Part No.: M59758						
88	46161504	Solid state switch, signal bus, Crydom model HA4850, McCain	EA	\$58.5000		
Extended Description: Solid state switch, signal bus, Crydom model HA4850, McCain part # M65821 Manufacturer: MCCAIN Mfr Part No.: M59758						
89	46161504	Cabinet lock assembly, Best with LA1 core, Best, McCain part	EA	\$103.1400		
Extended Description: Cabinet lock assembly, Best with LA1 core, Best, McCain part # M35178 Manufacturer: MCCAIN Mfr Part No.: M59758						
90	46161504	Cabinet lock core, Best LA1, McCain part # M35177	EA	\$92.9500		
Extended Description: Cabinet lock core, Best LA1, McCain part # M35177 Manufacturer: MCCAIN Mfr Part No.: M59758						
91	46161504	HEX door latch assembly, 332/336cabinet, McCain part	EA	\$81.2400		
Extended Description: HEX door latch assembly, 332/336 cabinet, McCain part # M143 Manufacturer: MCCAIN Mfr Part No.: M59758						
92	46161504	HEX door latch, Allen wrench unit, McCain part # M12925	EA	\$61.9200		
Extended Description: HEX door latch, Allen wrench unit, McCain part # M12925 Manufacturer: MCCAIN Mfr Part No.: M59758						
93	46161504	Adaptor base, 336 cabinet for 332 foundation, McCain part #	EA	\$146.8400		
Extended Description: Adaptor base, 336 cabinet for 332 foundation, McCain part # M14528H Manufacturer: MCCAIN Mfr Part No.: M59758						
94	46161504	Adaptor base, 336 cabinet for post top mount, McCain part #	EA	\$75.0100		
Extended Description: Adaptor base, 336 cabinet for post top mount, McCain part # M15323 Manufacturer: MCCAIN Mfr Part No.: M59758						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
95	46161504	Conflict monitor, Model 2018, EDI	EA	\$603.2000		
Extended Description: Conflict monitor, Model 2018, EDI Manufacturer: MCCAIN Mfr Part No.: M59758						
96	46161504	Conflict monitor matrix card, model 2018, EDI	EA	\$40.2900		
Extended Description: Conflict monitor matrix card, model 2018, EDI Manufacturer: MCCAIN Mfr Part No.: M59758						
97	46161504	Conflict monitor ribbon cable, EDI	EA	\$5.6000		
Extended Description: Conflict monitor ribbon cable, EDI Manufacturer: MCCAIN Mfr Part No.: M59758						
98	46161504	Conflict monitor P-20 panel, McCain part # M34099	EA	\$58.6300		
Extended Description: Conflict monitor P-20 panel, McCain part # M34099 Manufacturer: MCCAIN Mfr Part No.: M59758						
99	46161504	Switch pack module, Model 200, PDC, part # M33252	EA	\$21.3200		
Extended Description: Switch pack module, Model 200, PDC, part # M33252 Manufacturer: MCCAIN Mfr Part No.: M59758						
100	46161504	Switch pack module, DC model 548, EDI	EA	\$60.3200		
Extended Description: Switch pack module, DC model 548, EDI Manufacturer: MCCAIN Mfr Part No.: M59758						
101	46161504	Flasher module, Model 204, PDC, Model # M33253	EA	\$21.3200		
Extended Description: Flasher module, Model 204, PDC, Model # M33253 Manufacturer: MCCAIN Mfr Part No.: M59758						
102	46161504	Detector, vehicle Model 222, EDI, McCain part # M11407	EA	\$80.6000		
Extended Description: Detector, vehicle Model 222, EDI, McCain part # M11407 Manufacturer: MCCAIN Mfr Part No.: M59758						
103	46161504	Detector, bus Model 283 LA, Reno, McCain part #	EA	\$215.8000		
Extended Description: Detector, bus Model 283 LA, Reno, McCain part # Manufacturer: MCCAIN Mfr Part No.: M59758						
104	46161504	Detector, light rail Model GT200LRT	EA	\$300.6300		
Extended Description: Detector, light rail Model GT200LRT Manufacturer: MCCAIN Mfr Part No.: M59758						
105	46161504	Isolator module, DC Model 242, EDI	EA	\$38.8700		
Extended Description: Isolator module, DC Model 242, EDI Manufacturer: MCCAIN Mfr Part No.: M59758						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
106	46161504	Isolator module, AC Model 252, PDC Extended Description: Isolator module, AC Model 252, PDC Manufacturer: MCCAIN Mfr Part No.: M59758	EA	\$33.8000			
107	46161504	Suppressor, EDCO, SHA-1250 with Base Extended Description: Suppressor, EDCO, SHA-1250 with Base Manufacturer: MCCAIN Mfr Part No.: M59758	EA	\$122.8500			
108	46161504	Detector, Vehicle, McCain Model # 224 Extended Description: Detector, Vehicle, McCain Model # 224 Manufacturer: MCCAIN Mfr Part No.: M59758	EA	\$215.8000			
109	46161504	Suppressor, EDCO SHA-1250 with base Extended Description: Suppressor, EDCO SHA-1250 with base Manufacturer: MCCAIN Mfr Part No.: M59758	EA	\$122.8500			
110	46161504	Detector, Vehicle, McCain Model #224 Extended Description: Detector, Vehicle, McCain Model #224 Manufacturer: MCCAIN Mfr Part No.: M59758	EA	\$215.8000			
111	46161504	Model 2212-HV CMUip Conflict Monitor Prgm Module #M84650 Extended Description: Model 2212-HV CMUip Conflict Monitor Programming Module #M84650 Manufacturer: MCCAIN Mfr Part No.: M59758	EA	\$379.7300			
112	46161504	Conflict Monitor Programming Unit Data Key #M84942 Extended Description: Conflict Monitor Programming Unit Data Key #M84942 Manufacturer: MCCAIN Mfr Part No.: M59758	EA	\$20.1500			
113	302119132364	Push Button 4-Wires 5x7 QUANTITY 1 to 99 #EN450NO-G-LA Extended Description: NAVIGATOR,PUSH BUTTON STATION,4-WIRE 5"X7", GREEN HOUSING, POLARA # N450NO-G-LA Manufacturer: POLARA Mfr Part No.: N450NOGLA	EA	\$325.8600			
114	302119132364	Push Button 4-Wires 5x7 QUANTITY 100 to 499 #EN450NO-G-LA Extended Description: NAVIGATOR,PUSH BUTTON STATION,4-WIRE 5"X7", GREEN HOUSING, POLARA # N450NO-G-LA Manufacturer: POLARA	EA	\$303.6800			
115	302119132364	Push Button 4-Wires 5x7 QUANTITY 500+ #EN450NO-G-LA Extended Description: NAVIGATOR,PUSH BUTTON STATION,4-WIRE 5"X7", GREEN HOUSING, POLARA # N450NO-G-LA Manufacturer: POLARA Mfr Part No.: N450NOGLA	EA	\$281.7100			

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
116	302119132365	Navigator, Control Unit, 4-Wire Quantity 1 to 99 #PHCU4W	EA	\$201.1800			
Extended Description: NAVIGATOR, CONTROL UNIT, 4-WIRE, POLARA PHCU4W, NOTE: UNITS COME 2 PER BOX / ISSUE UNIT IS EACH / ONE BOX = 2 EACH, ISSUE IN MULTIPLES OF 2 Manufacturer: POLARA							
117	302119132365	Navigator, Control Unit, 4-Wire Quantity 100 to 499 #PHCU4W	EA	\$187.2000			
Extended Description: NAVIGATOR, CONTROL UNIT, 4-WIRE, POLARA PHCU4W, NOTE: UNITS COME 2 PER BOX / ISSUE UNIT IS EACH / ONE BOX = 2 EACH, ISSUE IN MULTIPLES OF 2 Manufacturer: POLARA							
118	302119132365	Navigator, Control Unit, 4-Wire Quantity 500+ #PHCU4W	EA	\$172.4500			
Extended Description: NAVIGATOR, CONTROL UNIT, 4-WIRE, POLARA PHCU4W, NOTE: UNITS COME 2 PER BOX / ISSUE UNIT IS EACH / ONE BOX = 2 EACH, ISSUE IN MULTIPLES OF 2 Manufacturer: POLARA							
119	311625000176	Cap, Pole Mount Bracket QUANTITY 1 to 99 #ENWPC-X	EA	\$25.2900			
Extended Description: CAP,POLE MOUNT BRACKET, FOR NAVIGATOR APS, TOP OF POLE MOUNT,POLARA WPC Manufacturer: POLARA							
120	311625000176	Cap, Pole Mount Bracket QUANTITY 100 to 499 #ENWPC-X	EA	\$23.6600			
Extended Description: CAP,POLE MOUNT BRACKET, FOR NAVIGATOR APS, TOP OF POLE MOUNT,POLARA WPC Manufacturer: POLARA							
121	311625000176	Cap, Pole Mount Bracket QUANTITY 500+ #ENWPC-X	EA	\$21.9700			
Extended Description: CAP,POLE MOUNT BRACKET, FOR NAVIGATOR APS, TOP OF POLE MOUNT,POLARA WPC Manufacturer: POLARA							
122	391215120005	Push Button, Pedestrian, QUANTITY 1 to 99 #BULLDOG BDL-3	EA	\$73.1300			
Extended Description: PUSH BUTTON,PEDESTRIAN, ASSEMBLY,"POLARA"BULLDOGBDL-3 Manufacturer: POLARA							
123	391215120005	Push Button, Pedestrian, QUANTITY 100 to 499 #BULLDOG BDL-3	EA	\$68.4200			
Extended Description: PUSH BUTTON,PEDESTRIAN, ASSEMBLY,"POLARA"BULLDOGBDL-3 Manufacturer: POLARA							
124	391215120005	Push Button, Pedestrian, QUANTITY 500+ #BULLDOG BDL-3	EA	\$63.5300			
Extended Description: PUSH BUTTON,PEDESTRIAN, ASSEMBLY,"POLARA"BULLDOGBDL-3 Manufacturer: POLARA							
125	401417120793	Pushbutton Mounting Hardware QUANTITY 1 to 99 #PBF2-5X7-G-LA	EA	\$32.2800			
Extended Description: HOUSING,PEDESTRIAN,PUSHBUTTON, MOUNTING HARDWARE,LESS SIGN AND PUSHBUTTON,IN ACCORDANCE WITH ATTACHED SPECIFICATION DATED JUNE 2002,PBF2-5X7-G-LA Manufacturer: POLARA							
126	401417120793	Pushbutton mtg Hardware QUANTITY 100 to 499 #PBF2-5X7-G-LA	EA	\$30.1200			
Extended Description: HOUSING,PEDESTRIAN,PUSHBUTTON, MOUNTING HARDWARE,LESS SIGN AND PUSHBUTTON,IN ACCORDANCE WITH ATTACHED SPECIFICATION DATED JUNE 2002,PBF2-5X7-G-LA Manufacturer: POLARA							

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	ITEM #1-6	Markup %
127	401417120793	Pushbutton Mounting Hardware QUANTITY 500+ #PBF2-5X7-G-LA	EA	\$28.0200			
Extended Description: HOUSING,PEDESTRIAN,PUSHBUTTON, MOUNTING HARDWARE,LESS SIGN AND PUSHBUTTON,IN ACCORDANCE WITH ATTACHED SPECIFICATION DATED JUNE 2002,PBF2-5X7-G-LA							
Manufacturer: POLARA							
128	401417120794	Cap, Pole Type 7 Standard QUANTITY 1 to 99 #WPC-G	EA	\$25.2900			
Extended Description: HOUSING,PEDESTRIAN,PUSHBUTTON,WITH MOUNTING HARDWARE,LESS SIGN AND PUSHBUTTON ASSEMBLY,IN ACCORDANCE WITH ATTACHED SPECIFICATION DATED JUNE 2002,PBF2-5X7-G-LA,POLE CAP FOR TYPE 7 STANDARD,WPC-G							
Manufacturer: POLARA							
129	401417120794	Cap, Pole Type 7 Standard QUANTITY 100 to 499 #WPC-G	EA	\$23.6600			
Extended Description: HOUSING,PEDESTRIAN,PUSHBUTTON,WITH MOUNTING HARDWARE,LESS SIGN AND PUSHBUTTON ASSEMBLY,IN ACCORDANCE WITH ATTACHED SPECIFICATION DATED JUNE 2002,PBF2-5X7-G-LA,POLE CAP FOR TYPE 7 STANDARD,WPC-G							
Manufacturer: POLARA							
130	401417120794	Cap, Pole Type 7 Standard QUANTITY 500+ #WPC-G	EA	\$21.9700			
Extended Description: HOUSING,PEDESTRIAN,PUSHBUTTON,WITH MOUNTING HARDWARE,LESS SIGN AND PUSHBUTTON ASSEMBLY,IN ACCORDANCE WITH ATTACHED SPECIFICATION DATED JUNE 2002,PBF2-5X7-G-LA,POLE CAP FOR TYPE 7 STANDARD,WPC-G							
Manufacturer: POLARA							
131	302119132373	Navigator iN3 AP3 Wire QUANTITY 1 to 99 #iN350NO-G-LA	EA	\$330.0100			
Extended Description: WIRE AP3 IN3, NAVIGATOR, POLARA IN350N0-G-LA							
Manufacturer: POLARA							
132	302119132373	Navigator iN3 AP3 Wire QUANTITY 100 to 499 #iN350NO-G-LA	EA	\$309.1400			
Extended Description: WIRE AP3 IN3, NAVIGATOR, POLARA IN350N0-G-LA							
Manufacturer: POLARA							
133	302119132373	Navigator iN3 AP3 Wire QUANTITY 500+ #iN350NO-G-LA	EA	\$287.7600			
Extended Description: WIRE AP3 IN3, NAVIGATOR, POLARA IN350N0-G-LA							
Manufacturer: POLARA							
134	302119132374	Navigator 3 Wire Controller QUANTITY 1 to 99 #IPHCU3W	EA	\$208.9800			
Extended Description: WIRE CONTROLLER, NAVIGATOR, POLARA IPHCU3W							
Manufacturer: POLARA							
135	302119132374	Navigator 3 Wire Controller QUANTITY 100 to 499 #IPHCU3W	EA	\$195.0000			
Extended Description: WIRE CONTROLLER, NAVIGATOR, POLARA IPHCU3W							
Manufacturer: POLARA							
136	302119132374	Navigator 3 Wire Controller QUANTITY 500+ #IPHCU3W	EA	\$180.2500			
Extended Description: WIRE CONTROLLER, NAVIGATOR, POLARA IPHCU3W							
Manufacturer: POLARA							
137	302119132375	iNavigator Accessories QUANTITY 1 to 99 #iN-WPC-B	EA	\$25.2900			
Extended Description: POLE CAP, ACCESSORIES, NAVIGATOR 2.15" POLE							
Manufacturer: POLARA							

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
138	302119132375	iNavigator Accessories QUANTITY 100 EA to 499 #iN-WPC-B		\$23.6600		
Extended Description: POLE CAP, ACCESSORIES, NAVIGATOR 2.15" POLE Manufacturer: POLARA						
139	302119132375	iNavigator Accessories QUANTITY 500+ #iN-WPC-B	EA	\$21.9700		
Extended Description: POLE CAP, ACCESSORIES, NAVIGATOR 2.15" POLE Manufacturer: POLARA						

Authorized By

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

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Supporting Documents

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180000000345	Final	Traffic Signal Advanced Transportation Controller Cabinet	23 of 30

Procurement Analyst: Jenny S. Chen
E-mail address: jenny.s.chen@lacity.org

Phone Number: 213-928-9556

**Requirements Contract for: **TRAFFIC SIGNAL ADVANCED TRANSPORTATION
CONTROLLER CABINET****

Award No. **180000000345**

Payment Terms: **Net 30 Days** Delivery: **60** Days ARO
RFB No.: [180000910101](#) / [180000910094](#) Previous Contract: **58886**

Renewal Options: **4** Option Date 1 = 4/23/2019 Option Date 2 = --/--/--
Option Date 3 = --/--/-- Option Date 4 = --/--/--

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFB Number [180000910101](#) / [180000910094](#), to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFB (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

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180000000345	Final	Traffic Signal Advanced Transportation Controller Cabinet	24 of 30

SUPPLIER CONTACT:

Contact Person: Jennifer Phelan

Title: Account Manager

Telephone No.: 760-734-5050

Fax No.: 760-734-5064

E-Mail Address: jennifer.phelan@mccain-inc.com

24 Hour Contact No.: 951-434-4028

CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

RENEWAL OPTION:

The City reserves the right to renew this contract for 4 additional one(1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments

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shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

PRICE AGREEMENT CONDITIONS:

Prices charged the City are based on a percentage discount from / mark up to the manufacturer's published price list. Percentage discount/mark up is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments". However, manufacturer's price lists are subject to change in accordance with price adjustments made by the manufacturer.

The City is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline.

The Request for Quotation specifications, requirements, terms and conditions shall supersede and take precedence over any conflicting conditions in manufacturer's price lists.

Subsequent price list updates shall be submitted to the Purchasing Agent by the supplier in accordance to the following:

- FOR PRINTED OR ELECTRONIC (EXCLUDING INTERNET / ON-LINE) CATALOGS AND PRICE LISTS;

1. A letter requesting price list updates shall indicate supplier's name, contract number and published price list(s) date and number.
2. All new price lists shall show supplier's name and contract number and shall be submitted with the request to the City of Los Angeles Purchasing Agent. Price list updates will become effective only upon approval by the Purchasing Agent. If approved, a contract amendment letter will be mailed to the supplier identifying the price list and its effective date or any other price changes.
3. Purchasing Agent approved price lists may be requested from the supplier by each City Department that uses the contract. The price lists may be shipped directly from the

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supplier to the City department.

- FOR INTERNET / ON-LINE CATALOGS AND PRICE LISTS:

The supplier shall provide access to a secured (https) website for City of Los Angeles staff to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

- WHEN NO CATALOG OR PRICE LIST EXISTS:

When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Mark Up contracts, the following shall apply:

Prices charged the City are based on a Cost Plus Percentage Mark Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark up is to remain firm for the duration of the contract, subject to "Threshold Amount Level Volume Percentage Adjustments".

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Contract Purchase Order shall be submitted with the supplier's invoice to the City's Payment Services Division (SMS Accounts Payable). Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the supplier's invoice.

STANDARD PRODUCT WARRANTY:

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 2 years

Warranty for labor/workmanship defects: 2 years

In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

ENVIRONMENTALLY PREFERABLE PRODUCTS:

The City of Los Angeles seeks to conserve and enhance our local and global natural resources; promote and support a vibrant, diverse, and equitable economy; safeguard human health and the environment; and improve the livability of the City's

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neighborhoods without compromising the ability of future generations to do the same. (City of Los Angeles Administrative Code Division 10, Chapter 1, Article 6, Section 10.32)

The City therefore promotes the use of environmentally preferable products in its acquisition of goods and services. City employees are required to purchase environmentally preferable products from this contract whenever feasible, consistent with the City's Environmentally Preferable Products Purchasing Program.

The Supplier is required to identify environmentally preferable products that may be suitable for inclusion under this contract to the City of Los Angeles, if such products become available during the contract term.

OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies may make purchases using the prices, terms and conditions of this contract.

AUTHORIZED DISTRIBUTOR/DEALER:

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the supplier.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

QUARTERLY REPORTS:

The supplier shall provide the City Purchasing Agent with quarterly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the City (contract inception to report date).
- 2) Environmentally Preferable Product (EPP) Report that indicates the quantity and description of products sold to the City that are considered EPP. This information may be included in the Expenditure Report.
- 3) Business Inclusion Program Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from MBE, WBE, SBE, EBE, DVBE and OBE sub-suppliers. This information may be included in the Expenditure Report.

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Reports shall be created in a MS/Excel spreadsheet format as provided by the Purchasing Agent, and delivered by the 10th of the following month to City of Los Angeles Purchasing Agent, 111 E. First St., Attn: Procurement Analyst, Room 110, City Hall South, Los Angeles, California, 90012-4111. The supplier shall reference the City's contract number on all reports.

CONTRACT PERFORMANCE REVIEWS:

The supplier agrees to attend periodic Contract performance reviews, facilitated by the City's Contract Manager. Reviews may be held a minimum of once per calendar quarter, focusing on the supplier's and the City's meeting product and service quality levels stated in the Contract, adherence to the Contract terms and conditions, and providing a forum to informally discuss opportunities for improving products, services, Contract terms and conditions, and other related issues in an effort to create economies and cost reductions for the supplier and the City.

LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

REPRESENTATIVE SAMPLE TESTING:

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated

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representative.

ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL (EPEAT) FOR COMPUTER AND MONITOR PURCHASES:

All desktop computers, laptop computers and computer monitors provided under this contract are required to have achieved Bronze registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT), based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

The registration criteria and a list of all registered equipment are available for review on the internet at www.epeat.net.

Supplier is required to provide quarterly reports quantifying the number of EPEAT registered products purchased. The report must be submitted to the City Purchasing Agent in an EXCEL spreadsheet format provided by the City.

SHIPPING CHARGES:

Please prepay and add shipping or delivery charges to your invoice. Please include a copy of your freight bill with your invoice.

SHIPPING CHARGES:

Please prepay and add shipping or delivery charges to your invoice. Ship cheapest way, for goods to arrive within the time specified in the order. Please include a copy of your freight bill with your invoice.

SHIPPING CHARGES:

Please prepay and add shipping or delivery charges to your invoice. Ship via air freight so that goods shall arrive within the time specified in the order. Please include a copy of your air freight bill with your invoice.

CPO DELIVERY AND PAYMENT TERMS:

Payment Terms: 0% 30 Days Delivery: 60 Days A R O

OFF-PEAK DELIVERY AND PICK-UP HOURS:

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

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Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

LINE DESCRIPTIONS AND COMMENTS WILL COPY OVER FROM THE RFB.

END OF CONTRACT COMMENTS

CONTRACT**County of Riverside**

County of Riverside
TLMA Administration
PO Box 1605
Riverside CA 92502
USA

Vendor ID 0000001603
McCain Traffic Supply
2365 Oak Ridge Way
Vista CA 92081
USA

Dispatch via E-Mail

Contract ID			Page	
TLARC-55089-00096-06/24			1 of 3	
Contract Dates		Currency	Rate Type	Rate Date
03/04/2019 to 06/30/2019		USD	CRRNT	PO Date
Description:			Contract Maximum	
TRAFFIC SIG PARTS AND LIGHTING			100,000.00	
Allow Multicurrency PO				

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Vendor Item ID	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		TRAFFIC SIGNAL PARTS AND LIGHTING	EA	1.00	0.00	0.00	0.00
Pricing Agreement:		Pricing Date:	PO Date				
		Pricing Quantity:	PO Date				
		Quantity Type:	Current Order Quantity				

TLARC-661 TRAFFIC SIGNAL PARTS AND LIGHTING

This contract is being established for cost tracking of an annual not to exceed amount of \$100,000.00

Riverside County Terms & Conditions are in full effect as noted.

PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Net 30. FOB Destination; price includes shipping and handling.

In the event of contradiction, between the County's and the Seller's conditions, the County's Terms and Conditions shall prevail.

Please refer to <http://www.purchasing.co.riverside.ca.us/> to view/print County Terms and Conditions

*116-200 General Terms

*116-210 General Conditions - Materials and/or Services

Period of Performance: From March 1, 2019 through June 30, 2019; renewable in one (1) year increments for up to five (5) year(s) total ending on 06/30/24, unless terminated earlier.

SV2T SIDE MOUNT FRAME WORK FOR 5/3 SECT HEAD
CALTRANS STANDARD ES-4C (SV) TYPE
EA \$248.19

TV1T POST TOP FRAME WORK SINGLE FOR A 3- SECT HEAD
CALTRANS STANDARD ES-4C (TV) TYPE
EA \$247.26

TV2T POST TOP FRAME WORK DOUBLE FOR 3-SECT HEADS
CALTRANS STANDARD ES-4C (TV) TYPE
EA \$275.40

TP1T PED FRAME WORK
CALTRANS STANDARD ES-4B (TP-1-T)
EA \$235.48

TP2T PED FRAME WORK
CALTRANS STANDARD ES-4B (TP-2-T)
EA \$260.41

SP2T PED FRAME WORK CALTRANS STANDARD ES-4C (SP) TYPE & ES-4B (SP-2)
EA \$216.42

12" 3-SECT SIGNAL HEAD W/ RA-YA-GA (TENON MOUNT) LOUVERED BACK PLATE
REFERENCE 86-1. 01 COUNTY SIGNAL AND LIGHTING SPEC (S)
EA \$327.31

PED HOUSING W/ ITE LED COUNTDOWN MODULE

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

CONTRACT**County of Riverside**

County of Riverside
TLMA Administration
PO Box 1605
Riverside CA 92502
USA

Vendor ID 0000001603
McCain Traffic Supply
2365 Oak Ridge Way
Vista CA 92081
USA

Dispatch via E-Mail

Contract ID			Page	
TLARC-55089-00096-06/24			2 of 3	
Contract Dates	Currency	Rate Type	Rate Date	
03/04/2019 to 06/30/2019	USD	CRRNT	PO Date	
Description:		Contract Maximum		
TRAFFIC SIG PARTS AND LIGHTING		100,000.00		
Allow Multicurrency PO				

Tax Exempt? N Tax Exempt ID:

REFERENCE 86-1. 01 COUNTY SIGNAL AND LIGHTING SPEC (T)
EA \$157.29

MPB02 UNIVERSAL P/B HOUSING 5" X 7" HOUSING
REFERENCE 86-1. 01 COUNTY SIGNAL AND LIGHTING SPEC (U)
EA \$26.83

PT PPB (POST TOP PUSH BUTTON) FRAME WORK 5" X 7" HOUSING
REFERENCE 86-1. 01 COUNTY SIGNAL AND LIGHTING SPEC (U)
EA \$23.55

LED-PED MODULE ITE LED HAND MAN
EA \$106.40

PED L/R COMBO PLATE 5' X 7" COUNTDOWN SPEC R10-3e
REFERENCE CA MUTCD 2014 (INCLUDING REVISIONS) 2B-26
EA \$11.00

BIKE LEFT ARROW PLATE 5" X 7" R10-26 (L)
EA \$12.00

BIKE RIGHT ARROW PLATE 5" X 7"
R10-26 (R)
EA \$12.00

HORSE LEFT ARROW PLATE 5" X 7"
EA \$12.00

HORSE RIGHT ARROW PLATE 5" X 7"
EA \$12.00

10' - 1A-ALUM 2006 SPEC NO ANCHOR BOLTS
REFERENCE 86-1. 01 COUNTY SIGNAL AND LIGHTING SPEC (J)
EA \$609.00

10' - 1A-ALUM 2010 SPEC NO ANCHOR BOLTS
REFERENCE 86-1. 01 COUNTY SIGNAL AND LIGHTING SPEC (J)
EA \$609.00

10' - 1A-STEEL 2010 SPEC NO ANCHOR BOLTS
CALTRANS STANDARD ES-7B DETAIL A-1 (TYPE 1-A STANDARD)
EA \$459.20

10' - 1A-ALUM 2015 SPEC NO ANCHOR BOLTS
REFERENCE 86-1. 01 COUNTY SIGNAL AND LIGHTING SPEC (J)
EA \$609.00

10' - 1A-STEEL 2015 SPEC NO ANCHOR BOLTS
CALTRANS STANDARD ES-7B DETAIL A-1 (TYPE 1-A STANDARD)
EA \$459.20

14' - 1A - ALUM 2006 SPEC WITH ANCHOR BOLTS
SAME AS 10' WITH (ADDITIONAL 4' FOR A TOTAL LENGTH OF 14')
EA \$781.50

14' - 1A - ALUM 2010 SPEC WITH ANCHOR BOLTS
SAME AS 10' WITH (ADDITIONAL 4' FOR A TOTAL LENGTH OF 14')
EA \$781.50

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

CONTRACT**County of Riverside**

County of Riverside
 TLMA Administration
 PO Box 1605
 Riverside CA 92502
 USA

Vendor ID 0000001603

McCain Traffic Supply
 2365 Oak Ridge Way
 Vista CA 92081
 USA

Dispatch via E-Mail

Contract ID			Page	
TLARC-55089-00096-06/24			3 of 3	
Contract Dates		Currency	Rate Type	Rate Date
03/04/2019 to 06/30/2019		USD	CRRNT	PO Date
Description:			Contract Maximum	
TRAFFIC SIG PARTS AND LIGHTING			100,000.00	
Allow Multicurrency PO				

Tax Exempt? N Tax Exempt ID:

14' - 1A - ALUM 2015 SPEC WITH ANCHOR BOLTS
 SAME AS 10' WITH (ADDITIONAL 4' FOR A TOTAL LENGTH OF 14')
 EA \$781.50

TYPE 15 TS POLE 2006 SPEC WITH ANCHOR BOLTS
 CALTRANS STANDARD ES-7A (TYPE 15TS)
 EA \$1,940.08

TYPE 15 TS POLE 2010 SPEC WITH ANCHOR BOLTS
 CALTRANS STANDARD ES-7A (TYPE 15TS)
 EA \$1,940.08

TYPE 15 TS POLE 2015 SPEC WITH ANCHOR BOLTS
 CALTRANS STANDARD ES-7A (TYPE 15TS)
 EA \$1,940.08

3.6 VOLT AA LITHIUM BATTERY (FOR 412C Prom Module)
 TL-5104/S
 EA \$5.41
 Brand TADIRQN

28 PIN DALLAS CHIP
 M16091
 EA \$15.00
 Brand McCain Traffic

INTERNAL POWER SUPPLY FOR 170E CONTROLLER
 M15049
 EA \$275.00
 Brand McCain Traffic

SSF-87WP 204 FLASHER
 SSS-87 WP
 EA \$32.00
 Brand PDC

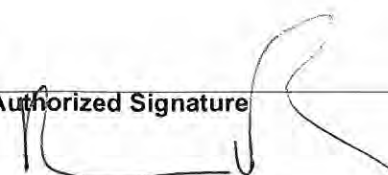
McCain, Inc
 Jennifer Phelan
 jennifer.phelan@mccain-inc.com
 2365 Oak Ridge Way
 Vista, CA 92081

T +1-760-734-5050
 C +1-760-213-1186

Henry Robles
 County of Riverside
 Purchasing & Fleet Services Department
 www.purchasing.co.riverside.ca.us
 Tel: (951)486-8324
 Email: henryrobles@co.riverside.ca.us

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

NSS Form

Purchasing requires written justification from the requesting department within the department explaining why this is the only source for the requirement. Please check the applicable box.

Definition

☒ **Single Source:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

WRITTEN JUSTIFICATION

The below information is provided in support of my Department requesting approval for a negotiated or sole/single source (NSS form). *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.)*

1. Vendor Business Name: **McCain, Inc.**
2. Vendor contact information (address, email & phone#):
2365 Oak Ridge Way
Vista, CA 92081
jennifer.phelan@mccain-inc.com
Account Manager
760-734-5050
3. Vendor Identification Number (Must have) : **3178**
4. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide to include: (One or more of the options below)
 - ✓ Unique: Provide a description of the feature(s) that make the item/service unique and why you need this uniqueness.
 - ✓ Compatibility: Provide the compatibility with, or component of, an existing item; provide enough detail to demonstrate that compatibility is necessary.
 - ✓ Proprietary purchase: No other supplier available. Provide verified evidence that the purchasing is truly proprietary. I.E. letter from manufacturer that their product is proprietary and that no other product on the open market exists.

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

For more than a decade, the City of Oxnard public works traffic and transportation division has standardized City traffic signal and pedestrian control equipment to the products manufactured by McCain, Inc. (McCain) For agencies nationwide, McCain provides traffic signal control cabinets, controller systems (motherboards, electronic components and wiring), software and push button technology used in managing traffic light timing. While other manufacturers offer similar equipment, such as Econolite, Surtrac and Safetran, Traffic staff have tested, deployed and found these products to operate below the City's traffic management requirements. Either they are incompatible with McCain equipment, fail in short time periods or demand several hours of maintenance.

