

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 Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are 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
December 5, 2017
Regular Meeting - 6:00 PM
Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Successor Agency.

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

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: In re LIBOR-Based Financial Instruments Antitrust Litigation
United States District Court, Southern District of New York, Master File No. 1:11-md-2262-NRB ECF Case

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al.
Ventura County Superior Court, Case No. 56-2015-00470344-CU-EI-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

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.

City of Oxnard internet address: www.oxnard.org.

3. Conference with Real Property Negotiators

SA Property: McGrath House, 740 South B Street.

Agency negotiators: Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director.

Negotiating parties: Michelle and Greg Kenney.

Under negotiation: Price and terms of payment for the potential sale of Successor Agency property.

The Assistant Executive Director and Economic Development Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the Successor Agency to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators.

4. Conference with Real Property Negotiators

SA Property: Maulhardt Winery Building, 720 South B Street.

Agency negotiators: Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director.

Negotiating parties: Juan Carlos Guerrero and Daniel Guerrero; Mike Johnson, Oxnard Peace Officers Association; and Gary Blum, Oxnard Heritage Foundation.

Under negotiation: Price and terms of payment for the potential sale of Successor Agency property.

The Assistant Executive Director and Economic Development Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the Successor Agency to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

1. SUBJECT: Congratulations to the City Treasurer's Staff for Receiving the Coveted Certification for the City of Oxnard's Investment Policy from California Municipal Treasurers Association (CMTA).
2. SUBJECT: Visitor from the North Pole.

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. 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.

H. 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.

I. 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.

J. 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.

K. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Utility Fee Refund and Adjustment Ordinance

RECOMMENDATION: That City Council adopt Ordinance No. 2930 amending section 2-183 of the Oxnard City Code ("OCC") concerning refunds of taxes, assessments and utility fees.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

City Clerk Department

2. SUBJECT: Minutes of the November 7, 2017 and November 14, 2017 Regular Meetings.

RECOMMENDATION: That the City Council approve the Minutes as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

3. SUBJECT: Agreements for City Council Review

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. MNS Engineers, Inc. (A-8022) for on-call civil engineering services for the Public Works Department (\$250,000).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

4. SUBJECT: 2018 Meeting Schedule for Legislative Bodies

RECOMMENDATION: That City Council approve the proposed meeting dates for the calendar year 2018.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

5. SUBJECT: Adoption of Ordinance No. 2931 Amending Ordinance No. 2481 for the Vineyard Gardens Project

RECOMMENDATION: That the City Council approve Ordinance No. 2931 amending Ordinance No. 2481 for the Vineyard Gardens project located at 161 West Stroube Street to delete the requirement that the existing 62 affordable housing units be converted to condominium or cooperative ownership by 12/31/2016.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Economic Development Department

6. SUBJECT: First Amendment to License Agreement for Plaza Park Farmers Market

RECOMMENDATION: That the City Council approves the First Amendment to the License Agreement for Plaza Park Farmers Market.

Legislative Body: CC

Contact: Kymberly Horner

Phone: 385-7407

Human Resources Department

7. SUBJECT: Budget Appropriation from Fund Balance - Public Liability Fund

RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$900,000 from the Public Liability Fund for the purpose of increasing the budget for liability claims expenses. This request is due to the increase in liability premiums and liability claims. This has no impact on the City's General Fund reserves.

Legislative Body: CC

Contact: Steve Naveau

Phone: 385-7947

Police Department

8. SUBJECT: Resolution Commending Margaret Tobin for Over Thirty-Four Years of Service.
RECOMMENDATION: That City Council adopt a resolution commending Margaret Tobin for over thirty-four years of exemplary service to the City of Oxnard.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

Public Works Department

9. SUBJECT: First Amendment to Purchase Order No. 5738 with Toter, Incorporated for Supply and Delivery of Residential Waste and Recycle Containers
RECOMMENDATION: That the City Council approves and authorizes the Mayor to execute a First Amendment to Purchase Order No. 5738 with Toter Incorporated (Toter) to increase the total amount by \$65,000 from an original purchase order value of \$229,325 to \$294,325, and to extend the term to January 31, 2018, for the supply and delivery of residential waste and recycle containers. Funding is from the Environmental Resources Enterprise fund and grant-related funding.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

L. REPORTSFinance Department

1. SUBJECT: Approval of a Budget Appropriation from Waterways District to Remove/Replace Cypress Trees (5/5/5)
RECOMMENDATION: That the City Council:
1. Approve a budget appropriation in the amount of \$42,000 for the emergency removal of fifty (50) dead Cypress Trees along Harbor Blvd. in the Waterways Assessment District.
 2. Approve a budget appropriation in the amount of \$15,000 for irrigation repairs and the replacement of trees with a similar tree and/or plant material along Harbor Boulevard.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

2. SUBJECT: Recommendation for Surplus Funds of Eighteen (18) Dissolved Landscape Maintenance Districts (5/15/10)

RECOMMENDATION: That the City Council approves either recommendation 1 or 2:

1. Authorize the transfer of the surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts, totaling \$1,137,781.32 to the general fund per Streets and Highways Code section 22610; or
2. Adopt a resolution authorizing the reimbursement of surplus funds from the eight (8) dissolved Landscape Maintenance Districts that did not receive a general fund subsidy, totaling \$1,131,152.39 from the General Fund to the parcels within those respective districts.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

Housing Department

3. **SUBJECT:** Authorization for Reuse of CalHome & BEGIN Program Income (5/5/5)

RECOMMENDATION: That the City Council:

1. Approve a budget appropriation of \$272,745 from CalHome program income previously received for Cal Home Reuse 2015, of which \$13,637 will be used for administration (5%), and \$259,108 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers;
2. Approve budget appropriation for \$295,977 from BEGIN grant program income previously received for BEGIN Reuse Program, of which \$14,799 will be used for administration (5%), and \$281,178 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers; and
3. Authorize future CalHome grant or BEGIN grant program income to be used for homeowner rehabilitation loans or downpayment assistance and allowable administration expenditures, and authorize the City Manager or designee to execute documents related to implementation of these grant programs.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Public Works Department

4. **SUBJECT:** Sixth Amendment to Agreement No. 6212-13-CM with Genuine Parts Company Dba NAPA Auto Parts (5/5/5)

RECOMMENDATION: That City Council approves and authorizes the Mayor to execute the Sixth Amendment to the Agreement (6212-13-CM) with Genuine Parts Company d.b.a. NAPA Auto Parts for \$2,025,000, for a total contract amount of \$10,140,000, for an additional nine-month period for vendor to provide on-site repair parts and tires to City until staff finalizes a new agreement for this service. This expense has been approved in the FY 2017-18 Fleet Services Divisions' operating budget.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

5. **SUBJECT:** Award Contract for Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14 (5/5/5)

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute Agreement A-8031 with Granite Construction Company in the amount of \$3,241,339.50 for the Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14; and
2. Approve \$328,660 as Project contingency for the Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14; and
3. Approve an appropriation of \$3,570,000 for Redwood Neighborhood Street Resurfacing and Water Project No. 183103.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

6. **SUBJECT:** Carollo Agreement A-8032 for Public Works Engineering (5/10/10)

RECOMMENDATION: That the City Council awards and authorizes the Mayor to execute Agreement No. A-8032 for Public Works Engineering with Carollo Engineers, Inc. for engineering, regulatory and financial support for \$831,600.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

M. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: December 5, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to read "mf".

SUBJECT: Adoption of Utility Fee Refund and Adjustment Ordinance

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council adopt Ordinance No. 2930 amending section 2-183 of the Oxnard City Code ("OCC") concerning refunds of taxes, assessments and utility fees.

BACKGROUND

This agenda item is for the adoption of the ordinance authorizing the City Council to adopt a resolution establishing an administrative appeal process for customers seeking adjustments or refunds of utility fees prior to filing a claim. The ordinance was introduced and approved by City Council at the meeting of November 27, 2017.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public.

FINANCIAL IMPACT

The fiscal impact will depend on the amount of refunds or billing adjustments that are granted. Information will be collected to assess the financial impact of the policy.

Adoption of Utility Fee Refund and Adjustment Ordinance
December 5, 2017
Page 2

ATTACHMENTS:

Attachment A: Ordinance 2930- Amending Section 2-183

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2930

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SECTION 2-183 CONCERNING REFUNDS OF TAXES, ASSESSMENTS AND UTILITY FEES

WHEREAS, customers seeking refunds or adjustments of utility fees must file claims pursuant to Oxnard City Code section 2-183; and

WHEREAS, the City wishes to streamline the process for review of disputed utility fees under \$1,000 and delegate authority for administrative review.

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

Part 1. Section 2-183 of Article III of Chapter 2 of the Oxnard City Code is hereby amended to read as follows:

“SEC. 2-183. CLAIMS FOR REFUND OF TAXES, ASSESSMENTS AND UTILITY FEES.

(A) The provisions of this section are enacted pursuant to Cal. Gov't Code, Section 935 and shall apply to all claims presented to the city for refund of taxes, assessments or utility fees levied or imposed by the city. For purposes of this section, "utility fees" shall mean fees for water services, wastewater services or solid waste collection services.

(B) A claim for refund shall be in writing, signed under penalty of perjury by the claimant or the claimant's guardian, executor, conservator or administrator and shall be filed with the city clerk no later than one year after the date the claimant paid the taxes, assessments or utility fees of which refund is requested.

(C) A claim shall include the name and address of the claimant or the name and address of the claimant's guardian, executor conservator or administrator; the facts and reason on which the claim is based; the date and method of payment of the taxes, assessments or utility fees of which refund is requested; and the name and title of the person to whom such payment was made.

(D) No claim may be filed on behalf of a class of claimants.

(E) No suit for refund of taxes, assessments or utility fees shall be filed unless a claim has been filed and rejected in accordance with this section. Any such suit shall be commenced within six months from and after the date on which the city council rejects the claim. No recovery shall be allowed in any such suit on any ground not specified in the claim.”

(F) Prior to filing a claim pursuant to this section any party seeking a refund or adjustment of utility fees that does not exceed one thousand dollars (\$1,000) shall file for review of the dispute utilizing the administrative appeal process adopted by City Council resolution.”

Part 2. The foregoing recitals are true and correct.

Part 3. If any section, sentence, clause or phrase of this Ordinance is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Ordinance. The City Council declares that it would have passed and adopted the Ordinance, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause this ordinance to be published with fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933(a). Ordinance No. 2930 was first read on November 27, 2017, and finally adopted on December 5, 2017, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: December 5, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

A handwritten signature in black ink, appearing to read "Michelle Ascencion".

SUBJECT: Minutes of the November 7, 2017 and November 14, 2017 Regular Meetings.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

RECOMMENDATION:

That the City Council approve the Minutes as presented.

STRATEGIC PRIORITIES:

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

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 11.07.2017 CC regular meeting

Attachment B: Minutes 11.14.2017 CC,SA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 November 7, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 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 Tim Flynn were present; Mayor Pro Tem Carmen Ramirez was absent (arrived at 4:36 p.m.).

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Dave Rodriguez, Steve Nash, Arthur Valenzuela Jr., Martin Jones, Gabriela Shufani, Elizabeth White, Karina Kaye, Lisa Kaye, Blanca Ceja, Erin Merrill, Dan Pinedo, and Sofia Vega.

C. CLOSED SESSION

The Mayor read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case regarding the notice of violation regarding City elections dated October 7, 2017 by Jason Dominguez.”

At 4:54 p.m., the City Council recessed to a closed session. At 5:58 p.m. the City Council reconvened in open session in the Council Chambers. The 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 Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Phil Molina, City Treasurer; Thien Ng, Interim Public Works Director; Jim Throop, Chief Financial Officer; Scott Whitney, Police Chief; Jefferson Billingsley, Assistant City Attorney; Kathleen Mallory, Planning Division Manager; Sergio Martinez, Fire Battalion Chief; Karen Moore, Assistant City Clerk, and Todd Vasquez-Housley, Environmental Resources Manager.

E. APPOINTMENT ITEMSCity Manager Department

1. SUBJECT: Cycle California Coast (Mayor Pro Tem Ramirez).
RECOMMENDATION: Receive a presentation by Mayor Pro Tem Ramirez and Ventura County Supervisor Steve Bennett regarding Cycle California Coast, a small local business and tourism initiative to boost international cycle tourism and market all cities in Ventura and Santa Barbara Counties.

Mayor Pro Tem Ramirez made some brief remarks and introduced Supervisor Bennett, who gave a report. Discussion ensued among the Council. No action was taken.

Public Works Department

2. SUBJECT: Bicycle Friendly City Resolution.
RECOMMENDATION: That City Council adopt **Resolution No. 15,063** declaring the City of Oxnard to be a Bicycle Friendly City.

Public comments were received from Dan Mathews and Patrick Mullin.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of \$3,000 Donation from Joseph Cano, Luz Barcena, Pol Barcena, Manny Ancheta, and Nory Estrada of the Pangasinan Association of Ventura County to Improve Bus Stops/Shelters in Oxnard.

The Pangasinan Association members presented a check to Mayor Flynn and made some remarks.

2. SUBJECT: Presentation of a Donation of \$3,000 from Myrna Vilorio, Carmen Cano, Rebecca Schneider, Thelma Baroma and Elda Pichay of the Filipino Nurses Association of Ventura County to Improve Bus Stops/Shelters in Oxnard.

The Filipino Nurses Association of Ventura County members presented a check to Mayor Flynn and made some remarks.

(At this time, the Council and staff discussed whether to remove item M-3. No decision was made.)

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Diana Jacquez (dangerous collisions in her neighborhood), Blanca Ceja (problems with the Torino Soccer Club), Karina Kaye (joining Los Angeles' Community Choice Energy aggregation), Donald Ursitti (crosswalk of Hemlock & Capstan), Martin Glatt (Seabridge Mello Roos), Martin Jones (council districts), Noemi Tungui (council districts), Arthur Valenzuela Jr. (council districts), Lucy Cartagena (Halaco homeless encampment), Pete

Plascencia (LULAC “Salute to our Heroes” Veterans event), Albert Rivera (Halaco homeless encampment), Peggy Larios (Halaco homeless encampment), Greg Runyon (bridging division in the nation), and Daniel Chavez Jr. (public safety, homelessness).

H. REPORT OF CITY MANAGER

The City Manager announced the upcoming Veterans Day parade. He announced that a street paving project and street light repairs on Victoria Avenue will soon be underway, and that the Downtown tree trimming will be continuing. He commended Oxnard Police Sergeant Brian Woolley who recently assisted with locating a lost elderly resident. He commented on addressing homelessness at the Halaco site and throughout the city.

I. CITY COUNCIL REPORTS

Councilmember Madrigal announced the upcoming La Colonia Neighborhood Council meeting. He reported on attending the Rose Park Neighborhood Council meeting, and attending a World Series game.

Mayor Pro Tem Ramirez reported on her recent trip to Japan and South Korea with the Southern California Association of Governments. She requested that staff look into the Community Choice Energy partnership. She commented on the winter warming shelter, homelessness, and rent control. She lamented the recent passing of Ventura County NAACP President John R. Hatcher.

Councilman MacDonald announced the upcoming Fiscal Policy Task Force meeting. He commended the community groups that gave donations toward the bus shelters, and commented on modernizing public transit.

Councilmember Perello commented on the recent church shooting in Sutherland Springs, Texas. He reported on recent meetings of the Ventura Regional Sanitation District, Utility Task Force, and Wilson Neighborhood Council. He attended Dia de los Muertos at the Mexican consulate, commented on John R. Hatcher’s life and work, and encouraged people to attend the upcoming Veterans Day commemoration. He commended city employees who volunteered at the Redwood neighborhood cleanup event. He commented on Council representation from South Oxnard.

Mayor Flynn announced the upcoming Veterans Day commemoration. He commented on the hiring of a Homelessness Manager, suggested declaring a homeless state of emergency, and stated that a regional approach is needed to solve homelessness and serve those with mental illnesses.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Items L-1, L-2 (a,b,c,d,e,h), and L-3 were discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None)

L. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the July 25, 2017 Special Meeting, the July 25, 2017 Regular

Meeting, and the August 9, 2017 Special Meeting.

RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

2. SUBJECT: Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. Lourdes Campbell & Associates (A-8025) for translation and interpreting services (\$150,000).

B. StreamLine Automation Systems, LLC. (7983-17-FI) for cloud-based records management and billing system for Fire Prevention Inspections (\$43,717).

C. Fire Recovery USA, LLC. (7984-17-FI) for Fire Prevention billing services (\$250,000).

D. The Hawk Pros, LLC. (A-7820) for professionally trained falconers for seagulls bird abatement at the Del Norte Regional Recycling and Transfer Station (\$50,000).

E. Recycle Coach (8014-17-CM) for solid waste and recycling collection and event schedules program (no cost to the City).

F. Labor Compliance Providers, INC. (A-6763) for labor standards compliance monitoring for contracts funded by grants or other City construction funds (Time extension only).

G. Grandall Rental Company (A-7793) for storm drain channel cleaning (\$47,040).

H. Earth Systems (6387-13-CM) Task Order No. 13 for geotechnical engineering and materials inspection and testing services during the construction phase of the Windsor North River Ridge neighborhood street resurfacing project (\$29,200).

Cultural and Community Services Department

3. SUBJECT: Project Management Services for New Senior Center.

RECOMMENDATION: That City Council:

1. Approve a budget appropriation in the amount of \$68,250 from Measure O funds to Senior Center Facility (Project No. MO5510); and

2. Approve and authorize the City Manager or designee to execute a task order within the existing agreement with Stantec Consulting Services, Inc. (Agreement Number 7729-16-DS) in an amount not to exceed \$68,250 for project management services related to a new senior center.

Development Services Department

4. SUBJECT: Deferred Impact Fee Agreement for the Gateway Station Project.

RECOMMENDATION: That Council approve, and authorize the Mayor to execute, the terms of the agreement to defer impact fees for the project located at 1250 S. Oxnard Boulevard.

Finance Department

5. SUBJECT: Receive the August 2017 Major Funds Monthly Report.

RECOMMENDATION: That City Council receive and file the August 2017 Major Funds Monthly Report. Report was presented to the Fiscal Policy Task Force on October 11, 2017.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: MacDonald, Madrigal, and Ramirez voted in favor. Perello voted against item L-5, as he felt it was late; and Flynn voted against item L-3, stating that though he is in favor of building a new senior center, he thinks it's dangerous for it to be located so close to the airport. The motion carried 4-1 on item L-3 (Flynn opposed), 4-1 on item L-5 (Perello opposed) and 5-0 on the remaining items.

(Mayor Flynn announced that item M-1, listed on the agenda as a Report, will be re-classified as a Public Hearing.)

M. PUBLIC HEARING

City Attorney Department

1. SUBJECT: Ordinance Documenting Cannabis Restrictions in the City Zoning Code.
RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 16 of the Oxnard City Code to prohibit cannabis and cannabis related uses unless specifically provided in individual zones, and to specifically prohibit such uses in the following zones: Commercial Office (C-O), Neighborhood Shopping (C-1), General Commercial (C-2), Central Business District (CBD), Commercial and Light Manufacturing (CM), Business and Research Park (BRP), Limited Manufacturing (M-L), and Light Manufacturing (M-1) zones.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The Development Services Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Joe Kyle and Charlie Kellogg.

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 Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, and Ramirez voted in favor; Madrigal and Perello voted against. The motion carried 3-2.

(At this time, the Council and staff again discussed whether to remove item M-3. The decision was made to postpone the item.)

M. REPORTS

2. SUBJECT: Medical Cannabis Delivery Study Session.
RECOMMENDATION: That the City Council hold a study session and provide input on proposed draft medical cannabis delivery regulations.

The Assistant City Attorney gave a report. Public comments were received from Joe Kyle. Discussion ensued among the Council and staff.

Further comments were received from Charlie Kellogg. The Council members advised staff regarding their preferences on the proposed hours of delivery (6:00 a.m. to 6:00 p.m.). No formal action was taken.

Finance Department

3. SUBJECT: Recognized Obligation Payment Schedule (ROPS) Clean-Up.

(This item was postponed, per discussion earlier in the meeting.)

4. SUBJECT: Receive the September 2017 Major Funds Monthly Report.
RECOMMENDATION: That City Council receive and file the September 2017 Major Funds Monthly Report.

The Chief Financial Officer gave a report. Discussion ensued among Council and staff. The report was received as presented.

City Treasurer Department

5. SUBJECT: Quarterly Investment Report for the First Quarter FY 2017-18.
RECOMMENDATION: That the City Council review and accept the report.

The City Treasurer gave a report. Discussion ensued among Council and staff. The report was received as presented.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:22 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 November 14, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 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 Tim Flynn were present. Mayor Pro Tem Carmen Ramirez was absent (arrived at 4:36 p.m.).

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

C. CLOSED SESSION

The Mayor 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 title and case number of the litigation being discussed is State of California, Regents of the University of California; et al. v. Cellco Partnership dba Verizon Wireless; et al.; Sacramento County Superior Court Case No. 34-2012-00127517.