McCain products can only be procured from McCain and not licensed resellers. However, McCain participated in several Requests for Bid (RFB) throughout California, competing against other brands, such as those mentioned above. In May 2018, the City of Los Angeles (LA City) awarded McCain Supply Contract 1000000345 (5/3/18 – 5/3/20), which offers six (6) products the City uses: 332 Cabinet, Load Bay, 332 PDA 2, 204 Flasher, 200 Loadswitch and 242L Isolator. Per City of Los Angeles policy, other agencies, such as Oxnard, can “piggyback” on this contract and take advantage of the competitively bid prices. In March 2019, the County of Riverside (Riverside) awarded McCain Contract TLARC-55089-00096-06/24, which offers one (1) City product: Universal Pedestrian Push-Button Frame. Riverside, like LA City, allows other agencies to piggyback on its contract.

Three (3) items the City deploys (170E Controller, PPB Sign R62D and PPB Cap and Switch) were not bid. The City of Temecula has a contract for these 3 items but did not issue a competitive solicitation. When asked about pricing these in a fair and reasonable manner, McCain responded that agencies with equal volume purchases will receive the same unit prices (email correspondence attached). Before submitting a price estimate for a customer, McCain asks the customer to provide planned annual usage and range of products to be bought. A system algorithm yields similar estimates for agencies with like usage. The City should not be disadvantaged by an arbitrary or excessive price.

Finally, this justification should also be utilized to permit the City flexibility to add future McCain products not currently listed.

5. What other products/services have been examined and rejected (State reason for rejection)?
The City has not found another vendor that performs as well as McCain or provides interchangeable components. Other products include Safetran, Suretrac, Econolite and Bison ProFab.
6. If alternate products/services are available, would there be any additional costs to replace existing products/services? Please estimate additional costs associated with the selection of an alternate product/service.

An alternative line of products would involve research—a Request for Information (RFI) — process, formal solicitation and evaluation, award and contract authorization. This endeavor would require extensive staff time and costs.

In addition, the current McCain infrastructure would have to be disconnected, removed and replaced with the new hardware, cabling and wiring. This would entail high costs for demobilization, preparation, construction, installation and testing.

7. The basis upon which the price/cost was determined to be fair and reasonable. The price justification to include: (One or more of the options below and can be an attachment)
 - ✓ Comparison to product catalog.
 - ✓ Comparison to similar product/service.

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

Funding Source	Fiscal year	Annual Amount
181-3102-803.81-21	19-20	\$200,000
SAME	20-21	\$200,000

- ✓ Published price lists.
- ✓ Prices quoted are less than or equal to, that quoted to other governmental agencies.
- ✓ Records of previously bid items that were similar.
- ✓ Proven industry standard.

Justification:

From 1/9/18 to 4/15/19, the City purchased McCain products for government discount off list prices via State of California Department of General Services (DGS) Master Agreement #1-15-63-01A. This “piggyback” agreement had been the subject of a DGS Procurement Services solicitation. As of April 2019, the City discovered from McCain that the State no longer planned to continue with this Master Agreement. However, McCain gave the City the option of selecting pricing from several other “piggyback” agreements with other statewide agencies, provided the specifications of these piggybacks matched the City’s most-often used supplies list. The City found that the City of Los Angeles offered competitive prices for most products used by the City.

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase exceeds the City Manager’s authority (\$200,000), City Council approval must be obtained.

NA

(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Product/Service Description:	Fiscal Year: 19-20	Fiscal Year: 20-21
One-Time Costs (Describe):	\$0	\$0
Ongoing Costs (Describe): ROUTINE PURCHASES OF PARTS	\$200,000	\$200,000
Annual Total Costs: Add the total by year	\$200,000	\$200,000

9. Identify Funding Source(s) for all costs for this purchase, to include ongoing costs. If you do not have funds, please obtain an approved budget adjustment from Finance.

10. Period of Performance:

From:	4/5/19	To	6/30/20	Or One-Time Purchase	
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Purchasing Department
 Purchasing Procedure

Negotiated Contract
 Sole/Single Source Purchase

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11. Don't forget your attachments (if applicable). **Business Tax Certificate, Insurance, Agreement, Scope, Price list, proprietary confirmation from Manufacturer.**

Purchasing Department
Purchasing Procedure

Negotiated Contract
Sole/Single Source Purchase

I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the City's requirements for competitive bidding, as well as, the criteria for justification for negotiated contract/sole/single source purchase.
- 2) I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
- 3) There is validity as to the information contained herein.
- 4) There is justification for a negotiated contract/sole/single source purchase noted above as it meets the City's criteria.
- 5) A negotiated contract/sole/single source purchase in this case would withstand an audit or a vendor's protest.

Department: PW/TRAFFIC

Requestor Name (Print Name): DR. RYAN KIM

Authorized Department Director or designee: _____ /

Please print/sign name

Date:

Below to be processed by Purchasing:

☐

Approved or

☐

Denied

Notes: _____

Purchasing Buyer: _____

/NA

Under \$25,000

Please Sign

Date:

Purchasing Manager: Lisa Boerner

/

Up to \$100,000

Please Sign

Date:

City Manager: Alexander Nguyen

/NA

\$100,001 to \$200,000

Please Sign

Date:

Mayor: Tim Flynn

/NA

\$200,001 +

Please Sign

Date:

Tracking number assigned by the Purchasing Department only.

Tracking#		Not to Exceed Amount:	\$	FY:	
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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. 1.7.**

DATE: September 3, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award and execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not-to-exceed amount of \$600,000 for a three-year term.

RECOMMENDATION

That the City Council award and authorize the Mayor to execute a Trade Services Agreement (8601-19-CM) with Parkhouse Tire, Inc. in the not-to-exceed amount of \$600,000 for a three-year term. (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Fleet Services Division of Public Works provides maintenance and repair of the City's 953 vehicles and equipment fleet, valued at over \$44 million. This includes preventative maintenance and comprehensive inspection, as well as performing light to heavy repairs as needed.

In addition to standard vehicles, the City's Fleet Division operates and maintains approximately 100 heavy duty trucks, including but not limited to, dump trucks, refuse trucks and semi- tractor/trailer combinations. The Division is seeking to procure services for onsite and offsite tire services both within and outside of City limits.

DISCUSSION

A Request for Bid PW 19-46 (RFB) was issued by the Purchasing Division in December 2018, with a closing date of January 8, 2019. As part of this agreement, services include; tire retreading, mounting, dismounting, plug and patch, and additional road services 365 days per year. Offsite services including flat repairs to be performed at various locations within and outside of City limits. Live dispatch personnel will be required to be available to respond to service calls at all times. The Vendor will be capable of dispatching sufficient equipment within 15 minutes from the time the call is received, per the RFB and the time Vendor is expected to arrive at the scene within thirty (30) minutes of a service request. Parkhouse Tire is located in Oxnard on Maulhardt Avenue in East Village.

The City currently does not have a provider for retreaded tires with the departure of the Genuine Parts Company dba NAPA Agreement. Previously, NAPA was the provider of all new and retreaded vehicle tires.

This agreement will provide financial savings by allowing Fleet Services to purchase retreaded tires at approximately half the cost of using new tires. Depending on the tire used, the cost can be as high as \$540 for a new tire compared to approximately \$270 for a retreaded tire.

The vendor will provide retreaded tires at an immense cost savings as compared to the purchase of a retreaded tire. This will expedite the ability to order and receive the retreaded tires on the same day as compared to a two to three day

delivery of a new tire(s). This vendor will also be able to provide road service at a predetermined cost allowing Fleets technicians to continue the work of repairing vehicles.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Fleet has spent approximately \$230,000 on the purchase of large tires over the last Fiscal Year. It is estimated that a tire retread service agreement would have reduced tire expenses by approximately 50% in FY18/19, resulting in a reduction of tire expenses by \$115,000.

Sufficient funds are available in the Fleet Services Operational Fund - Tire Expense Account (741-7501-853-8233) and Vehicle Maintenance Account (741-7501-857-8307) for FY19-20. The following table shows the cumulative Fiscal Year contract amount, assuming FY20-21 and FY22-23 to be budgeted at same level of funding.

Account Number	FY 19/20	FY 20/21	FY 22/23	Total
741-7501-853-8233	\$120,000	\$120,000	\$120,000	\$360,000
741-7501-857-8307	\$80,000	\$80,000	\$80,000	\$240,000
Total	\$200,000	\$200,000	\$200,000	\$600,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 23, 2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Regina Cuevas, Administrative Technician

ATTACHMENTS

1. Bid Tabulations
2. Parkhouse Tire Inc. Bid Response
3. Parkhouse Tire - 8601-19-CM for Tire Services (1)



Cost Type	Vendor Name	Total	Rank
Retread	Vendor 2	\$53,219.32	1
Retread	Vendor 1	\$53,747.54	2
Retread	Vendor 3	\$57,039.33	3
Field Road Service	Vendor 1	\$1,188.00	1
Field Road Service	Vendor 2	\$1,378.00	2
Field Road Service	Vendor 3	\$1,567.50	3
Mount and Repair	Vendor 2	\$4,737.14	1
Mount and Repair	Vendor 1	\$6,632.25	2
Mount and Repair	Vendor 3	\$6,885.00	3
Tire Disposal	Vendor 1	\$686.50	1
Tire Disposal	Vendor 2	\$860.38	2
Tire Disposal	Vendor 3	\$1,127.25	3

Vendor Name	Sum of Total	Rank
Vendor 2	\$60,194.84	1
Vendor 1	\$62,254.29	2
Vendor 3	\$66,619.08	3



City of Oxnard
Purchasing Department

Solicitation #PW 19-46
Bid Close Date: 01/08/19 at 2:00 pm PT



City of Oxnard
Request for Bid
PW 19-46

Tire Services for Oxnard Fleet Division

Bid Close Date: January ¹⁰~~08~~, 2019
By 2:00 p.m. PT

Purchasing Division
300 West Third Street
Oxnard, CA 93030

www.oxnard.org

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
Bid Close Date: 01/08/19 at 2:00 pm PT

ATTACHMENT A COMPENSATION SCHEDULE

The above-named bidder having examined the proposed Contract Documents and having visited the sites and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents.

Instructions to bidders: Enter your rates below in the blank cost columns using numeric values. If you do not charge for a specific service, enter "no charge". If you do not offer a specific service, enter "N/A".

Service Description	Hours of Service	Days of Service	Location	Tire Size	Manufacturer	Model	Cost per Tire
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	315/80R 22.5	Bandag	BRM	*183.30
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	315/80R 22.5	Bandag	BRM3	*206.50
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	11R22.5	Bandag	UDR Drive	*174.60
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	11R22.5	Bandag	4.3 Drive	*124.17
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	11R22.5	Bandag	4.1 Trailer	*89.15
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	11R22.5	Bandag	FCRT2 Trailer	*98.95
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	11R22.5	Bandag	BDL Drive	*118.59
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	11R22.5	Bandag	BTL Trailer	*87.88
Tire Retread	7:00 am-5:00 pm	Monday-Sunday	Onsite	11R22.5	Bandag	BDX Drive	*131.70

***retread pricing does not include any repair that maybe required to retread tires**

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
Bid Close Date: 01/08/19 at 2:00 pm PT

Service Description	Hours of Service	Days of Service	Location	Cost per Mile	Cost Per hour
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Monday-Sunday	Offsite - Within City Limits	\$1.00per mile over 20 miles	89.50
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Monday-Sunday	Offsite - Within City Limits	\$1.00per mile over 20 miles	125.00
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Monday-Sunday	Offsite - Outside City Limits	\$1.00per mile over 20 miles	89.50
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Monday-Sunday	Offsite - Outside City Limits	\$1.00per mile over 20 miles	125.00

Service Description	Hours of Service	Days of Service	Location	Cost per Tire
Passenger Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	3.50
Light Truck Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	4.50
Truck Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	10.00
Super Single Tire Disposal – Vendor Picks Up	7:00 am-5:00 pm	Monday-Friday	Onsite	15.00

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
Bid Close Date: 01/08/19 at 2:00 pm PT

Service Description	Hours of Service	Days of Service	Location	Cost per Tire
Dismount/Mount Tires on Vehicle	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Dismount/Mount Tires Loose	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Dismount/Mount Tires on Vehicle	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	25.00
Dismount/Mount Tires Loose	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	15.00
Repair (plug & patch)	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Repair (plug & patch)	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	8.50 for plug and patch
Flat Repair	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Flat Repair	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	29.00

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
Bid Close Date: 01/08/19 at 2:00 pm PT

Service Description	Hours of Service	Days of Service	Location	Cost per Tire
Dismount/Mount Tires on Vehicle	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Dismount/Mount Tires Loose	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate
Repair (plug & patch)	7:00 am - 5:00 pm	Monday-Friday	Onsite	\$8.50 for plug and patch
Flat Repair	7:00 am - 5:00 pm	Monday-Friday	Onsite	N/C part of hourly rate

Service Description	Hours of Service Vendor: Input Your Hours of Operation Below	Days of Service Vendor: Input Your Days of Service Below	Offsite Location Vendor: Input Your Location Below	Cost per Tire
Dismount/Mount Tires on Vehicle	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	25.00
Dismount/Mount Tires Loose	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	15.00
Repair (plug & patch)	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	8.50
Flat Repair	7:00am – 5:00pm	Mon-Fri	663 Maulhardt Ave Oxnard, 93030	29.00

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
Bid Close Date: 01/08/19 at 2:00 pm PT

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	1/3/2019	#03	_____
#02	1/7/2019	#04	_____

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.



P.O. BOX 2430 • BELL GARDENS, CA 90202
(562) 928-0421 • FAX (562) 928-6750

Solicitation #PW 19-46

A. Business name and legal business status (i.e. partnership, corporation, etc.).

Parkhouse Tire Inc.
Incorporated

B. Company overview and disclosure of services or activities performed, including:

i

Owners of Parkhouse Tire:

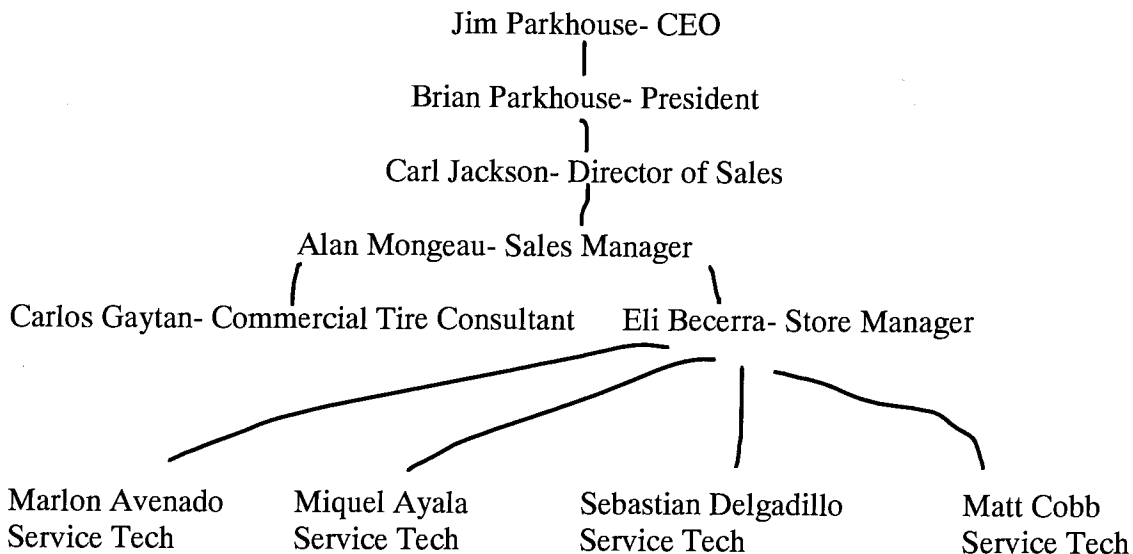
Jim Parkhouse- CEO

Brian Parkhouse- President

*No contributions were made by Parkhouse Tire or by any Owners to any Elected Officials

ii

Organizational Chart:



iii

37 years

iv

Parkhouse Tire Inc.
663 Maulhardt Ave.
Oxnard, CA 93030
Phone 805-604-0461



P.O. BOX 2430 • BELL GARDENS, CA 90202
(562) 928-0421 • FAX (562) 928-6750

Solicitation #PW 19-46

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

N/A

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

None

F. List the members of your organization who are authorized to negotiate the Agreement.

Jim Parkhouse
Brian Parkhouse

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
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ATTACHMENT B
COMPANY INFORMATION

Name of Company: Parkhouse Tire Inc

Address: 663 Maulhardt Ave. Oxnard CA 93030

Service to provide: Tires and related services

Main Point of Contact: Alan Mongeau

Fed Tax ID: 95-2761592

City Tax ID: SRYAA14-62272700013AR

E-mail:amongeau@parkhousetire.com

Phone:562-522-9664

7.0 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

8.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

City of Oxnard
Purchasing Department

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BIDDER'S RESPONSE: **Alan R. Mongeau**
Sales Manager
Oversee sales for our Los Angeles, Sun Valley, Oxnard and Bakersfield facilities
35years Tire and service experience
Bachelor of business administration

BIDDER'S RESPONSE: **Carlos Gaytan**
Commercial Tire Consultant
Facilitate tire order and service
25 Years tire and service experience
2 years collage with Teacher credential

BIDDER'S RESPONSE: **Marlon Avenado**
Service Technician
Road service and labor for passenger, light truck, medium truck tires and OTR
13 years tire and service experience
TIA certified technician (Tire Industry Association)

BIDDER'S RESPONSE: **Miguel Ayala**
Service Technician
Road service and labor for passenger, light truck and medium truck tires
6 years tire and service experience
TIA certified technician (Tire Industry Association)

BIDDER'S RESPONSE: **Sebastian Delgadillo**
Service Technician
Road service and labor for passenger, light truck and medium truck tires
30 years tire and service experience
TIA certified technician (Tire Industry Association)

BIDDER'S RESPONSE: **Matt Cobb**
Service Technician
Road service and labor for passenger, light truck and medium truck tires
6 years tire and service experience
TIA certified technician (Tire Industry Association)

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

City of Oxnard
Purchasing Department

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CERTIFICATIONS

I, _____, a duly authorized agent of **Parkhouse Tire Inc.**
Printed Name of Agent/Officer **Name of Organization**

hereby certify that **Parkhouse Tire Inc** by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Brian Parkhouse Date: 1/8/19

Title of Agent/Officer: President

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

City of Oxnard
Purchasing Department

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ATTACHMENT C REFERENCES

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	County of Los Angeles Fire
Address:	1104 N. Eastern Ave. L.A. CA 90063
Contact person:	Alfredo Iniguez
Email address:	Alfred.Iniguez@fire.lacounty.gov
Telephone address:	323-881-2399
Project name:	Contract
Dates worked performed:	Current contract
Summary of scope of services:	Tire and related service
Project cost:	1,000,000.00 yearly

Reference 2	
Company name:	County of Ventura
Address:	664 El Rio Drive Oxnard CA 93030
Contact person:	James Springer
Email address:	Jim.Springer@mail.ventura.ca.us
Telephone address:	805-388-4572
Project name:	Fleet parts and services
Dates worked performed:	current contract
Summary of scope of services:	Tire and related services
Project cost:	300,000.00 yearly

City of Oxnard
Purchasing Department

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Bid Close Date: 01/08/19 at 2:00 pm PT

Reference 3	
Company name:	City of Pasadena
Address:	100 N. Garfield Ave. Pasadena CA 91109
Contact person:	Joe Mojica
Email address:	jmojica@ci.pasadena.ca.us
Telephone address:	626-744-4925
Project name:	Tire and related services
Dates worked performed:	current contract
Summary of scope of services:	Tire and related services
Project cost:	400,000.00 yearly

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

County of Los Angeles Fire- Tire and related services \$1,000,000.00 yearly

City of Pasadena- Tire and related services \$400,000.00 yearly

City of Torrance- Tire and Related services \$200,000.00 yearly

City of Glendale- Tire and related services \$175,000.00 yearly

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

none

City of Oxnard
Purchasing Department

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ATTACHMENT D
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ☒ X

1. If so, explain the circumstances:

City of Oxnard
Purchasing Department

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ATTACHMENT E
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Brian Parkhouse
depose and say that I am President
("Sole Owner", "A Partner", "President", or other proper title)
of Parkhouse Tire Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Brian Parkhouse
Signature

City of Oxnard
Purchasing Department

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Bid Close Date: 01/08/19 at 2:00 pm PT

ATTACHMENT F

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State; and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
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Ordinance No. 28522

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 -- 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State of federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

City of Oxnard
Purchasing Department

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Ordinance No. 2852

Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

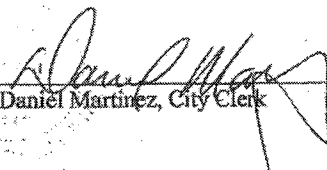
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

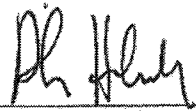
ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

City of Oxnard
Purchasing Department

Solicitation #PW 19-46
Bid Close Date: 01/08/19 at 2:00 pm PT

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Parkhouse Tire Inc.

Physical Address: 663 Maulhardt Ave. Oxnard CA 93030

Phone: 805-604-0461

E-Mail: amongeau@parkhousetire.com

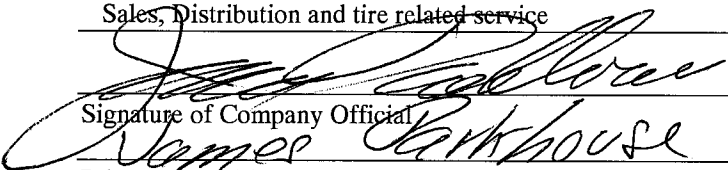
Date Principal Business Address Established: 1971 No. of Company Employees at this address: 12

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: SRYAA14-62272700013AR Taxpayer Identification No. (TIN): 95-2761592

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

Sales, Distribution and tire related service

Signature of Company Official 

Date 1/9/2019

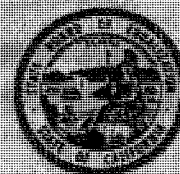
Print Name, Title James Parkhouse

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



PERMIT NUMBER

10/1/1999 SR Y AA 14-622727 00013 AR

PARKHOUSE TIRE SERVICE, INC.
663 MAULHARDT AVE
OXNARD, CA 93030-7925

THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY HAZARDOUS DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE
BUSINESS OF THE SELLER'S TAXPAYER'S PERSONAL AND PRIVATE AT THE ABOVE LOCATION.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELLED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
CHANGING OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
DUE BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at another address

For general tax questions, please telephone our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate office at 866-324-2798 or 916-324-2799.

BCE 5421412V 13 (10-99)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer:

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 866-324-2798 or 916-324-2799. Their fax number is 916-324-2319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

THE STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

**ON LINE SERVICES FILING RECORD:
MAKE A CHECKING/SAVINGS PAYMENT**

ITEM #1-7
State of California
**CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION**



Taxpayer Name: PARKHOUSE TIRE SERVICE INC.
Account Type: Sales and Use Tax
Account Number: 045-008647

Period: September 30, 2018
Submitted: October 23, 2018
Confirmation #: 0-002-789-640

Please review the information below for your payment to the California Department of Tax and Fee Administration.
You may want to print a copy for your records.

Your confirmation number is **0-002-789-640**

Paid For: Sales and Use Tax 045-008647
Paid From: US BANK NA
Payment Amount: \$383,160.00
Payment Date: 26-Oct-2018
Submitted Date: 23-Oct-2018

Payment Type: Return Payment
Period End Date: 30-Sep-2018
Preparer First Name: TRACI
Preparer Last Name: NEFF
Preparer Phone: 5629280421

This is only the payment submission. It is your responsibility to review your bank statement to confirm that this transaction was successful.

Contact Us:
California Department of Tax and Fee Administration 1-800-400-7115
450 N Street
Sacramento, CA 94279
Email CDTFA by visiting <http://www.cdtfa.ca.gov/email/>

Account Number: 014-622727
 Filing Period: September 30, 2018

ITEM #I-7

Schedule A2 - Computation Schedule for District Tax

Taxable transactions subject to District Tax	\$15,837,489.00
Transactions subject to only the base state rate	\$1,987,982.00
District Tax Total	\$144,210.00

County	City	Tax Area	Amount	Adjustments	District Tax Due
Riverside County	Riverside County - Unincorporated (Effective Date: 07-01-89) - 026	026	\$1,448,292.00	\$0.00	\$7,241.46
San Diego County	San Diego County - Unincorporated (Effective Date: 04-01-88) - 013	013	\$2,173,862.00	\$0.00	\$10,869.31
Los Angeles County	Los Angeles County - Unincorporated (Effective Date: 10-01-17) - 594	594	\$4,146,934.00	\$0.00	\$93,306.02
Orange County	Orange County - Unincorporated (Effective Date: 04-01-91) - 037	037	\$1,401,273.00	\$0.00	\$7,006.37
San Bernardino County	San Bernardino County - Unincorporated (Effective Date: 04-01-90) - 031	031	\$3,726,031.00	\$0.00	\$18,630.16
Ventura County	Oxnard (Effective Date: 04-01-09) - 213	213	\$22,178.00	\$0.00	\$110.89
Imperial County	El Centro (Effective Date: 04-01-17) - 462	462	\$2,265.00	\$0.00	\$22.65
Santa Barbara County	Santa Barbara County - Unincorporated (Effective Date: 04-01-90) - 030	030	\$31,362.00	\$0.00	\$156.76
San Joaquin County	San Joaquin County - Unincorporated (Effective Date: 04-01-91) - 038	038	\$14,337.00	\$0.00	\$71.69
Sonoma County	Sonoma County - Unincorporated (Effective Date: 04-01-17) - 559	559	\$3,393.00	\$0.00	\$29.69
Tulare County	Tulare County - Unincorporated (Effective Date: 04-01-07) - 162	162	\$35,001.00	\$0.00	\$175.01
Fresno County	Fresno County - Unincorporated (Effective Date: 04-01-05) - 099	099	\$14,457.00	\$0.00	\$104.81

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 3, 2019
- (2) Vendor: Parkhouse Tire, Inc.
- (3) Services: Services are to include tire retreading, mounting, dismounting, plug & patch, and additional road services.
- (4) Schedule of Services: Services are on an “As-Needed” basis
- (5) Agreement Ending Date: September 3, 2022
- (6) Total Agreement Amount: \$600,000
- (7) City’s Project Manager: Bill Birch, Fleet Manager
- (8) Vendor’s Project Manager: Alan Mongeau, Sales Manager
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|-----------------------------------|---------------------------------|
| <i>FOR VENDOR:</i> | <i>FOR CITY:</i> |
| 663 Maulhardt Ave | 1060 Pacific Ave, Building # 3 |
| Oxnard, CA 93030 | Oxnard, CA 93030 |
| Attn: Alan Mongeau, Sales Manager | Attn: Bill Birch, Fleet Manager |
- (12) Contact Emails:
- | | |
|--|--|
| amongeau@parkhousetire.com | bill.birch@oxnard.org |
| <i>VENDOR’S PROJECT MANAGER:</i> | <i>CITY’S PROJECT MANAGER:</i> |
| Alan Mongeau, Sales Manager | Bill Birch, Fleet Manager |

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|---|--|
| ☒ Scope of Services Exhibit | ☒ Insurance Exhibit (INS-I) |
| ☒ Rates and Costs Exhibit | ☒ Living Wage Policy Exhibit |

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor 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 Vendor 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 Vendor and its employees, agents and subcontractors. Vendor 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 Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor 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.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in “(8) Vendor’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor’s staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Vendor’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor 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.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor 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. Vendor 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days’ prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days’ prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall 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 Vendor's performance of this Agreement or Vendor'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. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor 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 Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10

calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the

costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. 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 Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor 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 Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor 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. Vendor and its employees are not employees of City. Vendor 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. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor'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 Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor 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. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor’s compliance with this Section.

22. Vendor’s Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor’s full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor’s personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

PARKHOUSE TIRE, INC.

☒ _____
Alexander Nguyen, City Manager Date

Jim Parkhouse, CEO¹ Date

Brian Parkhouse, President Date

ATTEST:

N/A
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

¹ 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.

SCOPE OF SERVICES EXHIBIT

1. Onsite services are to be performed at the Fleet Services Division located at 1060 Pacific Ave, Building # 3, Oxnard, CA 93030 and at the Environmental Resources Division facility located at 111 S. Del Norte Blvd., Oxnard CA 93030.
2. Services are to include tire retreading, mounting, dismounting, plug & patch, and additional road services 365 days a year.
3. Offsite services are to be performed at various locations within, and outside, City limits and include flat tire and blowout services.
4. Live dispatch personnel will be required to be available to respond to service calls at all times by the City.
5. The Vendor must be capable of dispatching sufficient equipment within 15 minutes from the time the call is received. The Vendor is expected to arrive at the scene within 30 minutes.

RATES AND COSTS EXHIBIT

1.0 Vendor shall furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the work as required.

Service Description	Hours of Service	Location	Cost per Mile	Cost Per hour	One-Way or Roundtrip	Mileage Fee
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Offsite - Within City Limits	\$1.00	\$89.50	Roundtrip	per mile over 20 miles
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Offsite - Within City Limits	\$1.00	\$125.00	Roundtrip	per mile over 20 miles
Field Road Service - Flat Tires & Blowouts	7:00 am-5:00 pm	Offsite - Outside City Limits	\$1.00	\$89.50	Roundtrip	per mile over 20 miles
Field Road Service - Flat Tires & Blowouts	5:01 pm-6:59 am	Offsite - Outside City Limits	\$1.00	\$125.00	Roundtrip	per mile over 20 miles

Service Description	Tire Size	Manufacturer	Model	Cost per Tire
Tire Retread	315/80R22.5	Bandag	BRM	\$183.30
Tire Retread	315/80R22.5	Bandag	BRM3	\$206.50
Tire Retread	11R22.5	Bandag	UDR Drive	\$174.60
Tire Retread	11R22.5	Bandag	4.3 Drive	\$124.17
Tire Retread	11R22.5	Bandag	4.1 Trailer	\$98.15
Tire Retread	11R22.5	Bandag	FCRT2 Trailer	\$98.95
Tire Retread	11R22.5	Bandag	BDL Drive	\$118.59
Tire Retread	11R22.5	Bandag	BTL Trailer	\$87.88
Tire Retread	11R22.5	Bandag	BDX Drive	\$131.70

Service Description	Location	Cost per Tire
Dismount/Mount Tires on Vehicle	Onsite	\$20.00
Dismount/Mount Tires Loose	Onsite	\$10.00
Dismount/Mount Tires on Vehicle	Vendor Location	\$20.00
Dismount/Mount Tires Loose	Vendor Location	\$10.00
Repair (plug & patch)	Onsite	\$8.76
Repair (plug & patch)	Vendor Location	\$8.76
Flat Repair	Onsite	\$25.00
Flat Repair	Vendor Location	\$25.00

- 1.1** Make necessary repairs to casings to be recapped. Repairs will be billed at the below listed price for the types of repairs being performed.

Product ID	Product Description	List Price	Fleet Price
RADIAL W/ RETREADING			
215684	Repair SP-8 Rad with Retread	\$11.46	\$5.73
215379	Repair LP-10 Rad with Retread	\$30.64	\$15.32
215786	Repair B-24 with Retread	\$49.34	\$24.67
215600	Repair CO-33 with Retread	\$65.89	\$32.95
215601	Repair CO-35 with Retread	\$75.04	\$37.52
215602	Repair CO-37 with Retread	\$83.99	\$42.00
215888	Repair B-40 with Retread	\$61.38	\$30.69
215922	Repair B-42 with Retread	\$74.54	\$37.27
215956	Repair B-44 with Retread	\$91.54	\$45.77
215633	Repair Spot with Retread	\$47.14	\$23.57
215667	Repair Radial Bead w/Ret	\$45.72	\$22.86
RADIAL WO/ RETREADING			
215718	Repair Only SP-8 Rad	\$29.92	\$14.96
215381	Repair Only LP-10 Rad	\$58.32	\$29.16
215616	Repair Only B-24	\$67.80	\$33.90
215603	Repair Only CO-33	\$93.58	\$46.79
215604	Repair Only CO-35	\$102.72	\$51.36
215605	Repair Only CO-37	\$111.67	\$55.84
215905	Repair Only B-40	\$79.82	\$39.91
215939	Repair Only B-42	\$93.00	\$46.50
215973	Repair Only B-44	\$109.98	\$54.99
215752	Repair Only Spot	\$60.00	\$30.00
215599	Repair Only Bead	\$60.00	\$30.00

**INSURANCE EXHIBIT I
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

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

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

[illegible]

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:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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. 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		☐ 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 _____	

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor 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, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor 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 Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor 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.

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor 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. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.8.**

DATE: September 3, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Approval of Agreements for On-Call Professional Engineering Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute:

1. Agreement No. A-8154 with Kennedy Jenks Consultants Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000;
2. Agreement No. 8699-19-PW with Filippin Engineering, Inc for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000; and
3. Agreement No. A-8159 with MNS Engineering for On-Call Professional Engineering Services for a three year term, not to exceed \$750,000.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

On October 18, 2018, the Public Works Department sent out a Request For Qualifications (RFQ) for Master On-Call Professional Engineering Services. The RFQ solicited proposals for various professional on-call engineering services that include: Project Management, Civil Engineering, Geotechnical Engineering, Traffic Engineering, Surveying, Landscape Architecture and Design, Environmental Planning and Permitting Services, Engineering Plan Review, and Construction Management, Inspection and Testing. These services are required due to the specialized nature of various projects as well as the need to complete the projects within the Capital Improvement Program (CIP) in a timely manner due to the shortage in staffing within the division. A panel that consisted of City staff selected 32 firms that best met the City's criteria from the RFQ. Kennedy Jenks Consultants, Filippin Engineering, and MNS Engineers agreements have been completed and prepared and seek Public Works and Transportation Committee and City Council approval. Additional agreements will be brought forward to Committee and Council once agreements are completed by staff.

DISCUSSION

Public Works Department will bring forward various agreements to establish On-Call Professional Engineering Services with successful consultants or firms to provide professional and technical expertise once agreements are prepared. These agreements are necessary due to the volume and nature of work within the Public Works Engineering Division and will continue to support the departmental needs for various projects. The scope of work under these agreements are as follows:

Consultant	Term	Amount	Scope of Services
Kennedy Jenks	3 Years	\$750,000	- Construction Management, Inspection and Testing - Engineering - Environmental Planning and Permitting
Filippin Engineering	3 Years	\$250,000	- Construction Management, Inspection and Testing
MNS Engineers	3 Years	\$750,000	- Construction Management, Inspection and Testing - Surveying - Engineering

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the Scope of Work to be performed by the Consultant, the method by which the Consultant plans on completing the Work, and a schedule for completion of the Work. It is the Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Projects with special requirements (i.e. federally funded) will be publicly bid separately when required.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Payments will be charged against accounts encumbered by Task Order. Funding will be charged to a given project or funding source dependent upon the services performed. Department / Project Manager will ensure sufficient funding for related tasks prior to initiating task order or services performed.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on July 9, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, Senior Civil Engineer/Acting City Engineer, Acting City Engineer

ATTACHMENTS

1. PW 19 13R RFQ Professional Engineer Services
2. Kennedy Jenks - A-8154
3. Filippin Engineering Inc. - 8699-19-PW
4. MNS Engineers Inc. - A-8159
5. Master List of Consultants - pass and fail

City of Oxnard
Purchasing Division

Solicitation #PW 19-13R
Bid Close Date: 11/15/2018 on or before 2:00 pm PT



City of Oxnard
Request for Qualification (RFQ)

for

Master On-Call Professional Engineering Services

RFQ# PW 19-13R
Bid Close Date: November 15, 2018
By 2:00 p.m. PT

City Hall
Purchasing Division
300 West Third Street
2nd Floor
Oxnard, CA 93030
www.oxnard.org

Solicitation Opportunities: <https://www.oxnard.org/rfps-and-rfqs/>

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**CITY OF OXNARD
REQUEST FOR QUALIFICATIONS**

Master On-Call Professional Engineering Services

Notice is hereby given that sealed Statement of Qualifications (SOQ) will be received at the City of Oxnard Purchasing Department at or before 2:00 PM (PDT), Thursday, November 15, 2018 for furnishing and delivering:

Professional on-call engineering services for various projects that include: Project Management, Civil Engineering, Geotechnical Engineering, Traffic Engineering, Surveying, Landscape Architecture and Design, Environmental Planning & Permitting Services, Engineering Plan Review, and Construction Management, Inspection & Testing in accordance with the Request for Qualifications (RFQ). S

There will be a **non-mandatory pre-bid meeting**, followed by a site visit, both of which will be held on **October 30, 2018 at 10:00 a.m.** in the City of Oxnard Council Chambers, 305 W Third St, First Floor, Oxnard, CA 93030

As a Public Entity, the City of Oxnard (City) adheres to the transparent public bidding process, and utilizes the online web services of Public Purchase, www.publicpurchase.com, a third-party electronic bidding website that allows vendors to register for specific goods and services by selecting a National Institution of Governmental Purchasing (NIGP) code as the commodity part number. Upon registration with Public Purchase, registered Consultant(s) will receive e-mail notifications of upcoming bidding opportunities for the items your company identified. Registered Consultant(s) will also be able to view all the open bids, electronically respond to the bids, and see bid results when they are awarded. Additionally, registered Consultant(s) will receive notices of any addendums to those bids, as well as have the opportunity to post questions and receive answers pertaining to that bid. All questions and answers are posted on-line so that all bidders have access to the same information regarding the bid.

Completion of this process will allow your business to participate in future City business bidding opportunities. It also provides the ability to maintain your data as your business grows or changes.

There is NO CHARGE to register for this service. Public Purchase has other services available for a fee, but that is solely at your discretion and not required to do business with the City.

Just a couple helpful hints before starting your registration:

- ✓ First, bid notifications are based on registered e-mail addresses, hence, it is recommended you use a generic e-mail address for your company, if you have one, and a second email address for a specific individual, if available. That way, if personal e-mail addresses change, your organization still receives notification of bidding opportunities.
- ✓ Secondly, make sure your company has saved the user-name and password in a secure location, so that it is accessible when you are not available.

A third party web based e-Procurement service provider utilized by the City for solicitations. It will take

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only minutes to register and it is free. For future bidding, opportunities please also register online. Bidders must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Bidder's questions will be posted online on the Public Purchase website for this particular solicitation.

EXAMINATION OF REQUIREMENTS

Each bidder must carefully examine the requirements contained herein. Upon receipt of responses hereunder, each bidder shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a bidder from any obligation in respect to this bid as submitted. Any misinterpretation of the requirements is solely that of the bidder's.

Proposers must submit their questions online at www.publicpurchase.com and must be in written format. All responses to Proposer's questions will be posted online on the Public Purchase website for this particular solicitation.

The City cannot guarantee you will receive notice of every opportunity to sell to the City. It is encouraged to visit our Purchasing website at <https://www.oxnard.org/rfps-and-rfqs/> for Bidding Opportunities on a regular basis for a listing of current bid solicitations.

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PREPARATION OF STATEMENT OF QUALIFICATIONS (SOQ)

1. **Proposer shall submit a SOQ as outlined in Attachment A.** Failure to do so may cause rejection of the SOQ.
2. Proposer may include any other information they deem necessary and not included in this RFQ.
3. Proposers are to submit separate SOQs for each service category (Attachment B) they want to be considered for.
4. The SOQ must be submitted by an authorized agent of the submitting entity.

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PROPOSED TIMELINE

Proposers will be responsible to carefully examine the requirements contained herein.

DATE	ACTIVITY
October 18, 2018	Release of Solicitation
October 30, 2018	Pre-Proposal Meeting (Non-Mandatory) Location: City of Oxnard Council Chambers 305 W Third St, First Floor Oxnard, CA 93030
November 7, 2018	Last day for Questions by Bidders on or before noon PST.
November 15, 2018	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>2:00 p.m.</u>
November 2018	Review of Qualifications
November 2018	Possible Oral Interviews
December 2018	Agreement Development/Negotiations
December 2018	City Council approval
December 2018	Contracted work begins

The above dates are tentative and are subject to change as necessary.

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ATTACHMENT A

1.0 GENERAL CITY INFORMATION

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

1.1 BACKGROUND INFORMATION

The Public Works Department is dedicated to enhancing the quality of life in the City of Oxnard by providing the highest quality of public works services, facilities and infrastructure to meet the needs of the community. The Public Works Department has 8 divisions that serve the Oxnard Community. The City requires the services of qualified firms to provide:

Project Management
Engineering-Variou
Landscape Architecture and Design
Environmental Planning and Permitting
Engineering Plan Review
Construction Management, Inspections and Testing

The number of contracts let by the City will be dependent upon the qualifications and/or combination of qualifications submitted by the consultants and contingent upon the approval of City Council. We anticipate a budget of approximately \$442 Million for design and construction of capital improvements projects over the next 5 years. We plan to let multiple three-year contracts in each service category after we have established a pre-qualified list of Consultants. Project assignments will be distributed based on qualifications with the City requesting fee proposals from three consultants for each work order over \$100,000.

1.2 GENERAL FIRM INFORMATION

Please provide the following information in your SOQ. The format of the SOQ shall follow the order of contents as listed below. Limit your response to 25 single-sided pages (excluding supplemental information such as staff resumes, sub-consultant resumes, and general administrative information).

1. Indicate for which service category the Consultant is submitting;
2. Name of firm;
3. Mailing address, phone, fax, e-mail;

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4. Location of principal office(s);
5. Name(s) of firm principal and/or manager of consultant team;
6. Educational background of firm principal and/or manager of consultant team;
7. Professional licensing of principal and/or manager of consultant team, where issued;
8. General practice, or specialization in certain subject area(s); major experience of firm-clients, type of work, locations;
9. Major experience of firm principal and/or manager of consultant team of work, locations, how long;
10. Relevant professional staff numbers, including relevant education and experience;
11. Summary of past work for City of Oxnard;
12. Summary of past work for other public agencies other than City of Oxnard;
13. Summary of past work for other clients in Ventura County;
14. Provide a schedule of staff hourly rates;
15. General administrative information as shown below; and
16. Other relevant information, as desired by the firm.

1.3 GENERAL ADMINISTRATIVE INFORMATION

Certification of Non-Debarment

The City of Oxnard will be receiving Federal or State Grant funds. All potential Proposers must go to the following websites and submit a printout with their qualification(s) that verifies that the Proposer is not listed on any of the following exclusion lists. If awarded a contract, awarded vendor must notify the City immediately if debarred at any time during the contract period. A screen shot of each website will suffice.

Proposers must certify that it or any of its subcontractors do not appear on State and Federal exclusionary lists, including but not limited to:

- a. General Services Administration (GSA) Excluded Parties Lists System (EPLS).
- b. In the event the vendor is excluded, ineligible, or terminated from participation in State and/or Federal programs, the solicitation process shall be subject to immediate termination and a contract will not be awarded.

Proposers must include the following language in the SOQ:

I further attest that if selected, my Firm/Company/Sole Proprietorship will conduct regulatory sanction and exclusion screenings of subcontracted entities prior to engagement with said entities and monthly thereafter.

I understand that if my Firm/Company/Sole Proprietorship becomes excluded, ineligible, or terminated from participation in State and Federal programs, any contracts held with the City will be subject to immediate termination for cause.

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Print Name:

Signature:

Date:

Title of Agent/Officer:

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Proprietary Statement

Firms submitting qualifications must provide a statement that nothing contained in the submittal or subsequent interview (if required) is proprietary, however, if proprietary information is included, a statement should be provided identifying any specific information which the consultant contends is proprietary or confidential and the legal basis for such a claim.

Insurance

Include a statement certifying that your firm will provide the City's required insurance coverages (see Exhibit INS-A).

Statement of Past Contract Disqualifications

Firms submitting qualifications must disclose if the Firm or any of its officers or employees who have a proprietary interest in the firm have ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation. If so, explain the circumstances.

Certification of Content & References

Proposer's SOQ must include the language shown in Attachment D.

1.4 SELECTION AND APPROVAL PROCESS

All SOQs that fail to follow the instructions in the Submittal Requirements section will not be reviewed and will be found not pre-qualified. All SOQs that follow the instructions in the Submittal Requirements section of this RFQ will be reviewed in the following manner.

SOQs will be reviewed by Public Works employees with expertise in each of the categories in the Scope of Services (Attachment B). The criterion for rating the SOQs is shown below:

1. Completeness of Response: Pass or Fail
2. Appropriate professional licensure: Pass or Fail
3. Provide City-required insurance coverage: Pass or Fail

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4. Firm's general professional experience: (1-10 points)
5. Firm's experience for this service group category (1-40 points)
6. Firm's experience with public agencies (1-10 points)
7. Qualification, experience, and education of professional management (1-20 points)
8. Qualifications, experience, and education of professional staff (1-20 points)

Scoring: Questions 1, 2 & 3 must pass to qualify, and Questions 4-8 must accumulate a minimum of 60 points to qualify. If there is more than one rater the scores will be averaged.

1.5 SUBMITTAL REQUIREMENTS

All SOQs that fail to follow the instructions in the Submittal Requirements section will not be reviewed. All SOQs that follow the instructions in the Submittal Requirements section of this RFQ will be reviewed in the following manner:

- ☐ SOQ submittals need to be received no later than 2:00 pm on November 15, 2018;
- ☐ SOQ shall be submitted in a sealed envelope to Purchasing Department and marked "Master On-Call Professional Engineering Services", with the service category (ies) from Attachment B and the Proposer's Name listed on the envelope;
- ☐ Formatting and content of SOQ shall follow the order and include the information as identified in the General Firm Information section of this RFQ;
- ☐ Include a statement certifying that your firm will provide the City's required insurance coverages (see Exhibit INS-A);
- ☐ Include Proprietary Statement;
- ☐ Provide name, title, address, phone number, and email address of the contact person from your firm to correspond with regarding this submittal; and
- ☐ Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

1.6 NOTICE

If a Firm is selected for the pre-qualified list, the Firm must notify the City in writing within thirty (30) calendar days of any changes in ownership or its Principals.

For Federally funded projects, Firms on the pre-qualified list may need to submit separate proposals and enter into a separate contract with the City as required by the specific Federally funded project.

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ATTACHMENT B

SCOPE OF SERVICES

Proposers must prepare a SOQ for each service listed below that the bidder wishes to submit for review.

1.0 PROJECT MANAGEMENT

The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Project Management services as needed by the City. The City is anticipating a variety of construction projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced in Project Management. It is the City's intention to enter into contracts with multiple firms for Project Management services. The City will be evaluating consultant firms for providing Project Management for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain Project Management services in a timely manner.

The outcome of the first step Statement of Qualifications (SOQ) will be multiple contracts for a list of consultants with cost/price agreements. The subsequent project work will be procured through individual competition on a per-project basis amongst the consultants. All work performed under this contract will require approval by the City of Oxnard and issued through a Task Order. A project specific RFQ will refine the scope of services prior to issuing the Task Orders. The Task Order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion and no Task Order is valid unless the contract is still enforced. Federal regulations indicate the maximum length of consultant contract agreements shall not exceed five years in total.

The City of Oxnard is hereinafter referred to as "City". The firm with Project Management services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed as further described in this section.

1.1 PROJECT DESCRIPTION

- a) The City is seeking Project Management services to comply with required documents and meet federal, state and local requirements. In performing all Project Management services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works projects scheduled within the next several years, as well as other developments requiring Project Management services.
- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

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- c) Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based on qualifications and availability.
- i. Bike and pedestrian facilities (bike lanes, pedestrian paths)
 - ii. City Park improvements - restrooms, parking lots, service roads
 - iii. Support of grant applications (draft applications, graphic attachments, benefit cost analysis)
 - iv. Traffic signals (new signals, signal modifications, signal synchronization)
 - v. Drainage improvements
 - vi. Intersection modifications
 - vii. Pavement maintenance
 - viii. Sidewalk infill
 - ix. Pipeline installation: sewer, recycled and potable
 - x. Wastewater projects
 - xi. Water supply projects
 - xii. Electrical
 - xiii. Architectural
 - xiv. Major building renovations
 - xv. Alley improvements

1.2 TYPICAL SERVICES REQUIRED

- a) The required services and abilities required to successfully perform Project Management services on the project types listed above include, but are not limited to:
- i. Continuous status reporting and interface with City staff regarding projects
 - ii. Attend project meetings and prepare meeting agendas and action items
 - iii. Follow up to ensure action items are complied with
 - iv. Coordination with engineering consultants
 - v. Coordination with other agencies
 - vi. Provide technical review and comment on consultant deliverables
 - vii. Development/maintenance of project schedules
 - viii. Prepare bid-packages
 - ix. Track and monitor project costs
 - x. Track and monitor all funding
 - xi. Prepare grant funding claims as requested
 - xii. Prepare grant applications (draft applications, graphic attachments, benefit cost analysis)
 - xiii. Prepare RFPs for professional services, as required to continue progress of projects.

1.3 REQUIREMENTS

- a) Consultant(s) shall meet the following requirements:
- i. Experience: The Consultant must have experience providing Project Management services to municipalities of similar size and similar projects.

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- ii. **Deadlines:** The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
- iii. **Compliance:** Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- iv. **Reporting:** Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

2.0 ENGINEERING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Engineering services as needed by the City. The City will be evaluating engineering firms for providing various services for various funded projects (Grants, City, etc.) It is the City's intention to enter into contracts with multiple firms for Engineering and Environmental services. These firms will be contracted to provide engineering design, environmental planning, review and project documentation as well as drawing preparation services as requested by the Public Works Department. By contracting with multiple firms the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.
- b) The successful Consultant(s) will work closely with City personnel and be responsible for:
 - i. The generation of complete set of plans, specifications and construction engineering estimates for city wide projects
 - ii. The review and/or preparation of environmental documents
 - iii. Preparation of project drawings in CAD.
- c) The City of Oxnard is hereinafter referred to as "City". The firm with professional Engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the Request for Qualifications as further described in this section.

2.1 PROJECT DESCRIPTION

- a) The Consultant will be asked to provide all necessary engineering, environmental and drawing services to bring a project to the point of completion. In performing all Engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works and capital improvement construction projects scheduled within the next several years, which may require engineering

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services and/or peer review. The City will also have a variety of other developments that will provide public improvements that may result in plan checking services of the improvement plans.

- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- c) Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based upon qualifications and availability.
 - i. Bike and pedestrian facilities (bike lanes, pedestrian paths)
 - ii. City Park improvements- restrooms, parking lots, service roads
 - iii. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis)
 - iv. Traffic signal design (new signals, signal modifications, signal synchronization)
 - v. Drainage improvement projects
 - vi. Intersection modifications
 - vii. Pavement maintenance projects
 - viii. Sidewalk infill
 - ix. Alley improvements
 - x. Pipeline installation: sewer, recycled and potable
 - xi. Wastewater projects
 - xii. Water supply projects
 - xiii. Electrical
 - xiv. Architectural
 - xv. Major building renovations
 - xvi. Grant application support

2.2 TYPICAL SERVICES REQUIRED

- a) The required services and abilities required to successfully perform engineering design services on the project types listed above include, but are not limited to:
 - i. Preparation of plans, specifications and estimates
 - ii. Plan Check/Peer Review
 - iii. Preparation of project drawings in CAD
 - iv. Constructability Review and Plan Check
 - v. Understanding and application of standard details and specifications from:
 - o City of Oxnard
 - o Caltrans
 - o Greenbook

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- o APWA
 - o AWWA
 - o County of Ventura
 - o City of Ventura
- vi. Best Management Practices
- vii. Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Oxnard, as well as federal and state agencies
- viii. Understanding of environmental regulations relevant to construction activities
- ix. Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or potential legal issues among others
- x. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
- xi. Consultant and its sub-consultants shall pay employees the applicable wages as determined by California Department of Industrial Relations and Federal, State and local laws

2.3 REQUIREMENTS

a) Consultant(s) shall meet the following requirements:

- i. Experience: The Consultant must have a minimum of 5 years' experience providing Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review of similar projects. Specifically, experience should include, but not be limited to all projects types listed herein.
- ii. Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- iii. Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

3.0 GEOTECHNICAL ENGINEERING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Geotechnical Engineering services as needed by the City. The City is anticipating a variety of construction projects to commence in the near future. It is the City's intention to enter into contracts with multiple firms for professional Geotechnical Engineering services. The City will be evaluating consultant firms for providing Geotechnical Engineering for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain geotechnical services in a timely manner.
- b) The successful Consultant(s) will work closely with City personnel and be responsible for:
- i. The review and/or preparation of geotechnical documents
 - ii. Studies and recommendations

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- iii. Oversight of field work such as drilling, boring and any other sampling techniques
 - iv. Preparation of project drawings in CAD.
- c) The City of Oxnard is hereinafter referred to as "City". The firm with professional Geotechnical Engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

3.1 PROJECT DESCRIPTION

- a) The City is seeking professional Geotechnical Engineering services to comply with required documents and requirements. The Consultant will be asked to provide all necessary Geotechnical Engineering services as needed by the City. In performing all professional Geotechnical Engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next several years, as well as other developments requiring geotechnical services.
- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.
- c) Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.
- i. Grading and Site Clearing
 - ii. Seepage Control and Dewatering Analysis
 - iii. Foundation Design
 - iv. Pavement Design
 - v. Pile Design
 - vi. Submerged and Partially Submerged Retainment Structure Design
 - vii. Compacted Fills Soil Classification and Physical Properties
 - viii. Slope Stability and Protection
 - ix. Hazardous Materials Seismic Stability
 - x. Liquefaction
 - xi. Open and Braced Excavations (Shallow and Deep)
 - xii. Material Testing
 - xiii. Groundwater Analysis
 - xiv. Flexible Retaining Structures
 - xv. Construction Inspection
 - xvi. Special Inspection
 - xvii. Subsurface Geotechnical Investigation
 - xviii. Field exploration, laboratory testing, and instrumentation
 - xix. Analysis of sites for drywell projects

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- xx. Grant application support (draft applications, graphic attachments, benefit cost analysis)

3.2 TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform Geotechnical Engineering services on the project types listed above include, but are not limited to:

- a) Constructability Review and Plan Check
- b) Understanding and application of standard details and specifications from:
 - i. City of Oxnard
 - ii. Caltrans
 - iii. Greenbook
 - iv. APWA
 - v. AWWA
 - vi. County of Ventura
 - vii. City of Ventura
- c) Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
- d) Best Management Practices
- e) Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Oxnard
- f) Understanding of environmental regulations relevant to construction activities
- g) Unless already existing, Consultant should establish a local project office in Ventura County within close proximity to the Project, as necessary
- h) Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or legal issues among others
- i) Consultant and its sub-consultants shall pay employees the applicable wages as determined by California Department of Industrial Relations and Federal, State and local laws

3.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Geotechnical Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review. Specifically, experience should include, but not be limited to all project types listed herein.
- b) Deadlines: The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

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- d) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

4.0 TRAFFIC ENGINEERING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Traffic Engineering services as needed by the City. The City is anticipating a variety of traffic engineering and transportation planning projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Traffic Engineering and applicable federal, state and local standards and guidelines. It is the City's intention to enter into contracts with a number of firms for professional Traffic Engineering services. By contracting with a number of firms, the City will have the flexibility to obtain traffic services in a timely manner and work on multiple projects simultaneously.
- b) The successful Consultants will work closely with City personnel including the City Traffic Engineer on an as-needed basis to assist staff in keeping a variety of projects on schedule and within budget. The City of Oxnard is hereinafter referred to as "City". The firms with professional Traffic Engineering services are hereinafter referred to as "Consultants". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this section.

4.1 PROJECT DESCRIPTION

- a) The City is seeking professional Traffic Engineering services to assist the Public Works Department in carrying out many project types as listed below. In performing the professional Traffic Engineering services, the Consultants shall work to protect the interests of the City and to provide the highest quality services possible.
- b) It is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, the City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- c) Below is a list of the anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.
- i. Traffic and parking studies including warrant analysis as applicable
 - ii. Transportation demand management programs
 - iii. Signal timing and coordination plans, and recommendations on signal maintenance and upgrades
 - iv. Planning and conceptual designs of traffic diversion and calming plans including roundabouts

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- v. Planning and conceptual designs of complete streets in light of established standards and guidelines, as well as assessment of potential operational impacts (Such as the impacts on auto traffic that could result from a road diet to provide bike lanes)
- vi. Development and updates of transportation related policies and guidelines such as transportation master plans
- vii. Grant writing for state and regional funding programs for traffic studies and improvement projects
- viii. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
- ix. Review of the traffic and parking aspects of City capital improvement projects
- x. Multi-modal travel modeling and traffic volume forecasts
- xi. Establishment and updates of transportation related fees such as traffic impact fees
- xii. Traffic and parking management and control plans
- xiii. Data collection including multi-modal traffic volumes, traffic speeds, origin-destination surveys, travel time and delays, and parking utilization
- xiv. Sign and pavement marking retro-reflectivity assessment, and data processing

4.2 TYPICAL SERVICES REQUIRED

- a) The services and abilities required to successfully perform Traffic Engineering services on the project types listed above include, but are not limited to:
 - i. Understanding and application of the Institute of Transportation Engineers (ITE) Trip and Parking Generation Manuals, City of Oxnard zoning ordinance; Climate Action Plan and General Plan, California Manual on Uniform Traffic Control Devices (CA MUTCD), National Association of City Transportation Officials (NACTO), CA Standard Plans and Specifications, etc.
 - ii. Understanding and application of relevant operational and travel modeling software such as Synchro, Sidra, Visum, and EMME2
 - iii. Best Management Practices
 - iv. Understanding of environmental regulations relevant to the transportation system
 - v. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
 - vi. Consultants and any sub-consultants shall pay their employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws

4.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Traffic Engineering services to municipalities of similar size or sufficient experience in the transportation planning and traffic engineering. Specifically, experience should include but are not limited to: safety studies, operational studies, warrant analysis, signal operations, conceptual road designs and data collection and travel modeling.

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- b) **Deadlines:** The Consultant must meet the deadlines listed in the various project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it.
- c) **Compliance:** Consultant shall comply with all applicable Federal, State and local standards and requirements. This includes City insurance and indemnification requirements.
- d) **Reporting:** Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

5.0 SURVEYING

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified land surveying professionals to provide map check, legal description check, corner record preparation and lot line adjustment services, as well as other professional surveyor services as needed by the City. The purpose of the contract is to provide the Public Works Department with the ability to obtain assistance quickly to satisfy City of Oxnard customers and City Staff. Currently, no one on City Staff is qualified to sign the City Surveyor Statement attesting to the technical correctness on Final Maps and Parcel Maps, or to prepare or review legal descriptions and corner records. It is the City's intention to enter into contracts with multiple firms for surveying services. By contracting with multiple firms the City will have the flexibility to obtain professional surveyor consulting services in a timely manner.
- b) The City of Oxnard is hereinafter referred to as "City". The firm with a professional land surveyor is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

5.1 PROJECT DESCRIPTION

- a) The Consultant will be asked to provide all necessary map check, legal description check, corner record preparation and lot line adjustment review services, as well as other professional surveyor services as needed by the City. In performing all professional surveyor services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. All services shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. No subcontractors shall be utilized without prior authorization by the City.
- b) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the

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recommendations or comments.

5.2 Map Check Services Component

Parcel Maps and Final Maps are to be reviewed at a minimum for mathematical closure and compliance with the Subdivision Map Act, the Professional Land Surveyors' Act, the City of Oxnard Subdivision Ordinance, the approved Tentative Map, the approved Conditions of Approval and a current Title Report.

5.3 The map checks shall include, but are not necessarily limited to:

- a) Review of survey documentation
- b) Lot and boundary closure calculations
- c) Dedications and easement provisions
- d) Legal descriptions and completeness and accuracy of data notation
- e) Review of completeness of submittals
- f) Document submittal deficiencies and advise the City as necessary
- g) Identify any additional reference materials required for a thorough map check
- h) Parcel Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450
- i) Final Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442

5.4 Some of the specific items that shall be reviewed and/or map checked are as follows:

- a) Title sheet information
- b) Current legal descriptions
- c) Correct assessor's parcel being subdivided per the Title Report
- d) Closure of subdivision boundary and individual lots
- e) Verify lot areas
- f) Check for correct mathematics
- g) Proper delineation and identification of record data
- h) All appropriate data in the Title Report is shown on the map
- i) Proper reference to adjacent record maps is shown
- j) Proper references and ties to found/set monuments are shown
- k) Calculated, recorded, and measured distances agree, or variances are noted on the map
- l) Verify ownership shown on the map against the Title Report
- m) Compliance with the Subdivision Map act and City of Oxnard Subdivision Ordinance

5.5 Legal Description Check Services Component

Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyors' Act, and conformance with current Title Report. Grant Deed, Easement Deed and other document forms that may be included in the review

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process. Legal description checks include, but are not necessarily limited to:

- a) Closure calculations
- b) Legal description completeness
- c) Review of completeness of deed exhibit map
- d) Document submittal deficiencies and advise the City as necessary
- e) Identify any additional reference materials required for a thorough deed check
- f) Approval - Sign and stamp legal description legal description

5.6 Corner Record Services Component

Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Ventura County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital improvement project is constructed or reconstructed. Corner record services include, but are not necessarily limited to:

- a) Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy
- b) Prepare corner records
- c) Approve - sign and stamp corner record for filing with County Surveyor's Office

5.7 Lot Line Adjustment and Lot Merger Services Component

- a) Lot line adjustment and Lot Merger documents shall be reviewed or prepared at a minimum for compliance with the City of Oxnard Lot Line Adjustment and Lot Merger Requirements, the Subdivision Map Act, and the Land Surveyor's Act.
- b) Lot line adjustment and Lot Merger services include, but are not necessarily limited to:
 - i. Review/prepare legal descriptions associated with lot line adjustments
 - ii. Civil Code 1093 clause on face of Legal description
 - iii. Acknowledgement (Notary Statement)
 - iv. Exhibit A (Legal description of property being conveyed)
 - v. Exhibit B (Sketch of legal description in Exhibit A)
 - vi. Review/prepare Partial Reconveyance documents
 - vii. Review/prepare Modified Deed of Trust
 - viii. Review/prepare Owner's Certificate and Certificate of Holders of Record Title
 - ix. Review/prepare Notice Document (if applicable)
 - x. Verify ownership shown on documents against the Title Report

5.8 Field Services

Complete field services performed at the request of the City will include but are not necessarily limited

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to the following:

- i. Construction
- ii. Geodetic Control
- iii. Boundary
- iv. Right of way location
- v. Monitoring I Subsidence surveys
- vi. Supplemental Ground Topography

5.9 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing map checking and survey field services to municipalities of similar size or sufficient experience with preparing and recording final maps, parcel maps, lot line adjustments, corner records and legal descriptions. Specifically, experience should include, but not be limited to: subdivision map checking or preparation, creating and reviewing closure calculations, creating and reviewing easements and right-of-way documents, reading and using title reports, collecting topographic site features and surface utilities, etc.
- b) Deadlines: A maximum review time for initial map check, legal description check, corner record check, and lot line adjustment check of twenty (20) business days, not including transit time from and to City of Oxnard Public Works Department. Each subsequent document check, if necessary, shall not require more than ten (10) business days, not including transit time.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- d) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

6.0 LANDSCAPE ARCHITECTURE AND DESIGN

BACKGROUND

The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Landscape Architecture and Design services as needed by the City. It is the City's intention to enter into contracts with multiple firms for Landscape Architecture and Design services. The City will be evaluating consultant firms for providing services for various funded projects. By contracting with multiple firms, the City will have the flexibility to obtain these services in a timely manner.