The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4)), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

The Successor Agency will recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its negotiators, Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with Michelle and Greg Kenney regarding the potential sale of real property located at 740 South B Street.”

At 4:35 p.m., the City Council recessed to a closed session. At 5:41 p.m. the City Council reconvened in open session in the Council Chambers. The 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 Ashley Golden, Development Services Director; Kymberly Horner, Economic Development Director; Ralph Alamillo, Public Works Project Manager; Justin Link, Transportation Services Manager; Kathleen Mallory, Planning Division Manager; Karen Moore, Assistant City Clerk; and Kenneth Rozell, Assistant City Attorney.

E. APPOINTMENT ITEMSPublic Works Department

1. SUBJECT: Housing-Related Parks Program Grant Agreement.

RECOMMENDATION: That City Council:

1. Approve and authorize the City Manager to execute an Agreement with the California Department of Housing and Community Development (HCD) for grant fund distribution of \$1,333,574 awarded to the City for the Housing-Related Parks (HRP) Program (Agreement A-8019).
2. Approve the recommended list of park facility improvement projects for eligible parks.
3. Authorize the City Manager or designee to recognize State grant revenue and appropriate funds in the total amount of \$1,333,574 to the park facility improvement projects approved by City Council in Recommendation #2.
4. Authorize the City Manager or designee to appropriate funds in the total amount of a \$671,973 in Measure O funding for park facility improvement projects in Recommendation #2.

Due to a real property conflict of interest, as his residence is in close proximity to one of the parks on the grant list, Councilman MacDonald recused himself from the discussion and left the dais. The City Manager announced that Councilmember Madrigal, due to a real property conflict of interest, would recuse himself from considering funding regarding Del Sol Park, due to his residence's close proximity.

Assistant City Manager Osuna and the Public Works Project Manager gave a report.

Public comments were received from Phaedra Miller, Roger Poirier, Gabriel Teran, Dan Pinedo, Pat Brown, and Al Velasquez.

Discussion ensued among the Council and staff.

Councilmember Madrigal left the dais at this time.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the proposed funding for Del Sol Park as presented. VOTE: Flynn, Perello, and Ramirez voted in favor; the motion carried 3-0 (MacDonald and Madrigal were absent [recused]).

Councilmember Madrigal returned to the dais at this time.

It was moved by Councilmember Perello to approve the remaining proposed funding, with the amendment that the lights at Colonia Park be given highest priority, and directing the City Manager to hold a joint meeting between the City Council, Parks and Recreation Commission, and the ad hoc committees as soon as possible. The motion died for lack of a second.

It was moved by Mayor Flynn, seconded by Mayor Pro Tem Ramirez, to approve the remaining proposed funding as presented. VOTE: Flynn, Madrigal, Perello, and Ramirez voted in favor; the motion carried 4-0 (MacDonald absent [recused]).

Councilman MacDonald returned to the dais at this time.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Nancy Pederson (removal of invasive plant species at Ormond Beach), Daniel Chavez Jr. (city employee salaries), Peggy Larios (Halaco homeless encampment), Albert Rivera (Halaco homeless encampment), Woodrow Thomas Sr. (personal injury complaint), Jackie Tedeschi (Veterans Day, recent road repairs), Alicia Percell (potential recall), Al Velasquez (Halaco homeless encampment), Raul Arce (helping the homeless), Margaret Cortese (Cultural Arts Commission, potential recall), Greg Runyon (council districts, community cooperation), Lucy Cartagena (downtown restrooms, homelessness), Harold Ceja (La Colonia infrastructure improvements), and Aaron Starr (potential recall).

G. REPORT OF CITY MANAGER

The City Manager commented on staff's follow-up process for community concerns presented at Council meetings. Assistant City Manager Osuna gave a brief report on a grant the city recently received for the La Colonia Green Alleys Program.

H. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending the recent La Colonia Neighborhood Council meeting and local Veterans Day events.

Mayor Pro Tem Ramirez commented on the Vietnam War exhibit at Plaza Park. She reported on attending the recent memorial service for John R. Hatcher, the La Paloma Restaurant celebration, and meeting with a Southern California Edison vice president regarding clean renewable energy. Councilman MacDonald "dittoed" Mayor Pro Tem Ramirez's comments, as he had attended the same events.

Councilmember Perello commented on a recent Homelessness ad hoc committee meeting and the recent Hepatitis A outbreak in San Diego. He reported on attending the John R. Hatcher memorial. He commended the Performing Arts Center on several recent sold-out events. He announced an upcoming racing event at the Ventura County Fairgrounds. He announced that he will fight the recall, if it should happen.

Mayor Flynn reported on attending the Veterans Day event and acknowledged the city staff who organized the event. He commented on the upcoming Thanksgiving holiday, homelessness and public health, and the possibility of declaring a homeless emergency.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Mayor Flynn announced that Item K-5 has been removed from the agenda.

Item K-4 was discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Al Velasquez.

K. INFORMATION/CONSENT AGENDACity Attorney Department

1. SUBJECT: Adoption of **Ordinance No. 2929** Documenting Cannabis Restrictions in the City Zoning Code.

RECOMMENDATION: That City Council approves Ordinance No. 2929 amending Chapter 16 of the Oxnard City Code to prohibit cannabis and cannabis related uses unless specifically provided in individual zones, and to specifically prohibit such uses in the following zones: Commercial Office (C-O), Neighborhood Shopping (C-1), General Commercial (C-2), Central Business District (Cbd), Commercial and Light Manufacturing (Cm), Business and Research Park (Brp), Limited Manufacturing (M-L), and Light Manufacturing (M-1) Zones.

City Clerk Department

2. SUBJECT: Minutes of the September 12, 2017, September 19, 2017, and September 26, 2017, Regular Meetings.

RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

3. SUBJECT: Agreements for City Council Review.

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. LDP Associates (A-8020) for data room battery and cooling tower maintenance (\$38,175).
- B. Encompass Consultant Group, Inc. (A-8013) for on-call civil engineering services (\$250,000).
- C. KEH & Associates, Inc. (A-8014) for on-call civil engineering services (\$250,000).
- D. MV Engineering, LLC. (A-8005) for on-call civil engineering services (\$250,000).
- E. Motorola Solutions, Inc. (Purchase Order No. 6482) for purchase of handheld radios and accessories (\$79,106).
- F. AppleOne Employment Services (7379-16-HR) for temporary staffing to several City departments (\$100,000).
- G. Nesco, LLC. for the purchase of two (2) one ton cab and chassis mounted with three yard container handling body (\$150,794).

Economic Development Department

4. SUBJECT: Disposition of Property, 852 South "A" Street.

RECOMMENDATION: That City Council:

1. Adopt **Resolution No. 15,064** entitled "Resolution of the City of Oxnard, as the

Entity Assuming the Housing Functions of the Former Oxnard Community Development Commission Pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136, Approving the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Vacant Land), by and between the City, as Seller, and George & Manal Jobeh, or Nominee, as Buyer, With Regard to Vacant Land Located at 852 South A Street;”

2. Authorize the City Manager (or designee) to execute the agreement with such non-substantive changes as may be acceptable to the City Attorney and Redevelopment Special Counsel; and

3. Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the agreement, and to administer the City’s obligations, responsibilities and duties thereunder.

5. SUBJECT: Disposition of Successor Agency Owned Property Located at 720 South B Street.

(This item was removed from the agenda.)

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against item K-4, stating he felt the process was wrong, doesn’t help the taxpayers, and plants seeds of doubt in the public’s mind. The motion carried 4-1 on item K-4, and 5-0 on the remaining items.

At this time, the City Manager and Mayor discussed which items should be removed from the agenda due to time. It was decided that Report items M-1 and M-4 would be postponed.

L. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 16-400-04 (Coastal Development Permit); 17-590-01 (Coastal Zone Variance); and 16-300-07 (Tentative Subdivision Map No. 5984). Property Located at the Northeast Corner of Harbor Boulevard & Wooley Road (APN: 196-0-033-295). Filed by Designated Agent Patric Lynam, Planet Home Living, 1451 Quail Street Suite. 204, Newport Beach, CA 92660, on Behalf of the Property Owner.

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,065** upholding the Planning Commission’s approval of Planning and Zoning Permit No. 16-400-04 (Coastal Development Permit), subject to certain findings and conditions;
2. Adopt **Resolution No. 15,066** upholding the Planning Commission’s approval of Planning and Zoning Permit No. 17-590-01 (Coastal Zone Variance), subject to certain findings and conditions; and
3. Adopt **Resolution No. 15,067** approving Planning and Zoning Permit No. 16-300-07 (Tentative Subdivision Map No. 5984) subject to certain findings and conditions; and in lieu of construction of affordable housing units, authorize the applicant to pay the City’s affordable housing fees for the 3.96-acre subdivision project.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The Planning Division Manager gave a report. A brief report was given by Michael Marini, principal of Planet Home Living.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Steve Nash and Jackie Tedeschi. Discussion ensued among the Council and staff.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council, staff, Mr. Marini, and architect Robert Talmadge of Jensen Design & Survey.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the staff recommendation, amended to not allow the payment of in-lieu fees and require that the five affordable units be built on site. The motion failed 2-3 (Perello and Ramirez in favor; Flynn, MacDonald, and Madrigal opposed).

It was moved by Mayor Flynn, seconded by Councilman MacDonald, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, and Madrigal voted in favor; Perello and Ramirez voted against. The motion carried 3-2.

2. **SUBJECT:** Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995). Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant").

RECOMMENDATION: That the City Council:

1. Adopt **Resolution No. 15,068** upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-500-06 (Special Use Permit), subject to certain findings and conditions;
2. Adopt **Resolution No. 15,069** upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-535-01 (Density Bonus), subject to certain findings and conditions; and
3. Adopt **Resolution No. 15,070** approving Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to certain findings and conditions.

The City Clerk announced the affidavit of publication and stated that four written communications had been received.

The Planning Division Manager gave a report and introduced project applicant Henry Casillas. Resident Kelly Ann Christiansen gave a presentation on behalf of the opponents of the project.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Fabian Leon, Daniel Juarez-Diaz, Sofia Vega, Israel Hernandez, Pat Brown, Steve Nash, and Austin Dillon.

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

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to continue the item to January 23, 2018 to allow the developer time to resolve the issues raised in the discussion. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

M. REPORTS

City Attorney Department

1. SUBJECT: Utility Fee Adjustment Ordinance and Procedures.

(This item was postponed due to time.)

Public Works Department

2. SUBJECT: Agreement with Ventura County to Assist with Rice Avenue Grade Separation Project.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute an agreement with the County of Ventura to have its Transportation Department assist the City in the Rice Avenue Grade Separation Project over Fifth Street (State Route 34) and the Union Pacific Railroad; and
2. Approve a budget appropriation in the amount of \$150,000 from Circulation Systems Improvement Fees Fund 354.

3. SUBJECT: Second Amendment to Agreement No. 6944-14-DS with WKE, Inc.

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement No. 6944-14-DS with WKE, Inc., to complete the preliminary design effort for the Rice Avenue Grade Separation Project, in the amount of \$1,023,469.82, which will increase the total cost of the Agreement to \$2,943,468.82.
2. Approve a budget appropriation in the amount of \$1,023,500 in Circulation System Improvement Fees Fund 354, Account No. 354-3109-826.82-09 for Project No. 133101 Rice Avenue at Fifth Street Grade.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendations on items M-2 and M-3 as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

4. SUBJECT: Award Contract for Street Overlays PW 18-02.

(This item was postponed due to time.)

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:44 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: December 5, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. MNS Engineers, Inc. (A-8022) for on-call civil engineering services for the Public Works Department (\$250,000).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

A complete explanation of the agreement and funding sources are attached.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

Agreements for City Council Review
December 5, 2017
Page 2

ATTACHMENTS:

Attachment A: City Manager Contract List for December 5, 2017

City Manager Contract List for 12/05/2017

Contracts from \$25,000 to \$250,000

A On-Call As Needed Civil Engineering Services

Vendor: MNS Engineers, Inc.
Type: Original Agreement
Agreement No.: A-8022
Amendment No.: N/A
Purchase Order No.:
Begin Date: 11/28/2017
End Date: 11/28/2020
Term: Three Years

Amount to be Approved: \$250,000
Current FY Amount: \$85,000
Total Contract Amount: \$250,000
Funding Source: Several
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 11
Project Manager: Ralph Alamillo
Department: Public Works
Telephone: 805-754-7155
Email: ralph.alamillo@oxnard.org

Purpose: Staff is requesting authorization to enter into an Agreement with MNS Engineers, Inc. (A-8022) in a not to exceed amount of \$250,000 for on-call civil engineering services for three years.

On April 24, 2017, the City sent out a Request for Proposals to twenty-one (21) firms which specialize in this type of service, advertised in the Public Planrooms and on the City's website. Eleven firms responded and a panel selected six (6) firms that best met the City's criteria from the Request for Proposals. The criteria included: 1. Understanding the scope of work; 2. Firm experience; 3. Familiarity with City procedures; 4. Quality of work; 5. Capable of developing innovative or advanced techniques; 6. Project team experience & qualifications; and 7. Resource availability.

Staff is recommending entering into six separate agreements for on-call civil engineering services with the following companies:

1. Encompass Consultants Group, Inc. - approved by City Council on November 14, 2017
2. AECOM Technical Services
3. MNS Engineers, Inc.
4. Stantec
5. KEH & Associates, Inc. - approved by City Council on November 14, 2017
6. MV Engineering, LLC. - approved by City Council on November 14, 2017

Staff will return back with individual agreements at a later date.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: December 5, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: 2018 Meeting Schedule for Legislative Bodies

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council approve the proposed meeting dates for the calendar year 2018.

BACKGROUND

Per Oxnard City Code section 2-1 (A), the City Council meets regularly on Tuesdays, usually scheduling three or four meetings each month. The Council has the ability to schedule additional meetings as necessary or to cancel meetings due to lack of business.

Staff proposed the following meeting dates for the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the following meeting dates for the calendar year 2018.

January	9, 23 and 30
February	6, 13, 20 and 27
March	6, 20 and 27
April	3, 10, 17 and 24*
May	1, 8, 15 and 22*
June	5, 12, 19 and 26*
July	10, 17 and 24
August	NO MEETINGS
September	11 and 18
October	2, 9, 16 and 23

2018 Meeting Schedule for Legislative Bodies

December 5, 2017

Page 2

November 13 and 27
 December 4, 11 and 18

The Council usually does not have meetings on the fifth Tuesday of a month and on any Tuesday occurring on a holiday or close enough to a holiday to potentially impact public participation in agenda development, in preparation for the meetings, or at the meetings themselves. In addition the City Council has traditionally gone dark in August to provide a block of time to accommodate vacation plans. Staff is recommending that the fourth Tuesday in the months of April (24th), May (22nd), and June (26th) be held in reserve as potential dates for Work Sessions. The Council also cancels a meeting in conflict with the National League of Cities Congressional Conference which is scheduled to be held March 11-14, 2018 which would affect the City Council meeting schedule. The Tuesdays on which the Council **would not** meet, along with the reasons are listed below:

January 2 and 16	Accommodate New Year's Day Holiday schedule and day after Dr. Martin Luther King, Jr. Day Holiday
March 13	National League of Cities Conference
May 29	Day after Memorial Day Holiday and 5 th Tuesday of the Month
July 3 and 31	Day before 4 th of July and 5 th Tuesday of the Month
August 7, 14, 21 and 28	Dark the Month of August
September 25	International City Manager Association Conference
October 30	5 th Tuesday of the Month
November 6 and 20	Election Day and Thanksgiving Holiday
December 25	Christmas Day and to accommodate for Holiday Schedule

This schedule results in a total of 36 meetings scheduled for the 2018 calendar year. It is further recommended that Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of meetings at 6:00 p.m. Closed sessions would continue to start at 4:30 p.m., if necessary. Evening meetings have been successful in meeting the goals of increasing public participation, either through personal attendance at Council meetings held in the evenings, or viewing Council sessions on television, Spectrum, Channel 10 and Frontier Communications, Channel 35. Residents also have access to Council meetings via the Internet.

FINANCIAL IMPACT

None.

2018 Meeting Schedule for Legislative Bodies
December 5, 2017
Page 3

ATTACHMENTS:

Attachment A: City Council Calendar - 2018

2018

January

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

Su	Mo	Tu	We	Th	Fr	Sa
30						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

October

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

Su	Mo	Tu	We	Th	Fr	Sa
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29



Closed City Hall Dates Fridays and Holidays



Recommended City Council Meeting Dates



Potential Meeting Dates



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Adoption of Ordinance No. 2931 Amending Ordinance No. 2481 for the Vineyard Gardens Project

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That the City Council approve Ordinance No. 2931 amending Ordinance No. 2481 for the Vineyard Gardens project located at 161 West Stroube Street to delete the requirement that the existing 62 affordable housing units be converted to condominium or cooperative ownership by 12/31/2016.

BACKGROUND

This Ordinance was introduced at the November 28, 2017 City Council meeting. If the ordinance is adopted on December 5, 2017, it will take effect after 30 days.

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

Adoption of Ordinance 2931

December 5, 2017

Page 2

culture.

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

Objective 2b. Improve relationships and communication between the City and the business community.

FINANCIAL IMPACT

This project will result in the private investment of funds towards the renovation of an apartment housing project. Those improvements will result in increased future property tax.

ATTACHMENTS:

Attachment A - Ordinance No. 2931

ORDINANCE NO. 2931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ORDINANCE NO. 2481 FOR THE PROPERTY LOCATED AT 161 WEST STROUBE STREET, OXNARD TO REMOVE PART 2 B PERTAINING TO CONVERSION OF RENTAL UNITS TO FOR SALE UNITS. FILED BY VINEYARD GARDENS ASSOCIATES, L.P., 330 WEST VICTORIA STREET, GARDENA, CA 90248

WHEREAS, on January 12, 1999, the Oxnard City Council adopted Ordinance No. 2481 approving a zone change (PZ No. 98-5-6) for the property located at 161 West Stroube Street; and

WHEREAS, Part 2B of Ordinance No. 2481 contained a requirement that the units be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than December 31, 2016, in accordance with applicant federal law and regulations for affordable housing tax credits; and

WHEREAS, the conversion of the rental units to condominium or cooperative ownership is not allowed by California Tax Credit Allocation Committee (CTAC) financing subsequently issued for the project and currently provided to the project; and

WHEREAS, the removal of the Part 2B has been requested by Vineyard Gardens Associates, L.P. as part of Planning & Zoning Permit No. 17-550-03; and

WHEREAS, the removal of the Part 2B requirements within Ordinance No. 2481 will ensure the long term affordability of 62-rental units through the year 2073; and

WHEREAS, no residents will be displaced by this Ordinance amendment; and

WHEREAS, this Ordinance amendment will facilitate investment and renovation of the project site.

WHEREAS, this Ordinance modification has been found to be exempt from environmental review based on the general rule exemption, in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3) where it can be seen with certainty that changing a local regulatory agreement to be consistent with a state agency regulation will not have a significant effect on the environment.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Ordinance No. 2481 is hereby amended to remove Part 2B in its entirety.

Section 2. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 3. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 4. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 5th day of December, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: First Amendment to License Agreement for Plaza Park Farmers Market

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That the City Council approves the First Amendment to the License Agreement for Plaza Park Farmers Market.

BACKGROUND

The Farmers Market has been a tradition in the City of Oxnard ("City") for 25 years. The Market is held every Thursday at Plaza Park, rain or shine. Some of the offerings of the Farmers Market include a venue to buy locally grown farm products such as fruits, flowers, vegetables, eggs, nuts and honey, fresh-baked bread, assorted live plants, and jewelry. Live entertainment is offered with ample seating to enjoy the setting. Onsite snack and lunch options complement Downtown eateries that offer a wide variety of choices.

The Market was overseen by the former Community Development Department in the mid to late 2000's and was then picked up by Economic Development Collaborative of Oxnard ("EDCO") and the Oxnard Downtown Improvement District ("ODID") for a brief stint, before coming back to the current Community and Economic Development Department in 2014. The Market became lack luster and was losing its prominence in our community, largely due to a performance issue by the operator. A Request for Proposal ("RFP") was sent out to hire a Farmers Market operator, and only two applicants responded; the former operator's wife, and the Oxnard Downtowners.

First Amendment to License Agreement for Plaza Park Farmers Market

December 5, 2017

Page 2

The committee who reviewed the RFP's overwhelmingly voted for the Downtowners. The Downtowners board consists of Gary Blum, Betty Kennedy, and Pablo Ortiz. The City and Downtowners both went back and forth on the deal points of the contract for several months before coming to a resolution. When all issues were settled, the contract was signed off by all parties.

On October 1, 2014 the City and the Oxnard Downtowners, a California public benefit corporation doing business as Downtown Oxnard Merchants Association ("DOMA") entered into a License Agreement for the use of Plaza Park for a Farmers Market for three years. The fee for this license agreement was one dollar (\$1) for all three years. The License Agreement states in Section 19 in Exhibit C that if, by Year 3 of original agreement, the License is amended for time "that fifteen per cent (15%) of the Operator's (DOMA) quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars (\$2,850) shall go to the City."

During the time of the original License Agreement, DOMA supplied to City staff information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance.

Through negotiations with DOMA and City staff in October and November of 2017, it was agreed that in Year 1 of the First Amendment to the License Agreement DOMA shall pay to the City a fee of one dollar (\$1). In Year 2 and Year 3, DOMA shall pay to the City fifteen per cent (15%) of the Operator's quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars (\$2,850). This amount shall be paid to the City quarterly, or successive three-month periods commencing upon the first date of the month on which this Amendment becomes effective.

During the term of this Amendment, DOMA shall provide to the City information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance on a quarterly basis.

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 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods.

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

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:

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

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.

Objective 2b. Improve relationships and communication between the City and the business community.

Objective 2c. Capitalize on historic, cultural and natural resources.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities:

Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

In Year 1 of Amendment, DOMA will pay the City one dollar (\$1).

In Year 2 and Year 3, DOMA's quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars (\$2,850.00) will be paid to the City. This amount shall be paid to the

First Amendment to License Agreement for Plaza Park Farmers Market
December 5, 2017
Page 4

City at the end of each quarter. The term "quarter" shall mean successive three-month periods commencing upon the first date of the month on which this License becomes effective. Payment received will be recognized to General Fund Economic Development Misc. Revenue (Account 101-8210-581-7523).

In order to insure compliance with Amendment, DOMA will supply to City staff information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance on a quarterly basis.

ATTACHMENTS:

Attachment A: Agreement No. 6910-14-CD

Attachment B: First Amendment to Agreement No. 6910-14-CD v2

Agreement No. 6910-14-CD

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into this 1st day of October, 2014, (hereinafter the "Effective Date") by and between the City of Oxnard ("City") and Oxnard Downtowners, a California public benefit corporation doing business as Downtown Oxnard Merchants Association ("DOMA"), ("Licensee").

WHEREAS, the City owns the public property described and physically shown in Exhibit "A" attached hereto and incorporated herein by this reference ("License Area"); and

WHEREAS, the City wishes to grant a License to Licensee to enter the License Area for the purpose of conducting a Certified Farmers Market ("Activity"); and

WHEREAS, Licensee desires to use the License Area for the above-stated Activity at such days, times, intervals and duration as provided herein; and

WHEREAS, the City desires to make the License Area available to Licensee to conduct the Activity at such days, times and intervals for the term of this License.

NOW, THEREFORE, the City and Licensee hereby agree as follows:

1. License Granted

a. Subject to the conditions contained in this License, the City grants to Licensee a non-exclusive, revocable license to conduct the Activity on the License Area.

b. The Licensee's rights and entitlements under this License shall not commence until the Conditions Precedent set forth in Exhibit "B" (attached hereto and incorporated herein by this reference) have been fulfilled to the reasonable satisfaction of the City.

c. Upon satisfying the requirements of Exhibit "B," the Licensee may commence use of the License Area for the Activity, subject to the Operational Parameters set forth in Exhibit "C" (attached hereto and incorporated herein by this reference).

d. The fee for this License is specified in Section 19 of Exhibit "C" hereto.

e. Licensee may associate with another California nonprofit organization to facilitate the terms of this License. Should any such association occur, the associated organization shall be bound to the same terms applicable to Licensee under this License.

2. Maintenance

a. Licensee Responsibilities. In consideration for this License, Licensee shall at all times:

(1) Comply, and cause its agents, representatives and associates to comply, with all laws, regulations, and orders of governmental authorities applicable to the Activity, and the provisions set forth Exhibits "B" and "C" hereto, as same may be amended by the City from time to time. The Activity shall be operated in accordance with the highest standards and practices in the industry.

(2) Obtain an appropriate use permit from the City for the Activity and comply with all terms and conditions of such use permit.

(3) Maintain the License Area and the area within twenty five (25) feet surrounding the License Area free of litter, trash and other debris, except to the extent the same are present at the commencement of each Activity. In the event Licensee fails to remove any merchandise, inventory, furniture, goods, wares or other property from the License Area after Activity hours, the City may retain all such property at a storage facility or dispose of such property at its sole discretion without any liability to the City or Activity vendors.

(4) Cooperate with the City's staff as requested.

(5) Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.

(6) Return the License Area in as good a condition as when this License commenced.

(7) Provide the City a copy of any contract Licensee may enter into for operation of the Activity.

(8) Promote the Activity.

3. Term of License

The term of this License shall begin on the Effective Date, and shall terminate three (3) calendar years thereafter, on October 1, 2017, unless extended or terminated as provided for herein.

4. Termination

a. This License may be immediately terminated by the City Manager or designee ("Manager"), with good cause, by notifying Licensee in writing of Manager's desire to terminate the License. For purposes of this License, the term "good cause" means any or all of the reasons described in Section 20 of Exhibit "C" hereto.

b. This License may be terminated by either party without cause upon giving the other party a written notice to terminate a minimum of 30 days prior to termination.

5. Permits, Licenses and Certificates

Licensee, at Licensee's expense, shall obtain and maintain during the term of this License, all permits, licenses and certificates required in connection with the conduct of the Activity.

6. Taxes

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Activity, License Area and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Activity.

7. Indemnity by Licensee

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Licensee's construction on or about the License Area; (ii) Licensee's maintenance of or use of the License Area that is subject to the Activity; (iii) state of repair of the License Area; or (iv) presence of the Activity. 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. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee 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 the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. 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 Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive expiration of this License or its earlier termination. The provisions of this Section shall not be restricted by and do not affect the provisions of this License relating to insurance.

d. Any associated organization pursuant to Section 1(e) shall be bound by these indemnity terms.

8. Insurance

a. Licensee shall obtain and maintain during the term of this License the insurance coverages as specified in Exhibit "K," attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages.

b. Licensee shall, prior to use of the License Area, file with the Risk Manager evidence of insurance coverage as specified in Exhibit "D." Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit "D."

9. Governing Law

The construction and interpretation of this License and the right and duties of the City and Licensee hereunder shall be governed by the laws of the State of California.

10. Compliance with Laws

Licensee shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the License Area.

11. Notices

a. Any notices to the City may be delivered by mail addressed to: City of Oxnard, 300 West Third Street, 4th Floor, Oxnard, California 93030, Attention: City Manager.

b. Any notice to Licensee may be delivered by mail addressed to: Downtown Oxnard Merchants Association, P.O. Box 1892, Oxnard, California 93032, Attention: President.

12. Assignment

Except as provided in Section 1(e) of this License, Licensee may not delegate its rights or duties under this License without the written consent of the Manager, which consent may not be unreasonably withheld for any reason.

13. Successors and Assigns

This License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Licensee, for the benefit of the License Area.

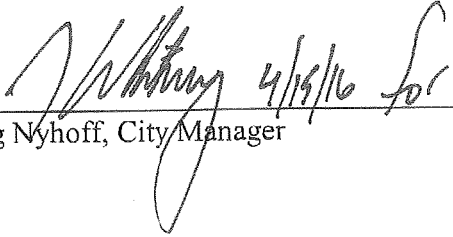
14. Amendment

This License may be reviewed or amended at any time. Any amendments to this License shall become effective only when agreed to in writing by both the Manager and Licensee.

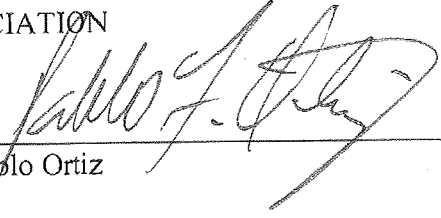
15. Entire Agreement

This License constitutes the entire agreement of the City and Licensee regarding the subject matter hereof and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

 4/15/16 for
Greg Nyhoff, City Manager

DOWNTOWN OXNARD MERCHANTS
ASSOCIATION

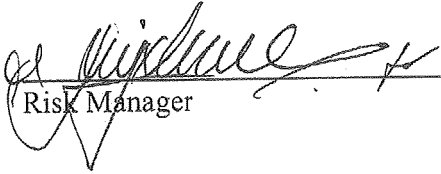
By: 
Pablo Ortiz

Its: President

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:


Risk Manager

APPROVED AS TO CONTENT:

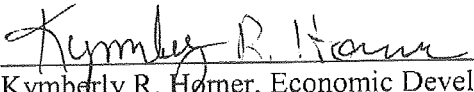
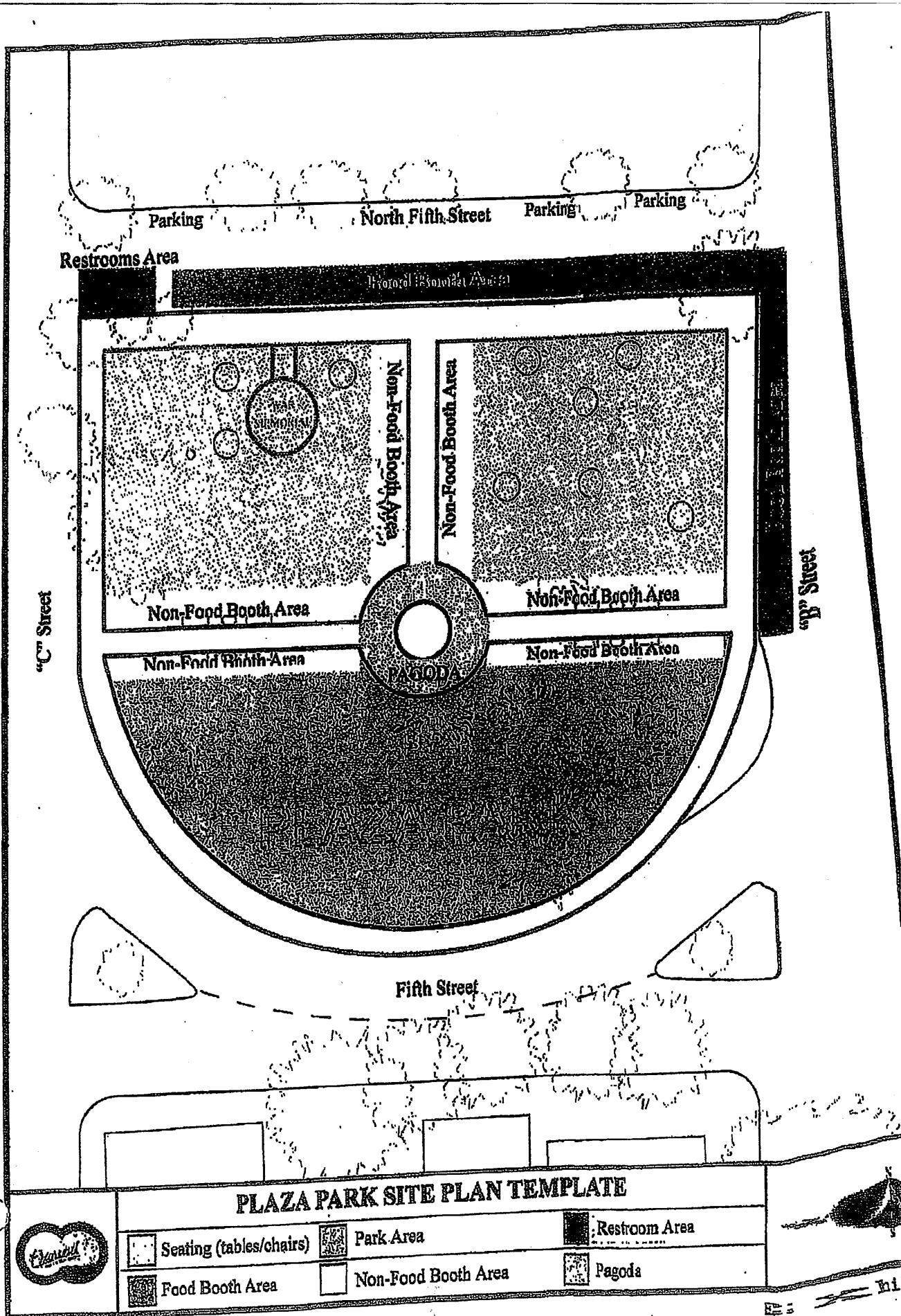

Kymberly R. Horner, Economic Development Director

Exhibit "A"
LICENSE AREA



[illegible]

Exhibit "B"

CONDITIONS PRECEDENT

1. Financial Capacity: The Licensee shall evidence financial capacity by providing financial documentation (bank statements, balance sheets, etc.) showing that the Licensee has at least six (6) months of liquid working capital OR the ability to obtain it.

2. Management Plan: The Licensee shall provide a Management Plan that includes the following components:
 - a. Operational Oversight. Establishment and functionality of an Operations Committee to oversee event planning and implementation, with the express inclusion of the Oxnard Downtown Management District, nearby businesses and property owners, and the City as members and advisers.

 - b. Public Safety. Provisions for security and crowd control including, but not limited to, the involvement of public safety personnel in event planning, protocols for handling crowd disturbances and the presence of the Licensee to serve as a point of contact for public inquires and provide overall event coordination.

 - c. Event Staging. Procedures for event staging including, but not limited to, setup/cleanup, refuse collection/disposal, provision/servicing of sanitary facilities, type/placement of directional and promotional signage, and location/reservation of parking for vendors and patrons.

3. Marketing Plan: The Licensee shall provide a Marketing Plan that includes the following components:
 - a. Event Venue. Overall strategy with regard to event frequency, target audience, complimentary entertainment and promotional advertising to affirmatively further the City goals of showcasing downtown as a vibrant commercial and entertainment destination.

 - b. Physical Layout. Conceptual plan showing the anticipated number of proposed vendors, the location and interspersing of products, staging of entertainment and the anticipated foot traffic for the customers to have an unfettered and pleasant experience at the Market.

 - c. Product Control. Guidelines as to the screening/selection of vendors to ensure the best possible mix and highest quality of fruits, vegetables, and non-agricultural products that maximize customer selection and minimize over-duplication.

12:04 PM
07/08/15
Cash Basis

Oxnard Downtowners
Balance Sheet
As of July 8, 2015

K.6.a

	Jul 8, 15
ASSETS	
Current Assets	
Checking/Savings	
Checking	19,906.61
Total Checking/Savings	19,906.61
Accounts Receivable	
Accounts Receivable	-125.00
Total Accounts Receivable	-125.00
Total Current Assets	19,781.61
TOTAL ASSETS	19,781.61
LIABILITIES & EQUITY	
Equity	
Opening Bal Equity	19,335.13
Retained Earnings	-5,016.13
Net Income	5,462.61
Total Equity	19,781.61
TOTAL LIABILITIES & EQUITY	19,781.61

12:05 PM
07/08/15
Cash Basis

Oxnard Salsa Festival
Balance Sheet
As of July 8, 2015

	Jul 8, 15
ASSETS	
Current Assets	
Checking/Savings	3,018.71
Oxnard Salsa Festival-First CA	101,583.30
Oxnard Salsa Festival-Rabo	104,602.01
Total Checking/Savings	104,602.01
Accounts Receivable	
Accounts Receivable	-302.67
Total Accounts Receivable	-302.67
Total Current Assets	104,299.34
TOTAL ASSETS	104,299.34
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	23,436.86
Unrestricted Net Assets	40,604.93
Net Income	40,257.55
Total Equity	104,299.34
TOTAL LIABILITIES & EQUITY	104,299.34

Oxnard Downtowners / Oxnard Salsa Festival Combined Financials

DOMA FINANCIAL STATEMENT	7/8/2015	2014	2013	2012.00
balance forward 1.1	78,538.46	74,249.90	60,308.05	47210.00
INCOME				
Membership	1455	1160	1,215.00	1420.00
Salsa Festival 2014	128,355.00	295,261.29	343,919.21	317617.00
DT Farmers Market	25,484.85	10,911.08		
DT Food Trucks	2,966.65			
Holiday 2010				
Holiday 2013(2012) (2011)(2010)		5310	1,900.00	17797.00
Holiday 2014	125	16475	20,768.21	
Pagado Acct Transfer				
Tamale Festival				
Other Misc./ODMD	10000			50.00
Total	168386.5	329117.37	367,802.42	336884.00
		403367.27	428,110.47	384094.00
EXPENSES				
Bank Charges	113.72			95.00
Computer Office Expense		200.19	447.23	70.00
Dues: CDA, CalFest, CofC	405	1005	1,377.94	3805.00
DT Farmers Market	22716.85	8252.05		
DT Food Trucks	3140			
Holiday 2012 (2011)				1231.00
Holiday 2013 (2012)		188.03	44.95	24139.00
Holiday 2014 (2013)		24952.19	25,526.85	
Insurance: D&O, Liability	600	1728	2,232.05	1729.00
License: business			10.00	
Office Supplies	153.19	246.87	141.98	
PO Box Rental	62	62	60.00	58.00
Postage / Shipping	4.41	98	46.00	
Printing/Publications				68.00
Program Expense	1401.6		1,000.00	350.00
Rent	4390	5110	5,500.00	1000.00
Salsa Festival Expense	88,097.55	277,099.26	312,219.69	285667.00
Salsa Festival Exp 2015 (2014)		2940	2,526.00	2364.00
Sponsorships/Contributions			500.00	500.00
Tamale Festival 2010				
Taxes & Fees	85	105	152.20	105.00
Telephone	1497.12	2202.12	2,075.68	2605.00
Total	122666.44	324188.71	353,860.57	323786.00
Sales Tax		5,235	5,023.00	4813.00
Bank Acct Balances 12/31/2014				
Rabobank DOMA account	19,906.61	14,194.00	10,876.20	12107.27
Rabobank SALSA account	101,583.90	61,325.75	57,139.48	26055.55
Pacific Western Bank Salsa account	3,018.71	3,018.71	6,234.22	22145.23
	124,508.62	78,538.46	74,249.90	60308.05

Oxnard Downtowners (aka Downtown Oxnard Merchants Association or DOMA)
dba Oxnard Salsa Festival

77-0367510

MEMO



September 8, 2014

TO: Contract Compliance Committee

VIA: Mike More, Financial Services Manager

FROM: Kymberly Horner, Interim Redevelopment Services Manager *KH*

SUBJECT: License Agreement Between the City and Downtown Oxnard Merchants Association for Conducting a Certified Farmers Market

The Community Development Department requests approval of License Agreement No. 6910-14-CD, authorizing the Downtown Oxnard Merchants Association to conduct a Certified Farmers Market at Plaza Park ("Market"). At present, the Market is conducted through the Oxnard Downtown Management District ("ODMD"). The agreement under which ODMD operates expired on June 30, 2014 ("Original Termination Date"), and has been continued on a short term basis pending award of a new contract.

In advance of the Original Termination Date, and with City Council consent, staff solicited proposals from other possible Market operators. Upon receipt of proposals, and with the involvement of staff and downtown stakeholders (including ODMD), the Downtown Oxnard Merchants Association ("DOMA") was selected as the preferred operator. Although the License Agreement becomes effective upon its execution, DOMA may not commence operations and replace the current Market operator until the following conditions precedent have been satisfied:

- Evidence of Financial Capacity.
- Preparation of a Management Plan.
- Development of a Marketing Plan.

Upon satisfying the Conditions Precedent, DOMA must abide by detailed operational parameters as detailed in Exhibit "C" of the proposed License Agreement. The term of the License will be for a period of one year following its execution. Either party may terminate the License by providing prior reasonable notice. An extension of term will require formal amendment of the Agreement. **Licensee shall pay the City a fee of \$1.00 plus 15% of Operator's quarterly gross revenue in excess of \$2,850.00.**

As consideration for the License, DOMA is required to compensate the City based on actual performance. In addition, all costs associated with staging, managing, marketing and operating the Market will be the responsibility of DOMA.

If you have any questions, please call me at extension 7853.

Thank you.