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6.1 The successful Consultant(s) will be able to provide the City with:

- a) Full site grading and drainage
- b) Landscape design including drought tolerant and native
- c) Park facilities design
- d) Lighting design
- e) Light Impact Design elements
- f) Architectural and plumbing service for restroom facilities
- g) Park signage and monumentation
- h) Grant application support (draft applications, graphic attachments, benefit cost analysis)

The City of Oxnard is hereinafter referred to as "City". The firm with professional Landscape Architecture and Design services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

6.2 PROJECT DESCRIPTION

The City is seeking professional Landscape Architecture and Design services to comply with required documents and requirements. The Consultant will be asked to provide all necessary services as needed by the City. In performing all professional services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next two years, as well as other developments requiring these services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.

6.3 TYPICAL SERVICES REQUIRED

The services and abilities required to successfully perform Landscape Architecture and Design services on City projects include, but are not limited to:

- a) Developing preliminary plans and working drawings
- b) Preparing cost estimates and work schedules
- c) Preparation of specifications and construction support
- d) The landscape architectural consultant must have specific design expertise with landscape designed for United States Green Business Council (USGBC), Leadership in Energy and Environmental Design (LEED) building projects, and shall have a LEED accredited professional as part of the project staff.
- e) The landscape architecture firm will also facilitate discipline coordination, coordination between the City and any regulatory agencies as required.

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- f) Understanding of standard details and specifications from:
 - i. Caltrans
 - ii. Greenbook
 - iii. APWA
 - iv. AWWA
 - v. City of Oxnard
 - vi. County of Ventura
 - vii. City of Ventura

6.4 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Landscape Architecture and Design services to municipalities of similar size or sufficient experience in Landscape Architecture and Design services. Specifically, experience should include, but not be limited to: Parks, streets, street medians and shoulders, storm drain and bridge construction, etc.
- b) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- c) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

7.0 ENVIRONMENTAL PLANNING AND PERMITTING SERVICES

BACKGROUND

- a) The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Environmental Planning and Permitting Services as needed by the City. The City is anticipating a variety of Public Works Capital Improvement Program projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with environmental permitting and planning procedures specifically for Public Works type projects. Consultant must be familiar with local, state and federal regulations. Consultant would serve on a Project Development Team; in some cases the Consultant would be the sole provider of environmental services, and on larger projects the Consultant would assist Staff in managing the work of a larger environmental services firm. By having multiple firms on the short list the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.
- b) It is the City's intention to enter into contracts with multiple firms for Environmental Planning and Permitting services. The successful Consultant(s) will be able to provide the City with Environmental Planning and Permitting Services on an as-needed basis to assist Staff in keeping a variety of Public Works projects on schedule.

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- c) The City of Oxnard is hereinafter referred to as "City." The firm with professional Environmental Planning and Permitting services is hereinafter referred to as "Consultant." Consultant is invited to submit a written SOQ for any or all of the services as further described in this section.

7.1 PROJECT DESCRIPTION

The City is seeking professional Environmental Planning and Permitting Services to assist the Public Works Department in keeping a variety of Public Works projects on schedule. Tasks may include any of the following:

- a) Participate in the Project Development Team
- b) Assist Public Works staff in navigating the environmental planning and permitting process.
- c) Create and file California Environmental Quality Act (CEQA) Categorical Exemptions (CE) documents
- d) Assist with filling out permit applications
- e) Review and provide comments and/or proposed mitigations to Public Works on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations
- f) Interface with City Planners on behalf and with Public Works staff when necessary to facilitate the process.
- g) In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City.
- h) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- i) Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability.
 - i. Bridge Rehabilitation and Maintenance
 - ii. Park Improvements
 - iii. Drainage Projects
 - iv. Flood Control Projects
 - v. Paving and Overlay
 - vi. Roundabouts
 - vii. Road Extension/new roads
 - viii. Landscaping
 - ix. Bike Paths/Bike Lanes
 - x. Pedestrian Improvements
 - xi. Parking Lot Improvements

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- xii. Alley improvements
- xiii. Grant application support

7.2 TYPICAL SERVICES REQUIRED

The services and abilities required to successfully perform Environmental Planning and Permitting Services on the project types listed above include, but are not limited to:

- a) Application of state and local laws and ordinances and the City's Municipal Code
- b) Application of CEQA and National Environmental Policy Act (NEPA)
- c) Thorough knowledge and understanding of the City's General Plan
- d) Attendance at internal and external meetings with staff and other consultants
- e) Attendance at Design Review Board (DRB) and Planning Commission
- f) Assist in preparation of Staff Reports and Exhibits for DRB and Planning Commission
- g) Review mitigation plans
- h) Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements
- i) Understanding of and experience working with various agencies including but not limited to:
 - i. Caltrans
 - ii. Coastal Commission
 - iii. City and County of Ventura
 - iv. Fish and Wildlife
 - v. Army Corps of Engineers
 - vi. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects

7.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Environmental Planning and Permitting Services to municipalities of similar size or sufficient experience with reviewing providing comments and conditioning development projects.
- b) Deadlines: The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- d) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

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8.0 ENGINEERING PLAN REVIEW

BACKGROUND

The City of Oxnard is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Engineering Plan Review services for land development projects as needed by the City. The City is anticipating a variety of land development projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced in providing engineering review of land development projects. Consultant will review construction documents for conformance to conditions of approval, City engineering design standards, applicable laws and good engineering practice. It is the City's intention to enter into contracts with multiple firms for Engineering Plan Review services. By contracting with multiple firms the City will have the flexibility to obtain said services in a timely manner.

The City of Oxnard is hereinafter referred to as "City". The firm with professional Engineering Plan Review services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this section.

8.1 PROJECT DESCRIPTION

- a) The City is seeking professional Engineering Plan Review services for land development construction plans to assist the City in processing privately financed development engineering construction projects. The services will include all necessary work to review engineering improvement plans (Street, Water, Wastewater, Storm Drain, Signage, Striping, Signal, etc.) and associated calculations and reports (Hydraulics & Hydrology, Wastewater, Water, Geotechnical, etc.) from initial submittal to final recommendation for approval by the City Engineer. Said review may include any of the following:
 - i. New Development Construction Submittal Review
 - ii. Provide engineering plan check review of grading and utility (water, wastewater, and storm drain) plans for private onsite land development projects. Review would include all onsite private improvements (parking lot and utilities).
 - iii. Provide engineering plan check review of grading and utility (water, wastewater, and storm drain), and street plans for public improvements (within right-of-way and easements) that were prepared as a part of a private land development project.
 - iv. Review plans and calculations for compliance with the Countywide storm water quality (MS4) permit.
 - v. Review and provide comments on drainage, wastewater, and water calculations/reports.
 - vi. Review and provide comments on the technical correctness of proposed easement legal descriptions.
- b) The Consultant will review all pertinent submittal documents and provide written comments to the City. Consultant would meet with the City and private developer's engineer on an as-needed basis to discuss comments.

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- c) In performing Engineering Plan Review services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City
- d) The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City.
- e) Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability:
 - i. Residential and Commercial Subdivisions
 - ii. Commercial Site Developments
 - iii. Residential Site Developments

8.2 TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform Engineering Plan Review services on the project types listed above include, but are not limited to:

- i. Review civil improvement plans
- ii. Review Drainage, Water, Wastewater and MS4 Studies
- iii. Review SWPPP submittals
- iv. Review plans for compliance with disabled access requirements
- v. Attend internal and external meetings with staff, developer, and developer's consultant
- vi. Application of state and local laws and ordinances and the City's Municipal Code
- vii. Application of the Subdivision Map Act
- viii. Review of project plans in relation to public impacts/improvements
- ix. Understanding of standard details and specifications from:
 - a) Caltrans
 - b) Greenbook
 - c) APWA
 - d) City of Oxnard
 - e) County of Ventura

8.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

- a) Experience: The Consultant must have a minimum of 5 years' experience providing Engineering Plan Review to municipalities of similar size or sufficient experience with reviewing grading, utility, and pavement plans for private development projects. Specifically, experience should

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include, but not be limited to: subdivision maps, development plans, commercial and residential developments and reading and using title reports, etc.

- b) Deadlines: A maximum review time for initial review of a project is fifteen (15) business days, not including transit time from and to City of Oxnard. Each subsequent review, if necessary, shall not require more than ten (10) business days, not including transit time.
- c) Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.
- d) 4 Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone. Additional reporting may be required as needed.

9.0 CONSTRUCTION MANAGEMENT, INSPECTION AND TESTING

BACKGROUND

The City of Oxnard Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Construction Management, Inspection and Materials Testing (CMIT) services as needed by the City. It is the City's intention to enter into contracts with multiple firms for Construction Management, Inspection and Testing services. The City will be evaluating consultant firms for providing CMIT for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain inspection services in a timely manner.

The successful Consultant(s) will be able to provide the City with full CMIT services including, but not limited to, a Resident Engineer with a Civil Engineering license in the State of California.

The City of Oxnard is hereinafter referred to as "City". The firm with professional CMIT services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in section.

9.1 PROJECT DESCRIPTION

The Consultant will be asked to provide all necessary CMIT services as needed by the City. In performing all professional CMIT services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next two years, as well as private developments requiring public works inspection.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. The Consultant should comply with all grant funding or grant administration requirements

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including record keeping during construction.

9.2 TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform CMIT services on the projects listed above include, but are not limited to:

- a) Constructability Review
- b) Oversight of Construction Surveying and Material Testing
- c) Pre-Job Coordination and Administration Activities
- d) Understanding of standard details and specifications from:
 - i. Caltrans
 - ii. Greenbook
 - iii. APWA
 - iv. AWWA
 - v. City of Oxnard
 - vi. County of Ventura
 - vii. City of Ventura
- e) Experience in documentation of activities through Daily Inspection Logs
- f) Construction Safety Orders
- g) Best Management Practices
- h) Inspection of:
 - i. Traffic Control
 - ii. Storm Water Prevention Measures
 - iii. General Street Construction
 - iv. Underground Utility Construction
 - v. Traffic Signal Installation
 - vi. Landscaping and Irrigation Installation
 - vii. Street Striping
 - viii. Pipeline installation: sewer, recycled and potable
 - ix. Wastewater projects
 - x. Water supply projects
 - xi. Electrical
 - xii. Architectural
 - xiii. Major building renovations
- i) Ability to work with utilities and public agencies in and adjacent to the City of Oxnard
- j) Understanding of environmental regulations relevant to construction activities
- k) Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects

9.3 REQUIREMENTS

Consultant(s) shall meet the following requirements:

City of Oxnard
Purchasing Division

Solicitation #PW 19-13R
Bid Close Date: 11/15/2018 on or before 2:00 pm PT

- a) Experience: The Consultant must have a minimum of 5-years' experience providing CMIT services to municipalities of similar size or sufficient experience in CMIT services for similar projects. This shall include working with funding segregation, state and federal funds and grant funds. Specifically, experience should include, but not be limited to all project types listed herein. .
- b) Compliance: Consultant shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
- c) Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

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ATTACHMENT C EVALUATION PROCESS

All submittals will be evaluated by the City's Selection Committee. The Committee shall be composed of City staff that possess expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the qualification(s) shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City's Purchasing Department only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Consultant(s) should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFQ.

The selection process may include oral interviews. The Consultant(s) may be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of qualification(s).
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of qualification(s) by Evaluation Committee members.

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4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Appropriate Professional Licensure	Pass/Fail
3	City-required insurance coverage	Pass/Fail
4	Firm's General Professional Experience	10
5	Firm's Experience for Service Category	40
6	Firm's Experience with Public Agencies	10
7	Qualification, Experience, and Education of Professional Management	20
8	Qualification, Experience, and Education of Professional Staff	20
Subtotal:		100

City of Oxnard
Purchasing Division

Solicitation #PW 19-13R
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ATTACHMENT D
CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

Date: _____ Proposer's Name _____

Name, Title and Signature _____

Name, Title and Signature _____

The City requires the following: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, submit to the City Attorney legally-binding documentation stating who can sign and bind the proposer.

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: September 3, 2019
- (2) Consultant: Kennedy/Jenks Consultants, Inc.
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: September 3, 2022
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Jeff Savard
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

2775 North Ventura Road, Suite 100
Oxnard, CA 93036
Attn: Jeff Savard, Vice President

FOR CITY:

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

jeffsavard@kennedyjenks.com

CITY'S PROJECT MANAGER:

tatiana.arnaout@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. 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 subcontractors. 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. 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.

14. 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees 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. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. 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. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. 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, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, 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. 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.

21. 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.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

KENNEDY/JENKS CONSULTANTS, INC

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ Buyer _____

Jeffrey Savard, Vice President _____ Date _____

Donald R. Weiden, Secretary _____ Date _____

ATTEST:

Michelle Ascencion, 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 sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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.

SCOPE OF SERVICES EXHIBIT

Construction Management, Inspection and Testing Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management
2. Constructability Review
3. Oversight of Construction Surveying and Material Testing
4. Pre-Job Coordination and Administration Activities
5. Understanding of standard details and specifications from:
 - a. Caltrans
 - b. Greenbook
 - c. APWA
 - d. AWWA
 - e. City of Oxnard
 - f. County of Ventura
6. Experience in documentation of activities through Daily Inspection Logs
7. Construction Safety Orders
8. Best Management Practices
9. Inspection of:
 - a. Traffic Control
 - b. Storm Water Prevention Measures
 - c. General Street Construction
 - d. Underground Utility Construction
 - e. Traffic Signal Installation
 - f. Landscaping and Irrigation Installation
 - g. Street Striping
 - h. Pipeline installation: sewer, recycled and potable
 - i. Wastewater projects
 - j. Water supply projects
 - k. Electrical
 - l. Architectural
 - m. Major building renovations
10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard
11. Understanding of environmental regulations relevant to construction activities
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
13. Additional professional services offered by Consultant

Engineering Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:
 - a. Bike and pedestrian facilities (bike lanes, pedestrian paths)
 - b. City Park improvements- restrooms, parking lots, service roads
 - c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis)
 - d. Traffic signal design (new signals, signal modifications, signal synchronization)
 - e. Drainage improvement projects
 - f. Intersection modification
 - g. Pavement maintenance projects.
 - h. Sidewalk infill
 - i. Alley improvements
 - j. Pipeline design: sewer, recycled and potable
 - k. Wastewater projects
 - l. Water supply projects
 - m. Electrical
 - n. Architectural
 - o. Grant application support
2. Plan check and peer review
3. Constructability review
4. Coordination with utilities, special districts, and public agencies
5. Preparation of project drawings in CAD
6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
7. Additional professional services offered by Consultant

Environmental Planning and Permitting Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Participate in the Project Development Team
2. Assist Public Works staff in navigating the environmental planning and permitting process
3. Secure environmental clearances for City CIP projects
4. Assist with filling out permit applications
5. Review and provide comments and/or proposed mitigations to Public Works on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations
6. Interface with City Planners on behalf and with Public Works staff when necessary to facilitate the process
7. In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City
8. The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments. No subcontractors shall be utilized without prior authorization by the City
9. Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability
 - a. Bridge Rehabilitation and Maintenance
 - b. Park Improvements
 - c. Drainage Projects
 - d. Flood Control Projects
 - e. Paving and Overlay
 - f. Roundabouts
 - g. Road Extension/new roads
 - h. Landscaping
 - i. Bike Paths/Bike Lanes
 - j. Pedestrian Improvements
 - l. Parking Lot Improvements
 - l. Alley improvements
10. Grant application support
11. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others
12. Additional professional services offered by Consultant

RATES AND COSTS EXHIBIT

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$155
Engineer-Scientist-Specialist 3	\$170
Engineer-Scientist-Specialist 4	\$185
Engineer-Scientist-Specialist 5	\$200
Engineer-Scientist-Specialist 6	\$225
Engineer-Scientist-Specialist 7	\$250
Engineer-Scientist-Specialist 8	\$270
Engineer-Scientist-Specialist 9	\$290
Construction Manager	\$225
Construction Inspector	\$175
CAD Technician	\$105
Senior CAD Technician	\$120
CAD Designer	\$145
Senior CAD Designer	\$160
Project Administrator	\$120
Administrative Assistant	\$100
Aide	\$75

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permit and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

INSURANCE EXHIBIT

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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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.

7/19

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 HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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

[illegible]

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: September 3, 2019
- (2) Consultant: Filippin Engineering, Inc.
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: September 3, 2022
- (6) Total Agreement Amount: \$250,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Gino Filippin
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

<i>FOR CONSULTANT:</i> 345 – E S. Fairview Avenue Goleta, CA 93117 Attn: Gino Filippin, President	<i>FOR CITY:</i> 305 West Third Street, East Wing, Third Floor Oxnard, CA 93030 Attn: Tatiana Arnaout, Interim City Engineer
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- (11) Contact Emails:

<i>CONSULTANT'S PROJECT MANAGER:</i> gino@fecivil.com	<i>CITY'S PROJECT MANAGER:</i> tatiana.arnaout@oxnard.org
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The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. 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 subcontractors. 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. 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.

14. 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees 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. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. 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. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. 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, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, 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. 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.

21. 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.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

FILIPPIN ENGINEERING, INC.

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

Gino Filippin, President _____ Date _____

Janine Filippin, Secretary _____ Date _____

ATTEST:

Michelle Ascencion, 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 sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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.

SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management.
2. Constructability Review.
3. Oversight of Construction Surveying and Material Testing.
4. Pre-Job Coordination and Administration Activities.
5. Understanding of standard details and specifications from:
 - a. Caltrans.
 - b. Greenbook.
 - c. APWA.
 - d. AWWA.
 - e. City of Oxnard.
 - f. County of Ventura.
6. Experience in documentation of activities through Daily Inspection Logs.
7. Construction Safety Orders.
8. Best Management Practices.
9. Inspection of:
 - a. Traffic Control.
 - b. Storm Water Prevention Measures.
 - c. General Street Construction.
 - d. Underground Utility Construction.
 - e. Traffic Signal Installation.
 - f. Landscaping and Irrigation Installation.
 - g. Street Striping.
 - h. Pipeline installation: sewer, recycled and potable.
 - i. Wastewater projects.
 - j. Water supply projects.
 - k. Electrical.
 - l. Architectural.
 - m. Major building renovations.
10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard.
11. Understanding of environmental regulations relevant to construction activities.
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
13. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

Engineering

Engineering Technician	\$ 85.00
Senior Engineering Technician	\$ 105.00
Junior Engineer	\$ 138.00
Assistant Engineer	\$ 142.00
Associate Engineer	\$ 148.00
Senior Engineer	\$ 178.00
Principal Engineer	\$ 188.00

Construction Management

Assistant Construction Manager	\$ 145.00
Associate Construction Manager	\$ 158.00
Senior Construction Manager	\$ 178.00
Principal Construction Manager	\$ 188.00
Senior Construction Inspector (PW)	\$ 140.00
Chief Inspector/Owner's Rep (PW)	\$ 145.00
(PW) Prevailing Wage	

General

Technical/Clerical Support	\$ 78.00	Sub-Consultant	Cost + 10%
Office Engineer	\$ 98.00	Reimbursable Expenses	Cost + 5%
Senior Program Manager	\$ 180.00	Outside Consultant	Cost + 10%

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Prevailing wage rates subject to change each year for multiple year contracts in conjunction with labor increases required by law.

Note 4: For mulityear agreements rates will increase at 2% each year other than prevailing wage as noted above.

PROFESSIONAL STAFF

HOURLY RATE

Staff Professional.....	\$ 125
Senior Staff Professional	\$ 135
Project Professional.....	\$ 145
Senior Project Professional	\$ 155
Senior Professional	\$ 170
Associate	\$ 185
Principal	\$ 215
Senior Principal.....	\$ 240

TECHNICAL AND OFFICE STAFF

Field Technician/Inspector - Non-Prevailing Wage, Straight Time.....	\$ 95
Field Technician/Inspector - Prevailing Wage, Straight Time	\$ 105
Construction Inspector.....	\$ 110
Construction Services Manager	\$ 150
Engineering Assistant.....	\$ 110
Office Assistant.....	\$ 70
Word Processor/Clerical	\$ 75
Laboratory Technician	\$ 75
Technical Assistant/Illustrator	\$ 80
Illustrator II	\$ 85
CADD Operator	\$ 95
GIS Technician	\$ 95
HSE Manager	\$ 160

Overtime Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays 1.5 x straight time
- b. Saturdays over 8 hours or Sundays/holidays..... 2.0 x straight time
- c. Swing or graveyard shift premium 1.3 x straight time

HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS

SMT/Fledermaus	\$ 25/hr
GIS/ACAD	\$ 25/hr
Finite Element/Finite Difference Packages.....	\$ 25/hr

OTHER DIRECT CHARGES

Field vehicle with sampling & logging equipment	\$ 200/day
Basic company vehicle	\$ 100/day
Fee Schedule is subject to periodic revision, typically at the first of the year.	

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT See Separate Schedules

2.0 Reimbursable Expenses. Expenses, other than personnel time charges, that are directly attributable to the performance of our professional services are billed either under separate fee schedules or as follows:

- 2.1 Transportation in personal vehicles at Internal Revenue Service rates.

- 2.2 Authorized travel expenses at cost plus 10 percent.
- 2.3 Direct project expenses, other than travel, including, but not limited to, sample shipment, subcontractors, and outside reproduction, cost plus 10 percent.
- 2.4 Time of external personnel retained for the project is charged at an assigned billing rate comparable to others in our company of corresponding expertise and experience.
- 3.0 Other Services.** Projects may require other services, such as: field exploration, field or laboratory testing, or specialized computer services, which are not covered by this schedule. Fee schedules for other services can be provided upon request.
- 4.0** The above hourly rates apply for California, U.S.A. based projects.

CALIFORNIA PROJECTS LABORATORY AND MATERIALS TESTING

CLASSIFICATION TESTS

Moisture Content (ASTM D2216)	\$ 25
Moisture and Density (ASTM D2937).....	\$ 40
- add for shelby tube with above tests	\$ 25
Reaction with HCl (ASTM D2488).....	\$ 10
Irregular Shape Density (USACE).....	\$ 55
Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318)	\$ 170
Specific Gravity (ASTM D854).....	\$ 120
Organic Content (ASTM D2974)	\$ 100
Sand Equivalent (ASTM D2419)	\$ 95
Sieve Analysis, up to 8 sieves (ASTM D422).....	\$ 120
- add for each additional sieve in stack	\$ 10
- add for coarse fraction (>#4 sieve)	\$ 60
Percent Passing #200 Sieve (ASTM D1140).....	\$ 80
Hydrometer and Sieve (ASTM D422).....	\$ 165
Processing Clay Shales (USACE).....	\$ 75

**Tests listed above include classification
(ASTM D2488 or D2487)**

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	
- up to 8 load increments.....	\$ 300
- additional load increment	\$ 30
Constant Rate of Strain Consolidation	
- to 16 ksf max (ASTM D4186).....	\$ 425
- with intermediate rebound and reload	\$ 500
Expansion Index (ASTM D4829/UBC 29-1).....	\$ 235
Swell and Collapse Tests	
- wet after load, 4 point (ASTM D4546-A).....	\$ 600
- wet after load, 1 point (ASTM D4546-B).....	\$ 160
- load after wet, 1 point (ASTM D4546-C).....	\$ 200

STATIC STRENGTH TESTS

Hand Penetrometer.....	\$ 15
Torvane	\$ 25
Miniature Vane (ASTM D4648)	\$ 50
Miniature Vane with Residual	\$ 55
Unconfined Compression	
- Soil (ASTM D2166)	\$ 110
- Rock, excludes strain (ASTM D7012-C).....	\$ 140
- Rock, with axial strain (ASTM D7012-D).....	\$ 210
- add for radial strain.....	\$ 125
Triaxial Compression	
- Unconsolidated Undrained (ASTM D2850)	\$ 145
- add for back pressure saturation	\$ 90
- *Consolidated Undrained with pore pressure measurements, per point (ASTM D4767)	\$ 440
- *Consolidated Drained, per point (USACE).....	\$ 650
Direct Shear, 3 points, (ASTM D3080).....	\$ 435
- add for residual strength, per point	\$ 50
Point Load Index (ASTM D5731).....	\$ 60

*Multiply single point rate by 2 for up to 3 stages of
consolidated, drained or undrained staged triaxial tests

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, 2-3" Dia. (ASTM D2434).....	\$ 290
Constant Head, 6" Dia. Includes remolding (ASTM D2434)	\$ 375
Flexible Wall (ASTM D5084)	\$ 290
- add for additional effective stress	\$ 100

CLAY PROPERTIES & CHEMISTRY TESTS

Double Hydrometer (ASTM D4221)	\$ 290
Pinhole Dispersion (ASTM D4647)	\$ 270
Crumb Test (ASTM 6572).....	\$ 45
X-Ray Diffraction.....	\$ 300
Soil Chemistry For Corrosion	
(pH, chloride, sulfate, resistivity)	\$ 250
pH (soil or water)	\$ 30

EARTHWORK TESTS

Standard Proctor, 4 points (ASTM D698)	
- 4-inch mold	\$ 210
- 6-inch mold	\$ 245
Modified Proctor, 4 points (ASTM D1557)	
- 4-inch mold	\$ 240
- 6-inch mold	\$ 275
California Impact Compaction (Cal 216)	\$ 250
Moisture - Density Check Point	
- 4-inch mold	\$ 80
- 6-inch mold	\$ 105
- add for rock correction for above	\$ 90
Cement/ Lime Treatment	
- Moisture/Density Relation (ASTM D558)	\$ 280
- Wet & Dry Cycles, 2 spec., (ASTM D559).....	\$ 510
- Strength, w/ molding, (ASTM D1633)	\$ 95
- Est. pH for Stabilization, (ASTM D6276)	\$ 210
Index Density and Unit Weight (ASTM D4253)	
Maximum	\$ 315
Minimum	\$ 135
R-Value (ASTM D2844/Cal 301)	\$ 310
Treated Soil	\$ 325
Aggregate Base.....	\$ 335
Base with Admixture.....	\$ 350
CBR, per point (ASTM D1883).....	\$ 340
Proctor Compaction with above CBR.....	\$ 210
Surcharge for Admixture	\$ 50
Sample Preparation for Soil with PI>20.....	\$ 55

AGGREGATE TESTS

Sieve Analysis (ASTM C136/Cal202)	
- Coarse Aggregate	\$ 70
- add for samples > 5000g	\$ 30
- Fine Aggregate	\$ 120
Sand Equivalent (ASTM D2419/Cal 217).....	\$ 95

Cleanliness Value (ASTM C142/Cal 227).....	\$ 150
Durability Index (ASTM C3744/Cal 229)	
- Coarse Fraction.....	\$ 140
- Fine Fraction	\$ 140
Specific Gravity & Absorption	
- Coarse Aggregate (ASTM C127/Cal206)	\$ 80
- Fine Aggregate (ASTM C128/Cal 207)	\$ 125
% Crushed Particles, per fraction	
(ASTM D5821/Cal 205)	\$ 100
Flat & Elongated Particles (ASTM D4791).....	\$ 180
Uncompacted Void Content of Fine Aggregate (AASHTO T304)	\$ 200
Moisture Content (ASTM C566)	\$ 60
Sulfate Soundness, per fraction	
(ASTM C88/Cal 214)	\$ 125
L.A. Abrasion 500 rev. (ASTM C131/Cal 211)	\$ 215
Percent Passing #200 Sieve (ASTM C117)	\$ 85
Unit Weight and Voids (ASTM C29/Cal 212)	\$ 95
Organic Impurities (ASTM C40)	\$ 50

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560/Cal 366)	\$ 160
Lab Compacted Unit Weight	
- each briquette (Cal 304/Cal 308).....	\$ 110
- surcharge for rubberized AC.....	\$ 20
Unit Weight of AC Cores (Cal 308).....	\$ 65
Theoretical Max. S.G. (Cal 309).....	\$ 150
Extraction and Sieve (ASTM D2172/D5444).....	\$ 315
Asphalt Content by Ignition (Cal 382).....	\$ 150
Calibration Curve for Ignition Test	\$ 300
Slurry Wet Track Abrasion (ASTM D3910)	\$ 70

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
- Each 6x12 or 4x8 Cylinder (ASTM C39)	\$ 30
- Add for Elastic Modulus (ASTM C469)	\$ 185
- Hold or Additional Test	\$ 30
- Light Weight Concrete (CTM 548)	\$ 40
Cylinder Molds with Lids	\$ 8
Compression of Core (ASTM C42)	\$ 90
Shrinkage of Mortar and Concrete 3 Bars	
(ASTM C157).....	\$ 440
Unit Weight of Concrete Cylinders	
- Air-Dried	\$ 30
- Oven-Dried	\$ 40
Shotcrete Panel, Lab Coring & Compression	
- 3 cores (ASTM C42)	\$ 375
Grout and Mortar Compression (ASTM C39)	
- Grout.....	\$ 45
- Mortar	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8	Quote
- 8x12	Quote
- 8x16	Quote
CMU Block Compression (ASTM C140).....	Quote
CMU Absorption & Moisture (ASTM C140).....	\$ 95
Concrete Moisture Emission Test Kit, each	\$ 60
Rebar - Tensile and Bend (ASTM A-370).....	Quote

MISCELLANEOUS LABORATORY TESTS AND CHARGES

Sample Remold Surcharge	\$ 50
Special Processing.....	Hourly Rates
Extrude Tube Sample and Visually Classify.....	\$ 70
Sample Tube Cutting, each cut	\$ 25
Sample Preparation - Non-Routine	\$ 100
Steel Drum - 55 Gallon with Lid	\$ 80
Gas Powered Generator	\$ 80
Shelby Tube with Caps	\$ 45
Addition of Soil Admixtures and Curing	\$ 95
Capping of Strength Test	\$ 40
Weight of Roofing Materials (ASTM D2829).....	\$ 50
Density of Sprayed Fireproofing Materials	\$ 60
Static Friction Test	
- Per Surface Location (ASTM C1028)	\$ 375
Coring Equip/Bit Charge, per half day	\$ 85
Bit Charge - Difficult Materials, per half day	\$ 100
Specimen End Prep	
- Less than 4" Diameter, per cut.....	\$ 12
- 4" to 8" Diameter, per cut	\$ 18
Special Capping of Specimen	\$ 40
Patch or Grout Core Hole	\$ 35
Photograph of Sample	\$ 40
Additional Copies of Photographs	Cost + 15%
Local Site Pick up of Bulk or AC Sample	
- within 30-mile radius, per sample	\$ 60

NOTES:

- 1) Fugro Consultants, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/LEA).
- 2) The following are included at NO CHARGE:
 - a) Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.
 - b) Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
- 3) Rates for other tests and test variations, including mix designs, can be furnished on request.
- 4) Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
- 5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 6) Shipping or other outside costs at cost +15%.
- 7) Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
- 8) Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
- 9) A surcharge of \$1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

Mini RAE (PID/LEL/CO _s) Detector	\$ 150/day
Dynamic or Stainless Steel Penetrometer	\$ 50/day
Brass or Stainless Steel Sample Sleeves	\$ 8/each
Use of 10 Modified Cal. Sleeves	\$ 30/box
Keyed-Alike Locks	\$ 25/each
55-gallon Drum	\$ 80/each
Field Filter	\$ 25/unit
Stainless Steel Hand-Auger Sampler	\$ 50/day
Teflon Tape - 4" roll	\$ 75/roll
Liquinox	\$ 23/bottle
Tyvek	\$ 15/each
Nitrile Gloves	\$ 20/box
Respirator Cartridges	\$ 10/set
Inclinometer Probe and Readout Device	\$ 185/day

Rotary Hammer	\$ 40/day
CPN Corp. Hydroprobe	\$ 75/day
Double-Ring Infiltrometer	\$ 75/day
Downhole Soil Samplers	\$ 75/day
(2½-inch California liner, SPT)	
Kernlevel	\$ 20/day
24-Channel Seismograph	\$ 1500/wk
Instantel Mini Mate Pro4 Vibration Monitor	\$ 150/day
Instantel Mini Mate Pro 6 Vibration Monitor	\$ 200/day
Larsen/Davis LXT Sound Monitor	\$ 120/day
Nuclear Gauge	\$ 50/day
Manometer	\$ 55/day
Asphalt/Concrete Patch	Cost + 15%
Baroid Drilling Fluid Test Kit	\$ 30/day
Conductivity Probe (in situ)	\$ 55/day
Fisher TW-6 Metal Detector	\$ 50/day
Gas Powered 120v Generator	\$ 80/day
Peristaltic Pump	\$ 50/day
Positive Displacement Pump	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 25/day
Pressure Transducer	\$ 75/day
Water Level Indicator	\$ 20/day
Water Sampling Pump	\$ 200/day
(Bladder Pump or Electric Submersible)	
Well Bailer - Standard	\$ 25/day
Well Bailer - Disposable	\$ 15/each
2-inch Diameter Water Meter	\$ 20/day
4-inch Diameter Water Meter	\$ 40/day
Well Cap 2"	\$ 22/each
Digital Camera	\$ 25/day
Field Computer	\$ 30/day
Subcontracted Specialty Equipment	Cost + 15%

**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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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[illegible]

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:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ 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 Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		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 _____	

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: September 03, 2019
- (2) Consultant: MNS Engineers, Inc.
- (3) Services: On-Call Engineering Services
- (4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above
- (5) Agreement Ending Date: September 03, 2022
- (6) Total Agreement Amount: \$750,000
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Greg Chelini, Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|---|---|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| 201 North Calle Cesar Chavez, Suite 300 | 305 West Third Street, East Wing, Third Floor |
| Santa Barbara, CA 93103 | Oxnard, CA 93030 |
| Attn: Greg Chelini, Vice President | Attn: Tatiana Arnaout, Interim City Engineer |
- (11) Contact Emails:
- | | |
|--|--------------------------------|
| <i>CONSULTANT'S PROJECT
MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| gchelini@mnsengineers.com | tatiana.arnaout@oxnard.org |

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. 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. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. 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 subcontractors. 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. 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. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. 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.