DT Farmers Mkt. September 2014 - June 2015

INCOME	Se/Oc 14	Nov. 2014	Dec. 2014	Jan. 2015	Feb. 2015	Mar. 2015	Apr. 2015	May. 2015	June. 2015		partial July. 2015
Vendor Fees	5411.6	2915.61	2396.78	3510.58	3906.05	3918.93	4595.54	3524.57	3749.55	\$33,929.21	927.63
Producer Fees	62.36	62.36	62.37	203.33	203.33	203.34	272	218	204	\$1,491.09	48
TOTALS										\$35,420.30	
15% to City qrtly			181.09			1272.34			1852.94	\$8,806.37	
15% to city mnthly	384.24	9.84	0	99.04	158.4	160.33	261.83	101.18	134.92	\$1,309.78	
EXPENSE											
Entertainment	305	200	280	355	455	555	430	375	530	\$3,485.00	75
Supplies	125.06									\$125.06	
VC Health Dept	581							180		\$761.00	
Parade Float			300							\$600.00	
Port a Potties		1233	674.8		500	500	500	625	500	\$4,532.80	500
Sound System					367.19					\$367.19	
City Corps					1050					\$1,050.00	
Office Supplies						10.66	14.85			\$25.51	
Marketing			310.69	679.02	150	209.78	170.3	110		\$1,629.79	
Market/Rack Cards							238.86			\$238.86	
Marketing Twitter							5			\$5.00	
Marketing Insta.							43.09			\$43.09	
Marketing Social M								44.01		\$44.01	
CDFA - Cashier							187.09			\$187.09	
CDFA - Cashier							610			\$610.00	694
VC Ag	60									\$60.00	
										\$13,764.40	
Labor. Consult.	750		1400	600	437.5	750	750	750	750	\$6,187.50	700
Labor. On site				282	525	321	663	447	300	\$2,538.00	99
Labor. Set Up	770		962.5	962.5	577.5	577.5	1522.5	770	962.5	\$7,105.00	
Xmas Float Const.			300							\$300.00	
										\$16,130.50	
Total Expenses										\$29,894.90	
Net Gain										\$5,525.40	

Exhibit "C"

OPERATIONAL PARAMETERS

1. Hours: This License is for a turnkey operation of a year-round Certified Farmers Market as defined in the California Health and Safety Code and as certified and regulated by the State of California (the "Market"). The frequency, days of the week and hours of operations shall be subject to mutual agreement between the City and Licensee and detailed in the Management Plan. Any changes to the frequency, days of the week or hours of operation shall be by mutual written agreement of the City and Licensee.
2. Location: The City and Licensee acknowledge that the exact location of the License Area is subject to the approval and issuance of land use permits (if required). In addition, City Manager or designee may reasonably reconfigure the License Area in order to accommodate and/or address any required changes or extend the load out and load in hours. The Licensee cannot allow any Market activities outside the License Area without the prior written approval of the City Manager or designee.
3. Covenants of Licensee: The Licensee must provide a full turnkey year-round Certified Farmers Market during the times described in the Management Plan, which Market must be operated and maintained by a qualified operator at its sole cost and expense, in a first-class manner, and in compliance with all applicable ordinances, resolutions, rules and regulations of the City, County, State and Federal Law, as well as standard industry practices including, without limitation, with on-site Market management, Market rules, and periodic (non-notified) Market inspections.
4. Vendors: The Licensee at its sole cost and expense will work with approved organization(s) to book vendors for the Farmers Market who produce and sell fresh California produce, including fruits, nuts, vegetables, cut flowers, artisan breads, artisan prepared foods, gifts, "green" crafts and other products sold at comparable Certified Farmers Markets; provided, however, all such vendors booked for the Farmers Market are subject to the terms of this License.
5. Security: The Licensee or its Agent at its sole cost and expense must provide all necessary security and safety devices to protect the patrons of the Farmers Market during the Market's operating hours.
6. Image: The Licensee at its sole cost and expense must promote the Farmers Market and Downtown Oxnard image as a healthy, vital part of the community.
7. Permits: The Licensee at its sole cost and expense must obtain and maintain all necessary permits, certificates, and licensees required to operate a Certified Farmers Market at the License Area and must ensure that all participating farmers, producers, entertainers and vendors obtain and maintain all necessary permits, certificates, and licenses require pursuant to the Certified Farmers Market regulations, local City, County, State and Federal laws.
8. Surrender: The Licensee at its sole cost and expense must surrender the License Area in the same condition, with all refuse, rubbish, and personal property removed, as when received by Licensee each week before the Market, with exception for any normal wear or tear.

9. Damage: The Licensee cannot remove, damage, or alter in any way the existing improvements or personal property of the City; and the Licensee must repair, at its sole cost and expense, any damage or alteration to the License Area in the same condition that existed before the damage or alteration.
10. Special Activities: Upon receiving written approval from the City Manager or designee one week in advance of the Market, the Licensee may provide special activities at the Market such as entertainment and cooking demonstrations from time to time. The Licensee and City must agree on an annual calendar of special Market activities, subject to update during the year upon written approval from the City Manager or designee.
11. Name: The Licensee agrees to use the name "Downtown Oxnard Farmers Market" exclusively during its operation of the Market. The City retains ownership of said name and all rights associated therewith.
12. Maintenance of License Area: The Licensee agrees to keep License Area, including landscaped areas, free of debris after each use; failure to comply may result in an assessment of fees to cover cost of cleaning and/or in immediate termination of the License at the sole discretion of the City Manager.
13. Vehicles: At no time may any market vendor or other person associated with the Licensee park any vehicle in the landscaped areas of the License Area.
14. Condition: During the term of this License, the Licensee must maintain the License Area in a good sanitary and neat order during its hours of operation. During the term of this License, the City should maintain the License Area in good condition and repair similar to its other parking lots.
15. Conflicting Events: The City Manager and Licensee will work together to relocate, reconfigure, reschedule, or cancel the Market from time to time if the City activities are scheduled to take place on the same day or there are environmental emergencies. The Licensee's monthly fee will be prorated to reflect the cancellation of any Market days.
16. Property Interest: This License does not convey any property interest to the Licensee. Except for areas restricted because of safety concerns, the City and the general public will have unrestricted access upon License Area for all lawful acts.
17. License Area Parking/Signage: Reasonable effort will be made by City Manager or designee to resolve problems prior to the Market day including the Licensee posting parking lot signs or delineators the morning or evening before the Market event indicating to the public that the License Area is reserved for the Market and no parking is allowed in the License Area during the hours of Market operation. Should non-event vehicles be parked in the License Area the morning of the Market, the Licensee must attempt to advise vehicle owners that the vehicles must be relocated outside the License Area; otherwise the vehicles may not be allowed to be removed until after the Market is closed or arrangements can be made by the Licensee to safely relocate the vehicles by the driver during the event.
18. Rights to Extend: Any term extension may be at the rental fee set forth below and otherwise upon the same covenants, conditions, and provisions as provided in this License.

19. Fee: Upon satisfying the Conditions Precedent (Exhibit "B" of the License), the Licensee shall pay the City a fee of \$1.00. By Year 3, if the License is amended for time, then it will be negotiated that fifteen per cent (15%) of Operator's quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars (\$2,850.00) shall go to the City. This amount shall be paid to the City at the end of each quarter in arrears (the "Fee"). A late charge of \$500 applies on the second (2nd) of the month following the end of each quarter. As used herein, the term "quarter" or "quarterly" shall mean successive three-month periods commencing upon the first date of the month on which this License becomes effective. Each quarterly payment shall be accompanied by a report by the Licensee that provides the following information with supporting documentation: (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance.

20. Termination: The City has the right to terminate this License as described in Section 4 for the following reasons:

(a) City's receipt of a written notice from any governmental authority that the Market violates or fails to comply with Applicable Laws or fails to maintain its certification as a Certified Farmers Market; provided, however, if such violations are curable, Licensee may cure any such violations within fifteen (15) days from the date the Licensee receives written notice of the same. Time allowed to cure violations may be extended at the sole discretion of the City Manager.

(b) Failure to comply with the terms and conditions as set forth in this License may result in immediate termination at the sole discretion of the City Manager, including failure of Licensee to operate in a first-class manner, as evidenced by the City receipt of significant complaints about the Market, discourteous treatment of the public by Licensee's employees or non-compliance with the Management Plan or Marketing Plan stipulation in Exhibit "B" and approved by the City.

21. Waiver of Claims: Licensee expressly waives all rights, if any, to assert any claims against the City, its officials, agents or employees, as their interests may appear, for any damage, destruction or loss to Licensee and/or its agents, representatives or employees by any reason of fire, theft, robbery or burglary, bodily injury, personal injury, death or any other cause whatsoever, unless and to the extent resulting from the gross negligence or willful misconduct of the City. The City has no responsibility to provide security, supervision or protection against any loss or harm that may be sustained by Licensee (or its employees, agents, representatives and guests) at the Market. Licensee accepts all responsibility for any injury or public liability incurred as a result of its use of the License Area unless it is demonstrated that any such claim is the due to the gross negligence or willful misconduct of the City or its officials, agents, or employees. Any associated organization pursuant to Section 1(e) of this License shall be bound by the terms of this Section.

22. Event Costs. Licensee is responsible, at its sole cost, for all expenses associated with the promotion, advertising, staging and production of the Market including, but not limited to display ads, flyers, social media and coupon-type activities for the entire term of the License.

23. Personal Agreement: Licensee understands and agrees that this License is personal to Licensee and it cannot be constructed to convey any interest whatsoever in or to real property including, without limitation, the License Area. Licensee has no right to assign, enter into a sublicense (other than to vendors offering product at the Market) or otherwise transfer or encumber this License or any of the Licensee's rights hereunder without prior the City approval by amendment.

Exhibit “D”
INSURANCE REQUIREMENTS

24. Independent Contractor: The relationship created by this License and the operation of the License Area by Licensee as a Certified Farmers Market is that of an independent contractor and Licensee and its employees are not considered to be employees of the City nor can anything contained herein be deemed in any way to constitute a partnership, joint venture or joint enterprise between the City and Licensee. Subject to the provisions of this License, Licensee has sole control, supervision, direction and responsibility over the vendors at the Market, its employees and the manner and means of operating the License Area.

25. Benefits: Licensee is solely responsible for, and will hold the City harmless from, all matters relating to payment of Licensee's employees, agents, subcontractors, and consultants, including compliance with social security requirements, federal and state income tax withholding, and all other regulations governing employer-employee relations. Licensee acknowledges that Licensee and its employees are not entitled to any of the benefits or rights afforded employees of the City including, without limitation, sick leave, vacation leave, compensatory leave, or health, life, dental, long-term disability, and workers' compensation insurance benefits.

26. Agency: Licensee and its agents, employees, subcontractors, and consultants are not, and cannot be deemed to be agents of the City, and have no authority, expressed or implied to act on behalf of the City in any capacity, as agents or otherwise, or to bind the City to any obligations.

33. Access to Records: Licensee agrees that upon twenty-four hours' notice, the City will be provided access to all accounting records of Licensee for the Market including, without limitation, duplicate vendor receipts and complete contact information for participating vendors.

35. Successors and Assigns: This License is binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment.



Downtown Oxnard Merchants Association / Downtown Oxnard Farmers Market

TO: Marisela Ledezma Hart, City of Oxnard, Finance/Purchasing Department
FROM: Gary Blum, Farmer Market Committee Chair, Oxnard Downtowners
RE: Farmers Market License Agreement
DATE: 1-25-16

We were notified of additional insurance requirements for the completion of the Farmers Market License Agreement between our organization and the City of Oxnard.

We are requesting a waiver of these requirements due to the fact that our organization does not own or lease any vehicles for the "Certificate of Insurance for auto liability" and the "Additional Insured endorsement for auto liability" requirements to apply to. We also do not own any property as we lease office space in downtown.

We are also requesting a waiver of the "Certificate of insurance for workers compensation" and the "Waiver of subrogation for workers compensation" as we have no employees only utilizing contractors and/or volunteers.

Please let us know if this meets with City approval as we need to complete the Farmers Market License Agreement as soon as possible for County Agricultural Department requirements.

Thank you.

Cc:
Kymberly Horner, City of Oxnard
Pablo Ortiz, Oxnard Downtowners Chair

P.O. Box 1892, Oxnard, CA 93032 ~ 805.247.0197
www.OxnardDowntowners.org



CERTIFICATE OF LIABILITY INSURANCE

OXNADOW-01

AMITCHELL

DATE (MM/DD)

K.6.a

3/23/2016

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 License # 0757776
Oxnard, CA - Laubacher - HUB International Insurance Services Inc.
200 W Fifth Street
Oxnard, CA 93030

CONTACT NAME:

PHONE (A/C, No, Ext): (805) 483-2477

FAX (A/C, No): (805) 512-8779

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Burlington Insurance Company

23620

INSURED

Oxnard Downtowners
P.O. Box 1892
Oxnard, CA 93032

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	X	150B013254	08/03/2015	08/03/2016	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMPI/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

The City of Oxnard is named as an additional insured under the General Liability policy with respect to the weekly Farmers Market, per attached endorsement.

CERTIFICATE HOLDER

City of Oxnard
300 West 3rd Street
Oxnard, CA 93030

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 15CB013254

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

CITY OF OXNARD, 300 W THIRD STREET, OXNARD, CA 93030

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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.

Agreement No. 6910-14-CD**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN CITY OF OXNARD
AND DOWNTOWN OXNARD MERCHANTS ASSOCIATION FOR THE OPERATION
OF THE DOWNTOWN OXNARD FARMERS MARKET AT PLAZA PARK**

This First Amendment (“First Amendment”) to the License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 10th day of October, 2017, by and between the City of Oxnard, a municipal corporation (“City”), and Oxnard Downtowners, a California public benefit corporation doing business as Downtown Oxnard Merchants Association (“DOMA”). This First Amendment amends the Agreement entered into on October 1, 2014, by City and DOMA.

City and DOMA agree as follows:

1. In section 3 of the Agreement, the date “October 1, 2017” is deleted and replaced by the date “October 1, 2020”.
2. For Year 1 of Amendment, DOMA shall pay the City a fee of \$1.00. In Year 2 and Year 3, DOMA shall pay the City fifteen per cent (15%) of DOMA’s quarterly gross revenue in excess of Two Thousand Eight Hundred and Fifty Dollars (\$2,850). This amount shall be paid to the City at the end of each quarter.
3. During the term of this Amendment, DOMA shall provide to the City information concerning (i) total number of vendors; (ii) gross revenues; and (iii) estimates of attendance on a quarterly basis.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 6910-14-CD

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

CITY OF OXNARD**VENDOR/CONTRACTOR/CONSULTANT**

Greg Nyhoff, City Manager Date

Pablo Ortiz, President Date

APPROVED AS TO AMOUNT:

Gary Blum, Board Member Date

☐ _____
Lisa Boerner, Purchasing Agent Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

Kymberly Horner, Department Head Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

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; 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.

PLEASE DO NOT
REMOVE THIS BOX

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Steve Naveau
Director of Human Resources

SUBJECT: Budget Appropriation from Fund Balance - Public Liability Fund

CONTACT: Steve Naveau, Director of Human Resources
Steve.Naveau@oxnard.org, 385-7947

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of \$900,000 from the Public Liability Fund for the purpose of increasing the budget for liability claims expenses. This request is due to the increase in liability premiums and liability claims. This has no impact on the City's General Fund reserves.

BACKGROUND

Though November of the current Fiscal Year 2017-18, the Public Liability Fund (Fund 701) has experienced higher-than-normal costs to date. The increase is a result of the following two factors:

Increased Excess Insurance Premium

The City pays excess liability insurance premiums to the Big Independent Cities Excess Pool ("BICEP") which provides \$25 million in liability insurance coverage to the City in excess of a \$1 million self-insured retention. Compared to FY 2016-17, the cost for this coverage rose by 13%, from \$1,123,296 in Fiscal Year 2016-17 to \$1,268,248 in Fiscal Year 2017-18. This is a result of a tightening insurance market coupled with an increase in losses reported by BICEP. The increase was not offset by a corresponding dividend for prior

Budget Appropriation from Fund Balance - Public Liability Fund

December 5, 2017

Page 2

years' loss experience, as it had been in recent years. For example, in FY 2016-17, Oxnard received a dividend distribution of \$595,992 from BICEP, resulting in a net premium of \$527,304 (e.g., \$1,123,296 - \$595,992). In Fiscal Year 2017-18, no such dividend was issued. As a result, the City had to pay the full premium of \$1,268,248.

It should be noted that BICEP does not know the premium amount for the upcoming fiscal year until late June annually, well after the City has already finalized its budget. Due to the volatile insurance marketplace, this makes projecting the insurance premium more challenging.

Increased Liability Claims Expenses

Through November 30, 2017, liability claims expenses have totaled \$1,140,339. Of this total, nearly 65% (\$735,000) is related to the settlement of one large claim. Over the past three fiscal years, liability claims expenses have averaged approximately \$2 million annually. Therefore, an increase in the budget for liability claims of \$900,000 is warranted.

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 impact to the City's General Fund in Fiscal Year 2017-18 as a result of this appropriation. The Public Liability Fund Balance estimated at \$1,370,114.49 at 6/30/2017 (unaudited) will be reduced to an estimated \$470,114.49. In future years beginning in Fiscal Year 2018-19, increased internal service fund charges to all funds (including the General Fund) will likely be necessary in order to increase reserves for future claims expenses.

ATTACHMENTS:

ATTACHMENT A – BUDGET APPROPRIATION

REQUEST FOR BUDGET APPROPRIATION

Department: Human Resources
 Project/Program _____
 Manager: Mike More

Date: December 6, 2017
 Phone: (805) 385-7480

Reason for Appropriation:

Increase Liability Claims Expense Account Budget.

Accounts and DescriptionsAMOUNT

Fund: Public Liability Fund (701)

Expenditures/Transfers Out

Human Resources Department

701-1704-852-8251 LIABILITY CLAIMS EXPENSE 900,000

Sub-total Expenditures 900,000

Net Change to Fund Balance (900,000)

Net Appropriation Change 900,000

Approvals

Department Director 

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised: 2/22/2012

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Scott Whitney
Police Chief

SUBJECT: Resolution Commending Margaret Tobin for Over Thirty-Four Years of Service.

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

RECOMMENDATION:

That City Council adopt a resolution commending Margaret Tobin for over thirty-four years of exemplary service to the City of Oxnard.

ATTACHMENTS:

Attachment A: Resolution Margaret Tobin

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 COMMENDING MARGARET TOBIN FOR OVER THIRTY-FOUR YEARS
 OF SERVICE TO THE CITY OF OXNARD

WHEREAS, Margaret Tobin has given over thirty-four years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Margaret Tobin began her career with the City of Oxnard as a temporary Police Cadet on October 31, 1983. On March 20, 1988, she became a permanent City employee as a Police Cadet. She became a Police Clerk I in 1993 and quickly rose up the ranks as a Police Clerk II in 1994 and a Police Clerk III in 1996. On April 4, 2005, she was promoted to her position as Police Records Supervisor where she helped oversee the Police Records Unit for over twelve (12) years. Ms. Tobin remained as the Police Records Supervisor until her departure on November 3, 2017; and

WHEREAS, Margaret Tobin assisted with the digitalization of all records within the Police Department and was instrumental in numerous philanthropic and community-based efforts including the American Cancer Society's Relay for Life, Breast Cancer Awareness Month, and annual Department blood drives.

WHEREAS, Margaret Tobin, a graduate of Santa Clara High School, always maintained a deep connection to the City she grew up in and will continue to live in Oxnard with her husband, Tim. Margaret's legacy at the Oxnard Police Department lives on with her daughter, Shana, who is a Public Safety Dispatcher with the Department. Margaret will be sorely missed at the Police Department as she always placed an emphasis on customer service and was respected by everyone she worked with as someone who had a huge heart.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Margaret Tobin for over thirty-four years of outstanding service to the City of Oxnard and extend best wishes to her in her continuing endeavors.

PASSED AND ADOPTED this 5th day of December, 2017 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

 Michelle Ascencion, City Clerk

 Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: First Amendment to Purchase Order No. 5738 with Toter, Incorporated for Supply and Delivery of Residential Waste and Recycle Containers

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That the City Council approves and authorizes the Mayor to execute a First Amendment to Purchase Order No. 5738 with Toter Incorporated (Toter) to increase the total amount by \$65,000 from an original purchase order value of \$229,325 to \$294,325, and to extend the term to January 31, 2018, for the supply and delivery of residential waste and recycle containers. Funding is from the Environmental Resources Enterprise fund and grant-related funding.

BACKGROUND

The Environmental Resources Division (ER) is recommending a First Amendment to Purchase Order No. 5738 for up to 950 automated residential waste collection carts and parts such as wheels, axles, and lids. The amended Purchase Order will not exceed the amount of \$65,000 for the term ending January 31, 2018. The Purchase Order addresses the container replacement program for the residential collection program that includes an assortment of residential waste, recycling, green waste carts and assorted parts. It also allows the City to purchase carts for recently annexed areas and community developments. The City was awarded a grant from CalRecycle that provides funding to purchase recycling carts for multi-family complexes that are now required to have commercial recycling. Over time and through regular use, residential containers wear out. Containers overtime are reported damaged or lost, and their replacement

depletes the City's inventory. Adequate inventories of containers and parts on hand will allow the City to continue providing excellent customer service and shorter response times.

Due to customer demand and a depleted container inventory, the timely acquisition of containers is required. ER has obtained pricing of containers from the National Intergovernmental Purchasing Alliance Company (National IPA). The National IPA maintains a collection of pre-negotiated contracts from vendors for government agencies to view and make competitive purchases with the knowledge that all legal procurement obligations have been verified. The City is a member agency of the National IPA. The pre-negotiated contracts enable government agencies to simplify and accelerate their procurement processes. Using the National IPA agreement, the City will acquire the new containers with competitive pricing, and the containers will be delivered as soon as possible.

The National IPA awarded an agreement to the firm Toter, Incorporated to provide residential refuse containers. Toter meets all container specifications compatible with the City's operation. Toter manufactures containers using advanced rotational molding making their containers more durable with longer lasting life cycles compared to companies that use injection molded containers. Toter containers are delivered fully stacked, nestled and assembled allowing for productive and greater payload deliveries at reduced freight cost. Toter has a manufacturing facility in Fresno, California, which provides a reasonable proximity for quicker response time for maintenance and replacement parts. Toter containers are made with 50% recycled content with fully sealed construction for refuse, recycle and organics collections.