14. 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.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

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completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees 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. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. 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. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. 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, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

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omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. 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.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. 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, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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 Consultant shall perform for the City. Except as City's Project Manager specifies in writing, 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. 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.

21. 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,

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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.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

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IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD**MNS ENGINEERS, INC.**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

James Salvito, CEO² _____ Date _____

Greg Chelini, Vice President _____ Date _____

ATTEST:

Michelle Ascencion, 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 sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

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.

SCOPE OF SERVICES EXHIBIT

Construction Management, Inspection and Testing Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management.
2. Constructability Review.
3. Oversight of Construction Surveying and Material Testing.
4. Pre-Job Coordination and Administration Activities.
5. Understanding of standard details and specifications from:
 - a. Caltrans.
 - b. Greenbook.
 - c. APWA.
 - d. AWWA.
 - e. City of Oxnard.
 - f. County of Ventura.
6. Experience in documentation of activities through Daily Inspection Logs.
7. Construction Safety Orders.
8. Best Management Practices.
9. Inspection of:
 - a. Traffic Control.
 - b. Storm Water Prevention Measures.
 - c. General Street Construction.
 - d. Underground Utility Construction.
 - e. Traffic Signal Installation.
 - f. Landscaping and Irrigation Installation.
 - g. Street Striping.
 - h. Pipeline installation: sewer, recycled and potable.
 - i. Wastewater projects.
 - j. Water supply projects.
 - k. Electrical.
 - l. Architectural.
 - m. Major building renovations.
10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard.
11. Understanding of environmental regulations relevant to construction activities.
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects.
13. Additional professional services offered by Consultant.

Engineering Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:
 - a. Bike and pedestrian facilities (bike lanes, pedestrian paths).
 - b. City Park improvements- restrooms, parking lots, service roads.
 - c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis).
 - d. Traffic signal design (new signals, signal modifications, signal synchronization).
 - e. Drainage improvement projects.
 - f. Intersection modifications.
 - g. Pavement maintenance projects.
 - h. Sidewalk infill.
 - i. Alley improvements.
 - j. Pipeline design: sewer, recycled and potable.
 - k. Wastewater projects.
 - l. Water supply projects.
 - m. Electrical.
 - n. Architectural.
 - o. Grant application support.
2. Plan check and peer review.
3. Constructability review.
4. Coordination with utilities, special districts, and public agencies.
5. Preparation of project drawings in CAD.
6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
7. Additional professional services offered by Consultant.

Surveying Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Provide map check, legal description check, corner record preparation and lot line adjustment review services.
2. The map checks shall include, but are not necessarily limited to:
 - a. Review of survey documentation.
 - b. Lot and boundary closure calculations.
 - c. Dedications and easement provisions.
 - d. Legal descriptions and completeness and accuracy of data notation.
 - e. Review of completeness of submittals.
 - f. Document submittal deficiencies and advise the City as necessary.
 - g. Identify any additional reference materials required for a thorough map check.
 - h. Parcel Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450.
 - i. Final Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442.
3. Some of the specific items that shall be reviewed and/or map checked are as follows:
 - a. Title sheet information.
 - b. Current legal descriptions.
 - c. Correct assessor's parcel being subdivided per the Title Report.
 - d. Closure of subdivision boundary and individual lots.
 - e. Verify lot areas.
 - f. Check for correct mathematics.
 - g. Proper delineation and identification of record data.
 - h. All appropriate data in the Title Report is shown on the map.
 - i. Proper reference to adjacent record maps is shown.
 - j. Proper references and ties to found/set monuments are shown. Calculated, recorded, and measured distances agree, or variances are noted on the map.
 - k. Verify ownership shown on the map against the Title Report.
 - l. Compliance with the Subdivision Map act and City of Oxnard Subdivision Ordinance.
4. Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyors' Act, and conformance with current Title Report. Grant Deed, Easement Deed and other document forms that may be included in the review process. Legal description checks shall include, but are not necessarily limited to:
 - a. Closure calculations.
 - b. Legal description completeness.
 - c. Review of completeness of deed exhibit map.
 - d. Document submittal deficiencies and advise the City as necessary.
 - e. Identify any additional reference materials required for a thorough deed check.
 - f. Approval - Sign and stamp legal description legal description.
5. Corner Record Services Component. Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Ventura County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital

improvement project is constructed or reconstructed. Corner record services shall include, but are not necessarily limited to:

- a. Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy.
 - b. Prepare corner records.
 - c. Approve - sign and stamp corner record for filing with County Surveyor's Office.
6. Lot Line Adjustment and Lot Merger Services Component services shall include, but are not necessarily limited to:
- a. Lot line adjustment and Lot Merger documents shall be reviewed or prepared at a minimum for compliance with the City of Oxnard Lot Line Adjustment and Lot Merger Requirements, the Subdivision Map Act, and the Land Surveyor's Act.
 - b. Lot line adjustment and Lot Merger services include, but are not necessarily limited to:
 - i. Review/prepare legal descriptions associated with lot line adjustments.
 - ii. Civil Code 1093 clause on face of Legal description.
 - iii. Acknowledgement (Notary Statement).
 - iv. Exhibit A (Legal description of property being conveyed).
 - v. Exhibit B (Sketch of legal description in Exhibit A).
 - vi. Review/prepare Partial Reconveyance documents.
 - vii. Review/prepare Modified Deed of Trust.
 - viii. Review/prepare Owner's Certificate and Certificate of Holders of Record Title.
 - ix. Review/prepare Notice Document (if applicable).
 - x. Verify ownership shown on documents against the Title Report.
7. Field Services. Complete field services performed at the request of the City shall include, but are not necessarily limited to:
- a. Construction.
 - b. Geodetic Control.
 - c. Boundary.
 - d. Right of way location.
 - e. Monitoring I Subsidence surveys.
 - f. Supplemental Ground Topography
8. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
9. Additional professional services offered by Consultant.

RATES AND COSTS EXHIBIT

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$250
Senior Project/Program Manager.....	235
Project/Program Manager.....	200
Assistant Project/Program Manager 175 Senior Project Coordinator	150
Project Coordinator	120

ENGINEERING

Principal Engineer.....	\$235
Lead Engineer.....	210
Supervising Engineer.....	195
Senior Project Engineer.....	180
Project Engineer.....	165
Associate Engineer.....	150
Assistant Engineer.....	135

SURVEYING

Principal Surveyor.....	\$220
Supervising Surveyor.....	195
Senior Project Surveyor.....	170
Project Surveyor.....	150
Senior Land Title Analyst.....	145
Associate Project Surveyor	135
Assistant Project Surveyor.....	125
Party Chief.....	150
Chainperson	130
One-Person Survey Crew	180

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$250
Senior Construction Manager.....	235
Resident Engineer	200
Structure Representative.....	190
Construction Manager.....	185
Assistant Resident Engineer.....	165
Construction Inspector (PW).....	148
Office Administrator.....	105

TECHNICAL SUPPORT

CADD Manager.....	\$160
Supervising Technician.....	145
Senior Technician.....	130
Engineering Technician	100

ADMINISTRATIVE SUPPORT

Administrative Analyst.....	\$110
IT Technician	105
Graphics/Visualization Specialist.....	95
Administrative Assistant.....	70

GOVERNMENT SERVICES

City Engineer.....	\$200
Deputy City Engineer.....	185
Assistant City Engineer.....	175
Plan Check Engineer.....	160
Permit Engineer.....	140
City Inspector.....	125
City Inspector (PW).....	148
Principal Stormwater Specialist.....	150
Senior Stormwater Specialist	135
Stormwater Specialist	120
Stormwater Technician.....	110
Building Official	150
Senior Building Inspector	138
Building Inspector.....	125
Planning Director.....	185
Senior City Planner.....	160
Assistant Planner.....	145
Senior Grant Writer	160
Grant Writer.....	135

Rates subject to an annual escalation of up to 3%.

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.

SOUTHERN CALIFORNIA PROJECTS PROFESSIONAL AND TECHNICAL FEES

1.0 Analysis, Consultation, and Report Preparation. Fees for Fugro professional services, including project administration and travel time between home office and project locations, are based on the time of professional, technical, and other support personnel directly applied to the project. Personnel participating in judicial proceedings, whether it be expert or witness testimony, delivery of depositions, consultation to legal counsel, or preparation for such, will be billed at \$400 per hour. Rates for overtime (other than as described below), weekend work, and emergency response will be quoted on request.

<u>PROFESSIONAL STAFF</u>	<u>HOURLY RATE</u>
Staff Professional.....	\$ 125
Senior Staff Professional.....	\$ 135
Project Professional	\$ 145
Senior Project Professional.....	\$ 155
Senior Professional.....	\$ 170
Associate	\$ 185
Principal	\$ 215
Senior Principal.....	\$ 240

<u>TECHNICAL AND OFFICE STAFF</u>	
Field Technician/Inspector - Non-Prevailing Wage, Straight Time	\$ 95
Field Technician/Inspector - Prevailing Wage, Straight Time	\$ 105
Construction Inspector	\$ 110
Construction Services Manager	\$ 150
Engineering Assistant	\$ 110
Office Assistant.....	\$ 70
Word Processor/Clerical	\$ 75
Laboratory Technician.....	\$ 75
Technical Assistant/Illustrator	\$ 80
Illustrator II	\$ 85
CADD Operator.....	\$ 95
GIS Technician	\$ 95
HSE Manager	\$ 160
<i>Overtime Rates for Technical and Office Staff:</i>	
a. Saturday or over 8 hours/day during weekdays.....	1.5 x straight time
b. Saturdays over 8 hours or Sundays/holidays	2.0 x straight time
c. Swing or graveyard shift premium	1.3 x straight time

HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS

SMT/Fledermaus.....	\$ 25/hr
GIS/ACAD	\$ 25/hr
Finite Element/Finite Difference Packages.....	\$ 25/hr

OTHER DIRECT CHARGES

Field vehicle with sampling & logging equipment.....	\$ 200/day
Basic company vehicle.....	\$ 100/day
Fee Schedule is subject to periodic revision, typically at the first of the year.	

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT..... See Separate Schedules

2.0 Reimbursable Expenses. Expenses, other than personnel time charges, that are directly attributable to the performance of our professional services are billed either under separate fee schedules or as follows:

2.1 Transportation in personal vehicles at Internal Revenue Service rates.

- 2.2 Authorized travel expenses at cost plus 10 percent.
- 2.3 Direct project expenses, other than travel, including, but not limited to, sample shipment, subcontractors, and outside reproduction, cost plus 10 percent.
- 2.4 Time of external personnel retained for the project is charged at an assigned billing rate comparable to others in our company of corresponding expertise and experience.
- 3.0 **Other Services.** Projects may require other services, such as: field exploration, field or laboratory testing, or specialized computer services, which are not covered by this schedule. Fee schedules for other services can be provided upon request.
- 4.0 The above hourly rates apply for California, U.S.A. based projects.

SOUTHERN CALIFORNIA PROJECTS LABORATORY AND MATERIALS TESTING

CLASSIFICATION TESTS

Moisture Content (ASTM D2216)	\$ 25
Moisture and Density (ASTM D2937)	\$ 40
- add for shelly tube with above tests	\$ 25
Reaction with HCl (ASTM D2488)	\$ 10
Irregular Shape Density (USACE)	\$ 55
Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318)	\$ 170
Specific Gravity (ASTM D854)	\$ 120
Organic Content (ASTM D2974)	\$ 100
Sand Equivalent (ASTM D2419)	\$ 95
Sieve Analysis, up to 8 sieves (ASTM D422)	\$ 120
- add for each additional sieve in stack	\$ 10
- add for coarse fraction (>#4 sieve)	\$ 60
Percent Passing #200 Sieve (ASTM D1140)	\$ 80
Hydrometer and Sieve (ASTM D422)	\$ 165
Processing Clay Shales (USACE)	\$ 75

Tests listed above include classification
(ASTM D2488 or D2487)

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	
- up to 8 load increments	\$ 300
- additional load increment	\$ 30
Constant Rate of Strain Consolidation	
- to 16 ksf max (ASTM D4186)	\$ 425
- with intermediate rebound and reload	\$ 500
Expansion Index (ASTM D4829/UBC 29-1)	\$ 235
Swell and Collapse Tests	
- wet after load, 4 point (ASTM D4546-A)	\$ 600
- wet after load, 1 point (ASTM D4546-B)	\$ 160
- load after wet, 1 point (ASTM D4546-C)	\$ 200

STATIC STRENGTH TESTS

Hand Penetrometer	\$ 15
Torvane	\$ 25
Miniature Vane (ASTM D4648)	\$ 50
Miniature Vane with Residual	\$ 55
Unconfined Compression	
- Soil (ASTM D2166)	\$ 110
- Rock, excludes strain (ASTM D7012-C)	\$ 140
- Rock, with axial strain (ASTM D7012-D)	\$ 210

- add for radial strain

Triaxial Compression	
- Unconsolidated Undrained (ASTM D2850)	\$ 145
- add for back pressure saturation	\$ 90
- *Consolidated Undrained with pore pressure measurements, per point (ASTM D4767)	\$ 440
- *Consolidated Drained, per point (USACE)	\$ 650
Direct Shear, 3 points, (ASTM D3080)	\$ 435
- add for residual strength, per point	\$ 50
Point Load Index (ASTM D5731)	\$ 60

*Multiply single point rate by 2 for up to 3 stages of consolidated, drained or undrained staged triaxial tests

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, 2-3" Dia. (ASTM D2434)	\$ 290
Constant Head, 6" Dia. Includes remolding (ASTM D2434)	\$ 375
Flexible Wall (ASTM D5084)	\$ 290
- add for additional effective stress	\$ 100

CLAY PROPERTIES & CHEMISTRY TESTS

Double Hydrometer (ASTM D4221)	\$ 290
Pinhole Dispersion (ASTM D4647)	\$ 270
Crumb Test (ASTM 6572)	\$ 45
X-Ray Diffraction	\$ 300
Soil Chemistry For Corrosion	
(pH, chloride, sulfate, resistivity)	\$ 250
pH (soil or water)	\$ 30

EARTHWORK TESTS

Standard Proctor, 4 points (ASTM D698)	
- 4-inch mold	\$ 210
- 6-inch mold	\$ 245
Modified Proctor, 4 points (ASTM D1557)	
- 4-inch mold	\$ 240
- 6-inch mold	\$ 275
California Impact Compaction (Cal 216)	\$ 250
Moisture - Density Check Point	
- 4-inch mold	\$ 80
- 6-inch mold	\$ 105
- add for rock correction for above	\$ 90
- Cement/ Lime Treatment	

- Wet & Dry Cycles, 2 spec., (ASTM D559).....	\$ 510
- Strength, w/ molding, (ASTM D1633).....	\$ 95
- Est. pH for Stabilization, (ASTM D6276)	\$ 210
Index Density and Unit Weight (ASTM D4253)	
Maximum.....	\$ 315
Minimum.....	\$ 135
R-Value (ASTM D2844/Cal 301).....	\$ 310
Treated Soil.....	\$ 325
Aggregate Base	\$ 335
Base with Admixture	\$ 350
CBR, per point (ASTM D1883).....	\$ 340
Proctor Compaction with above CBR	\$ 210
Surcharge for Admixture	\$ 50
Sample Preparation for Soil with PI>20.....	\$ 55

AGGREGATE TESTS

Sieve Analysis (ASTM C136/Cal 202)	
-Coarse Aggregate.....	\$ 70
-add for samples > 5000g	\$ 30
-Fine Aggregate	\$ 120
Sand Equivalent (ASTM D2419/Cal 217).....	\$ 95
Cleaness Value (ASTM C142/Cal 227)	\$ 150
Durability Index (ASTM C3744/Cal 229)	
-Coarse Fraction.....	\$ 140
-Fine Fraction	\$ 140
Specific Gravity & Absorption	
-Coarse Aggregate (ASTM C127/Cal 206)	\$ 80
-Fine Aggregate (ASTM C128/Cal 207)	\$ 125
% Crushed Particles, per fraction	
(ASTM D5821/Cal 205)	\$ 100
Flat & Elongated Particles (ASTM D4791)	\$ 180
Uncompacted Void Content of Fine Aggregate (AASHTO T304)	\$ 200
Moisture Content (ASTM C566)	\$ 60
Sulfate Soundness, per fraction	
(ASTM C88/Cal 214)	\$ 125
L.A. Abrasion 500 rev. (ASTM C131/Cal 211)	\$ 215
Percent Passing #200 Sieve (ASTM C117)	\$ 85
Unit Weight and Voids (ASTM C29/Cal 212)	\$ 95
Organic Impurities (ASTM C40).....	\$ 50

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560/Cal 366)	\$ 160
Lab Compacted Unit Weight	
- each briquette (Cal 304/Cal 308)	\$ 110
- surcharge for rubberized AC.....	\$ 20
Unit Weight of AC Cores (Cal 308).....	\$ 65
Theoretical Max. S.G. (Cal 309)	\$ 150
Extraction and Sieve (ASTM D2172/D5444).....	\$ 315
Asphalt Content by Ignition (Cal 382).....	\$ 150
Calibration Curve for Ignition Test	\$ 300
Slurry Wet Track Abrasion (ASTM D3910).....	\$ 70

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
- Each 6x12 or 4x8 Cylinder (ASTM C39)	\$ 30
- Add for Elastic Modulus (ASTM C469)	\$ 185
-Hold or Additional Test.....	\$ 30

- Light Weight Concrete (CTM 548).....	\$ 40
Cylinder Molds with Lids	Moisture/Density Relation
Compression of Core (ASTM C42)	\$ 90
Shrinkage of Mortar and Concrete 3 Bars	
(ASTM C157).....	\$ 440
Unit Weight of Concrete Cylinders	
- Air-Dried.....	\$ 30
- Oven-Dried.....	\$ 40
Shotcrete Panel, Lab Coring & Compression	
- 3 cores (ASTM C42)	\$ 375
Grout and Mortar Compression (ASTM C39)	
- Grout.....	\$ 45
- Mortar.....	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8.....	Quote
- 8x12.....	Quote
- 8x16.....	Quote
CMU Block Compression (ASTM C140).....	Quote
CMU Absorption & Moisture (ASTM C140).....	\$ 95
Concrete Moisture Emission Test Kit, each	\$ 60
Rebar - Tensile and Bend (ASTM A-370).....	Quote

MISCELLANEOUS LABORATORY TESTS AND CHARGES

Sample Remold Surcharge	\$ 50
Special Processing.....	Hourly Rates
Extrude Tube Sample and Visually Classify.....	\$ 70
Sample Tube Cutting, each cut.....	\$ 25
Sample Preparation - Non-Routine	\$ 100
Steel Drum - 55 Gallon with Lid	\$ 80
Gas Powered Generator.....	\$ 80
Shelby Tube with Caps.....	\$ 45
Addition of Soil Admixtures and Curing	\$ 95
Capping of Strength Test.....	\$ 40
Weight of Roofing Materials (ASTM D2829)	\$ 50
Density of Sprayed Fireproofing Materials	\$ 60
Static Friction Test	
- Per Surface Location (ASTM C1028).....	\$ 375
Coring Equip/Bit Charge, per half day.....	\$ 85
Bit Charge - Difficult Materials, per half day	\$ 100
Specimen End Prep	
- Less than 4" Diameter, per cut	\$ 12
- 4" to 8" Diameter, per cut	\$ 18
Special Capping of Specimen.....	\$ 40
Patch or Grout Core Hole	\$ 35
Photograph of Sample	\$ 40
Additional Copies of Photographs	Cost + 15%
Local Site Pick up of Bulk or AC Sample	
- within 30-mile radius, per sample	\$ 60

NOTES:

- 1) Fugro Consultants, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/LEA).
- 2) The following are included at NO CHARGE:
 - a) Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.

- b) Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
- 3) Rates for other tests and test variations, including mix designs, can be furnished on request.
- 4) Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
- 5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 6) Shipping or other outside costs at cost+15%.
- 7) Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
- 8) Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
- 9) A surcharge of \$1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

FIELD INSTRUMENTATION/EQUIPMENT

Mini RAE (PID/LEL/CO ₂) Detector	\$ 150/day
Dynamic or Stainless Steel Penetrometer	\$ 50/day
Brass or Stainless Steel Sample Sleeves	\$ 8/each
Use of 10 Modified Cal. Sleeves	\$ 30/box
Keyed-Alike Locks	\$ 25/each
55-gallon Drum	\$ 80/each
Field Filter	\$ 25/unit
Stainless Steel Hand-Auger Sampler	\$ 50/day
Teflon Tape - 4" roll	\$ 75/roll
Liquinox	\$ 23/bottle
Tyvek	\$ 15/each
Nitrile Gloves	\$ 20/box
Respirator Cartridges	\$ 10/set
Inclinometer Probe and Readout Device	\$ 185/day

Rotary Hammer	\$ 40/day
CPN Corp. Hydroprobe	\$ 75/day
Double-Ring Infiltrometer	\$ 75/day
Downhole Soil Samplers	\$ 75/day
(2½-inch California liner, SPT)	
Kernlevel	\$ 20/day
24-Channel Seismograph	\$ 1500/wk
Instantel Mini Mate Pro4 Vibration Monitor	\$ 150/day
Instantel Mini Mate Pro 6 Vibration Monitor	\$ 200/day
Larsen/Davis LXT Sound Monitor	\$ 120/day
Nuclear Gauge	\$ 50/day
Manometer	\$ 55/day
Asphalt/Concrete Patch	Cost + 15%
Baroid Drilling Fluid Test Kit	\$ 30/day
Conductivity Probe (in situ)	\$ 55/day
Fisher TW-6 Metal Detector	\$ 50/day
Gas Powered 120v Generator	\$ 80/day
Peristaltic Pump	\$ 50/day
Positive Displacement Pump	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 25/day
Pressure Transducer	\$ 75/day
Water Level Indicator	\$ 20/day
Water Sampling Pump	\$ 200/day
(Bladder Pump or Electric Submersible)	
Well Bailer - Standard	\$ 25/day
Well Bailer - Disposable	\$ 15/each
2-inch Diameter Water Meter	\$ 20/day
4-inch Diameter Water Meter	\$ 40/day
Well Cap 2"	\$ 22/each
Digital Camera	\$ 25/day
Field Computer	\$ 30/day
Subcontracted Specialty Equipment	Cost + 15%

INSURANCE EXHIBIT

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 (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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.

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ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

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Consultants		Category								
		Project Management	Engineering	Geotechnical	Traffic Engineering	Surveying	Landscape Architecture and Design	Environmental Planning and Permitting Services	Engineering Plan Review	Construction Management, Inspection and Testing
AECOM	\$750,000		X Pass				X Pass			X Pass
Aspen Environmental Group	\$250,000							X Pass		
Bureau Veritas	\$250,000								X Pass	
COM 3 Consulting	\$250,000	X Pass								
Converse Consultants	\$250,000			X Pass						
CSG Consultants	\$750,000	X Pass	X Pass						X Pass	
Cumming	\$250,000	X Fail								X Pass
Dokken Engineering	\$250,000		X Pass							
ECG	\$500,000		X Pass			X Pass				
Fillipin Engineering	\$250,000	X Fail								X Pass
Fugro USA	\$250,000			X Pass						
Geocon	\$250,000			X Pass						
Huitt Zollars	\$500,000		X Pass			X Pass				
Interwest Consulting Group	\$1,000,000	X Pass			X Pass				X Pass	X Pass
KEH	\$250,000		X Pass							
Kennedy Jenks	\$750,000		X Pass					X Pass		X Pass
Kier and Wright	\$250,000		X Pass							
Kitchell CEM	\$750,000	X Pass	X Pass							X Pass
Leighton Consulting	\$250,000			X Pass						
LIN Consulting	\$250,000				X Pass					
m6 Consulting	\$250,000	X Pass								
Michael Baker International	\$250,000					X Pass				
MNS	\$750,000		X Pass			X Pass				X Pass
NV5	\$1,000,000			X Pass		X Pass			X Pass	X Pass
PCLD	\$250,000						X Pass			
Rincon	\$250,000							X Pass		
RRM	\$250,000		X Pass							
TechnoStruct	\$500,000		X Pass						X Pass	
Transystems	\$250,000		X Pass					X Fail		
Twining	\$250,000			X Pass						
Wallace Group	\$1,000,000		X Pass				X Pass		X Pass	X Pass
Yeh and Associates	\$250,000			X Pass						



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.9.**

DATE: September 3, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Grant Resolution for the Ormond Beach Community Restoration Project.

RECOMMENDATION

That the City Council:

1. Adopt a resolution authorizing the Public Works Director to negotiate and execute Agreement No. 8771-19-PW (State of California Grant Agreement No. 19-010) for the Ormond Beach Community Restoration Project; and
2. Appropriately awarded grant funds in the amount of \$30,000 to the Public Works Department's Ormond Beach Community Restoration at Perkins Road project, State / Local Grant Fund (219) to implement the Ormond Beach Community Restoration Project.

BACKGROUND

The State Coastal Conservancy Community Wetland Restoration Grant Program provides funding for community-based restoration projects in coastal wetlands and along coastal stream corridors. The goals of the program are to 1) build local capacity to plan and implement wetland restoration projects; 2) promote community involvement in wetland restoration activities; and 3) foster education about wetland ecosystems. The project area contains unique upland and beach habitats of Ormond Beach.

DISCUSSION

City staff applied to the program in February 2019 for the maximum amount of \$30,000. Due to the amount of the application, the grant application was submitted upon the approval of the City Manager. Therefore, this submittal did not require the standard grant application approval process to be taken by the City Council pursuant to City Resolution No. 12,053. However, this Grantor requires that a specific resolution be approved by the City Council approving the award of grant funding, and authorizing the execution of a grant agreement by the appropriate representative of the City. This requirement results in a deviation from the standard grant application procedure for applications submitted on approval of the City Manager because of the required resolution. The funding will be used to remove trash and debris at Ormond Beach, remove invasive plants and plant native plants.

The City was awarded the grant, which requires a resolution to authorize execution of the grant agreement. The grant focuses on community-based restoration projects. The City proposed to utilize City Corps trainees and hold community workdays to offer hands-on community involvement within the wetland ecosystems which will include school children and residents from the community. All participants involved in the native plant replanting and invasive plant removal will be overseen by a qualified biologist.

STRATEGIC PRIORITIES

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

\$30,000 has been awarded by the State Coastal Conservancy for this project and requires no matching funds. This item recognizes and appropriates state grant revenue in the amount of \$30,000 to the Public Works Department's Ormond Beach Community Restoration at Perkins Road project, State / Local Grant Fund (219).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Humel, Grants Specialist

ATTACHMENTS

1. Resolution_Final
2. Agreement Draft
3. Budget Appropriation Ormond Beach Grant

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 APPROVING THE GRANT OF FUNDS FROM THE STATE COASTAL CONSERVANCY
 FOR THE ORMOND BEACH COMMUNITY RESTORATION PROJECT

WHEREAS, the Legislature of the State of California has established the State Coastal Conservancy ("Conservancy") under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

WHEREAS, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy's Strategic Plan and that best achieve the Conservancy's statutory objectives, in light of limited funding.

WHEREAS, at its May 16, 2019 meeting, the Conservancy adopted a resolution authorizing a grant to the City of Oxnard ("grantee") for the Ormond Beach Community Restoration Project ("the project"). The resolution was adopted by the Conservancy pursuant to and is included in the Conservancy May 16, 2019 staff recommendation, a copy of which is on file with the grantee and with the Conservancy.

WHEREAS, the Conservancy requires that the governing body of the grantee certify through a resolution that it approves the award of Conservancy grant funding and authorizes the execution by a representative of the grantee of a grant agreement on terms and conditions required by the Conservancy grant agreement no. 19-010.

NOW, THEREFORE, be it resolved that the grantee hereby:

1. Approves the award of grant funding from the Conservancy for the project.
2. Acknowledges that it has or will have sufficient funds to complete the project and, if any property is acquired as part of the project to operate and maintain the property, and, if any facilities are constructed as a part of the project, to operate and maintain the facilities for a reasonable period, not less than the useful life of the facilities.
3. Agrees to be bound by all terms and conditions of the grant agreement and any other agreement or instrument as may be required by the Conservancy and as may be necessary to fulfill the terms of the grant agreement and to complete the project.
4. Authorizes any person holding any of the following positions with the grantee to act as a representative of the grantee, to negotiate and execute on behalf of the grantee all agreements and instruments necessary to complete the project and to comply with the Conservancy's grant requirements, including, without limitation, the grant agreement: Public Works Director or designee, the Finance Director or designee.

PASSED AND ADOPTED _____, 2019.

I, Michelle Ascencion, the undersigned, hereby certify that the above Resolution No. _____ was duly adopted by the grantee by the following roll call vote:

Ayes:

Noes:

Absent:

Tim Flynn, Mayor

Attest: _____
Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

STATE OF CALIFORNIA

STANDARD AGREEMENT

Std.2 (Grant - Rev 01/18)

AGREEMENT NUMBER	ITEM #1-9	AM NO
19-010		
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO		
95-6000756		

THIS AGREEMENT, made and entered into this _____ day of _____, 2019
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	
Executive Officer	State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME		
City of Oxnard		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

SCOPE OF AGREEMENT

Pursuant to Chapters 3 and 6 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of Oxnard ("the grantee") a sum not to exceed \$30,000 (thirty thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds to undertake the Ormond Beach Community Restoration ("the project") for the Ormond Beach area of the City of Oxnard, as shown in Exhibit A, which is incorporated by reference and attached.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE		
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Oxnard		
BY (Authorized Signature) 		BY (Authorized Signature) 		
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Rosemarie Gaglione, Public Works Director		
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 305 West Third Street Oxnard, CA 93030 Phone: (805) 271-2231		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$30,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Local Assistance	FUND TITLE/PROP NO. Safe Drinking Water, Water Quality and Supply,...(Prop 84)		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-605100008(B0622)	CHAPTER 29/30	STATUTE 2018	FISCAL YEAR 18/19
TOTAL AMOUNT ENCUMBERED TO DATE \$30,000.00	PROJECT NAME Ormond Beach Community Restoration			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 		DATE		
☐ GRANTEE ☐ ACCOUNTING ☐ PROJECT MANAGER ☐ CONTROLLER ☐ STATE AGENCY				

I certify that this agreement is exempt from Department of General Services' approval.

Erlinda Corpuz
Procurement and
Contracts Manager

City of Oxnard
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SCOPE OF AGREEMENT (Continued)

The project consists of removing at least 10 tons of trash and debris remaining from the homeless encampment sites that were removed in January 2019, and planting native plants. The grantee's City Corps trainees will remove the trash and debris, cut and remove invasive plants, and prepare the planting sites. Native replanting will be done by the grantee's City Corps program and the grantee's After School Education and Safety Program, and City of Oxnard residents.

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

TERM OF AGREEMENT

This agreement is effective when signed by both parties, and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through June 30, 2034 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by February 28, 2021 ("the completion date"), and the final Request for Disbursement should be submitted no later than March 31, 2021.

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Standard Provisions

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The authorized body of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. If grantee intends to retain contractors, all contractors retained in connection with the project.
 - c. A plan for acknowledging Conservancy funding consistent with the "CONSERVANCY ACKNOWLEDGMENT" section below.
3. The grantee has provided written evidence to the Conservancy that:
 - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.
 - b. If permits or other approvals are required for the project, all permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its May 16, 2019 meeting, the Conservancy adopted the resolution attached as Exhibit B. This agreement is executed under that authorization.

City of Oxnard
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WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. The specific tasks to be performed and any project plans.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor-selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

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CONSERVANCY ACKNOWLEDGMENT

The grantee shall submit, for Executive Officer written approval, a plan to acknowledge Conservancy funding that provides for the grantee to acknowledge the Conservancy funding. Such acknowledgement may be included in the grantee's project-related press releases, contacts with the media, and social media postings, on its website, and through the installation of signs. The grantee shall implement the plan as approved by the Executive Officer.

WORK PRODUCTS

If material, data, information, and written, graphic or other work (collectively referred to as "work products") is produced, developed or acquired under this agreement, the Conservancy shall have the unqualified and unconditional right to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work products created under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less five percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the five percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

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COSTS AND DISBURSEMENTS (Continued)

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy, and specified in the approved Work Program budget, shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

City of Oxnard
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EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided the grantee submits a revised budget prior to requesting disbursement based on the revised budget. Any deviation greater than ten percent or any change from the approved budget for overhead or indirect costs must be identified in a revised budget and approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. Documentation that the grantee has implemented and completed the approved plan for acknowledgement of Conservancy funding.
3. A fully executed final "Request for Disbursement."

Within thirty days of the grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

INSPECTION

Through-out the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

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MAINTENANCE

The grantee shall manage and maintain the project throughout the term of this agreement in a manner consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all costs incurred to comply with the requirements of this section; the Conservancy is not responsible for any cost of use, maintenance, management, or operation.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

The Conservancy may suspend or terminate this agreement prior to the termination date for any reason by providing the grantee with seven days' written notice of intent to terminate or suspend. Upon receipt of Conservancy notice of intent to terminate or suspend, grantee shall immediately stop work under the agreement and take all reasonable measures to prevent the incurring of further costs.

If the Conservancy terminates or suspends the agreement, the Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice of intent to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

If grantee is obligated to produce work products under this agreement, on or before the date of termination of the agreement under this section, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

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INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys' fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. If the grantee is a public entity, this agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 *et seq.*

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors or omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage occurrence basis (Form CG 00 01 or comparable).

City of Oxnard
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Page 10

INSURANCE (Continued)

- b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (covering owned, hired and no-owned autos). If the project will utilize multiple-passenger commercial vehicles, such as bus or van (i.e. common carrier vehicle(s)): coverage consistent with California Public Utilities Commission General Orders 101E, 115F and 160A and minimum limits below.
- c. Workers Compensation and Employer's Liability – Grantee shall maintain statutory worker's compensation for all its employees who will be engaged in the performance of this grant, and employer's liability coverage with limits of \$1,000,000. By signing this agreement, grantee acknowledges compliance with these regulations.

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i>	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage. If the project will utilize multiple-passenger commercial transportation vehicles, such as bus or van (i.e. common carrier vehicle(s)): \$5,000,000 per vehicle or such lower limits as are allowed by the applicable CPUC General Order.
c. Worker's Compensation and Employer's Liability:	Worker's compensation as required by law, and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.

- 3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

City of Oxnard
 Grant Agreement No. 19-010
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INSURANCE (Continued)

4. Required Provisions Concerning the Conservancy and the State of California.
 - a. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. The grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - b. The general liability, automobile liability and vessel liability policies are to be endorsed to contain, the following provisions:
 - 1) The State of California, its officers, agents and employees are to be covered as additional insureds, but only with respect to activities conducted relative to this grant agreement. The additional insured endorsements are to be provided.
 - 2) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - 3) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers approved to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, including the required loss payee and additional insured endorsements, effecting coverage required for adding the Conservancy and the State of California as additional insureds. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

City of Oxnard
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INSURANCE (Continued)

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in an amount no less than \$1,000,000 is required in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

City of Oxnard
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COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 11100 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 .1 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the

City of Oxnard
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PREVAILING WAGE (Continued)

performance of any part of the project and otherwise comply with all associated requirements and obligations.

This agreement is funded in whole or in part with funds from the “Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006” (“Proposition 84”). Section 75075 of the Public Resources Code imposes on a body awarding any contract for a public works project financed in any part with Proposition 84 funds responsibility for adoption and enforcement of a “labor compliance program” under Labor Code section 1771.5(b). Regulations implementing Section 1771.5(b) include Title 8, California Code of Regulations, Division 1, Chapter 8, Subchapter 4.

The grantee may review the Conservancy’s publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request. This publication is for grantee’s informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee’s project is subject to prevailing wage laws.

DRUG-FREE WORKPLACE

The grantee’s signature on this agreement constitutes the certification required by Government Code Section 8355, which requires that all state grantees provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions that will be taken against employees for violations of the prohibition.
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person’s or organization’s policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - d) The penalties that may be imposed upon employees for drug abuse violations.
- 3) Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

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UNION ORGANIZING

By signing this agreement, grantee acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee shall not assign its rights or delegate its obligations under this agreement, in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

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LOCUS

This agreement is deemed to be entered into in the County of Alameda.

SURVIVAL

The obligations in the “WORK PRODUCTS” and “INDEMNIFICATION AND HOLD HARMLESS” sections, above, shall survive the termination of this agreement.

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COASTAL CONSERVANCY

Staff Recommendation
May 16, 2019

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

Project No. 12-026-02
Project Manager: Evyan Sloane

RECOMMENDED ACTION: Authorization to disburse up to \$184,700 to one public entity and six nonprofit organizations for seven community-based natural resource restoration and enhancement projects in Southern California coastal wetlands and watersheds in Ventura, Los Angeles, Orange, and San Diego counties.

LOCATION: Ventura, Los Angeles, Orange and San Diego counties coastal wetlands and watersheds.

PROGRAM CATEGORY: Coastal Education, Resource Enhancement

EXHIBITS

Exhibit 1: Project Locations Map

Exhibit 2: Sample Project Photos

Exhibit 3: Project Letters

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31119, 31251-31270 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement of up to one hundred eighty-four thousand seven hundred dollars (\$184,700) to one local government and six nonprofit organizations for seven community-based natural resource restoration and enhancement projects in Ventura, Los Angeles, Orange, and San Diego counties, as more specifically described in the accompanying staff recommendation. These authorizations are subject to the following conditions:

1. Prior to the disbursement of funds for each project, each project grantee shall submit for the review and approval of the Conservancy’s Executive Officer:
 - a. A work program, including project tasks, schedule and budget;
 - b. Names and qualifications of all contractors to be employed on the project; and
 - c. Evidence that all necessary permits and approvals for the project have been obtained.

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

- d. If the project site is not owned by the grantee, evidence that the grantee has entered into landowner agreements sufficient to enable the grantee to implement the project.”

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and the attached exhibit, the State Coastal Conservancy hereby finds that:

1. The proposed project is consistent with the current Project Selection Criteria and Guidelines.
2. The proposed authorization is consistent with the purposes and objectives of Chapters 3 and 6 of Division 21 of the Public Resources Code, regarding undertaking educational projects for K-12 students relating to the coastal resources (Ch.3) and enhancement of coastal resources (Ch.6).
3. Ventura Land Trust, Will Geer’s Theatricum Botanicum, Bolsa Chica Conservancy, Earth Discovery Institute, Living Coast Discovery Institute, and San Diego Audubon Society all are nonprofit organizations qualified under Section 501 (c) (3) of the United States Internal Revenue Code. The purposes of these nonprofit organizations are consistent with Division 21 of the Public Resources Code.
4. Consistent with Public Resources Code Section 31117, the Santa Monica Mountains Conservancy supports the “Topanga Creek’s Theater of Plants” project located in the Santa Monica Mountains Zone.

PROJECT SUMMARY:

Staff recommends that the Conservancy authorize the disbursement of up to \$184,700 to one local government and six nonprofit organizations to implement seven community-based resource restoration and enhancement projects along the Southern California coast (Exhibit 1) as part of the 2019 Community Wetland Restoration Grant Program (CWRGP).

CWRGP is a Conservancy program to provide funding annually for community-based wetland and riparian enhancement and restoration projects in coastal wetlands and watersheds in the Southern California region. The purpose of CWRGP is to further the wetland recovery goals for Southern California as set forth in the Southern California Wetlands Recovery Project (WRP) *Regional Strategy* (2018); build local capacity to plan and implement wetland restoration projects; promote community involvement in wetland restoration activities; and foster education about wetland ecosystems. Projects funded through the program must include educational and community involvement elements as strong components of the project.

The Conservancy typically funds approximately 10 CWRGP projects per year with an annual allocation to the CWRGP of approximately \$300,000. Each January, the Conservancy solicits CWRGP proposals from nonprofit organizations, universities, tribes, and agencies eligible to apply to the CWRGP. Proposals are reviewed by a technical advisory committee that includes staff from the Conservancy, Earth Island Institute, the Wildlife Conservation Board, and other agencies that participate in the WRP. Projects are selected by late spring with the work beginning in late summer or early fall. Projects funded through the CWRGP are designed to be

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

completed in one to two years. The total amount recommended for this authorization is expected to fund one year of the grant cycle.

Project selection for the 2019 CWRGP was completed in February 2019. Of this year's projects, six were proposed by nonprofit organizations and one by a city government. The seven projects recommended for funding this year are as follows:

Ventura County

Ormond Beach Community Restoration at Perkins Road

The project area contains unique upland and beach habitats of Ormond Beach. However, the site has several challenges that impact its habitat and recreation value such as proximity to a Superfund site, prior use of the site as a homeless encampment, and invasive plants (Exhibit 2). The project area is broken into 3 segments: the island, the triangle, and the beach. The proposed project will address the impacts to habitat by removing invasive plants in the area, removing at least 10 tons of trash and debris remaining from the homeless encampment sites that were removed in January 2019, and planting native plants. City Corps trainees will remove the trash and debris, cut and remove invasive plants, and prepare the planting sites. Native replanting will be done by the City of Oxnard's City Corps program and the City of Oxnard's After School Education and Safety Program, and residents.

Site Description: This project site is located at the south terminus of Perkins Road in southern Oxnard and is owned and managed by the City of Oxnard. The project area has a number of challenges that impact its habitat and recreational value. The site is adjacent to the Halaco Superfund site, and the site suffers from illegal encampments and invasive plants that threaten sensitive habitat for the nesting of two endangered bird species, the Western Snowy Plover (*Charadrius nivosus nivosus*) and the Belding's Savannah Sparrow (*Passerculus sandwichensis*). Existing plant communities at the site include coastal strand, coastal salt/freshwater marsh, and coastal sage scrub. These communities have been invaded by non-native plants including Wattles (*Acacia* sp.), Ngaio tree (*Myoporum laetum*), Saltcedar (*Tamarisk ramosissima*), Pampas Grass (*Cortaderia jubata*), Bottlebrush (*Callistemon citrinus*), *Carpobrotus* sp. and Iceplant (*Mesembrianthemum* sp.) and other species. The site is adjacent to the seasonal lagoon formed at the confluence of the Ormond Lagoon Waterway (formerly the J Street Drain), tšumaš Creek (Chumash Creek - formerly the Oxnard Industrial Drain), and Bubbling Springs, a stormwater channel that provides drainage from Bard Road.

Total Project Cost: \$30,000

Grant Amount: \$30,000

Grantee: City of Oxnard

Enabling Legislation: Chapters 3 and 6: Educational Programs and Resource Enhancement

Strategic Plan: The proposed project will further the following strategic objectives:

- Goal 4, objective 4A by supporting educational programs and interpretive events.
- Goal 6, objective 6B and 6D by enhancing coastal watersheds and wetlands.

Conservancy Funding Source: Proposition 84, Public Resources Code section 75001, et seq.

CEQA: The proposed project is categorically exempt under 14 California Code of Regulations

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(CCR) Section 15304, which exempts minor alterations of the land, water and/or vegetation that do not involve removal of healthy, mature, scenic trees. It is also categorically exempt under 14 CCR Section 15333 (small habitat restoration projects) because it is a small-scale habitat restoration project that meets all exemption criteria.

Lower Ventura River Habitat Restoration

The proposed project addresses critical invasive species dominance in the lower Ventura River, specifically at Willoughby Preserve and the Ventura River Estuary (see project photos in Exhibit 2). By activating their extensive volunteer network, Ventura Land Trust staff will 1) clear *Arundo* and other invasive species across the two parcels in order to mitigate the destructive impacts of invasive plants and allow space for native species to establish and 2) contract with a third-party service provider for treatment of the *Arundo* rhizome to ensure proper removal techniques for this persistent invasive. The project includes providing volunteers with trainings about invasive species impacts and removal strategies and providing for the project areas to be surveyed by biologists prior to removal days to ensure that bird nests are not impacted by the project activities.

Site Description: The Lower Ventura River Habitat Restoration Project site is broken into two parcels composed of both riparian and estuarine habitat and owned by the City of San Buenaventura and the Ventura Hillside Conservancy. The eastern portion of the project site, Willoughby Preserve, is a terraced riparian corridor dominated by willow trees, mule fat, and coyote brush. At times of significant rainfall, Willoughby Preserve can be completely covered in water, although this type of flooding only happens once or twice a year. Invasive species at Willoughby Preserve include *Arundo* (*Arundo donax*), tree tobacco (*Nicotiana glauca*), common fennel (*Foeniculum vulgare*), and castor bean (*Ricinus communis*). The lower terrace at Willoughby is mostly exposed stream channels with sizeable river rocks and everchanging paths due to flood events. The upper terrace is more densely populated with native and invasive species. The southwestern portion of the project site, Ventura River Estuary, is a classic Southern California estuary with exceptionally valuable wetland habitat and ecological resource. The project site changes with the seasons, from an enclosed lagoon in dry season to a flowing river in wet seasons. Large swaths of *Arundo* have sprouted along the southern edge of the estuary, near the Ventura-Ojai bike path.

Total Project Cost: \$57,200

Grant Amount: \$19,600

Grantee: Ventura Land Trust

Enabling Legislation: Chapters 3 and 6: Educational Programs and Resource Enhancement

Strategic Plan: The proposed project will further the following strategic objectives:

- Goal 4, objective 4A by supporting educational programs and interpretive events that improve public understanding.
- Goal 6, objective 6B and 6D because the proposed project will enhance coastal wetlands/stream corridors and objective 6E because the project will enhance fish passage by removing invasive *Arundo donax* that chokes stream channels and creates debris that impedes fish travel.

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Conservancy Funding Source: Proposition 84, Public Resources Code section 75001, et seq.

Matching Funds: The grantee will provide thirty-seven thousand six hundred dollars (\$37,600) to the project.

CEQA: The proposed project is categorically exempt under 14 California Code of Regulations (CCR) Section 15304, which exempts minor alterations to land that do not remove healthy, mature and scenic trees. Revegetation activities will improve habitat for wildlife, or native fish and reduce or eliminate erosion and sedimentation. It is also categorically exempt under 14 CCR Section 15333, which exempts small habitat restoration projects, because it is a small-scale habitat restoration project that meets all exemption criteria.

Los Angeles County

Topanga Creek's Theater of Plants

This project will enhance 1.16 acres along 700 linear feet of Topanga Creek riparian wetland habitat by utilizing a community volunteer network to 1) remove non-native invasive plants such as *Arundo* (*Arundo donax*), English ivy (*Hedera helix*), Smilo grass (*Stipa milieacea*), and Periwinkle (*Vinca minor*) and 2) plant native trees and understory in its place. The project will incorporate information on good stewardship practices, the threat of non-native invasive plants and the importance of native riparian wetland vegetation, into its existing education programs and develop new interpretive panels. This information will reach the ~30,000 annual visitors to the Theatricum.

Site Description: The Topanga watershed is a coastal watershed of the Santa Monica Mountains. Topanga Creek flows north to south through the village of Topanga. The project area is 1.16 acre of Topanga Creek riparian wetland habitat located on the Will Geer's Theatricum Botanicum ("Theatricum") property. The project area contains remnant populations of its pre-disturbance condition – heritage coast live oaks and sycamores tower over an understory dominated by *Arundo* (*Arundo donax*), *Vinca* sp. and other non-native plants. Streambanks are littered with concrete rubble. The upper floodplain terraces are utilized for human uses, including a major road on one side, on the other open space areas serving the needs of the theatrical performance and education center.

Total Project Cost: \$46,475

Grant Amount: \$28,800

Grantee: Will Geer's Theatricum Botanicum

Enabling Legislation: Chapters 3 and 6: Educational Programs and Resource Enhancement

Strategic Plan: The proposed project will further the following strategic objectives:

- Goal 4, objective 4A by supporting educational programs and interpretive events and 4B through the installation of interpretive panels.
- Goal 6, objective 6A and 6D by enhancing coastal wetland/stream corridors and coastal watersheds.

Funding Source: State Coastal Conservancy (Proposition 84, Public Resources Code section 75001, et seq.)

Matching Funds: A private partner, the Environmental Restoration Group, will provide three

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

thousand five hundred dollars (\$3,500) in matching funds and the grantee will provide fourteen thousand one hundred seventy-five dollars (\$14,175) in in-kind support to the project.

CEQA: The proposed project is categorically exempt under 14 California Code of Regulations (CCR) Section 15304, which exempts minor alterations to land that do not remove healthy, mature and scenic trees. It is also categorically exempt under 14 California Code of Regulations (CCR) Section 15333, which exempts small habitat restoration projects, because it is as small-scale habitat restoration project that meets all exemption criteria.

Orange County

Rabbit Island Restoration and Education Initiative

The proposed project will protect and restore a coastal wetland ecosystem by enhancing a diverse salt marsh and dune habitat conducive to supporting an array of native plants and wildlife. This will be achieved through the removal of non-native and invasive plants, especially highway Iceplant (*Carpobrotus edulis*), and the installation of California cordgrass (*Spartina foliosa*) by community-based volunteers, school groups, and at-risk youth organizations. Volunteers will also assist with the creation of five nesting rafts for Ridgway's rails (*Rallus obsoletus*). At the volunteer service events, the Bolsa Chica Conservancy will present information on the history, ecology and overall importance of the land and restoration.

Site Description: The proposed project site is a ~2-acre infested dune area on a 55-acre island in the Bolsa Chica Ecological Reserve known as Rabbit Island. The land is primarily composed of salt marsh habitat (39-acres) that includes mudflats with lesser amounts of coastal strand habitat (16-acres). Having once been isolated from tidal influence, the island is now exposed to a full tidal regime, flooding with salt water twice a day, providing healthy foraging and hunting area for shore and wetland birds, such as California Ridgway's rail (*Rallus obsoletus obsoletus*), and the state endangered Belding's savannah sparrow (*Passerculus sandwichensis beldingi*). Historically, 40% of the island's coastal strand habitat was covered with invasive plant species, much of which was highway iceplant (*Carpobrotus edulis*). Rabbit Island serves as habitat for coast woolly heads (*Nemacaulis denudata var denudata*) and estuary seablite (*Suaeda esteroa*), species of plant that the California Native Plant Society (CNPS) lists under the California Rare Plant Ranking (CRPR) 1B.2, denoting a rare/endangered status in California. The Bolsa Chica Ecological Reserve is owned by the California Department of Fish and Wildlife.

Total Project Cost: \$144,500

Grant Amount: \$25,000

Grantee: Bolsa Chica Conservancy

Enabling Legislation: Chapters 3 and 6: Educational Programs and Resource Enhancement

Strategic Plan: The proposed project will further the following strategic objectives:

- Goal 4, objective 4A by supporting educational programs and interpretive events that improve public understanding and promote stewardship of coastal resources.
- Goal 6, objective 6A and 6D by enhancing coastal wetland areas and watersheds.

Funding Source: State Coastal Conservancy (Proposition 84, Public Resources Code section 75001, et seq.)

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

Matching Funds: The grantee will provide ninety-four thousand five hundred dollars (\$94,500) and the Orange County Community Foundation will provide twenty-five thousand dollars (\$25,000) in matching funds to the project.

CEQA: The proposed project is categorically exempt under 14 California Code of Regulations (CCR) Section 15304, which exempts minor alterations to land that do not remove healthy, mature and scenic trees. It is also categorically exempt under 14 California Code of Regulations (CCR) Section 15333, which exempts small habitat restoration projects, because it is as small-scale habitat restoration project that meets all exemption criteria.

San Diego County

Sweetwater Stewards: Community River Restoration

The proposed project consists of river habitat restoration along the Sweetwater River on the San Diego National Wildlife Refuge by Earth Discovery Institute (EDI) in partnership with the U.S. Fish and Wildlife Service. Native habitat in the project area has been altered by removal of native oaks from the uplands and riparian areas and by agriculture immediately adjacent to the river. Restoration will be achieved through removal of invasive plants and planting of acorns and native understory plants. The planting will be carried out by students from Title I schools, with support from community volunteers and restoration contractors. The project includes providing pre-restoration training and education to the students and volunteers. Contractors will remove invasive species prior to revegetation and irrigate newly planted native species.

Site Description: The San Diego National Wildlife Refuge (SDNWR) encompasses 12,000+ acres in inland southern San Diego County, managed by the U.S. Fish and Wildlife Service (FWS). The project will take place at the Sweetwater River unit of the SDNWR, along the Sweetwater River in Rancho San Diego/Spring Valley. The project area includes approximately 3 acres of oak-willow-sycamore riparian corridor along the southeast bank of the river. With EDI and others, FWS has partnered to begin restoration invasive plant removal, native planting, and trail and signage improvements. The area is used by hikers, mountain bikers, equestrians, dog-walkers, wildlife-watchers, and photographers.

Total Project Cost: \$41,900

Grant Amount: \$30,000

Grantee: Earth Discovery Institute

Enabling Legislation: Chapters 3 and 6: Educational Programs and Resource Enhancement

Strategic Plan: The proposed project will further the following strategic objectives:

- Goal 4, objective 4A by supporting educational programs and interpretive events that improve public understanding and promote stewardship of coastal resources.
- Goal 6, objective 6A and 6D by enhancing riparian stream corridors and coastal watersheds.

Funding Source: State Coastal Conservancy (Proposition 84, Public Resources Code section 75001, et seq.)

Matching Funds: The grantee will provide eleven thousand three hundred dollars (\$11,300) and the U.S. Fish and Wildlife Service will provide three thousand dollars (\$3,000) in matching funds to the project.

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CEQA: The proposed project is categorically exempt under 14 California Code of Regulations (CCR) Section 15304, which exempts minor alterations of the land, water and/or vegetation that do not remove mature, healthy, scenic trees. It is also categorically exempt under 14 CCR Section 15333, which exempts small habitat restoration projects, because it is as small-scale habitat restoration project that meets all exemption criteria.

Sweetwater Marsh Community Restoration Project

Partnering with U.S. Fish and Wildlife Service (USFWS), the Living Coast Discovery Center (LCDC) Sustainability Team will restore native habitat to a critical location along the Sweetwater River basin. The project includes 1) an area assessment by the grantee and partners, and 2) weeding of non-native ice plant species and re-planting of native coastal wetland species through a series of community-volunteer based restoration events (photos of project area in Exhibit 2). The project includes education of the volunteers on threats to healthy watersheds, including use of the curriculum used in LCDC's existing climate science education (Living Labs program) which provides interactive, age-appropriate climate science lessons for K-12 students.

Site Description: The proposed restoration would occur near the southeast corner of the D Street Fill, located on the outskirts of the 316-acre San Diego Bay National Wildlife Refuge (NWR) Sweetwater Marsh Unit. The D Street Fill is to the west of Interstate 5 and south of the Sweetwater River flood control channel in Chula Vista, CA. The site is in close proximity to important nesting grounds for endangered California least terns (*Sterna antillarum browni*).

Total Project Cost: \$34,700

Grant Amount: \$30,000

Grantee: Living Coast Discovery Center

Enabling Legislation: Chapters 3 and 6: Educational Programs and Resource Enhancement

Strategic Plan: The proposed project will further the following strategic objectives:

- Goal 4, objective 4A by supporting educational programs and interpretive events that improve public understanding and promote stewardship of coastal resources.
- Goal 6, objective 6A and 6D by enhancing coastal wetlands and watersheds.

Funding Source: State Coastal Conservancy (Proposition 84, Public Resources Code section 75001, et seq.)

Matching Funds: The grantee will provide four thousand seven hundred dollars (\$4,700) in matching funds to the project.

CEQA: The proposed project is categorically exempt under 14 California Code of Regulations (CCR) Section 15304, which exempts minor alterations of the land, water and/or vegetation that do not remove, mature, healthy, scenic trees. It is also categorically exempt under 14 CCR Section 15333, which exempts small habitat restoration projects, because it is as small-scale habitat restoration project that meets all exemption criteria.

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

Crown Point Bank Restoration at Kendall Frost Marsh Reserve

Mission Bay has been massively altered over the last 200 years, especially in the 1940's and 50's when recreation became the focus of the park. As part of the effort to restore some of that lost habitat and its ecosystem services and community benefits, San Diego Audubon and the UC Natural Reserve System have partnered on projects for decades that seek to enhance and increase the wetland complex in the northeast corner of Mission Bay. The proposed project consists of 1) contracting with surveyors to undertake a site delineation to identify key invaded areas on the project site, and 2) using community and Urban Corps volunteers to both remove invasive species and revegetate the area with native species that have either been cultivated on-site or custom grown from a commercial grower. The project includes educating the volunteers not only the specific species of plants being planted or removed, but also about larger principles of ecology and the practice of conservation in San Diego County.

Site Description: This project will take place on a 0.3-acre portion of the western edge of the Kendall-Frost Mission Bay Marsh Reserve. The Reserve is the last remaining wetland habitat in the northeast portion of Mission Bay. Prior to development, Mission Bay supported an estuarine complex of approximately 4,000 acres, of which only about 1% remains as tidal wetland today. The Kendall-Frost Reserve is one of four reserves owned by the City of San Diego and managed by the University of California at San Diego (UCSD) Natural Reserve System (NRS) and occupies 16 acres of a total 40-acre contiguous wetland habitat. Two City of San Diego-owned parcels comprise the remainder of the contiguous wetland, the Frost parcel and the Northern Wildlife Preserve. Habitats include restored coastal sage scrub, south coastal salt marsh, tidal channels, salt flats, mudflats, sand spit, and eelgrass beds. The area to be restored within this project is the western transition zone, the interface between dry uplands and the tidal salt marsh, along the western edge of the Reserve. The area to be restored currently includes non-native and invasive plants including Brazilian pepper trees (*Schinus molle*) and iceplant (*Carpobrotus edulis*), and is the narrow transitional band, or ecotone, between the tidal marsh and development.

Total Project Cost: \$29,300

Grant Amount: \$21,300

Grantee: San Diego Audubon Society

Enabling Legislation: Chapters 3 and 6: Educational Programs and Resource Enhancement

Strategic Plan: The proposed project will further the following strategic objectives:

- Goal 4, objective 4A by supporting educational programs and interpretive events that improve public understanding and promote stewardship of coastal resources.
- Goal 6, objective 6A and 6D by enhancing coastal wetlands and watersheds.

Funding Source: State Coastal Conservancy (Proposition 84, Public Resources Code section 75001, et seq.)

Matching Funds: The grantee will provide eighteen thousand dollars (\$18,000) in matching funds to the project.

CEQA: The proposed project is categorically exempt under 14 California Code of Regulations (CCR) Section 15304, which exempts minor alterations of the land, water and/or vegetation that

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

do not remove mature, healthy, scenic trees. It is also categorically exempt under 14 CCR Section 15333, which exempts small habitat restoration projects, because it is as small-scale habitat restoration project that meets all exemption criteria.

Site Description:

The Community Wetland Restoration Grant Program (CWRGP) encompasses the Southern California coastal region from Point Conception in Santa Barbara County to the United States border with Mexico (Exhibit 1). This region includes Santa Barbara, Ventura, Los Angeles, Orange, and San Diego counties. Coastal watersheds that drain to the Pacific Ocean are included in the geographic scope of the program as well as the Channel Islands. Project locations include coastal wetlands, tidal marshes, rivers, streams, as well as buffer zones including dunes, river banks and coastal sage scrub habitats.

Many of the project locations were historical flood plains and extensive wetland ecosystems that have been degraded and fragmented over the past 100 years. Others are discreet pocket wetlands that, while small and sometimes isolated from other habitat, cumulatively comprise a critical natural resource for native flora and fauna in a highly urbanized environment.

See above for the specific site descriptions for the seven projects selected for the 2019 CWRGP.

CWRGP PROJECT HISTORY:

The Southern California Wetlands Recovery Project (WRP) is a forum for 18 state and federal agencies to coordinate with each other regarding expansion, restoration and enhancement of coastal wetlands and watersheds in Southern California. Since 2001, the participating agencies have prepared, and continuously updated, a list of priority projects known as the WRP Work Plan.

At an October 2000 gathering of staff participating in the WRP, there was clear consensus that education and community outreach are critical to achieving the expansion, restoration and enhancement of coastal wetlands and watersheds. The Small Grants Program, now named the Community Wetland Restoration Grant Program (CWRGP), was conceived as a way to further these objectives, while also building institutional capacity in the five counties for planning and implementing restoration projects. Each year, WRP partner agencies evaluate and select projects that fulfill the goals of the CWRGP. The CWRGP projects are also included on the WRP Work Plan.

In January 2001, CWRGP projects were solicited for inclusion in the WRP Work Plan and a notice of the availability of CWRGP grant funding was sent to more than 800 people. For the first eight years of the CWRGP, the Conservancy granted funds to a nonprofit organization, Environment Now, to make subgrants to other entities for community wetland projects.

In 2002, Earth Island Institute (EII), another nonprofit organization, began to grant funds for CWRGP projects with funds it had obtained in settlement of litigation. EII also began providing

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

technical assistance to CWRGP grantees to help them build their programs and technical knowledge. Since then, EII has continued to provide funds and technical assistance to Conservancy grantees and to other entities carrying out CWRGP projects listed on the WRP Work Plan.

Since 2001, 177 CWRGP projects have been completed with over \$3.8 million spent on project implementation. Several of the organizations initially funded through the CWRGP have gone on to develop and implement larger scale acquisition and restoration projects for inclusion on the WRP Work Plan. The list of such organizations includes Huntington Beach Wetlands Conservancy, San Elijo Lagoon Conservancy, the City of Santa Barbara, South Coast Habitat Restoration, Mountains Restoration Trust, the City of Costa Mesa, Orange County Coastkeeper, University of California Santa Barbara, The Nature Conservancy and Friends of Colorado Lagoon. These and other organizations underscore CWRGP's ability to help develop the skills and capacity in groups, through small project design and implementation, to take on larger projects for the purpose of Southern California wetlands recovery.

PROJECT FINANCING

Conservancy	\$184,700
Earth Island Institute	\$55,000
Other funding sources (see below)	\$198,100
TOTAL	\$434,800

Staff recommends that the Conservancy authorize disbursement of \$184,700 for the 2019 CWRGP. EII will provide each CWRGP grantee with technical assistance in getting the projects set-up and started. (See "Project History" section, above). This Conservancy authorization is the required match for a Wildlife Conservation Board grant of \$450,000 in 2016. All of WCB's funds have been expended on previous CWRGP projects.