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 sufficient funding for this contact amendment in Fiscal Year 2017-18. The cost will be funded from budgeted ER Residential Collection Minor Equipment (Account Number 631-6307-843-8134) and CalRecycle Grant Project No. 775554 (Account No. 219-5550-805-8109) to provide for the purchase of containers and parts. Based on current expenditure appropriations of \$44.59 Million, the estimated unaudited year-end undesignated FY17-18 Fund Balance for ER Unrestricted Operating Fund 631 based on current appropriation is \$17.08 Million.

ATTACHMENTS:

First Amendment to Purchase Order No. 5738 with Toter, Incorporated
December 5, 2017
Page 3

Amended Purchase Order No. 5738



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

K.9.a

**PURCHASE
ORDER NO.
005738**

DATE: 10/30/2017

VENDOR PHONE: (559)875-7130

VENDOR FAX: (559)875-7135

VENDOR #: 5050

VENDOR ADDRESS: TOTER INCORPORATED
P.O. BOX 5338
STATESVILLE, NC 28687-5338

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
01/13/2016		0000002521	01/13/2016	SHERRY HUNT/CREDIT MANAGE	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163078438134		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	RESIDENTIAL CARTS AND PARTS	
229,325.00		1.0000 229,325.00
0 / DL		

2	RESIDENTIAL CARTS AND PARTS	
65,000.00		1.0000 65,000.00
/ DL		

7/28/16 - CCRC OK 01/12/16 - JOINT PURCHASE
AGREEMENT WITH NIPA. CITY MANAGER APPROVED ON
(CC MEETING OF 2/23/16). EXPIRES: 12/31/17.

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
005738**

DATE: 10/30/2017

VENDOR PHONE: (559)875-7130

VENDOR FAX: (559)875-7135

VENDOR #: 5050

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P.O. BOX 5338
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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163078438134		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$294,325.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), 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 Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. 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 Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Approval of a Budget Appropriation from Waterways District to Remove/Replace Cypress Trees (5/5/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That the City Council:

1. Approve a budget appropriation in the amount of \$42,000 for the emergency removal of fifty (50) dead Cypress Trees along Harbor Blvd. in the Waterways Assessment District.
2. Approve a budget appropriation in the amount of \$15,000 for irrigation repairs and the replacement of trees with a similar tree and/or plant material along Harbor Boulevard.

BACKGROUND

In the Waterways Assessment District, along the east side of Harbor Boulevard between Eastbourne Bay and Channel Islands Boulevard, the street is lined with Cypress Trees. Fifty (50) of the Cypress trees have died. These dead trees pose a potential risk to public safety. During this past winter season, seven (7) trees fell. During the most recent wind events, an additional two (2) trees fell.

During a recent inspection by City staff, it was noted that the majority of these dead trees are on the side of a slanted hill and may have posed a risk to the public and personal property. As a result, City staff deemed it necessary to remove the trees immediately in order to alleviate the potential risk. Fifty (50) Cypress trees were removed the week of November 13, 2017. The cost

Approval of a Budget Appropriation from Waterways District for Tree Removal/Replacement
(5/5/5)
December 5, 2017
Page 2

for the removals was \$42,000.

Additionally, as a result of the removals, residents requested replanting to provide a sound barrier from the busy roadway. The additional cost for irrigation repairs and replanting will be \$15,000.

The Channel Islands Waterfront Homeowners Association has submitted a letter of support for this project, Attachment A.

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

The funding for the trees removals and replanting requires additional appropriations in the amount of \$57,000 from Waterways Assessment District Fund 121 Fund Balance (Attachment B). The estimated undesignated unreserved fund balance after this appropriation will be approximately \$730,000 based on FY17-18 Budget and preliminary unaudited fund balance for FY16-17.

ATTACHMENTS:

Attachment A: CIWHA Correspondence, 11/13/17

Attachment B: Request for Budget Adjustment



November 13, 2017

Ms. Sandra Burkhart
Special Districts Manager
City of Oxnard

RE: Tree removal along Harbor Blvd

Dear Ms. Burkhart,

The Board of the Channel Islands Waterfront Homeowners Association is concerned about the dying trees along Harbor Blvd. The trees have become an eyesore and no longer provide a visual separation between the highway and the adjacent homes. The trees have also become a hazard. The homeowners in the area are worried that the dying trees may fall and either injure a pedestrian or damage adjacent property.

As a Board, we feel that it is imperative that these trees be removed before the winter storms uproot them. We request that the City of Oxnard remove the trees and replace them as soon as possible with similar vegetation.

Thank you for your assistance.

Sincerely,

Bill Clark

Bill Clark
President of the CIWHOA

ATTACHMENT B
REQUEST FOR BUDGET ADJUSTMENT

Department: Finance **Date:** December 5, 2017
Project/Program
Manager: Sandra Burkhart **Phone:** 805-385-7496

Reason for Appropriation:

To transfer funds from surplus fund balances of the Waterways Assessment District for removal of dead Cypress trees and replanting along Harbor Blvd., cost exceeding the adopted Fiscal Year 2017-18 adopted budget.

Accounts and Descriptions**AMOUNT****Fund:** 121 (Waterways Assessment District)**Expenditures**

121-5702-804-8209	CONTRACTS AND SERVICES/SVCS/OTHER-PROF	57,000
	Sub-total Expenditures	57,000

Net Change to Fund Balance	0
-----------------------------------	----------

Net Appropriation Change	0
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Recommendation for Surplus Funds of Eighteen (18) Dissolved Landscape Maintenance Districts (5/15/10)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That the City Council approves either recommendation 1 or 2:

1. Authorize the transfer of the surplus funds from the eighteen (18) dissolved Landscape Maintenance Districts, totaling \$1,137,781.32 to the general fund per Streets and Highways Code section 22610; or
2. Adopt a resolution authorizing the reimbursement of surplus funds from the eight (8) dissolved Landscape Maintenance Districts that did not receive a general fund subsidy, totaling \$1,131,152.39 from the General Fund to the parcels within those respective districts.

BACKGROUND

On May 20, 2015, the City contracted with NBS Government Finance Group, a firm specializing in the administration of California special financing districts to conduct an in-depth review and analysis of the City's Landscape Maintenance Districts ("Districts"). The NBS review found that improvements within eighteen (18) of the Districts were located entirely along major traffic corridors (note, three (3) of the Districts are currently self-maintained). The ongoing maintenance activities within the eighteen (18) Districts would also provide a high level of benefit to some properties within proximity to the Districts, as well as visitors and individuals passing by the District.

Recommendation for Surplus Funds of Eighteen (18) Dissolved LMDs (5/15/10)

December 5, 2017

Page 2

On March 7, 2017 by Resolution No. 14,998, the City Council voted to remove the improvements along these major traffic corridors from the responsibility of the Districts and return them to the responsibility of the City, effective July 1, 2017.

On June 6, 2017, the City Council adopted Resolution No. 15,022 declaring its intention to dissolve the eighteen (18) Districts, and set the public hearing for June 20, 2017. On June 20, 2017, the City Council adopted Resolution No. 15,023 ordering the dissolution of the eighteen (18) Districts.

Following the City Council's action at the public hearing on June 20, 2017, the City ceased to levy and collect assessments in those Districts. As a result, some of the districts were left with surplus fund balances. Per Streets and Highways Code section 22610, if the legislative body orders the dissolution of an assessment district, any moneys in the improvement fund for the district shall be transferred to the general fund of the local agency.

City staff committed to returning to City Council within six (6) months of the end of Fiscal Year 2017/18 with an analysis to determine the disbursement of the remaining funds, if any, within the eighteen (18) Districts. There are fourteen (14) districts with a surplus fund balance totaling \$1,137,781.32. However, six (6) districts received a general fund subsidy exceeding the final fund balance. As a result, there are 8 (eight) districts and 761 parcels with a surplus fund balance totaling \$1,131,152.39.

According to the statute, the funds are to be transferred to the general fund. However, these funds were collected from the residents within the assessment districts and not utilized for the purposes intended. Therefore, a policy decision can be made to return these funds to the residents. The attached resolution makes public purpose findings and authorizes reimbursement for these eight districts.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

There is no impact to the City's General Fund. Under option #1, the surplus fund balances will be transferred to the City's General Fund. Under option #2, the reimbursement of the funds for

Recommendation for Surplus Funds of Eighteen (18) Dissolved LMDs (5/15/10)

December 5, 2017

Page 3

eight districts will be disbursed by individual district parcel numbers as detailed in Attachment A and Exhibit B of the Resolution.

ATTACHMENTS:

Attachment A: Dissolved Landscape Maintenance Districts

Attachment B: Resolution Ordering Reimbursement of Funds

ATTACHMENT A
CITY OF OXNARD
DISSOLVED LANDSCAPE MAINTENANCE DISTRICTS
Fund Balances as of 6/30/2017

District	Fund	Name	Fund Balance	Prior Years General Fund Subsidy ¹	Final Surplus Fund Balance	Parcels	Per Parcel
1	122	Summerfield	\$0.00		\$0.00	N/A	\$0.00
2	123	C.I.B.C. Told	305.04	Yes	0.00	N/A	0.00
7/8	127	Northfield and Sea Gate	0.00		0.00	N/A	0.00
17	136	San Miguel	0.00		0.00	N/A	0.00
18	138	St. John's Hosp.	5,631.07	Yes	0.00	N/A	0.00
19	139	Shopping at Rose	402.84	Yes	0.00	N/A	0.00
20	137	Volvo & Harbor	9,747.55		9,747.55	3	3,249.18
21	141	Cypress Point	55.74	Yes	0.00	N/A	0.00
22	142	McDonalds Median	0.00		0.00	N/A	0.00
26	146	Albertsons	62.95	Yes	0.00	N/A	0.00
29	149	Mercy Charities	171.29	Yes	0.00	N/A	0.00
35	155	MVS Commer. Centr	190,450.84		190,450.84	6	Exhibit 1
44	170-8001	American Pacific Homes	149,113.00		149,113.00	141	1,057.54
45	170-8002	Channel Pointe	54,857.00		54,857.00	5	Exhibit 2
48	170-8005	Victoria Estates	579,041.00		579,041.00	447	Exhibit 3
56	170-8014	Cottages at Patterson	10,276.00		10,276.00	52	197.62
57	170-8015	Golden State Self Storage	49,157.00		49,157.00	2	Exhibit 4
59	170-8017	Orbela	88,510.00		88,510.00	105	842.95
TOTAL			\$1,137,781.32		\$1,131,152.39	761	

Total number of Districts with a surplus fund balance (not receiving a General Fund subsidy): 8

Total parcels within the 8 Districts: 761

¹ Received a general fund subsidy in FY14 and FY15 to bring negative fund balances to \$0. This credit was in excess of the FY16 fund balance. Any remaining funds to be transferred back to General Fund for reimbursement.

EXHIBIT 1
LANDSCAPE MAINTENANCE DISTRICT NO. 35
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel			Fiscal Year		Fund Balance
Number	Property Address	Benefit Units	2016/17 Levy	%	as of 6/30/17
185-0-190-010	450 S VICTORIA AVE	1.12	\$892.98	8.80%	\$16,769.19
185-0-190-020	490 S VICTORIA AVE REO	0.88	701.62	6.92%	13,175.66
185-0-190-030		0.92	733.52	7.23%	13,774.71
185-0-190-040	3551 W FIFTH ST	5.64	4,496.82	44.34%	84,445.39
185-0-190-050	3541 W FIFTH ST	3.51	2,798.56	27.59%	52,553.91
185-0-190-060	490 S VICTORIA AVE REO	0.65	518.24	5.11%	9,731.98
TOTAL		6	12.72	\$10,141.74	100.00%
					\$190,450.84

EXHIBIT 2
LANDSCAPE MAINTENANCE DISTRICT NO. 45
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Fiscal Year			Fund Balance
Number	Property Address	Benefit Units	2016/17 Levy	%	as of 6/30/17
220-0-093-015	2850 S ROSE AVE	0.79	\$878.86	23.80%	\$13,053.38
220-0-093-025	2850 S ROSE AVE	0.14	155.74	4.22%	2,313.15
220-0-093-035	2800 S ROSE AVE	1.08	1,201.48	32.53%	17,845.14
220-0-093-045	1811 E CHANNEL ISLANDS	0.43	478.36	12.95%	7,104.90
220-0-093-065	1811 E CHANNEL ISLANDS	0.88	978.98	26.51%	14,540.43
TOTAL		5	3.32	\$3,693.42	100.00%
					\$54,857.00

EXHIBIT 3
LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-221-025	3790 AVONDALE LN	A	1	\$108.58	0.22%	\$1,260.17
179-0-221-035	3780 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-045	3770 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-055	3750 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-065	3740 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-075	3730 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-085	3720 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-095	3710 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-105	3700 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-115	3660 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-125	3650 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-135	3640 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-145	3630 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-155	3620 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-165	3610 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-175	3600 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-015	3621 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-025	3631 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-035	3641 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-045	3651 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-055	3661 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-065	3701 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-075	3711 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-085	3721 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-095	3731 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-105	3732 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-115	3722 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-125	3712 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-135	3702 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-145	3682 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-155	3672 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-165	3662 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-175	3652 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-025	3603 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-035	3613 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-045	3623 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-055	3633 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-065	3643 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-075	3653 BELMONT LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-223-085	3663 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-095	2002 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-105	2004 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-115	2006 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-125	2008 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-135	2010 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-145	3672 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-155	3670 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-165	3660 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-175	3650 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-185	3640 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-195	1971 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-205	1961 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-215	1951 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-225	1941 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-235	1931 PAVEN DR	A	1	108.58	0.22%	1,260.17
179-0-223-245	3621 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-255	3611 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-265	3601 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-224-015	2001 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-025	2003 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-035	2005 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-224-045	2007 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-055	2009 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-225-015	3600 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-225-025		A	1	108.58	0.22%	1,260.17
179-0-225-035	3620 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-230-015	2011 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-025	2013 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-035	3689 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-045	3681 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-055	3679 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-065	3671 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-075	3669 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-085	3659 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-095	3649 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-105	3641 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-115	3639 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-125	3629 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-230-135	3619 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-230-145	3618 DRY CREEK LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-230-155	3628 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-165	3638 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-175	3648 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-185	3650 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-195	3658 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-205	3668 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-215	3678 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-225	3680 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-235	3688 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-245	3698 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-255	2021 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-265	2023 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-275	2025 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-285	3697 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-295	3687 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-305	3677 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-315	3667 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-325	3657 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-335	3647 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-345	3637 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-355	3627 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-365	3617 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-025		B	3.58	1,465.18	2.94%	17,004.76
179-0-240-035	3302 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-045	3312 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-055	3322 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-065	3332 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-075	3342 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-085	3352 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-095	3362 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-105	3372 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-115	3382 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-125	3402 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-135	3412 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-145	3422 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-155	3432 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-165	3442 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-175	3452 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-185	3502 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-195	3512 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-205	3522 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-240-215	3532 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-225	3542 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-235	1950 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-245	1960 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-255	1970 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-265	1980 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-275	1990 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-285	1989 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-295	1979 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-305	1969 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-315	1959 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-325	1949 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-335	1948 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-345	1958 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-355	1968 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-365	1978 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-375	1988 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-385	1987 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-395	1977 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-405	1967 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-415	1957 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-425	1947 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-435	3395 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-445	3385 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-455	3375 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-465	3365 CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-475	1984 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-485	1974 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-495	1964 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-505	1954 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-515	1944 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-525	1943 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-535	1953 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-545	1963 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-555	1973 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-565	1983 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-240-575	3551 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-585	3541 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-595	3531 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-605	3521 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-615		A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit Units	Fiscal Year		Fund Balance as of 6/30/17
Number	Property Address			2016/17 Levy	%	
179-0-240-625	3501 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-635	3441 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-645	3431 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-655	3421 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-665	3411 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-675	3401 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-685	3400 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-695	3410 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-705	3420 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-715	3430 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-725	3440 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-735	3500 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-745	3510 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-755	3520 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-765	3530 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-775	3540 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-785	3550 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-251-015	2000 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-025	2010 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-035	2020 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-045	2030 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-055	2040 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-065	2050 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-075	2060 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-085	2070 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-095	2079 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-105	2069 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-115	2059 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-125	2049 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-135	2039 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-145	2029 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-155	2019 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-165	2009 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-015	2008 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-025	2018 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-035	2028 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-045	2038 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-055	2048 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-065	2058 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-075	2068 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-085	2078 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-252-095	2088 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-105	2087 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-115	2077 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-125	2067 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-135	2057 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-145	2047 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-155	2037 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-165		A	1	108.58	0.22%	1,260.17
179-0-252-175	2017 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-185	2007 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-015	2006 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-025	2016 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-035	2026 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-045	2036 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-055	2046 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-065	2056 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-075	2066 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-085	2076 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-095	2086 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-105	2096 MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-115	2085 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-125	2075 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-135	2065 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-145	2055 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-155	2045 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-165	2035 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-175	2025 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-185	2015 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-195	2005 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-015	2004 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-025	2014 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-035	2024 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-045	2034 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-055	2044 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-065	2054 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-075	2064 LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-085	2053 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-095	2043 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-105	2033 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-115	2023 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17
179-0-254-125	2013 Keltic Lodge DR	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit Units	Fiscal Year		Fund Balance as of 6/30/17
Number	Property Address			2016/17 Levy	%	
179-0-254-135	2003 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-255-015	3305 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-255-025	3315 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-255-035	3325 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-255-045	3335 Dove Canyon Dr	A	1	108.58	0.22%	1,260.17
179-0-256-015	3535 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-025	3525 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-035	3515 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-045	3505 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-055	3445 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-065	3435 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-075	3425 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-085	3415 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-095	3405 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-105	3335 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-115	3325 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-125	3315 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-256-135	3305 Eagle Bend Ln	A	1	108.58	0.22%	1,260.17
179-0-260-015	3100 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-025	3110 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-035	3120 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-045	3130 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-055	3140 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-065	3200 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-075	3210 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-085	3220 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-095	3230 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-105	3231 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-115	3221 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-125	3211 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-135	3151 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-145	3141 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-155	3131 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-165	3121 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-175	3111 Ardmore Ln	A	1	108.58	0.22%	1,260.17
179-0-260-185	3102 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-195	3112 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-205	3122 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-215	3132 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-225	3202 Brookwood Ln	A	1	108.58	0.22%	1,260.17
179-0-260-235	3212 Brookwood Ln	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-260-245	3222 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-255	3232 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-265	1942 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-260-275	1952 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-260-285	1962 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-260-295	1961 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-305	1951 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-315	1941 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-325	1960 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-335	1950 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-345	3113 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-355	3103 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-270-015	1972 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-025	2002 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-035	2012 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-045	2022 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-055	2032 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-065	2042 Keltic Lodge Dr	A	1	108.58	0.22%	1,260.17
179-0-270-075	3224 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-085	3214 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-095	3204 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-105	2011 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-115	2001 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-125	1971 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-135	1970 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-145	2000 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-155	2010 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-165	2020 HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-175	3124 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-185	3114 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-195	3104 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-205	3265 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-215	3255 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-225	3245 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-235	3235 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-245	3225 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-255	3215 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-265	3205 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-275	3145 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-285	3135 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-295	3125 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-270-305	3115 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-281-015	3316 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-025	3326 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-035	3336 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-045	3406 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-055	3416 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-065	3426 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-075	3436 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-085	3446 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-095	3506 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-105	3516 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-115	3526 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-125	3536 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-015		A	1	108.58	0.22%	1,260.17
179-0-282-025	3517 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-035	3507 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-045	3447 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-055	3437 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-065	3427 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-075	3417 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-085	3407 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-095	3337 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-105	3327 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-115	3317 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-125	3408 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-135	3418 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-145	3428 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-155	3438 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-165	3448 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-175	3508 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-185	3518 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-195	3528 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-205		A	1	108.58	0.22%	1,260.17
179-0-282-215	3548 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-015	3549 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-025	3539 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-035	3529 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-045	3519 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-055	3509 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-065	3439 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-075	3429 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-283-085	3419 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-095	3409 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-105	3401 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-115	3395 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-125	3385 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-135	3375 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-145	3365 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-155	3355 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-165	3345 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-015	3105 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-025	3025 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-035	3015 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-045	3005 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-055	2935 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-065	2925 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-075	2915 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-085	2905 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-095	2904 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-105	2914 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-115	2924 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-125	2934 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-135	3004 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-145	3014 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-155	3024 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-165	3034 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-301-015	2027 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-025	2029 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-035	2031 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-045	2101 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-055	2111 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-065	2113 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-075	2115 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-085	2117 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-095	2119 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-105	2121 SHADOW CREEK CIR	A	1	108.58	0.22%	1,260.17
179-0-301-115	2123 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-125	2125 SHADOW CREEK DR	A	1	108.58	0.22%	1,260.17
179-0-301-135	3671 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-145	3661 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-155	3651 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-165	3641 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17

LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Zone	Benefit	Fiscal Year		Fund Balance
Number	Property Address		Units	2016/17 Levy	%	as of 6/30/17
179-0-301-175	3631 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-185	3621 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-195	3611 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-205	3601 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-015	3652 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-025	3642 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-035	3632 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-302-045	3622 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-055		A	1	108.58	0.22%	1,260.17
179-0-302-065	3602 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-075	3613 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-085	3623 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-095	3633 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-105	3643 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-115	3653 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-125	3663 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-135	3673 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-015	3664 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-025	3654 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-035	3644 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-045	3634 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-055	3624 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-065	3614 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-075	3604 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-085	3615 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-095	3625 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-105	3635 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-115	3645 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-125	3655 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-135	3665 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-145	3675 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-015		A	1	108.58	0.22%	1,260.17
179-0-304-025	3666 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-035	3656 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-045	3646 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-055	3636 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-065	3626 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-075	3616 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-085	3606 EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
TOTAL		447	449.58	\$49,891.86		\$579,041.00

EXHIBIT 4
LANDSCAPE MAINTENANCE DISTRICT NO. 57
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
144-0-150-075	2200 AUTO CENTER DR	1	\$1,858.40	35.73%	\$17,562.01
144-0-150-085	2100 AUTO CENTER DR	1	3,343.36	64.27%	\$31,594.99
TOTAL		2	\$5,201.76	100.00%	\$49,157.00

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ORDERING THE REIMBURSEMENT OF THE SURPLUS FUNDS OF EIGHT (8)
OF THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard has by previous Resolutions formed landscape maintenance districts pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act"); and

WHEREAS, on March 7, 2017 by Resolution No. 14,998, the City Council approved the removal of all improvements from eighteen (18) landscape maintenance districts (collectively referred to as the "Districts"), the listing which is included in this Resolution as Exhibit A; and

WHEREAS, on June 6, 2017 by Resolution No. 15,022, the City Council declared its intent to dissolve the Districts and cease the levy and collection of assessments against parcels of land within the Districts; and

WHEREAS, effective July 1, 2017, the City has transferred the maintenance responsibility of the improvements to the City to provide for the maintenance and servicing of the improvements which have previously been maintained via the Districts; and

WHEREAS, while these funds are usually transferred to the general fund pursuant to statute, excess funds were collected from the residents within eight assessment districts that did not have an offsetting general fund subsidy and were not utilized for the purposes intended; and

WHEREAS the City Council finds that a public purpose is served by returning these unused contributed funds to the residents of these eight districts from which they were collected as detailed in Exhibit B.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES:

1. **Recitals:** The recitals set forth above are true and correct, and incorporates these recitals herein by reference.
2. **Remaining Funds:** The City has performed an analysis and the total surplus fund balance of the districts that did not receive a general fund subsidy is \$1,131,152.39, as detailed in Exhibit B showing the surplus amount by District. The City shall disburse the eight (8) District's respective remaining surplus funds to the property owners based on the most recent Ventura County Secured Roll data, and in proportion to the most recent amount levied for each respective District as detailed in Exhibit B.

PASSED AND ADOPTED THIS 5th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A
LANDSCAPE MAINTENANCE DISTRICT LIST – DISSOLUTION

Note: The following is the list of Districts proposed to be dissolved, and is not inclusive of all City landscape maintenance districts.

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 1 (Summerfield)	April 16, 1985	8809
Landscape Maintenance District No. 2 (Channel Islands Business Park)	August 6, 1985	8868
Landscape Maintenance District Nos. 7 and 8 (Northfield and Sea Gate Business Park)	March 27, 1987	9196 and 9197
Landscape Maintenance District No. 17 (Village of San Miguel)	July 21, 1992	10421
Landscape Maintenance District No. 18 (St. John's Regional Medical Center)	June 21, 1994	10753
Landscape Maintenance District No. 19 (Shopping at the Rose)	June 21, 1994	10754
Landscape Maintenance District No. 20 (Wallenius Vehicle Preparation Center)(Volvo Median)	June 21, 1994	10755
Landscape Maintenance District No. 21 (Cypress Pointe)	June 21, 1994	10756
Landscape Maintenance District No. 22 (McDonald's Median)	June 18, 1996	11070
Landscape Maintenance District No. 26 (Albertsons)	June 18, 1996	11074
Landscape Maintenance District No. 29 (Mercy Charities Housing Project)	July 1, 1997	11264
Landscape Maintenance District No. 35 (Airport Marina Center)	March 14, 2000	11706
Landscape Maintenance District No. 44 (American Pacific Homes – Channel Pointe)	January 28, 2003	12307
Landscape Maintenance District No. 45 (Channel Pointe)	January 28, 2003	12308
Landscape Maintenance District No. 48 (Victoria Estates)	June 3, 2003	12393
Landscape Maintenance District No. 56 (The Cottages)	May 9, 2006	13039
Landscape Maintenance District No. 57 (Golden State Self Storage)	July 11, 2006	13138
Landscape Maintenance District No. 57 (Golden State Self Storage) - APN 144-0-150-075 Annexation	September 12, 2006	13158
Landscape Maintenance District No. 59 (Orbela)	June 26, 2007	13327

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2017-18.

Exhibit B

District	Fund	Name	Fund Balance	Parcels	Per Parcel
20	137	Volvo & Harbor	9,747.55	3	3,249.18
35	155	MVS Commer. Centr	190,450.84	6	Exhibit B-1
44	170-8001	American Pacific Homes	149,113.00	141	1,057.54
45	170-8002	Channel Pointe	54,857.00	5	Exhibit B-2
48	170-8005	Victoria Estates	579,041.00	447	Exhibit B-3
56	170-8014	Cottages at Patterson	10,276.00	52	197.62
57	170-8015	Golden State Self Storage	49,157.00	2	Exhibit B-4
59	170-8017	Orbela	88,510.00	105	842.95
		TOTAL	1,131,152.39	761	
TOTAL NUMBER OF DISTRICTS WITH A SURPLUS FUND BALANCE: 8					
TOTAL PARCELS WITH A SURPLUS FUND BALANCE: 761					

EXHIBIT B-1
LANDSCAPE MAINTENANCE DISTRICT NO. 35
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel		Benefit Units	Fiscal Year	Fund		
Number	Property Address		2016/17 Levy	%	Balance as of 6/30/17	
185-0-190-010	450 S VICTORIA AVE 490 S VICTORIA AVE	1.12	\$892.98	8.80%	16,769.19	
185-0-190-020	REO	0.88	701.62	6.92%	13,175.66	
185-0-190-030		0.92	733.52	7.23%	13,774.71	
185-0-190-040	3551 W FIFTH ST	5.64	4,496.82	44.34%	84,445.39	
185-0-190-050	3541 W FIFTH ST 490 S VICTORIA AVE	3.51	2,798.56	27.59%	52,553.91	
185-0-190-060	REO	0.65	518.24	5.11%	9,731.98	
TOTAL		6	12.72	\$10,141.74	100.00%	190,450.84

EXHIBIT B-2
LANDSCAPE MAINTENANCE DISTRICT NO. 45
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
220-0-093-015	2850 S ROSE AVE	0.79	\$878.86	23.80%	13,053.38
220-0-093-025	2850 S ROSE AVE	0.14	155.74	4.22%	2,313.15
220-0-093-035	2800 S ROSE AVE	1.08	1,201.48	32.53%	17,845.14
220-0-093-045	1811 E CHANNEL ISLANDS BLVD	0.43	478.36	12.95%	7,104.90
220-0-093-065	1811 E CHANNEL ISLANDS BLVD	0.88	978.98	26.51%	14,540.43
TOTAL		5	\$3,693.42	100.00%	54,857.00

EXHIBIT B-3
LANDSCAPE MAINTENANCE DISTRICT NO. 48
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Zone	Benefi t Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
179-0-221-025	3790 AVONDALE LN	A	1	\$108.58	0.22%	1,260.17
179-0-221-035	3780 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-045	3770 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-055	3750 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-065	3740 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-075	3730 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-085	3720 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-095	3710 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-105	3700 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-115	3660 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-125	3650 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-135	3640 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-145	3630 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-155	3620 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-165	3610 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-221-175	3600 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-015	3621 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-025	3631 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-035	3641 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-045	3651 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-055	3661 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-065	3701 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-075	3711 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-085	3721 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-095	3731 AVONDALE LN	A	1	108.58	0.22%	1,260.17
179-0-222-105	3732 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-115	3722 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-125	3712 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-135	3702 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-145	3682 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-155	3672 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-165	3662 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-222-175	3652 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-025	3603 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-035	3613 BELMONT LN	A	1	108.58	0.22%	1,260.17

179-0-223-045	3623 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-055	3633 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-065	3643 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-075	3653 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-085	3663 BELMONT LN	A	1	108.58	0.22%	1,260.17
179-0-223-095	2002 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-105	2004 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-115	2006 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-125	2008 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-135	2010 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-223-145	3672 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-155	3670 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-165	3660 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-175	3650 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-223-185	3640 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-223-195	1971 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-205	1961 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-215	1951 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-225	1941 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-223-235	1931 PAVEN DR	A	1	108.58	0.22%	1,260.17
179-0-223-245	3621 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-255	3611 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-223-265	3601 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-224-015	2001 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-025	2003 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-035	2005 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-224-045	2007 TURNBERRY DR	A	1	108.58	0.22%	1,260.17
179-0-224-055	2009 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-225-015	3600 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-225-025		A	1	108.58	0.22%	1,260.17
179-0-225-035	3620 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-230-015	2011 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-025	2013 TURNBERRY LN	A	1	108.58	0.22%	1,260.17
179-0-230-035	3689 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-045	3681 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-055	3679 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-065	3671 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-075	3669 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-085	3659 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-095	3649 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-105	3641 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-115	3639 CREEKSIDE DR	A	1	108.58	0.22%	1,260.17
179-0-230-125	3629 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17

179-0-230-135	3619 CREEKSIDE LN	A	1	108.58	0.22%	1,260.17
179-0-230-145	3618 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-155	3628 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-165	3638 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-175	3648 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-185	3650 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-195	3658 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-205	3668 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-215	3678 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-225	3680 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-235	3688 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-245	3698 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-255	2021 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-265	2023 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-275	2025 SHADOW CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-285	3697 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-295	3687 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-305	3677 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-315	3667 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-325	3657 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-335	3647 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-345	3637 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-355	3627 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-230-365	3617 DRY CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-025		B	3.58	1,465.18	2.94%	17,004.76
179-0-240-035	3302 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-045	3312 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-055	3322 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-065	3332 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-075	3342 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-085	3352 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-095	3362 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-105	3372 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-115	3382 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-125	3402 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-135	3412 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-145	3422 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-155	3432 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-165	3442 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-175	3452 BROOKWOOD LN	A	1	108.58	0.22%	1,260.17

179-0-240-185	3502	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-195	3512	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-205	3522	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-215	3532	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-225	3542	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-240-235	1950	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-245	1960	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-255	1970	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-265	1980	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-275	1990	PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-240-285	1989	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-295	1979	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-305	1969	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-315	1959	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-325	1949	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-335	1948	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-345	1958	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-355	1968	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-365	1978	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-375	1988	NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-240-385	1987	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-395	1977	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-405	1967	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-415	1957	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-425	1947	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-240-435	3395	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-445	3385	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-455	3375	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-465	3365	CASTLE CREEK LN	A	1	108.58	0.22%	1,260.17
179-0-240-475	1984	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-485	1974	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-495	1964	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-505	1954	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-515	1944	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-240-525	1943	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-535	1953	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-545	1963	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-555	1973	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-565	1983	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-240-575	3551	AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-585	3541	AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-595	3531	AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-605	3521	AVIARA LN	A	1	108.58	0.22%	1,260.17

179-0-240-615		A	1	108.58	0.22%	1,260.17
179-0-240-625	3501 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-635	3441 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-645	3431 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-655	3421 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-665	3411 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-675	3401 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-685	3400 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-695	3410 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-705	3420 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-715	3430 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-725	3440 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-735	3500 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-745	3510 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-755	3520 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-765	3530 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-775	3540 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-240-785	3550 AVIARA LN	A	1	108.58	0.22%	1,260.17
179-0-251-015	2000 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-025	2010 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-035	2020 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-045	2030 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-055	2040 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-065	2050 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-075	2060 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-085	2070 PAVIN DR	A	1	108.58	0.22%	1,260.17
179-0-251-095	2079 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-105	2069 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-115	2059 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-125	2049 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-135	2039 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-145	2029 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-155	2019 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-251-165	2009 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-015	2008 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-025	2018 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-035	2028 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-045	2038 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-055	2048 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-065	2058 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-075	2068 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-085	2078 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17
179-0-252-095	2088 NEWCASTLE DR	A	1	108.58	0.22%	1,260.17

179-0-252-105	2087	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-115	2077	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-125	2067	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-135	2057	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-145	2047	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-155	2037	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-165			A	1	108.58	0.22%	1,260.17
179-0-252-175	2017	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-252-185	2007	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-015	2006	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-025	2016	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-035	2026	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-045	2036	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-055	2046	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-065	2056	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-075	2066	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-085	2076	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-095	2086	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-105	2096	MISSION HILLS DR	A	1	108.58	0.22%	1,260.17
179-0-253-115	2085	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-125	2075	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-135	2065	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-145	2055	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-155	2045	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-165	2035	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-175	2025	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-185	2015	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-253-195	2005	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-015	2004	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-025	2014	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-035	2024	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-045	2034	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-055	2044	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-065	2054	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-075	2064	LONG COVE DR	A	1	108.58	0.22%	1,260.17
179-0-254-085	2053	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-095	2043	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-105	2033	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-115	2023	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-125	2013	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-254-135	2003	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-255-015	3305	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-255-025	3315	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17

179-0-255-035	3325	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-255-045	3335	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-256-015	3535	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-025	3525	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-035	3515	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-045	3505	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-055	3445	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-065	3435	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-075	3425	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-085	3415	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-095	3405	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-105	3335	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-115	3325	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-125	3315	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-256-135	3305	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-260-015	3100	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-025	3110	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-035	3120	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-045	3130	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-055	3140	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-065	3200	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-075	3210	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-085	3220	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-095	3230	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-105	3231	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-115	3221	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-125	3211	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-135	3151	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-145	3141	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-155	3131	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-165	3121	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-175	3111	ARDMORE LN	A	1	108.58	0.22%	1,260.17
179-0-260-185	3102	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-195	3112	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-205	3122	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-215	3132	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-225	3202	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-235	3212	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-245	3222	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-255	3232	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-265	1942	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-260-275	1952	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-260-285	1962	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17

179-0-260-295	1961	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-305	1951	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-315	1941	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-325	1960	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-335	1950	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-260-345	3113	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-260-355	3103	BROOKWOOD LN	A	1	108.58	0.22%	1,260.17
179-0-270-015	1972	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-025	2002	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-035	2012	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-045	2022	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-055	2032	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-065	2042	KELTIC LODGE DR	A	1	108.58	0.22%	1,260.17
179-0-270-075	3224	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-085	3214	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-095	3204	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-105	2011	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-115	2001	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-125	1971	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-135	1970	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-145	2000	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-155	2010	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-165	2020	HAZELTINE DR	A	1	108.58	0.22%	1,260.17
179-0-270-175	3124	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-185	3114	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-195	3104	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-205	3265	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-215	3255	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-225	3245	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-235	3235	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-245	3225	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-255	3215	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-265	3205	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-275	3145	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-285	3135	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-295	3125	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-270-305	3115	DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-281-015	3316	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-025	3326	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-035	3336	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-045	3406	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-055	3416	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-065	3426	FAIRMONT LN	A	1	108.58	0.22%	1,260.17

179-0-281-075	3436 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-085	3446 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-095	3506 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-105	3516 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-115	3526 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-281-125	3536 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-015		A	1	108.58	0.22%	1,260.17
179-0-282-025	3517 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-035	3507 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-045	3447 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-055	3437 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-065	3427 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-075	3417 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-085	3407 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-095	3337 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-105	3327 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-115	3317 FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-282-125	3408 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-135	3418 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-145	3428 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-155	3438 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-165	3448 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-175	3508 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-185	3518 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-195	3528 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-282-205		A	1	108.58	0.22%	1,260.17
179-0-282-215	3548 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-015	3549 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-025	3539 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-035	3529 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-045	3519 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-055	3509 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-065	3439 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-075	3429 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-085	3419 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-095	3409 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-105	3401 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-283-115	3395 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-125	3385 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-135	3375 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-145	3365 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-155	3355 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-283-165	3345 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17

179-0-290-015	3105 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-025	3025 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-035	3015 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-045	3005 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-055	2935 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-065	2925 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-075	2915 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-085	2905 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-095	2904 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-105	2914 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-115	2924 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-125	2934 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-135	3004 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-145	3014 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-155	3024 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
179-0-290-165	3034 DOVE CANYON DR	A	1	108.58	0.22%	1,260.17
	2027 SHADOW CREEK					
179-0-301-015	DR	A	1	108.58	0.22%	1,260.17
	2029 SHADOW CREEK					
179-0-301-025	DR	A	1	108.58	0.22%	1,260.17
	2031 SHADOW CREEK					
179-0-301-035	DR	A	1	108.58	0.22%	1,260.17
	2101 SHADOW CREEK					
179-0-301-045	DR	A	1	108.58	0.22%	1,260.17
	2111 SHADOW CREEK					
179-0-301-055	DR	A	1	108.58	0.22%	1,260.17
	2113 SHADOW CREEK					
179-0-301-065	DR	A	1	108.58	0.22%	1,260.17
	2115 SHADOW CREEK					
179-0-301-075	DR	A	1	108.58	0.22%	1,260.17
	2117 SHADOW CREEK					
179-0-301-085	DR	A	1	108.58	0.22%	1,260.17
	2119 SHADOW CREEK					
179-0-301-095	DR	A	1	108.58	0.22%	1,260.17
	2121 SHADOW CREEK					
179-0-301-105	CIR	A	1	108.58	0.22%	1,260.17
	2123 SHADOW CREEK					
179-0-301-115	DR	A	1	108.58	0.22%	1,260.17
	2125 SHADOW CREEK					
179-0-301-125	DR	A	1	108.58	0.22%	1,260.17
179-0-301-135	3671 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-145	3661 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-155	3651 GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-165	3641 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-175	3631 GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17

179-0-301-185	3621	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-301-195	3611	GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-301-205	3601	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-015	3652	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-025	3642	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-035	3632	GLEN ABBEY LN	A	1	108.58	0.22%	1,260.17
179-0-302-045	3622	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-055			A	1	108.58	0.22%	1,260.17
179-0-302-065	3602	GLEN ABBY LN	A	1	108.58	0.22%	1,260.17
179-0-302-075	3613	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-085	3623	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-095	3633	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-105	3643	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-115	3653	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-125	3663	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-302-135	3673	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-015	3664	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-025	3654	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-035	3644	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-045	3634	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-055	3624	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-065	3614	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-075	3604	FAIRMONT LN	A	1	108.58	0.22%	1,260.17
179-0-303-085	3615	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-095	3625	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-105	3635	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-115	3645	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-125	3655	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-135	3665	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-303-145	3675	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-015			A	1	108.58	0.22%	1,260.17
179-0-304-025	3666	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-035	3656	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-045	3646	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-055	3636	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-065	3626	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-075	3616	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
179-0-304-085	3606	EAGLE BEND LN	A	1	108.58	0.22%	1,260.17
TOTAL		447		449.58	\$49,891.86		579,041.00

EXHIBIT B-4
LANDSCAPE MAINTENANCE DISTRICT NO. 57
FISCAL YEAR 2016/17 ASSESSMENT ROLL

Assessor's Parcel Number	Property Address	Benefit Units	Fiscal Year 2016/17 Levy	%	Fund Balance as of 6/30/17
144-0-150-075	2200 AUTO CENTER DR	1	\$1,858.40	35.73%	\$17,562.01
144-0-150-085	2100 AUTO CENTER DR	1	3,343.36	64.27%	\$31,594.99
TOTAL		2	\$5,201.76	100.00%	\$49,157.00



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Authorization for Reuse of CalHome & BEGIN Program Income (5/5/5)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council:

1. Approve a budget appropriation of \$272,745 from CalHome program income previously received for Cal Home Reuse 2015, of which \$13,637 will be used for administration (5%), and \$259,108 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers;
2. Approve budget appropriation for \$295,977 from BEGIN grant program income previously received for BEGIN Reuse Program, of which \$14,799 will be used for administration (5%), and \$281,178 will be used for homeowner rehabilitation loans or for housing assistance loans for first-time homebuyers; and
3. Authorize future CalHome grant or BEGIN grant program income to be used for homeowner rehabilitation loans or downpayment assistance and allowable administration expenditures, and authorize the City Manager or designee to execute documents related to implementation of these grant programs.

BACKGROUND

The Housing Department's Affordable Housing and Rehabilitation Division (AHRD) uses funds from the California Department of Housing and Community Development (HCD) to provide loans for homeowner rehabilitation for eligible families, or to provide downpayment assistance

Authorization for Reuse of CalHome and BEGIN Grant Funds (5/5/5)

December 5, 2017

Page 2

to low and moderate-income residents of the City of Oxnard. Generally, loans are in an amount of up to \$30,000, interest rates are deferred, and due in 30 years or repayable upon transfer of title.