The anticipated source of funds is from the fiscal year 2009/2010 appropriation from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Public Resources Code section 75001, et seq.). Proposition 84 funding may be used for the protection of bays and coastal waters, including projects to prevent contamination and degradation of coastal waters and watersheds, projects to protect and restore the natural habitat values of coastal waters and lands, and projects to promote access to and enjoyment of the coastal resources of the state, pursuant to the Conservancy's enabling legislation, Division 21 of the Public Resources Code. (See Public Resources Code section 75060). Every project within the coastal zone (i.e. six of the proposed projects; not including Sweetwater Stewards: Community River Restoration) will protect coastal waters by enhancing watershed resources, restore natural habitat values by removing invasive plants and planting native plants, and promote access to and enjoyment of coastal resources by involving community members in the restoration of coastal wetlands, rivers and associated habitats. The Sweetwater Stewards: Community River Restoration project will protect a coastal watershed by enhancing the Sweetwater River, which flows to the ocean through the San Diego Bay National Wildlife Refuge. Another requirement of Proposition 84 is that for projects that restore natural resources,

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

the Conservancy is directed to give priority to projects that meet one or more of the criteria specified in Public Resources Code Section 75071. The CWRGP 2019 projects satisfy the following specified criteria: (b) Watershed Protection – each of the projects will contribute to long-term protection of and improvement to the water and biological quality of coastal watersheds and the near shore area of the Pacific Ocean; and (c) Non-State Matching Funds – all but one project (Ormond Beach Community Restoration at Perkins Road) will have non-state matching funds. (See “Project Summary” section above for project description). All of the projects are consistent with Division 21 of the Public Resources Code, as described below.

The cost for the seven 2019-2020 CWRGP projects selected for funding totals \$434,800. All of these projects have significant matching funds (see Project Summaries, above). Earth Island Institute will expend \$55,000 to provide technical assistance to the grantees. The remaining \$198,100 will come from other funding sources (specifically: \$3,500 from federal sources, \$3,500 from private or corporate sources, and \$191,100 from other non-profit agencies). Furthermore, approximately \$14,175 will be donated as in-kind services (not included in the total project costs).

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed authorization is undertaken pursuant to Chapter 3 and Chapter 6 of Division 21, Sections 31119, 31117, and 31251-31270 of the Public Resources Code, respectively, regarding Educational Programs and Resource Enhancement Projects.

Chapter 3: Establishment and Functions

Section 31119 authorizes the Conservancy to award grants for educational projects for pupils in kindergarten to grade 12, inclusive, relating to the preservation, protection, enhancement and maintenance of coastal resources. All seven projects include an educational component on watershed science and restoration for students in K-12.

Section 31117 requires the Conservancy to submit a project within the coastal zone portion of the Santa Monica Mountains Zone to the Santa Monica Mountains Conservancy. Consistent with this section, the Santa Monica Mountains Conservancy supports the Conservancy’s funding for the “Topanga Creek’s Theater of Plants” project in the Santa Monica Mountains Zone (see Letters of Support, Exhibit 3).

Chapter 6: Coastal Resource Enhancement Projects

Section 31251 authorizes the Conservancy to award grants to nonprofit organizations “for the purpose of enhancement of coastal resources that, because of indiscriminate dredging or filling, improper location of improvements, natural or human-induced events, or incompatible land uses, have suffered loss of natural and scenic values.” Grants shall be used for, among other things, corrective measures that will enhance the natural and scenic character of the areas. All of the proposed projects will enhance or restore natural resources that have been degraded by human activities.

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

Under Section 31251.2, the Conservancy may award grants to enhance a watershed resource partly outside of the coastal zone to enhance the natural or scenic character of coastal resources within the coastal zone. One of the proposed projects lies outside the coastal zone but, consistent with Section 31251.2, the proposed project will enhance the natural and scenic character of coastal resources within the coastal zone by enhancing a watershed resource that is located partly outside the coastal zone. The Sweetwater Stewards: Community River Restoration project is located in Rancho San Diego/Spring Valley along the Sweetwater River, an important riparian corridor within the Sweetwater River watershed. Sweetwater River is a watershed resource that lies partly outside of the coastal zone and flows into the San Diego Bay. Enhancing the Sweetwater River will help protect the natural character of the marshes in the San Diego Bay National Wildlife Refuge by protecting water quality and providing native habitat.

Section 31252 requires that all areas proposed for resource enhancement by a state agency, local public agency, or nonprofit organization shall be identified in a certified local coastal plan or program as requiring public action to resolve existing or potential resource protection problems or shall be so identified in other local plans which the commission determines to be consistent with the policies and objectives of Division 20 (commencing with Section 30000).

The wetland habitats of Ormond Beach, the lower Ventura River, Topanga Creek, Bolsa Chica, and Mission Bay all are identified in local coastal plans as requiring public action to resolve existing or potential resource protection problems. The Sweetwater Stewards: Community River Restoration is located outside the coastal zone and the Sweetwater Marsh Community Restoration Project is located on U.S. Fish and Wildlife Service land and is not identified in any local coastal plan. However, both of these projects further policies of the Coastal Act, including Public Resources Code section 30231, which calls for the maintenance and restoration of the biological productivity and quality of coastal waters, streams, wetlands, estuaries, and lakes. See Consistency with Local Coastal Program Policies section, below.

Consistent with Section 31253, the recommended amount of funding is determined by evaluating the total amount of funding available to the Conservancy for coastal resource enhancement projects, the fiscal resources of each applicant, the urgency of these CWRGP projects relative to other similar projects, and the application of other factors prescribed by the Conservancy for the purpose of determining project eligibility and priority. For each of the proposed projects, the Conservancy's funding was deemed appropriate through a competitive grant process that included selection because each of the projects' benefits to coastal habitat is significant. The use of community volunteers in all of these proposed projects provides added cost savings, and each proposed project includes an important public education component.

CONSISTENCY WITH CONSERVANCY'S 2018 - 2022 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):

Consistent with **Goal 6, Objective B**, of the Conservancy's 2018 - 2022 Strategic Plan, the proposed 2019 CWRGP projects collectively will enhance approximately 16 acres of coastal habitats such as coastal wetlands, and approximately 5,000 feet of stream corridor.

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

Consistent with **Goal 6, Objective D**, all seven proposed projects will be implemented to preserve and enhance coastal watersheds and floodplains.

Consistent with **Goal 4, Objective A**, each of the proposed 2019 CWRGP projects will support programs or events that improve public understanding of coastal resources by involving communities and volunteers in coastal resource restoration.

Consistent with **Goal 4, Objective B** the Topanga Creek's Theatre of Plants project will support the design and installation of an interpretive or educational display related to coastal and watershed resource education.

Consistent with **Goal 6, Objective E** the Lower Ventura River Habitat Restoration project will enhance fish passage by removing invasive *Arundo donax* that chokes stream channels and creates debris that impedes fish travel.

Consistent with **Goal 16, Objective A** the Lower Ventura River Habitat Restoration and Sweetwater Marsh Community Restoration Project areas are located within a disadvantaged community.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:

The proposed 2019 CWRGP projects are consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014 in the following respects:

Required Criteria

Promotion of the Conservancy's statutory programs and purposes: See the "Consistency with Conservancy's Enabling Legislation" section above.

Promotion and Implementation of State Plans and Policies: The CWRGP projects are consistent with the California Coastal Act (Public Resources Code Sections 30000 *et seq*) ("Coastal Act"). The Coastal Act Section 30012 includes the Legislative finding that "an educated and informed citizenry ... is necessary to protect California's finite natural resources [and] ... through education, individuals can be made aware of and encouraged to accept their share of responsibility for protecting and improving the natural environment." Coastal Act Section 30240 calls for protection of environmentally sensitive habitat areas.

The CWRGP projects are consistent with and promote the priorities of the Coastal Act. The projects proposed for funding are consistent with the Coastal Act because all of the proposed projects involve coastal resource education. In addition, each of the projects involves restoration or enhancement of environmentally sensitive habitat areas. Please see "Project Summary," above, and "Consistency with Conservancy's Enabling Legislation", above, for how the individual proposed projects are consistent with the Coastal Act's priorities.

Consistency with purposes of the funding source: See the "Project Financing" section above.

Support of the public: The proposed projects are supported by elected officials, numerous community and nonprofit organizations, and local agencies. See Exhibit 3 for support letters.

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

Location: The proposed 2019 suite of CWRGP projects are located within the coastal zone or coastal draining watersheds. The projects' locations span four of the five southernmost California coastal counties constituting the California Bight, from Point Conception in Santa Barbara County to the international border with Mexico. More specific information on each project location is provided in the "Site Description" section of the "Project Summary", above.

Need: The CWRGP is not sustainable without Conservancy funding. Further, each of the proposed projects would not happen without Conservancy funding.

Greater-than-local interest: The CWRGP is regional by design and serves greater-than- local interest through the cumulative benefits of multiple small acreage projects. The proposed projects will help restore native wetland habitat critical for migratory birds and commercially and recreationally important fish species. The proposed projects also provide educational opportunities for people throughout the region to participate in on-the-ground habitat restoration activities.

Sea level rise vulnerability: Three of the seven proposed 2019 CWRGP projects are not located directly at the coast, and will therefore not be affected by sea level rise. The Ormond Beach Community Restoration, Rabbit Island Restoration and Education Initiative, Sweetwater Marsh Community Restoration Project, and Crown Point Bank Restoration at Kendall Frost Marsh Reserve are the only projects out of the 2019 project sites that located at or near sea level in an area vulnerable to sea level rise. The proposed project activities include invasive plant removal and native plant revegetation, and thus are not vulnerable to sea level rise. The grantees anticipate that by restoring habitats and improving ecological functions the project sites will be more resilient to sea level rise.

Additional Criteria

Urgency: All seven proposed projects target invasive species for removal. Timely implementation of small invasive removal projects before these invasive species can further spread helps prevent widespread dispersal and habitat destruction.

Leverage: See "Project Summary" section, above for specific details of leverage of funding for each of the proposed 2019 CWRGP projects.

Innovation: All of the proposed projects demonstrate innovation through the inclusion of a wide range and diversity of volunteers often targeting low-income and underserved communities and multi-generational community members.

Readiness: All of the proposed projects are ready to be completed within one to two years.

Realization of prior Conservancy goals: See "Project History" section, above.

Cooperation: The proposed projects will, by design, foster cooperation between the lead organization and the community in helping to enhance coastal resources. Multiple community organizations, nonprofits and local agencies will be involved in implementation of the proposed projects.

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

CONSISTENCY WITH LOCAL COASTAL PROGRAM POLICIES/OR OTHER RELEVANT LOCAL, STATE AND/OR FEDERAL POLICIES:

Ventura County

Ormond Beach Community Restoration Project

Ormond Beach wetlands are discussed in the Ventura County Coastal Area Plan as “environmental resource areas that need protection or restoration”, and that provides nesting and feeding areas for a variety of birds and mammals, including the Belding’s Savannah Sparrow (Chapter 4.3.10 Environmentally Sensitive Habitats Areas). Educational and light recreational uses shall be conditionally permitted uses in all sensitive resource areas.

Lower Ventura River Habitat Restoration

This project aligns with the Ventura County Coastal Area Plan, last amended and certified July 1, 2017. The Coastal Area Plan is certified by the California Coastal Commission and serves to enforce and regulate many of the same land use issues that the Coastal Act addresses. In Appendix 1, Chapter VIII of the Coastal Area Plan Appendices, titled “Restoration and Maintenance of Wetland Habitat Areas,” the plan “encourages public agencies and landowners to work towards restoration and enhancement of these altered wetlands.” With the Ventura River’s large floodplain and expansive wetlands, the proposed project supports two of the Ventura County Coastal Area Plan’s Environmentally Sensitive Habitat Area Goals to protect and restore wetlands and creek corridors in the Central Coast.

Los Angeles County

Topanga Creek’s Theater of Plants

The project area, specifically Topanga Creek, is identified in the Santa Monica Mountains Land Use Plan (a component of the Local Coastal Program) as particularly valuable habitat for breeding adult trout (Chapter II Conservation and Open Space Element).

This project also aligns with the goals and objectives of the Topanga Creek Watershed Committee (TCWC). One of those goals “is to encourage residents and others to recognize, take responsibility for, and minimize human impacts on the watershed. We work to protect and care for this place and the life in it so that it will remain healthy, diverse, beautiful, and wild forever”. Together with the Resource Conservation District of the Santa Monica Mountains (RCD), TCWC created the Topanga Creek Watershed Management Plan, 2002 (TCWMP). Section 6 of the TCWMP, Natural Environment, describes specific actions this project addresses: Invasive Exotic Flora Eradication - Action Item 6.7, and Preserve and Enhance the function of the existing riparian vegetation – Action Item 6.9. Appendix D of the TCWMP – “Drainage and Soil Erosion”, section titled “Plants That Hold Up Slopes”, describes the non-native invasive species like *Arundo* and periwinkle impacts to water tables and competition for native plants. It further describes *Arundo*’s inability to bend in floods, causing soil erosion. Section 3 of the TCWMP, Education and Outreach, has a goal of “Promote greater awareness and understanding on the

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

complex relationships between humans and the watershed so as to preserve native biodiversity and natural processes.” Specific Action Items addressed by this project are: Item 3.1 - Develop watershed consciousness as a rich diverse model of community, Item 3.3 - Reach out to all stakeholders including the people of CA and beyond, since loss of biodiversity and threatened species are regional issues, and Item 3.5 - Coordinate with local schools to provide hands-on watershed education and service-learning opportunities.

Orange County

Rabbit Island Restoration and Education Initiative

In the Coastal Element (aka Local Coastal Plan) of the City of Huntington Beach’s General Plan, the Bolsa Chica wetlands are identified as important amphibian, bird, and mammal habitat, including the federally and state endangered bird, the California least tern (Chapter IV-C-76). Even further, the proposed project will restore native habitat in the Bolsa Chica wetlands, directly aligning with the Coastal Element’s Goal C7 to “preserve, enhance and restore, where feasible, environmentally sensitive habitat areas in the City’s coastal Zone, including the Bolsa Chica.”

This project aligns with Chapter 2 of the California State Wildlife Action Plan, which underscores the importance of biodiversity in California’s sensitive ecosystems and recognizes invasive species as a major pressure on them. The Bolsa Chica Ecological Reserve, where the Bolsa Chica Rabbit Island Habitat Restoration and Education Initiative will take place, can be found within the “Public Conservation Land” designation of the Orange County Green Vision Map. BCC’s Rabbit Island habitat recovery initiative will expand its on-going restoration efforts on the BCER by continuing its collaboration with community-based and educational groups in hands-on restoration to remove invasive vegetation and aid the re-establishment of sensitive populations of plants and animals.

San Diego County

Sweetwater Stewards: Community River Restoration

Although not located within the coastal zone, this project is consistent with multiple policies of the California Coastal Act/California Coastal Management Program including the policies of providing recreational opportunities for all people (Public Resources Code section 30210) and restoring the biological productivity and quality of coastal waters (Public Resources Code section 30231). The project will provide public access and recreation by engaging children from families whose incomes have limited their awareness of access to coastal areas, their habitats, and stewardship actions, and building their knowledge of and comfort level with coastal/wetland open spaces; and the project will protect the biological productivity of coastal waters by enhancing and restoring riparian habitat along a river that affects the water quality of coastal waters.

The project will also address multiple goals, objectives, and strategies of the SDNWR Comprehensive Conservation Plan including: Goal 1. Protect, manage, and, where appropriate,

COMMUNITY WETLAND RESTORATION GRANT PROGRAM

enhance or restore habitat to support the recovery of the federally and State listed endangered and threatened species and other species of concern currently or historically present on the Refuge; Goal 2. Protect, manage, and, restore the Refuge's native habitats, MSCP-covered species, and other species of concern; Goal 4. Provide safe and high-quality opportunities for compatible wildlife-dependent recreational uses that foster public appreciation of the unique natural heritage of the San Diego region.

Sweetwater Marsh Community Restoration Project

The project will restore a portion of the D Street Fill to intertidal wetlands consistent with the recommendations presented in the San Diego Bay National Wildlife Refuge (NWR) Comprehensive Conservation Plan (CCP) (USFWS 2006). The proposed restoration is necessary to assist the Refuge to achieve the goals and objectives of the CCP, including the CCP's goal to provide opportunities for reversing the trend of historical wetlands loss in San Diego Bay by restoring, where possible, the Refuge's historical native habitats.

This project is also consistent with the policies of the Coastal Act in that it will help restore the biological productivity of coastal waters, it will provide public access and recreational opportunities by engaging community members in the project, and it will help restore the scenic qualities of a coastal area. (See Public Resources Code Sections 30231, 30210, and 30251.)

The project supports the goals of the Southern California Wetlands Recovery Projects' *Regional Strategy 2018* Goals 1 (to preserve and restore resilient tidal wetlands and associated marine and terrestrial habitats) and 3 (to support education and compatible access related to coastal wetlands and watersheds).

Crown Point Bank Restoration at Kendall Frost Marsh Reserve

This project will enhance and increase the wetland complex in the northeast corner of Mission Bay, as called for in the Mission Bay Park Master Plan, which serves as the Local Coastal Program for Mission Bay Park (Chapter VI. Environment). An important component to this work is the San Diego Audubon-led ReWild Mission Bay project, which has brought considerable focus to the biological and management options for this wetland complex over the last five years. The ReWild Mission Bay Feasibility Study was completed in late 2018 and provides science-based information on the options for creating and restoring up to 270 acres of wetland (including the creation of approximately 100 acres of tidal marsh and 30 acres of transitional/upland habitat) in northeast Mission Bay, San Diego. Preparation of the Study was added to the WRP Work Plan in 2013. The Study specifically identifies the needed restoration work that the Crown Point Bank Restoration Project will accomplish (pages 144-147, specifically section 6.4.2).

This project also aligns with the WRP *Regional Strategy 2018* transition zone objectives; including Goal 1, Objective 5A, "Protect all existing natural areas of wetland-upland transition zones from the wetland boundary/edge (depending on topography) out to 1,600 feet (500m).

COMMUNITY WETLAND RESTORATION GRANT PROGRAM**COMPLIANCE WITH CEQA:**

The CWRGP 2019 proposed projects are categorically exempt from the California Environmental Quality Act (CEQA), under 14 California Code of Regulations (CCR) Section 15304, minor alterations to the land, water and/or vegetation, 14 CCR Section 15306, information collection, and 14 CCR Section 15333, habitat restoration or enhancement projects not exceeding five acres in size. The applicability of the categorical exemptions for each proposed project is described above in the "Project Summary".

Upon approval, staff will file a Notice of Exemption for each proposed project.

REQUEST FOR BUDGET APPROPRIATION - FY19-20

Department: Public Works
Project/Program
Manager: Eric Humel

Date: September 3, 2019
Phone: 805-271-2231

Reason for Appropriation:

To recognize and appropriate State Coastal Conservancy grant revenue in the amount of \$30,000 (Project 775704)

Accounts and Descriptions**AMOUNT**

Fund: STATE/LOCAL MULTI-YEAR GRANTS (219)

Revenues/Transfers In**Ormond Beach Comm Restoration (Project 775704)**

219-5737-532.72-31	STATE / LOCAL SOURCES / STATE GRANT REVENUES	30,000
	Sub-total Revenues	30,000

Expenditures/Transfers Out**Ormond Beach Comm Restoration (Project 775704)**

219-5737-805.81-34	MATERIALS AND SUPPLIES / MINOR EQUIP-SHOP & FIELD	9,700
219-5737-805.82-09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	4,500
219-5737-805.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	15,800
	Sub-total Expenditures	30,000

Net Change to Fund Balance	0
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Net Appropriation Change	30,000
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. L.1.

DATE: September 3, 2019

TO: City Council

FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org

SUBJECT: Appeal of the Planning Commission's Decision to Uphold Approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit), Subject to Certain Findings and Conditions. (10/10/10)

RECOMMENDATION

That the City Council deny the appeal and uphold the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) authorizing the construction of a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces, a reduction in the number of loading and unloading parking spaces, and an increase in the maximum allowable building height, on a 2.76-acre parcel, located at 2001 Statham Boulevard (APN: 220-0-010-325), subject to certain findings and conditions.

BACKGROUND

On February 21, 2019, the Planning Commission (Commission) considered PZ No. 17-500-19 (Special Use Permit) to authorize the construction and use of a two-story, 41,024 square-foot medical office building and associated off-site improvements on a vacant, 2.77-acre property located at 2001 Statham Boulevard. The proposed medical facility would be operated by Clinicas del Camino Real. In accordance with §16-137, §16-644.B, and §16-651 of the Oxnard City Code (OCC), three modifications were requested:

- 1) increase in the maximum allowable building height, from 35 feet to 40 feet, 6 inches;
- 2) a reduction in the number of required on-site loading spaces from 3 spaces to 1 provided; and
- 3) a reduction in the number of required off-street parking spaces from 205 spaces to 127 provided (the "Project").

At that time, the applicant provided a parking study that supported the 127 spaces to be provided on the subject site as adequate for the proposed clinic building. During this first hearing, the Commission expressed concern for the project primarily regarding the proposed building height and reduced on-site parking. Consequently, the applicant requested that the item be continued to a later date to allow time to address the Commission's concerns. The Commission passed a motion to continue the item to April 18, 2019. The Applicant subsequently requested that the April 18th public hearing be continued in order to complete a revised parking study to support the reduction in the parking spaces. The Planning Commission documents associated with the February 21, 2019 hearing are included as Attachment A.

On June 20, 2019, the Planning Commission resumed the public hearing for PZ No. 17-500-19. The hearing was conducted with four commissioners present. The Commission considered an updated parking study that required 173 spaces, not the 205 parking spaces required by the City Code. Since the project did not include the City Code required 205 parking spaces on-site, the applicant proposed both on-site parking (127 spaces), and off-site parking (64 spaces located at the Moose Lodge across Statham Boulevard). The Commission expressed concern for the project regarding the lack of on-site parking. During testimony, the applicant indicated that the Moose Lodge would likely not sign the required City covenant for shared parking, which condition of approval for the project requires. A motion to approve the Project as presented was moved and the vote failed with the vote being 2 in favor and 2 against. Subsequently, the

Commission voted to deny the project, and that vote also failed with the vote being 2 in favor and 2 against. The Assistant City Attorney stated that a resolution for approval and a resolution for denial would be presented to the Commission during the next scheduled hearing, on July 18, 2019. The Planning Commission documents associated with the June 20, 2019 hearing are included as Attachment B.

On July 18, 2019, the Planning Commission resumed the public hearing for PZ No. 17-500-19 to deliberate and vote on the item. The hearing was conducted with five commissioners present. The Commission was presented with two resolutions: one for approval and one for denial. During the hearing, staff made a recommendation to re-word one of the conditions of approval (Condition No. 168) to require the off-site parking covenant prior to the issuance of the building permit rather than the certificate of occupancy. A motion to approve the Project as presented, including the re-worded condition of approval. The motion of approval was passed with the vote being 3 in favor and 2 against. The Planning Commission documents associated with the July 18, 2019 hearing are included as Attachment C.

On July 23, 2019, within the City Code prescribed 18-day appeal period, the Applicant (CDCR) filed an appeal of the Planning Commission's decision to grant the Special Use Permit. The appeal documents are included as Attachment D.

Pursuant to City Code (§ 16-546.A), an appeal hearing shall be heard no more than 30 days following the submittal of the appeal, or the next regularly scheduled meeting. Since City Council did not have any regularly scheduled meetings during the month of August 2019, this appeal has been scheduled for the next regular meeting. Pursuant to City Code (§ 16-551), the decision of the City Council is final.

ANALYSIS/DISCUSSION

The Appellant has appealed the decision of the Planning Commission primarily because the Appellant does not agree to all of the conditions attached to the permit. The Appellant also believes based on their experience at other clinics they own and manage the available on-site parking spaces are sufficient to serve this clinic location. This position is described further in the Appellants supplemental letter to the City (attached to this report); but in summary the Appellant argues based on the specific clientele they serve and the maximum projected hourly appointments the on-site parking spaces are adequate and the full reduced parking request is warranted. The Appellant's five grounds of appeal are noted below, verbatim, with staff's response following each ground of appeal:

Ground of Appeal 1:

"The onerous ordinance requiring a signed covenant for off-site parking that needs to be signed by a property owner in perpetuity. The covenant requires that the owner of the off-site parking record the covenant with the County Recorder and the City Attorney. It also limits the property from using their parking lot for special events during CDCR's working hours."

Staff Response:

As discussed in the June 20, 2019 Planning Commission hearing memorandum, a condition of approval was added to the permit to ensure adequate parking. The condition is a City Code (§ 16-651.B.2.c) requirement that must be imposed in order for the Commission to approve administrative relief from the parking requirements. The covenant that must be recorded for this project is the same covenant that is recorded for other uses that require shared parking. The condition requires that the form is approved by the City Attorney's Office and is recorded with the County Recorder's Office. The covenant requires that the shared parking (located at the Moose Lodge) be available for the exclusive use of the applicant (Clinicas). The Appellant alleges that the Moose Lodge is limited from using their parking for special events during the medical clinic business hours. The Moose Lodge (or other provider of shared parking) may use their parking for special events, provided that those parking spaces are not needed for the required Clinicas parking. Thus, there is no prohibition against a shared parking owner from using their parking for special events.

Ground of Appeal 2:

"If we do not have a signed ordinance filed with the City and County, we will not be able to pull a permit to begin construction."

Staff Response:

Appellant's statement appears to refer to a signed and recorded covenant for shared parking. The proposed project is subject to a condition of approval (No. 168) that requires the recorded shared parking covenant (see above discussion) prior to the issuance of Building Permits. The condition was originally written to require the recorded covenant prior to issuance of a Certificate of Occupancy. If the covenant is only required to be recorded prior to Certificate of Occupancy, then the Applicant could construct the building, and -- in the event a covenant was not recorded -- would have a building that could not be used for the proposed medical clinic use. Any future uses would be limited by the amount of on-site parking. The Applicant discussed this possibility with Planning Staff prior to the June 20, 2019 Planning Commission hearing. Thus, during the July 18, 2019 Planning Commission hearing, staff recommended that the condition be reworded to require the recorded covenant prior to issuance of a Building Permit. The Planning Commission approved the reworded condition of approval in the resolution. Thus, based upon the resolution approved by the Planning Commission, the Appellant is correct that the covenant must be recorded prior to issuance of a Building Permit to begin construction.

Ground of Appeal 3:

"The conditions also include adding street signage to show off-site parking."

Staff Response:

The proposed project is subject to a condition of approval (No. 169) to require the installation of directional signage to indicate the location of off-site parking. This condition was added to the project to ensure that in the event the on-site parking lot is full, the public is informed that additional parking is available off-site. Without this condition of approval, customers may not be aware of additional parking, and in haste to get to a medical appointment, may create unsafe conditions (e.g., double parking, parking in a fire lane or no parking zone). Thus, staff recommends the proposed project for approval subject to this condition of approval.

Ground of Appeal 4:

"Additionally, the City is requesting a 5th parking study for this project."

Staff Response:

Per City Code (§ 16-622.F), the proposed medical clinic requires 205 on-site parking spaces (proposed medical clinic is 41,024 square feet, and the City Code parking requirement is 1 space per 200 square feet of floor area). To date, the applicant has provided several parking studies to demonstrate the parking needs of the proposed medical clinic. The initial parking study (Associated Transportation Engineers, January 2, 2019) indicated that based on the needs of two other Clinicas medical facilities, the proposed medical clinic required 121 parking spaces. At that time, the project included 127 parking spaces. The City Traffic Engineer reviewed the parking study and concurred with the conclusions of the study. Thus, on February 21, 2019, staff recommended that the Commission approve the proposed project with the requested administrative relief from the City Code required parking. Subsequent to deliberations, the applicant requested that the item be continued to address the Commission's concerns related to on-site parking.

The applicant submitted a revised parking study (Associated Transportation Engineers, May 10, 2019) to demonstrate the parking needs of the proposed medical clinic. That revised study indicated that the required parking was actually substantially higher than originally calculated due to a flaw in the original study prepared by the applicant's consultant (a parking lot at one of the other Clinicas locations had been erroneously omitted). Thus, the 127 parking spaces originally provided were not adequate for the proposed medical clinic, and off-site shared parking was required. The applicant entered into a lease agreement with the Moose Lodge to lease 64 spaces for exclusive use to provide adequate parking (127 spaces on-site and 64 spaces off-site for a total of 191 spaces). The City Traffic Engineer reviewed the revised parking study and concurred with the conclusions of the study subject to a condition of approval to require the recordation of the City Code required covenant, and a condition of approval to require signage indicating the location of off-site parking.

The Appellant alleges that the City is requesting a subsequent parking study. There is not a requirement for a subsequent (5th) parking study, as the most recent parking study (Associated Transportation Engineers, May 10, 2019) is supported

by the City Traffic Engineer.

Ground of Appeal 5:

“Finally, a condition that we must vacate the \$20M facility after we build it if we cannot maintain a signed parking covenant with a nearby property owner.”

Staff Response:

Per the City Code (§ 16-651.B.1.e), the user shall vacate the use within 12 months if a landowner should amend or terminate the agreement so that the user no longer has sufficient parking to satisfy the parking requirements in effect at the time the agreement was accepted by the city. Thus, if alternate off-site shared parking is required, then the applicant will have 12 months to record a subsequent covenant.

Per the City Code (§ 16-651.B.2.a), shared parking spaces (in this case, the Moose Lodge) shall not be located farther away from the use served (Clinicas) than 500 feet. The proposed shared parking at the Moose Lodge is located approximately 320 feet from the proposed medical facility. The Appellant is correct that a covenant for shared parking with a nearby property owner (within 500 feet) must be recorded with the County Recorder pursuant to the requirements of the Oxnard City Code.

Conclusion:

The Appellant requests the following relief:

"Therefore, we are requesting that an alternate parking agreement will not be required for our project for the following reasons:

- a) at full capacity, we will have 45 employees onsite from Monday through Friday. If nobody carpooled, we would need 45 parking spaces for our employees.
- b) based on our current Health Center data, we would see 35 patients per hour at the site. If every patient drove a car, this would require 35 spaces for patient parking. The total number of parking spaces required per hour if every single employee and patient drove would be 80 parking spaces and we will have 127 onsite. However, 40% of the patients seen at our health centers are children that do not drive a car and 7% are over 65 years of age and many no longer drive."

The applicant is request City Council elimination of

- 1) a signed covenant for off-site parking
- 2) the removal of the condition of to withhold a building permit until the covenant is in place
- 3) the removal of the condition to install street signage to show off-site parking.
- 4) the need to provide a revised parking study
- 5) the requirement to vacate the facility if a signed parking covenant is not in place

Based on the previous discussion (see above Analysis Section), staff recommendation from the July 18, 2019 Planning Commission hearing remains unchanged. Thus, staff recommends that City Council find there is no merit to the Appellant's Grounds of Appeal, deny the appeal and uphold the decision of the Planning Commission to approve the project with specific conditions of approval (Attachment E). However, if the City Council accepts the parking demand justification provided by the Appellant that on-site parking spaces are adequate the Council could direct staff to return with a resolution accepting this reduced on-site parking as adequate and approving the project without the off-site parking spaces and the relevant conditions of approval.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jay Dobrowalski, Associate Planner

ATTACHMENTS

1. Attachment A - Planning Commission Hearing Documents February 21, 2019
2. Attachment B - Planning Commission Hearing Documents for June 20, 2019
3. Attachment C - Planning Commission Hearing Documents for July 18, 2019
4. Attachment D - Appeal Documents
5. Attachment E - City Council Resolution - Clinicas Appeal
6. Clinicas Appeal PPT CC 09.03.19

Attachment A

Planning Commission Hearing Documents for February 21, 2019

Please refer to the following link to review the hearing documents:

<https://drive.google.com/file/d/1ewBVMSEcHW4P6TBYRMh9wKce7JZpfYnL/view?usp=sharing>

Attachment B

Planning Commission Hearing Documents for June 20, 2019

Please refer to the following link to review the hearing documents:

<https://drive.google.com/file/d/1bO0Zt9ec5j63042sEXxHcQG-fpZwC70o/view?usp=sharing>

Attachment C

Planning Commission Hearing Documents for July 18, 2019

Please refer to the following link to review the hearing documents:

https://drive.google.com/file/d/1ccRXEYi9eQ5AVWIF-5rVjVJz_TWMzDN/view?usp=sharing

Received
Oxnard City Clerk



2019 JUL 25 PM 5:43

REQUEST FOR APPEAL

Development Services Department

Use this form to request an appeal of a decision rendered on one of the following type of permits: Administrative Wireless Permit; Discretionary Development Permit decision rendered by the Development Services Director; or a Discretionary Development Permit decision rendered by the Planning Commission.