When the term of the loan matures or there is a transfer of title, the City receives repayment of the original loan amount plus accrued interest. During fiscal years 2015 to 2017, the City received loan repayments totaling \$272,745 for CalHome loans and \$295,977 for Building Equity and Growth in Neighborhoods (BEGIN) loans. Prior City Council authorizations provided for use of the two grant funds in question but did not specifically address the expenditure of program income.

DISCUSSION

Program income, according to the AHRD program policies, may only be used for loans to homeowners for housing rehabilitation or for downpayment assistance to first-time homebuyers, and for administration of the program (5%). Families must meet low-and moderate-income thresholds in order to qualify for assistance.

Staff is recommending that program income realized from CalHome and BEGIN loan repayments be appropriated for 5% Administration expenditures for each loan program and the remainder in both programs will be appropriated for downpayment assistance or homeowner rehabilitation for eligible families as indicated in the table below.

Fund Effect	Budget Adjustment	CalHome	BEGIN
Program Income	Loan Repayments	\$272,745	\$295,977
Appropriation	Administration (5%)	13,637	14,799
Appropriation	New Affordable Housing Loans	259,108	281,178

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.

FINANCIAL IMPACT

Approval of the recommended actions will appropriate \$272,745 from CalHome program

Authorization for Reuse of CalHome and BEGIN Grant Funds (5/5/5)

December 5, 2017

Page 3

income previously received and deposited to Fund 117 to Cal Home Reuse 2015 Project#779103 and \$295,977 BEGIN grant program income previously received to Fund 219 to Begin Reuse Program I51501 previously established to provide homeowner rehabilitation loans and downpayment assistance to first time low-and-moderate-income buyers for the CalHome and BEGIN loan programs.

ATTACHMENTS:

BA - Staff Report 1940 Housing CalHome & Begin Reuse

REQUEST FOR BUDGET APPROPRIATION

Department: Affordable Housing & Rehabilitation
Project/Program
Manager: Arturo / Brenda Lopez

Date: December 5, 2017
Phone: 805-385-8092

Reason for Appropriation:

To appropriate \$272,745 from CalHome program income (Fund 117) previously received to Cal Home Reuse 2015 Project#779103 and \$295,977 BEGIN grant program income (Fund 219) previously received to Begin Reuse Program I51501 previously established for program program administration and housing assistance loans.

Accounts and Descriptions**AMOUNT****Fund: CALHOME PROGRAM-STATE GRT (117)****Expenditures/Transfers Out****CAL HOME REUSE 2015 (779103)**

117-5134-804.80-01	PERSONNEL SERVICES / DIRECT LABOR-REGULAR	13,637
117-5134-804.83-64	MAINTENANCE SERVICES / HOUSING ASSIST LOAN/GRAN	259,108
	Sub-total Expenditures	272,745

Net Change to Fund Balance (272,745)

Fund: STATE/LOCAL-MY GRANTS (219)**Revenues /Transfers In****Expenditures/Transfers Out****BEGIN REUSE (I51501)**

219-5127-836.80-01	PERSONNEL SERVICES / DIRECT LABOR-REGULAR	14,799
219-5127-836.83-64	MAINTENANCE SERVICES / HOUSING ASSIST LOAN/GRAN	281,178
	Sub-total Expenditures	295,977

Net Change to Fund Balance (295,977)

Net Appropriation Change 568,722

Approvals

Department Director

Chief Financial Officer

City Manager

ACM



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Sixth Amendment to Agreement No. 6212-13-CM with Genuine Parts Company
Dba NAPA Auto Parts (5/5/5)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council approves and authorizes the Mayor to execute the Sixth Amendment to the Agreement (6212-13-CM) with Genuine Parts Company d.b.a. NAPA Auto Parts for \$2,025,000, for a total contract amount of \$10,140,000, for an additional nine-month period for vendor to provide on-site repair parts and tires to City until staff finalizes a new agreement for this service. This expense has been approved in the FY 2017-18 Fleet Services Divisions' operating budget.

BACKGROUND

The Fleet Services Division of the Public Works Department maintains and repairs the City's vehicle and equipment fleet. As Fleet Services does not have a City-owned parts store or dedicated parts staff, this essential service has been provided, since June 1, 2007, via contract through an on-site store located at 1060 Pacific Avenue, Oxnard.

Currently, Genuine Parts Company operates a NAPA Integrated Business Solutions (IBS) store located in the City of Oxnard's Corporate Yard where the City's Fleet Services Division is located. The City benefits from the competitive parts pricing available to NAPA because of its large market presence. NAPA has over 400,000 part numbers in its extensive parts catalog available for viewing by Fleet Services personnel and, if available in the United States, can be

Sixth Amendment to Agreement No. 6212-13-CM with Genuine Parts Co. D.B.A. NAPA Auto Parts (5/5/5)
December 5, 2017
Page 2

shipped through the NAPA parts distribution network in two (2) business days. Since July 1, 2016, Fleet Services has placed 6,812 individual parts requests with 90 percent of requested parts delivered within 24 hours.

This Sixth Amendment extends the agreement from December 31, 2017, until June 30, 2018, and adds an additional \$2,025,000 to the agreement. The total value of Genuine Parts Company's original agreement plus all amendments is \$10,140,000.

Staff is developing a competitive process to secure a new long term agreement for this service.

The following critical path tasks will be completed as part of this process.

- A request for bids (RFB) will be developed and issued - mid January
- Low bidder selection - early March
- Contract development - early April
- City Council award new agreement – mid May
- New vendor mobilization and set up – mid May through June 30th.

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

As an internal service fund, Fleet Services charges each customer department for services and supplies purchased on its behalf. Services provided will be based on funding available in respective departments' FY 2017/18 operating budgets.

ATTACHMENTS:

Attachment A - Sixth Amendment to Agreement No. 6212-13-CM

Agreement No. 6212-13-CM**SIXTH AMENDMENT TO AGREEMENT FOR ON-SITE CONSULTING SERVICES**

This Sixth Amendment ("Sixth Amendment") to the Agreement for On-Site Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of December, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Genuine Parts Company dba NAPA Auto Parts ("Contractor"). This Sixth Amendment amends the Agreement entered into on July 1, 2013, by City and Contractor. The Agreement previously has been amended on September 1, 2013, by a First Amendment, on November 1, 2013, by a Second Amendment, on July 20, 2016, by a Third Amendment, on July 18, 2017, by a Fourth Amendment and on _____, by a Fifth Amendment.

City and Contractor agree as follows:

1. In Section 12 of the Agreement, the date "December 31, 2017," is deleted and replaced with the date "June 30, 2018."
2. In Section 15, subsection (g) is deleted and replaced with the following:

"In any case, the City shall not pay the Consultant for Services in accordance with this Section any amount that exceeds ten million, one hundred-forty thousand dollars (\$10,140,000)."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 6212-13-CM

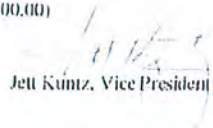
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☒ 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)
☐ Purchasing Agent (if agreement is up to \$25,000.00)

 11/6/17
Tom Skov, Division Vice President Date

 11/6/17
Jett Kuntz, Vice President of IBS Date

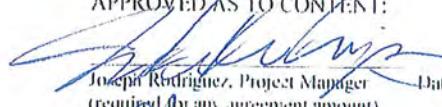
ATTEST:

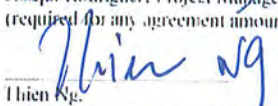
Michelle Ascencion, City Clerk Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

 11/1/17
Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

 11/6/17
Joseph Rodriguez, Project Manager Date
(required for any agreement amount)

 11/9/17
Thien Ng, Interim Public Works Director Date
(if agreement is \$25,000.01 or more)

Ruth Osuna, Assistant City Manager Date

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)

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; 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.

PLEASE DO NOT
REMOVE THIS BOX

SIXTH AMENDMENT TO AGREEMENT FOR ON-SITE CONSULTING SERVICES



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 5

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Award Contract for Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14 (5/5/5)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Award and authorize the Mayor to execute Agreement A-8031 with Granite Construction Company in the amount of \$3,241,339.50 for the Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14; and
2. Approve \$328,660 as Project contingency for the Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14; and
3. Approve an appropriation of \$3,570,000 for Redwood Neighborhood Street Resurfacing and Water Project No. 183103.

BACKGROUND

The Project

The Redwood Neighborhood Resurfacing and Water Improvement Project (Project) is part of a suite of street resurfacing projects approved by the City Council on October 21, 2014, through the issuance of the Lease Revenue Project and Refunding bonds, Series 2014. There were fourteen residential neighborhoods approved that were selected based on a 2012 pavement

Award Contract for Redwood Neighborhood Street Resurfacing and Water Imp Project PW 16-14 (5/5/5)

December 5, 2017

Page 2

assessment report. The streets in the Redwood neighborhood are scheduled to be resurfaced at this time to prevent the need for a complete reconstruction in the future.

The location of the Project is shown on the attached map and will include the following locations: Redwood Street, south N Street, west Olive Street, west Polar Street, Lassen Street, south M Street, Jackson Street, Spruce Street, Napa Street, Monterey Street, south L Street, Kern Street, south K Street, Bryce Canyon Avenue, Palomar Way and Portola Way.

The specific work for this Project within the Redwood neighborhood includes furnishing all necessary labor, materials, equipment and other incidentals for resurfacing of existing asphalt concrete pavement. This work will also include the milling of existing AC pavement, placement and compaction of AC pavement, slurry seal and crackfill, digout and reconstruction of failed areas, and striping. The contracted amount for this portion of the Project is \$1,688,210. The Project also includes replacing 11,800 linear feet of cast iron pipe main waterlines with PVC and the contract amount for this portion of the work is \$1,553,129.50. The total contract amount is \$3,241,339.50.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on October 19, 2017, and all bids were due on November 8, 2017. The City received the bids listed below:

Granite Construction Company	\$3,241,339.50
Toro Enterprises, Inc.	\$3,321,965.50
Sam Hill & Sons	\$4,513,933.00
Blois Construction	\$5,284,295.00

The lowest bidder is Granite Construction Company, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Granite Construction Company and its subcontractors. For the contractor and all subcontractors, staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked for City business licenses, and verified registration with the California Department of Industrial Relations (DIR). The recommended contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason at this time to believe that the contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, Staff recommends that the City Council award the contract for this Project to Granite Construction Company.

The contract is attached for review; however, it will not be sent to the contractor for signatures until Council has approved the award. The contractor will then have 14 days to sign and return the contract along with the necessary insurance and bond documents.

Award Contract for Redwood Neighborhood Street Resurfacing and Water Imp Project PW 16-14 (5/5/5)
 December 5, 2017
 Page 3

Additionally, funds estimated in the amount of \$328,660 are needed for Project contingency and the cost for City staff to perform the following activities during construction: engineering, inspection, survey and Project management. The indirect cost and expense for Project procurement are also included in this estimate. The total estimated cost of the Project is \$3,570,000.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Approval of this action would require an appropriation of \$3,570,000 for Redwood Neighborhood Street Resurfacing and Water Project No. 183103 as follows in the table below:

Fund	Account No.	Amount
2014 Lease Revenue Fund	314-3015-826.86-10	\$ 1,700,000
2014 Lease Revenue Fund	314-3015-826.84-51	\$ 160,000
Water Operating Fund	601-6551-826.86-10	\$ 1,560,000
Water Operating Fund	601-6551.826.84-51	\$ 150,000
	Total	\$ 3,570,000

2014 Lease Revenue estimated fund balance as of FY 2017 is \$4.8 million and the estimated unaudited FY17-18 Water Operating Fund 601 undesignated fund balance is \$8.0 million.

ATTACHMENTS:

Attachment A - Redwood Neighborhood Bid Tabulation

Attachment B - Granite Construction Bid Package

Award Contract for Redwood Neighborhood Street Resurfacing and Water Imp Project PW 16-14 (5/5/5)
December 5, 2017
Page 4

Attachment C - Redwood Neighborhood Map

Attachment D - Agreement No. A-8031 with Granite Construction

Attachment E - Budget Appropriation

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

PW 16-14 Redwood Neighborhood Street Resurfacing and Water Improvement Project												
Owner: City of Oxnard												
Bid Opening: 11/8/17					Granite Construction Company		Toro Enterprises, Inc.		Sam Hill & Sons		Blois Construction	
					5335 Debbie Lane Santa Barbara, CA 993111 US		2101 E. Ventura Blvd Oxnard, Ca 93036 US		2627 Beene Road Ventura, CA 93003 US		4230 Drake Drive Oxnard, CA 93030 US	
					#1		#2		#3		#4	
<i>Item #</i>	<i>Item Description</i>	<i>Payment Code</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	\$160,000.00	\$160,000.00	\$140,000.00	\$140,000.00	\$114,050.00	\$114,050.00	\$180,000.00	\$180,000.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	\$65,010.00	\$65,010.00	\$65,000.00	\$65,000.00	\$119,511.00	\$119,511.00	\$110,000.00	\$110,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$8,500.00	\$8,500.00	\$11,500.00	\$11,500.00	\$20,056.00	\$20,056.00	\$25,000.00	\$25,000.00
Street Improvement												
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	36,280	\$2.00	\$72,560.00	\$1.70	\$61,676.00	\$5.00	\$181,400.00	\$3.40	\$123,352.00
5	Unclassified Excavation	1120-4	CY	170	\$100.00	\$17,000.00	\$50.00	\$8,500.00	\$148.00	\$25,160.00	\$100.00	\$17,000.00
6	Class 2 Aggregate Base	1130-4	TN	120	\$55.00	\$6,600.00	\$54.00	\$6,480.00	\$57.00	\$6,840.00	\$120.00	\$14,400.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	320	\$125.00	\$40,000.00	\$130.00	\$41,600.00	\$160.00	\$51,200.00	\$160.00	\$51,200.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	110	\$125.00	\$13,750.00	\$145.00	\$15,950.00	\$264.00	\$29,040.00	\$160.00	\$17,600.00
9	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	400	\$110.00	\$44,000.00	\$108.00	\$43,200.00	\$158.00	\$63,200.00	\$150.00	\$60,000.00
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151.4	SY	8,500	\$4.50	\$38,250.00	\$5.05	\$42,925.00	\$8.00	\$68,000.00	\$7.50	\$63,750.00
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152.1	TN	6,900	\$105.00	\$724,500.00	\$93.50	\$645,150.00	\$131.00	\$903,900.00	\$115.00	\$793,500.00
12	Crack Seal	1155-4	LF	1,800	\$3.70	\$6,660.00	\$5.60	\$10,080.00	\$5.00	\$9,000.00	\$10.00	\$18,000.00
13	Slurry Seal Type II (RAP)	1160-5	SY	39,000	\$1.70	\$66,300.00	\$1.70	\$66,300.00	\$2.00	\$78,000.00	\$2.30	\$89,700.00
14	Remove And Replace PCC Driveway	1174-6	SF	820	\$20.00	\$16,400.00	\$9.80	\$8,036.00	\$25.00	\$20,500.00	\$35.00	\$28,700.00
15	Remove and Replace PCC Curb and Gutter (Type A2-6)	1174-6	LF	2,320	\$60.00	\$139,200.00	\$47.00	\$109,040.00	\$57.00	\$132,240.00	\$120.00	\$278,400.00
16	Remove and Replace PCC Sidewalk	1174-6	SF	3,600	\$14.00	\$50,400.00	\$7.40	\$26,640.00	\$13.00	\$46,800.00	\$20.00	\$72,000.00
17	Remove and Replace PCC Cross Gutter and Spandrel	1174-6	SF	1,900	\$25.00	\$47,500.00	\$19.25	\$36,575.00	\$25.00	\$47,500.00	\$30.00	\$57,000.00
18	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	2	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$2,715.00	\$5,430.00	\$10,000.00	\$20,000.00
19	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	38	\$2,500.00	\$95,000.00	\$2,000.00	\$76,000.00	\$2,541.00	\$96,558.00	\$9,500.00	\$361,000.00
20	Install 24-Inch Root Barrier	1174-6	EA	800	\$15.00	\$12,000.00	\$31.00	\$24,800.00	\$27.00	\$21,600.00	\$20.00	\$16,000.00
21	Grind PCC Sidewalk	1174-6	EA	200	\$16.00	\$3,200.00	\$21.00	\$4,200.00	\$19.00	\$3,800.00	\$60.00	\$12,000.00
22	Adjust Manhole Cover to Finished Grade	1185-3	EA	10	\$700.00	\$7,000.00	\$600.00	\$6,000.00	\$1,406.00	\$14,060.00	\$575.00	\$5,750.00
23	Adjust Water Valve Cover to Finished Grade	1185-3	EA	8	\$650.00	\$5,200.00	\$400.00	\$3,200.00	\$872.00	\$6,976.00	\$350.00	\$2,800.00
24	Adjust Survey Monument Cover to Finished Grade	1185-3	EA	10	\$700.00	\$7,000.00	\$600.00	\$6,000.00	\$872.00	\$8,720.00	\$900.00	\$9,000.00
25	Install "STOP" Pavement Parking (T)	1515-4	EA	22	\$120.00	\$2,640.00	\$127.00	\$2,794.00	\$147.00	\$3,234.00	\$150.00	\$3,300.00
26	Install "SLOW" Pavement Marking (T)	1515-4	EA	2	\$120.00	\$240.00	\$127.00	\$254.00	\$147.00	\$294.00	\$150.00	\$300.00
27	Install "SCHOOL" Pavement Marking (T)	1515-4	EA	2	\$150.00	\$300.00	\$159.00	\$318.00	\$196.00	\$392.00	\$200.00	\$400.00