Submit the original request for appeal and two (2) copies along with the appropriate appeal fee. To determine your appeal fee go to: oxnard.org/planning and click on planning handouts and applications or contact the Planning Division at (805) 385-7858.

I, Clinicas del Camino Real, Inc., am requesting an appeal of a decision made by
Print name
Planning Commission that was made on July 18, 2019 regarding
State decision making body Date
17-500-19
Specify PZ No.

Check one of the following:

- ☐ **Appeal of a Decision Rendered on a Wireless Permit.** Pursuant to Section No. 16-488 (C) of the Oxnard City Code, I am submitting an appeal to the Secretary of the Planning Commission. I am filing this appeal within 10 days of the Planning Manager's decision on a wireless communications facility permit. I am requesting that this appeal be considered by the Planning Commission.
- ☐ **Appeal of a Decision Rendered on a Discretionary Permit - Development Services Director.** Pursuant to Section No. 16-525 (B) of the Oxnard City Code, I am submitting an appeal to the City Clerk. I am filing this appeal within 10 days of the Development Services Director's decision on a discretionary permit. I am requesting that this appeal be considered by the Planning Commission.
- ☒ **Appeal of a Decision Rendered on a Discretionary Permit - Planning Commission.** Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk. I am filing this appeal within 18 days / 10 working days of the Planning Commission's decision on a discretionary permit. I am requesting that this appeal be considered by the City Council.

State the grounds, facts, and if known the code sections supporting your request: (Provide additional sheets if necessary)

See attached.

X

Appellant Signature

Date

cc: City Attorney
 Development Services Director
 Project Planner
 Applicant

OFFICE USE ONLY	
Date Received:	
Received By:	
Contacted Dept/Division Rep:	

Received
Oxnard City Clerk

2019 JUL 25 PM 5:43



ITEM #L-1
CORPORATE OFFICE
1040 Flynn Road
Camarillo, CA 93012
tel (805) 659-1740
fax (805) 659-9959
www.clinicas.org

July 25, 2019

City of Oxnard
City of Oxnard Planning Division
Development Services Department
214 South C Street
Oxnard, CA 93030

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RAUL RAMOS

ROBERTO S. JUAREZ
Chief Executive Officer

RE: Appeal of a Decision Rendered by Planning Commission – PZ No: 17-500-19

To Whom It May Concern:

Pursuant to Section 16-545/17-58(J) of the Oxnard City Code, I am submitting an appeal to the City Clerk on behalf of Clinicas del Camino Real, Incorporated (CDCR). I am filing this appeal within 10 working days of the Planning Commission's decision on a discretionary permit. CDCR does not agree to the additional Parking conditions placed on our Statham/Oxnard Blvd. project. Three parking studies have shown that we have adequate parking on-site and the City Planning Department concurred with the parking studies and recommended approval of the project to the Planning Commission in February 2019. After a split vote (3 ayes & 3 noes) by the Planning Commission, we followed the recommendation from the City's Planning Department and Parking/Traffic Engineers to obtain an off-site parking agreement. As a result, we have a fully executed contract with the Moose Lodge dated April 17, 2019. However, in May, we were advised that we needed to follow a City ordinance for off-site parking that required a signed covenant by the off-site parking owner. I am requesting that this appeal be considered by the City Council for the following reasons:

1. The onerous ordinance requiring a signed covenant for off-site parking that needs to be signed by a property owner in perpetuity. The covenant requires that the owner of the off-site parking record the covenant with the County Recorder and the City Attorney. It also limits the property owner from using their parking lot for special events during CDCR's working hours.
2. If we do not have a signed ordinance filed with the City and County, we will not be able to pull a permit to begin construction.
3. The conditions also include adding street signage to show off-site parking.
4. Additionally, the City is requesting a 5th parking study for this project.
5. Finally, a condition that we must vacate the \$20M facility after we build it if we cannot maintain a signed parking covenant with a nearby property owner.

Received
Oxnard City Clerk

LETTER TO CITY OF OXNARD PLANNING DIVISION

JULY 25, 2019

PAGE 2 OF 2

2019 JUL 25 PM 5:43

As you can see, these conditions create a burden to Clinicas del Camino Real and to property/business owners, in this case the Moose Lodge, that may benefit from additional revenue from a parking lease agreement.

Please call me at (805) 659-1740 with any questions and for next steps. You can also email me at talatorre@clinicas.org.

Sincerely,



Tony Alatorre
Chief Business Development Officer

Cc: City Attorney
Development Services Director
Project Planner
Dr. Gagan Pawar, Acting CEO
Leslie Barba, Project Coordinator



Dobrowalski, Jay <jay.dobrowalski@oxnard.org>

Appeal

TAlatorre@clinicas.org <TAlatorre@clinicas.org>

Wed, Aug 7, 2019 at 6:36 PM

To: jay.dobrowalski@oxnard.org

Cc: jeffrey.lambert@oxnard.org

Hello Jay,

You are correct in your wording for bullet point 1 in your email below.

For bullet point #2, here's a draft of the relief that we are requestg fr om the City Council:

1. Per instructions from City of Oxnard Parking/Traffic Engineers, we have conducted 5 parking studies on the following dates:

- 10/30/2017
- 09/07/2018
- 01/02/2019
- 04/24/2019
- 05/10/2019 (a parking study on the Moose Lodge parking lot)

The first three show that we have adequate parking based on the populaon tha t we serve at 127 onsite parking spaces. The fourth parking study added criteria that we will never see at our Health Centers. Therefore, we are requestg tha t an alternate parking agreement will not be required for our project for the following reasons: a) at full capacity, we will have 45 employees onsite from Monday through Friday. If nobody carpooled, we would need 45 parking spaces for our employees. b) based on our current Health Center data, we would see 35 paen ts per hour at the site. If every paen t drove a car, this would require 35 spaces for paen t parking. The total number of parking spaces required per hour if every single employee and paen t drove would be 80 parking spaces and we will have 127 onsite. However, 40% of the paen ts seen at our health centers are children that do not drive a car and 7% are over 65 years of age and many no longer drive.

2. If Clinicas decides to keep the alternate/off-site parking agreement with the Moose Lodge, we would like the City Council to eliminate the onerous ordinance requiring a signed covenant for off-site parking.

3. Remove the condition that we cannot pull a permit if a signed parking agreement and covenant is not in place. (Would we need this if #2 is approved?)

4. Remove the condition to install street signage to show off-site parking.

5. Remove the condition that the City is requesting a 6th parking study for this project if Clinicas decides to keep the off-site/alternate parking agreement with the Moose Lodge.

6. Finally, remove the condition that we must vacate the facility after we build the Health Center if we cannot maintain a signed parking covenant with a nearby property owner. (Is this needed if #2 is approved?) ITEM #1-1

Please review and let me know if I'm on the right track and if I need to submit a formal letter to you on our letterhead requesting this relief.

Tony

From: Dobrowalski, Jay [mailto:jay.dobrowalski@oxnard.org]
Sent: Tuesday, August 6, 2019 1:21 PM
To: Alatorre, Antonio <TAlatorre@clinicas.org>
Subject: Appeal

Hi Tony,

I am processing the appeal and have a couple questions for you related to your letter attached to the appeal form:

1) One of the reasons (no. 2 on the list) you are requesting the appeal be considered by the City Council is "If we do not have a signed ordinance filed with the City and County, we will not be able to pull a permit to begin construction."

Please clarify if you mean "If we do not have a signed COVENANT filed with the City and County, we will not be able to pull a permit to begin construction."

2) The appeal form indicates the grounds for appeal, but does not indicate the relief requested. Please clarify the relief requested.

If you would like to discuss the appeal, do not hesitate to contact me.

Sincerely,

Jay Dobrowalski
Associate Planner
City of Oxnard
[214 South C Street](#)
[Oxnard, California 93030](#)
[805.385.3948](#)



ITEM #L-1
CORPORATE OFFICE
1040 Flynn Road
Camarillo, CA 93012

tel (805) 659-1740
fax (805) 659-9959
www.clinicas.org

August 14, 2019

Mr. Jeffrey Lambert, AICP
Community Development Director
City of Oxnard Planning Division
Development Services Department
214 South C Street
Oxnard, CA 93030

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RAUL RAMOS

ROBERTO S. JUAREZ
Chief Executive Officer

RE: Requested Relief for Appeal – PZ No: 17-500-19

Dear Mr. Lambert,

On July 25, 2019, Clinicas del Camino Real, Inc. (CDCR) filed an appeal of a decision rendered by the Planning Commission during their meeting on July 18, 2019 for our Statham/Oxnard Blvd. Health Center project. The letter of appeal filed by CDCR indicated the reasons for filing the appeal to the City Council. This follow-up letter will provide some additional background and will list the relief that CDCR is requesting from the City Council.

Background:

Per instructions from the City of Oxnard's Parking/Traffic Engineers, over the past two years CDCR conducted 5 separate parking studies which occurred on the following dates:

- 10/30/2017
- 09/07/2018
- 01/02/2019
- 04/24/2019
- 05/10/2019 (a parking study on the Moose Lodge parking lot)

The first four studies were conducted based on the traffic at two comparable health centers. Three of these showed that we would have adequate parking based on the population that we serve and the modes of transportation utilized with **127** onsite parking spaces. The criteria used for the fourth parking study and the wet rainy weather attributed to a higher parking requirement than the first three studies.

Additionally, based upon analysis of the data outlined below (see table), we found that the current plan provides for sufficient parking and that an additional offsite parking agreement is not required due to the following:

- a) At full capacity, we will have 45 employees onsite from Monday through Friday. If none of our staff carpooled to work which it is likely some will, this would mean a maximum 45 parking spaces required for employees.
- b) Based on our current Health Center data which is outlined below, we would see 35 patients per hour at the site. If every patient drove a car, this would require 35 spaces for patient parking per hour.

Therefore, the total number of parking spaces required per hour if every single employee and patient drove to the Health Center would be 80 parking spaces which is 47 parking spaces less than the 127 planned. Additionally, 40% of the patients seen at our health centers are children that do not drive a car and 7% are over 65 years of age many of whom no longer drive, so the true number of spaces needed would be even lower.

Services	# of Providers	Frequency of Appointments	Avg. Patients per Day per Provider	Avg. Patients per Hour per Provider
Medical	6	Every 15 mins.	21 (126 total)	3 (18 total)
Dental	5	20 mins.	16 (80 total)	2 (10 total)
Mental Health	2	60 mins.	7 (14 total)	1 (2 total)
Vision	2	20 mins.	14 (28 total)	2 (4 total)
Total	15		248 Pts. Per Day	34 Pts. Per Hour

The City of Oxnard currently mandates 1 parking space per 200 square feet for health care facilities which would require CDCR to have 205 parking spaces for this project. Based on this requirement, the City Planning Division asked CDCR to find alternate off-site parking to make up the difference in the parking requirements even though 3 parking studies showed that we had ample parking for staff and patients. Subsequently, CDCR signed a 5-year parking lease agreement with the Moose Lodge for 64 additional parking spaces. However, the City did not accept the lease agreement and referenced a City ordinance that required a signed covenant for off-site parking. This onerous offsite parking covenant needs to be signed by a property owner in perpetuity. The covenant requires that the owner of the off-site parking record the covenant with the County Recorder and the City Attorney. It restricts the off-site parking to CDCR use only. Additionally, the City placed several other conditions on the project such as: a) a permit would not be issued if a signed covenant is not executed and recorded, b) additional street signage would be required to indicate the offsite

parking, and c) that CDCR must vacate the facility if we cannot maintain a signed parking covenant with a nearby property owner.

CDCR Respectfully Requests the Following Relief:

1. That an alternate parking agreement will not be required for our project as per the results of the first three parking studies.
2. That the parking requirements be revised for Health Facilities from 1:200 sq. ft. to 1:400 sq. ft.
3. That the Oxnard City Council eliminate the ordinance requiring a signed covenant for off-site parking.
4. Remove the condition that we must vacate the facility after we build the Health Center if we cannot maintain a signed parking covenant with a nearby property owner.
5. Remove the condition that we cannot pull a permit if a signed parking agreement and offsite parking covenant is not fully executed and recorded.
6. Finally, remove the condition to install street signage to show off-site parking.
7. Remove the condition that the City is requesting a 6th parking study for this project if Clinicas decides to keep the off-site/alternate parking agreement with the Moose Lodge.

Thank you for the opportunity to appeal the decision rendered by the Planning Commission for our Statham/Oxnard Blvd. project. I look forward to presenting our project and requested relief to the City Council in September. Please call me at (805) 659-1740 should you need additional information.

Sincerely,



Antonio Alatorre

Chief Business Development Officer

Cc: Dr. Gagan Pawar, Acting CEO
Leslie Barba, Special Projects Coordinator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-500-19 (SPECIAL USE PERMIT) PURSUANT TO PLANNING COMMISSION RESOLUTION NO. 2019-24 TO AUTHORIZE THE CONSTRUCTION OF A 41,024 SQUARE-FOOT MEDICAL OFFICE BUILDING WITH A REDUCTION IN THE NUMBER OF ON-SITE PARKING SPACES, A REDUCTION IN THE NUMBER OF LOADING AND UNLOADING PARKING SPACES, AND AN INCREASE IN THE MAXIMUM ALLOWABLE BUILDING HEIGHT, ON A 2.76-ACRE PARCEL, LOCATED AT 2001 STATHAM BOULEVARD (APN: 220-0-010-325), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY DESIGNATED AGENT ROSA ALVARADO ON BEHALF OF PROPERTY OWNER CLINICAS DEL CAMINO REAL, INCORPORATED, 1040 FLYNN ROAD, CAMARILLO, CALIFORNIA 93021.

WHEREAS, on November 30, 2017, property owner Clinicas Del Camino Real, Inc., (the “Applicant” and/or “Permittee”) submitted a request to allow construction of a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces, a reduction in the number of loading and unloading parking spaces, and an increase in the maximum allowable building height, located on a 2.67-acre parcel located at 2001 Statham Boulevard; and

WHEREAS, on February 21, 2019, June 20, 2019, and July 18, 2019, the Planning Commission of the City of Oxnard (“Planning Commission”) conducted a duly noticed public hearing, and approved Planning and Zoning Permit No. 17-500-19 (Special Use Permit) to authorize the construction of a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces, a reduction in the number of loading and unloading parking spaces, and an increase in the maximum allowable building height, on a 2.76-acre parcel located at 2001 Statham Boulevard (the “Project”) in accordance with Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the Planning Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 (In-fill Development Projects), and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

WHEREAS, Applicant has appealed the Planning Commission approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) to the City Council; and

WHEREAS, on September 3, 2019, the City Council held a duly noticed public hearing, and received and reviewed all written and oral evidence related to the proposed Project and appeal.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council and Planning Commission Staff Reports and all attachments thereto, the City Council finds:

- (1) **The proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.**

The proposed use is located on property with a General Plan designation of Commercial General, which allows free-standing commercial uses along arterials, which may also include office uses. The proposed use involves the construction of a medical office building along South Oxnard Boulevard, which is an arterial roadway. Thus, the proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.

- (2) **The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.**

The proposed medical clinic activities will occur within the building and the landscaped parking area. The outdoor trash enclosure area will be screened from view from the street by a block wall and landscape screening. The vehicle parking area will be screened by landscaping along the perimeter. Thus, the proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures or to the public health, safety or general welfare.

- (3) **The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this Resolution.**

The project site is 2.76 acres and will have one building of 41,024 square feet, for 34% lot coverage. The building is consistent with the zoning requirements (see Planning Commission Staff Report Section 6.c). Per City Code (§ 16-622.F), the 41,042 square-foot proposed medical clinic requires 205 parking spaces. The applicant has submitted a parking study to demonstrate that the amount of City Code required parking is excessive and commensurate with other Clinicas medical clinics within the City of Oxnard, 191 parking spaces (127 on-site spaces and 64 off-site spaces) is adequate for the proposed use. The parking study was

reviewed by the City Traffic Engineer, who determined that the proposed parking area is adequate for the proposed medical clinic. Per City Code (§ 16-644.B), the medical clinic requires two loading zones. The parking study concludes that based on operational characteristics of the clinic, one loading zone is adequate. The City Traffic Engineer has evaluated the parking study and determined that the proposed one loading space is adequate for the proposed use. The project site is required to have 5% of the site landscaped, and the proposed project includes 35.35% of the site landscaped. Thus, the site for the proposed medical clinic is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards.

- (4) **The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.**

The proposed medical clinic use includes generation of vehicle trips to and from the project site. The project site has access from Statham Boulevard via two driveways. A traffic study was prepared for the proposed project (Associated Transportation Engineers Project No. 17078.01, May 10, 2019) and reviewed by the City Traffic Engineer. Pursuant to that review, no significant traffic impacts were identified as a result of the proposed project. Thus, the site for the proposed use will be served by adequate streets for the generated traffic.

- (5) **The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.**

The site for the proposed medical office building is located adjacent to existing utilities (water and sewer, water, fire protection, and storm drainage facilities). The proposed project does not require expansion of the existing site or the installation of new utilities. Thus, the site for the proposed use will be provided with adequate sewerage, water, fire protection, and storm drainage facilities.

- (6) **Based on the evidence presented, Applicant's appeal must be denied.**

Applicant's appeal asserts the following grounds for appeal: (1) the off-site parking covenant requirement is onerous, (2) inability to obtain a parking covenant will prevent Applicant from pulling a construction permit for the Project, (3) a condition of approval requires signage regarding off-site parking, (4) the City is requesting a fifth parking study for the Project, and (5) a condition of approval requires Applicant to vacate the Project if it cannot maintain the required parking covenant.

Regarding the first ground for appeal: As discussed in the June 20, 2019 Planning Commission hearing memorandum, a condition of approval was added to the permit to ensure adequate parking. The condition is a City Code (§ 16-651.B.2.c) requirement that must be imposed in order for the Commission to approve

administrative relief from the parking requirements. The covenant that must be recorded for this project is the same covenant that is recorded for other uses that require off-site parking. The condition requires that the form is approved by the City Attorney's Office and is recorded with the County Recorder's Office. The covenant requires that the off-site parking (located at the Moose Lodge) be available for the exclusive use of the applicant (Clinicas). Applicant alleges that the Moose Lodge is limited from using their parking for special events during the medical clinic business hours. The Moose Lodge (or other provider of shared or off-site parking) may use their parking for special events, provided that those parking spaces are not needed for the required Clinicas parking. Thus, there is no prohibition against a shared or off-site parking owner from using their parking for special events.

Regarding the second ground for appeal: The Project is subject to a condition of approval (No. 168) that requires the recorded parking covenant prior to the issuance of Building Permits. The condition was originally written to require the recorded covenant prior to issuance of a Certificate of Occupancy. If the covenant is only required to be recorded prior to Certificate of Occupancy, then the Applicant could construct the building, and -- in the event a covenant was not recorded -- would have a building that could not be used for the proposed medical clinic use. Any future uses would be limited by the amount of on-site parking. The Applicant discussed this possibility with Planning Staff immediately prior to the June 20, 2019 Planning Commission hearing. Thus, during the July 18, 2019 Planning Commission hearing, staff recommended that the condition be reworded to require the recorded covenant prior to issuance of a Building Permit. The Planning Commission approved the reworded condition of approval in the resolution. Thus, based upon the resolution approved by the Planning Commission, Applicant is correct that the covenant must be recorded prior to issuance of a Building Permit to begin construction.

Regarding the third ground for appeal: The Project is subject to a condition of approval (No. 169) to require the installation of directional signage to indicate the location of off-site parking. This condition was added to the Project to ensure that in the event the on-site parking lot is full, the public is informed that additional parking is available off-site. Without this condition of approval, customers may not be aware of additional parking, and in haste to get to a medical appointment, may create unsafe conditions (e.g., double parking, parking in a fire lane or no parking zone).

Regarding the fourth ground for appeal: Per City Code (§ 16-622.F), the proposed medical clinic requires 205 on-site parking spaces (proposed medical clinic is 41,024 square feet, and the City Code parking requirement is 1 space per 200 square feet of floor area). To date, Applicant has provided several parking studies to demonstrate the parking needs of the proposed medical clinic. The initial parking study (Associated Transportation Engineers, January 2, 2019) indicated that based on the needs of two other Clinicas medical facilities, the

proposed medical clinic required 121 parking spaces. At that time, the project included 127 parking spaces. The City Traffic Engineer reviewed the parking study and concurred with the conclusions of the study. Thus, on February 21, 2019, staff recommended that the Commission approve the proposed project with the requested administrative relief from the City Code required parking. Subsequent to deliberations, Applicant requested that the item be continued to address the Commission's concerns related to on-site parking.

Applicant submitted a revised parking study (Associated Transportation Engineers, May 10, 2019) to demonstrate the parking needs of the Project. That revised study indicated that the required parking was actually substantially higher than originally calculated due to a flaw in the original study prepared by Applicant's consultant (a parking lot at one of the other Clinicas locations had been erroneously omitted). Thus, the 127 parking spaces originally provided were not adequate for the Project, and off-site or shared parking was required. The applicant entered into a lease agreement with the Moose Lodge to lease 64 spaces for exclusive use to provide adequate parking (127 spaces on-site and 64 spaces off-site for a total of 191 spaces). The City Traffic Engineer reviewed the revised parking study and concurred with the conclusions of the study subject to a condition of approval to require the recordation of the City Code required covenant, and a condition of approval to require signage indicating the location of off-site parking. Applicant alleges that the City is requesting a fifth subsequent parking study. The record does not show that a subsequent parking study is required, but does show that the most recent parking study (Associated Transportation Engineers, May 10, 2019) is supported by the City Traffic Engineer.

Regarding the fifth ground for appeal: Per the City Code (§ 16-651.B.2.c), the user of off-site parking shall vacate the use within 12 months if a landowner should amend or terminate the off-site parking agreement so that the user no longer has sufficient parking to satisfy the parking requirements in effect at the time the agreement was accepted by the City. Thus, if alternate off-site or shared parking is required, then Applicant will have 12 months to record a subsequent covenant.

Per the City Code (§ 16-651.B.2.a), off-site parking spaces (in this case, the Moose Lodge) shall not be located farther away from the use served (Clinicas) than 500 feet. The proposed off-site parking at the Moose Lodge is located approximately 320 feet from the proposed medical facility. Applicant is correct that a parking covenant with a nearby property owner (within 500 feet) must be recorded with the County Recorder pursuant to the requirements of the Oxnard City Code.

SECTION 2. The City Council of the City of Oxnard hereby denies the appeal of Clinicas Del Camino Real, Inc. and upholds the decision of the Planning Commission approving Planning and Zoning Permit No. 17-500-19 (Special Use Permit) pursuant to Planning Commission Resolution No. 2019-24.

SECTION 3. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332, Class 32 (In-fill Development Projects), of the State CEQA Guidelines. The proposed Project meets the requirements of a Class 32 Categorical Exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services.

PASSED AND ADOPTED this 3rd day of September, 2019, by the following vote:

AYES: Councilmember(s):

NOES: Councilmember(s):

ABSENT: Councilmember(s):

ABSTAIN: Councilmember(s):

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Appeal of the Planning Commission's Decision to Approve Planning and Zoning Permit No. 17-500-19 (Special Use Permit)

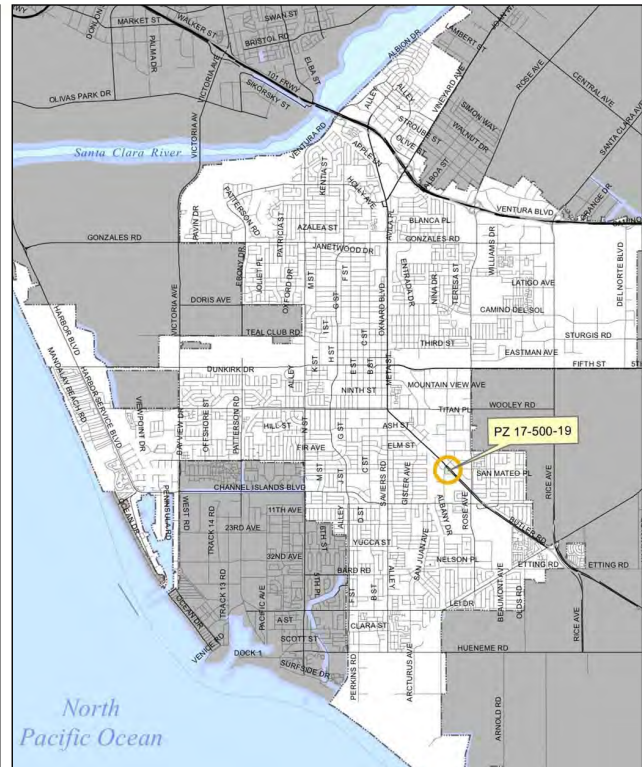
Jeffrey Lambert, Community Development Director
Jay Dobrowalski, Associate Planner
Community Development Department

City Council
September 3, 2019



Project Description

- Special Use Permit for a 41,024 square foot two-story medical office building with requested modifications to code requirements:
 1. Reduction in number of parking spaces (from 205 to 191 spaces through on- and off-site)
 2. Reduction in number of loading zones (from 3 to 1)
 3. Increase in maximum building height (from 35' to 40'6")
- Includes off-site improvements

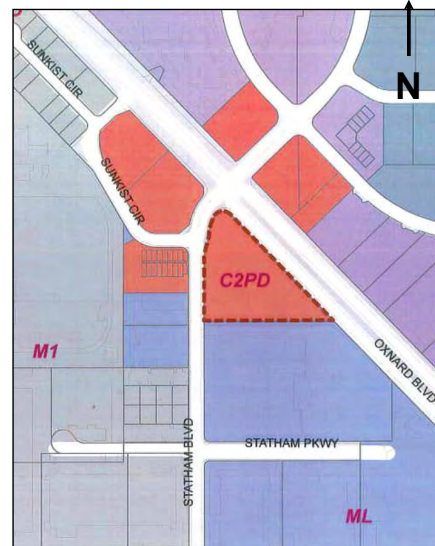
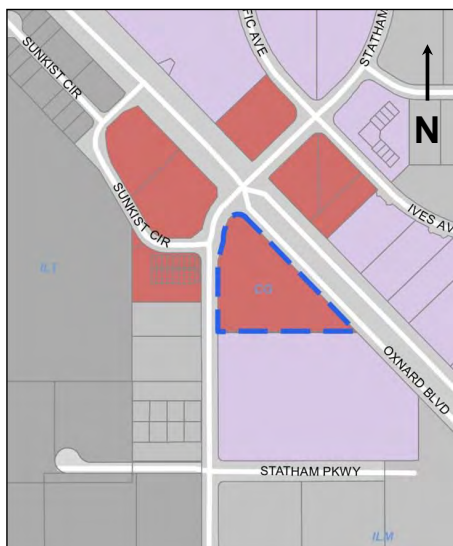


3

Land Use / Zoning

2030 General Plan:
General Commercial

Zoning Designation:
General Commercial,
Planned Development



4



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Parking and Loading Requirements

- City Code requires 205 off-street spaces (based on ratio of 1 space per 200 square feet)
- Parking Study indicates required parking is 173
- Parking Study indicates medical facility will adequately operate with one loading space
- Project proposed 191 spaces (127 on-site and 64 off-site)
- Shared parking agreement with Moose Lodge
 - Requires recorded covenant per City Code
 - Requires off-site directional signage per City Traffic Engineer
- Parking study report accepted by City Traffic Engineer

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- Additional height (above 35 ft) may be approved with SUP
- Applicant requests additional height for:
 - Parapet wall (to 38 ft 1 in) to screen rooftop equipment
 - Tower element (to 40 ft 6 in) to articulate entrance
- Highest element of building is above entranceways
- Recommended by Development Advisory Committee (DAC)
- Staff recommends approval of additional height

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Building Height



Clinicas del Camino Real - Statham Clinic
2100 Statham Blvd.
Oxnard, CA 93033

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Planning Commission Hearing Feb. 21, 2019

- Planning Commission (PC) expressed concerns regarding building height and parking
- PC passed motion to continue item to April 18, 2019 to allow applicant time to revise project
- Applicant submitted revised Parking Study (May 10, 2019)
- Applicant continued the project to June 20, 2019

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- PC had 4 commissioners present
- PC members expressed concerns regarding parking
- Motion to approve project failed (2-2 vote)
- Motion to deny project failed (2-2 vote)
- Staff to present two resolutions at next hearing (July 18, 2019)

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PC Hearing July 18, 2019

- PC had 5 commissioners present
- Motion to approve the project, subject to the conditions of approval, passed (3-2 vote)
- PC reworded condition of approval (COA) no 168 regarding off-site parking covenant prior to the issuance of the building permit
- Applicant appealed project (July 25, 2019)

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- Grounds of appeal:
 1. City Code requires signed covenant
 2. Cannot begin construction without covenant
 3. Signage required for off-site parking
 4. City requests 5th parking study
 5. Condition to vacate property if off-site parking is not maintained

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Ground of Appeal #1

- Zoning Code requires a signed and recorded covenant for off-site parking in perpetuity.
- Code limits the property from using their parking lot for special events during Clinicas's working hours.

Staff Response:

- Project is subject to condition of approval for a recorded covenant to ensure compliance with the City Code
- City Code does not limit shared parking for special events
- Staff recommends approval subject to this condition

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Ground of Appeal #2

ITEM #L-1

- Applicant may not begin construction without recorded covenant.

Staff Response:

- Project is subject to condition of approval for a recorded covenant to ensure compliance with the City Code
- If covenant required prior to Certificate of Occupancy, and covenant was not recorded, then constructed building could not be used for proposed medical use
- Recorded covenant required for issuance of Building Permit
- Staff recommends approval subject to this condition

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Ground of Appeal #3

- Condition of approval requires signage for off-site parking

Staff Response:

- Project is subject to condition of approval to ensure there is adequate parking for the use
- If on-site lot is full, patients will know where additional parking is available
- Condition reduces unsafe conditions (parking in no parking zone)
- Staff recommends approval subject to this condition

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Ground of Appeal #4

ITEM #L-1

- City is requesting a 5th parking study for this project

Staff Response:

- Applicant submitted 1 parking study and four revisions to the original study
- Revised study indicates need for off-site shared parking
 - Applicant submitted a subsequent justification objecting to off-site parking requirements due to unique operational conditions and clients served by clinic

Staff Response to subsequent letter:

- If City Council concurs, the parking could be reduced to on-site parking and no off-site parking would be required.

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Ground of Appeal #5

- Facility must be vacated if covenant with nearby property is not maintained

Staff Response:

- Vacation required if parking needs are not satisfied
- Code requires shared parking within 500 feet of site
- Per Code, applicant has 12 months to record subsequent covenant
- Staff recommends approval subject to this condition

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Appellant requests:

- On-site parking is adequate for this medical operation
- That an alternate parking agreement will not be required & a signed parking covenant not required
- Removal of condition requiring recorded covenant prior to Building Permit
- Removal of condition requiring installation of signage for off-site parking
- Removal of condition requiring a subsequent parking study
 - *Staff has not requested a subsequent parking study*
- Removal of condition requiring vacation of use pending recorded covenant

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Staff Recommendation

That the City Council deny the appeal and uphold the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit), subject to certain findings and related off-site conditions.

If City Council agrees with applicant's description of parking demand, the reduced parking limited to available on-site parking spaces could be allowed without off-site parking required.

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Discussion