28	Install "XING" Pavement Marking (T)	1515-4	EA	2	\$120.00	\$240.00	\$127.00	\$254.00	\$135.00	\$270.00	\$130.00	\$260.00
29	Install 24" Yellow Crosswalk – Ladder Type (T)	1515-4	EA	440	\$6.00	\$2,640.00	\$6.35	\$2,794.00	\$4.00	\$1,760.00	\$4.00	\$1,760.00
30	Install 12" Solid White (T)	1515-4	LF	440	\$3.00	\$1,320.00	\$3.20	\$1,408.00	\$4.00	\$1,760.00	\$4.00	\$1,760.00
31	Install 12" Solid Yellow (T)	1515-4	LF	330	\$3.00	\$990.00	\$3.20	\$1,056.00	\$4.00	\$1,320.00	\$4.00	\$1,320.00
32	Install Detail 22 (T)	1515-4	LF	220	\$2.00	\$440.00	\$2.15	\$473.00	\$2.00	\$440.00	\$2.30	\$506.00
33	Paint Curb Red	1515-4	LF	200	\$2.00	\$400.00	\$2.15	\$430.00	\$2.00	\$400.00	\$1.70	\$340.00
34	Install Blue RPM	1515-4	EA	65	\$8.00	\$520.00	\$8.50	\$552.50	\$9.00	\$585.00	\$8.00	\$520.00
35	Install Traffic Inductive Loop Detectors	1520-3	EA	5	\$700.00	\$3,500.00	\$745.00	\$3,725.00	\$859.00	\$4,295.00	\$700.00	\$3,500.00
36	Remove And Replace Street Name Sign	1530-4	EA	90	\$175.00	\$15,750.00	\$187.00	\$16,830.00	\$172.00	\$15,480.00	\$175.00	\$15,750.00
37	Remove And Replace Sign Post	1530-4	EA	47	\$100.00	\$4,700.00	\$105.00	\$4,935.00	\$295.00	\$13,865.00	\$300.00	\$14,100.00
38	Remove and Replace School Crosswalk Warning Sign SW24-2(CA) and Post	1530-4	EA	4	\$250.00	\$1,000.00	\$265.00	\$1,060.00	\$675.00	\$2,700.00	\$675.00	\$2,700.00
39	Remove and Replace Slow School Xing W	1530-4	EA	2	\$250.00	\$500.00	\$265.00	\$530.00	\$626.00	\$1,252.00	\$625.00	\$1,250.00
40	Re-Install Traffic Sign	1530-4	EA	20	\$100.00	\$2,000.00	\$106.00	\$2,120.00	\$25.00	\$500.00	\$25.00	\$500.00
	WATER IMPROVEMENT											
41	Install 8" PVC Class 200	1407-3	LF	11,800	\$78.00	\$920,400.00	\$99.00	\$1,168,200.00	\$114.00	\$1,345,200.00	\$150.00	\$1,770,000.00
42	Abandon Exist ACP In-Place	1408	LF	11,670	\$3.85	\$44,929.50	\$6.00	\$70,020.00	\$7.00	\$81,690.00	\$7.00	\$81,690.00
43	Install 8" R.S. Gate Valve	1409-5	EA	36	\$2,050.00	\$73,800.00	\$1,780.00	\$64,080.00	\$1,683.00	\$60,588.00	\$2,400.00	\$86,400.00
44	Remove and Replace Fire Hydrant	1410-3	EA	6	\$7,500.00	\$45,000.00	\$6,000.00	\$36,000.00	\$9,093.00	\$54,558.00	\$12,000.00	\$72,000.00
45	Reconnect Fire Hydrant	1410-3	EA	10	\$3,500.00	\$35,000.00	\$3,250.00	\$32,500.00	\$5,149.00	\$51,490.00	\$6,300.00	\$63,000.00
46	Water Services Replaced up to 2 inches	1411-3	EA	267	\$1,300.00	\$347,100.00	\$1,400.00	\$373,800.00	\$1,931.00	\$515,577.00	\$2,050.00	\$547,350.00
47	Install 4" Blow-Off Assembly	1414-2	EA	4	\$6,000.00	\$24,000.00	\$7,500.00	\$30,000.00	\$9,978.00	\$39,912.00	\$6,800.00	\$27,200.00
48	Install 2" Air-Vacuum Assembly	1414-2	EA	4	\$5,200.00	\$20,800.00	\$6,070.00	\$24,280.00	\$5,671.00	\$22,684.00	\$6,200.00	\$24,800.00
49	Dewatering	1901-3	LS	1	\$3,500.00	\$3,500.00	\$7,900.00	\$7,900.00	\$111,065.00	\$111,065.00	\$10,937.00	\$10,937.00
50	Trench Safety, adequate sheeting, shoring and bracing or an equivalent method for the protection of life and limb.	1902-3	LS	1	\$30,000.00	\$30,000.00	\$5,600.00	\$5,600.00	\$68,581.00	\$68,581.00	\$17,000.00	\$17,000.00
	Additive Item 1											
51	Temporary Water Services Replaced Up to 2 Inches	1412-3	EA	60	\$85.00	\$5,100.00	\$20.00	\$1,200.00	\$540.00	\$32,400.00	\$1,600.00	\$96,000.00
	Additive Item 2											
52	Trench Stabilization	1903-4	TN	100	\$35.00	\$3,500.00	\$60.00	\$6,000.00	\$81.00	\$8,100.00	\$135.00	\$13,500.00
Bid List Total -SUBMITTED						\$3,241,339.50		\$3,321,965.50		\$4,513,933.00		\$5,284,295.00
Total Bid Amount -VERIFIED						\$3,241,339.50		\$3,321,965.50		\$4,513,933.00		\$5,284,295.00
					Granite Construction Company		Toro Enterprises, Inc.		Sam Hill & Sons		Blois Construction	
Listed Subs					Chrisp Company 2280 South Lilac Avenue Bloomington, CA 92316		Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA		Chrisp Company 2280 South Lilac Avenue Bloomington, CA 92316		Pavement Coatings Jurupa Valley, CA	
					Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA		Chrisp Company 2280 South Lilac Avenue Bloomington, CA 92316		Pavement Coatings 10240 San Sevain Way Jurupa Valley, CA		Manhole Adjusting, Inc. Pico Rivera, Ca 90660	
					CTI P.O. Box 385 La Habra, CA 90631		American Pavement Systems, Inc. 1012 11th Street Modesto, CA 95354		Manhole Adjusting, Inc. 9500 Beverly Road Pico Rivera, Ca 90660		Hardy & Harper Santa Ana, CA	
					American Pavement Systems, Inc. 1012 11th Street Modesto, CA 95354		Caseland Surveying 614 N. Eckhoff Street Orange, CA		Berry General Engineering P.O. box 1457 Ventura, CA		Super, Seal & Stripe Fillmore, CA	

BID PACKET

CITY OF

OXNARD



CALIFORNIA

FOR

REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT

PW 16-14

Submitted by:

Contractor's Name: GRANITE CONSTRUCTION COMPANY

Address: 5335 DEBBIE LANE

City: SANTA BARBARA State: CA Zip Code: 93111

Contact Person: BRIAN LARINAN Phone: 805 964-9951

Email: BRIAN.LARINAN@GCINC.COM Date: NOVEMBER 8, 2017

**BID FOR REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER
IMPROVEMENT PROJECT PW 16-14**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Redwood Neighborhood Street Resurfacing and Water Improvement Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on SANTA BARBARA [date], at SANTA BARBARA [city], CALIFORNIA [state].

Bidder's Name (Company): GRANITE CONSTRUCTION COMPANY

Signature: *Jigisha Desai*

Title: VICE PRESIDENT

Print: JIGISHA DESAI

Date: NOVEMBER 8, 2017



CITY OF OXNARD

**BID SHEETS FOR REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER
IMPROVEMENT PROJECT PW 16-14**

Bidder's Name: GRANITE CONSTRUCTION COMPANY

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	160,000.00	160,000.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	65,010.00	65,010.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	8,500.00	8,500.00
	STREET IMPROVEMENT					
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	36,280	2.00	72,560.00
5	Unclassified Excavation	1120-4	CY	170	100.00	17,000.00
6	Class 2 Aggregate Base	1130-4	TN	120	55.00	6,600.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	320	125.00	40,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	110	125.00	13,750.00
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	400	110.00	44,000.00
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	8,500	4.50	38,250.00
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	6,900	105.00	729,500.00
12	Crack Seal	1155-4	LB	1,800	3.70	6,660.00
13	Slurry Seal Type II (RAP)	1160-5	SY	39,000	1.70	66,300.00
14	Remove And Replace PCC Driveway	1174-6	SF	820	20.00	16,400.00
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	2,320	60.00	139,200.00
16	Remove And Replace PCC Sidewalk	1174-6	SF	3,600	14.00	50,400.00
17	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SF	1,900	25.00	47,500.00

18	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	2	2,500.00	5,000.00
19	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	38	2,500.00	95,000.00
20	Install 24-Inch Root Barrier	1174-6	LF	800	15.00	12,000.00
21	Grind PCC Sidewalk	1174-6	SF	200	16.00	3,200.00
22	Adjust Manhole Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
23	Adjust Water Valve Cover To Finished Grade	1185-3	EA	8	650.00	5,200.00
24	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
25	Install "STOP" Pavement Marking (T)	1515-4	EA	22	120.00	2,640.00
26	Install "SLOW" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
27	Install "SCHOOL" Pavement Marking (T)	1515-4	EA	2	150.00	300.00
28	Install "XING" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
29	Install 24" Yellow Crosswalk – Ladder Type (T)	1515-4	EA	440	6.00	2,640.00
30	Install 12" Solid White (T)	1515-4	LF	440	3.00	1,320.00
31	Install 12" Solid Yellow (T)	1515-4	LF	330	3.00	990.00
32	Install Detail 22 (T)	1515-4	LF	220	2.00	440.00
33	Paint Curb Red	1515-4	LF	200	2.00	400.00
34	Install Blue RPM	1515-4	EA	65	8.00	520.00
35	Install Traffic Inductive Loop Detectors	1520-3	EA	5	700.00	3,500.00
36	Remove And Replace Street Name Sign	1530-4	EA	90	175.00	15,750.00
37	Remove And Replace Sign Post	1530-4	EA	47	100.00	4,700.00
38	Remove and Replace School Crosswalk Warning Sign SW24-2(CA) and Post	1530-4	EA	4	250.00	1,000.00
39	Remove and Replace Slow School Xing Warning Sign SW24-3(CA) and Post	1530-4	EA	2	250.00	500.00
40	Re-Install Traffic Sign	1530-4	EA	20	100.00	2,000.00
	WATER IMPROVEMENT					
41	Install 8" PVC Class 200	1407-3	LF	11,800	78.00	920,400.00
42	Abandon Exist ACP In-Place	1408	LF	11,670	3.85	44,929.50

43	Install 8" R.S. Gate Valve	1409-5	EA	36	2,050.00	73,800.00
44	Remove And Replace Fire Hydrant	1410-3	EA	6	7,500.00	45,000.00
45	Reconnect Fire Hydrant	1410-3	EA	10	3,500.00	35,000.00
46	Water Services Replaced Up To 2 Inches	1411-3	EA	267	1,300.00	347,100.00
47	Install 4" Blow-Off Assembly	1414-2	EA	4	6,000.00	24,000.00
48	Install 2" Air-Vacuum Assembly	1414-2	EA	4	5,200.00	20,800.00
49	Dewatering	1901-3	LS	1	3,500.00	3,500.00
50	Trench Safety, adequate sheeting, shoring and bracing or an equivalent method for the protection of life and limb.	1902-3	LS	1	30,000.00	30,000.00
BASE AMOUNT TOTAL					\$ 3,232,739.50	

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
51	Temporary Water Services Replaced Up To 2 Inches	1412-3	EA	60	85.00	5,100.00
TOTAL ADDITIVE ITEM 1:						\$ 5,100.00

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
52	Trench Stabilization	1903-4	TN	100	35.00	3,500.00
TOTAL ADDITIVE ITEM 2:						\$ 3,500.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ 3,241,339.50

TOTAL BID PRICE IN WORDS: three million two hundred forty one thousand three hundred thirty nine and Fifty cents

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and Additive Items.

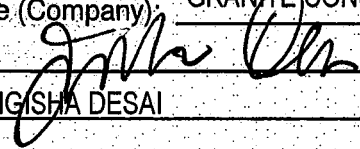
Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>11/2/2017</u>
#02	_____
#03	_____
#04	_____

Addendum:	Date Received:
#05	_____
#06	_____
#07	_____
#08	_____

Bidder's Name (Company): GRANITE CONSTRUCTION COMPANY

Signature: 

Title: VICE PRESIDENT

Print: JIGISHA DESAI

Date: NOVEMBER 8, 2017



QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

(1) Bidder's Name: GRANITE CONSTRUCTION COMPANY

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

N/A

* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

(3) Business Address: 5335 DEBBIE LANE
SANTA BARBARA CA 93111

Phone 1: 805 964-9951 Phone 2: 805 967-1431

Email: BRIAN.LARINAN@GCINC.COM

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): CORPORATION

Organized under the laws of the State of: CALIFORNIA

(5) California State Contractor's License Number and Class: 89 A

Original Date Issued: 10/1/1929 Expiration Date: 5/31/2019

(6) DIR Contractor Registration Number: 1000000085

(7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO

(8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:

SEE APPENDIX A1

(9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

SEE APPENDIX B1

- (10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

SEE APPENDIX B2

- b. Briefly summarize the parties' claims and defenses:

SEE APPENDIX B2

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

SEE APPENDIX B2

- (12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

NO

- (13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

NO

- (14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

SEE APPENDIX C1

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

(15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: ☒ Yes No
- b. By the owner against you? Circle one: ☒ Yes No
- c. By any agency or individual for labor compliance? Circle one: ☒ Yes No
- d. By Subcontractors? Circle one: ☒ Yes No
- e. Are any such claims/actions unresolved/outstanding? Circle one: ☒ Yes No

If your answer is "yes" to any part or parts of this question, explain.

SEE APPENDIX C2

(16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. ORCHARD PRK
2. SIERRA LINDA
3. CAMINO DEL SOL

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: _____

JIBISHA DESAI

Title: VICE PRESIDENT Date: NOVEMBER 8, 2017



This Questionnaire Form must be notarized below.

State of California) ****SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT****

County of _____) ss

City of _____)

On _____ before me, _____

(insert name and title of the officer) 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 and official seal.

Signature _____

(Seal)

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

ACKNOWLEDGMENT

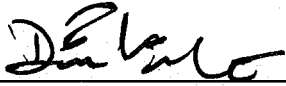
State of California
County of Santa Cruz

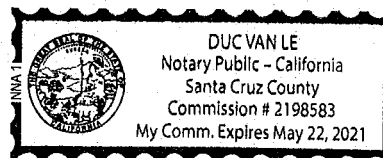
On November 8, 2017 before me, Duc Van Le, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Duc Van Le, Notary Public



REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: 2016 PAVEMENT OVERLAY & RESURFACING PROGRAM

Construction Dates From: 8/8/2016 To: 10/4/2016

Agency Name: CITY OF THOUSAND OAKS

Project Manager: MICHELLE MCCARTY Telephone: 805 449-2477

Original Contract Amount: \$ 2,751,503 Final Contract Amount: \$ 2,581,236

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 2 Description: SIERRA LINDA NEIGHBORHOOD STREET RESURFACING

Construction Dates From: 3/1/2016 To: 5/20/2016

Agency Name: CITY OF OXNARD

Project Manager: RAYMOND WILLIAMS Telephone: 805 385-7909

Original Contract Amount: \$ 1,907,963 Final Contract Amount: \$ 1,955,264

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

Project 3 Description: HWY 101 CATHEDRAL OAKS/REFUGIO RHMA OGFC OVERLAY

Construction Dates From: 9/2016 To: 2/2017

Agency Name: CALTRANS

Project Manager: TIM CAMPBELL Telephone: 805 549-3101 805 549-3247

Original Contract Amount: \$ 4,707,677 Final Contract Amount: \$ 5,016,999

Did you file any claims against the Agency? Circle one: Yes ☐ No ☒

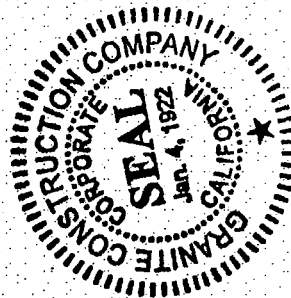
Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: GRANITE CONSTRUCTION COMPANY

Signature: Jigisha Desai
JIGISHA DESAI

Title: VICE PRESIDENT Date: NOVEMBER 8, 2017



DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page onto blue paper and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)
Chrisp Company	374600 A	1000000306	2280 South Lilac Ave. Bloomington CA 92316 BL 306 (909) 746-0356	Striping & signs	1%
Pavement Coatings Co.	303609 A, C32	1000003382	10240 San Savaine Way Jurupa Valley CA 91776 (714) 826-3011	Slurry Seal Type II	2%
C.T.I.	754500 A	1000008423	P.O. Box 385 La Habra, CA 90631 (562) 697-2286	Cold Mill	2%
American Pavement Systems Inc.	1766307 A	1000000207	102 11th Street Modesto, CA 95354 (209) 522-2277	ARAM	2%

Bidder's Name: GRANITE CONSTRUCTION COMPANY

Signature: _____

JIGISHA DESAI

Title: VICE PRESIDENT Date: 11/8/2017

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page onto blue paper and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)



Bidder's Name: GRANITE CONSTRUCTION COMPANY

Signature: _____

JIGISHA DESAI

Title: VICE PRESIDENT Date: 11/8/2017

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

SEE APPENDIX C3

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts							
Total dollar amount of contracts (in thousands)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: GRANITE CONSTRUCTION COMPANY

Signature: _____

WIGISHA DESAI

Title: VICE PRESIDENT Date: NOVEMBER 8, 2017



**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

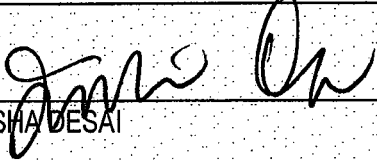
I/we am/are the VICE PRESIDENT of GRANITE CONSTRUCTION COMPANY,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

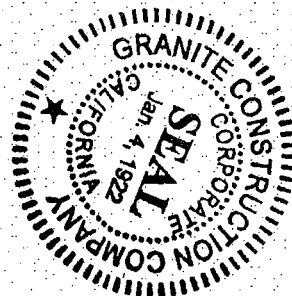
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on NOVEMBER 8, 2017 [date], at WATSONVILLE [city], CALIFORNIA [state].

Bidder's Name: GRANITE CONSRUCTION COMPANY

Signature: 
JIGISHA DESAI

Title: VICE PRESIDENT Date: NOVEMBER 8, 2017

This Noncollusion Declaration must be notarized on the following page.



(Continuation of Noncollusion Declaration)

State of California) ****SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT****

County of _____) ss

City of _____)

On _____ before me,

_____ (Insert name and title of the officer)

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 and official seal.

Signature _____

(Seal)

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

ACKNOWLEDGMENT

State of California

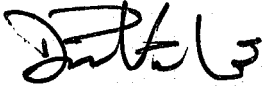
County of Santa Cruz

On November 8, 2017 before me, Duc Van Le, Notary Public
(insert name and title of the officer)

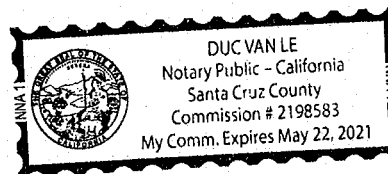
personally appeared Jigisha Desai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 
Duc Van Le, Notary Public

(Seal)



CITY OF OXNARD
Redwood Neighborhood Street Resurfacing and Water Improvement Project
PW 16-14

ESCROW BID DOCUMENTS COVER PAGE

ESCROW BID DOCUMENT CERTIFICATION

The undersigned hereby certifies under penalty of perjury that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the Redwood Neighborhood Street Resurfacing and Water Improvement Project, and that I have personally examined these contents and have found that this bid documentation is complete.



By: _____

Title: JIGISHA DESAI, VICE PRESIDENT

Firm: GRANITE CONSTRUCTION COMPANY

Date: NOVEMBER 8, 2017

*IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING:

THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO:

Public Works
 305 W. 3rd Street, East Wing, 3rd floor
 Oxnard, CA 93030
 Attn: Renee Hatcher

N/A

**SMALL LOCAL BUSINESS PURCHASING PREFERENCE:
BIDDER'S CERTIFICATION**

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

N/A

By: _____

By: _____

Title: _____

Title: _____

Bidder: _____

Bidder: _____

Date: _____

Date: _____

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on December 8, 2016 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

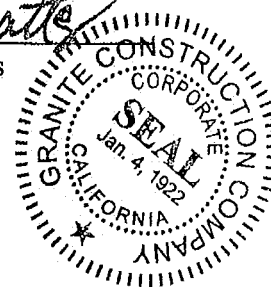
AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts & Secretary	Senior Vice President, General Counsel, Corporate Compliance Officer
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: January 4, 2017


Richard A. Watts



GRANITE

Granite Construction Company Current Operating Names and DBAs

Names of Joint Venture Companies

AGL Constructors
 Ames/Granite Joint Venture
 Audubon Bridge Constructors, a Joint Venture
 California Corridor Constructors, a Joint Venture
 Connect 202 Partners
 Eastside Corridor Constructors
 FCI Constructors/Granite, A Joint Venture
 GCC/MCM, A JV
 Granite Hensel Phelps JV
 Granite/Ames Joint Venture
 Granite/PCL, A Joint Venture
 Granite/RLW Joint Venture
 Granite-Healy Tibbitts A Joint Venture
 Hensel Phelps Granite Hangar Joint Venture
 Houston Rapid Transit, a Joint Venture
 Intercounty Constructors
 Las Vegas Monorail Team
 Old Pueblo Trackworks
 Paso Del Norte Trackworks
 Pulice-Granite JV
 Pulice-Granite Red Mtn JV
 Raleigh-Durham Roadbuilders
 Shimmick/Traylor/Granite, JV
 Skanska-Granite-Lane, a Joint Venture
 Tangerine Corridor Constructors
 Walsh/Granite JV
 Washington County Constructors
 Yaquina River Constructors, A Joint Venture

DBA Names

Granite Construction Company of California (Florida)
 Granite Construction Company, Inc. (Alabama)
 Granite Construction Company of Connecticut (Connecticut)
 Granite Construction Company dba Granite Construction Supply
 Granite Construction Company dba Wilder Construction Company

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

Work/ payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
5/29/12	GCC v. CADOT (Hwy 14) (Arb)	Non-payment; Improperly assessed LDs. \$108,000.00	Office of Administrative Hearings – Public Works and Contract Arbitration Program 2349 Gateway Oaks Dr., STE 200 Sacramento, CA 95833-4321	8/12 – Settled	CA DOT, District 6 1352 West Olive Ave. P.O. Box 12616 Fresno, CA 93778-2616 Sherri Bender Ehler (559) 488-4195
8/1/12	GCC v. Mountain Chief Management Services (Arb)	Indemnity on claim against GCC's bond. \$160,505.40	American Arbitration Association, WA	12/12 - Arbitration demand withdrawn	Mountain Chief Management Services P.O. Box 369, 4156 Hwy 89 Babb, MT 59411 (406) 200-8369
10/5/12	GCC v. Balfour Beatty Infrastructure, Inc., et al.	Breach of contract, enforcement of payment bond. \$511,135.66	Sacramento County Superior Court, CA 34-2012-00133210	7/13 - Settled	Balfour Betty Infrastructure, Inc. 10151 Florin Road Sacramento, CA 95029 Chris Rutherford (916) 681-2001
10/9/12	GCC v. So Pac Rail, Inc., et al.	Indemnity for breach of contract. \$655,178.59	San Mateo County Superior Court, CA CIV517206	3/13 – Settled	So Pac Rail, Inc. 1450 W. 228 th St., Unit 33 Torrance, CA 90501 Tom Clancy (310) 326-0022
4/1/13	GCC v. Legg, et al., including CADOT (Cross Complaint filed)	Non-payment; breach of contract; quantum meruit; fraud & deceit; enforcement of stop notice and enforcement of payment bond (Cross complaint filed) \$330,897.31	Kern County Superior Court, CA S -1500-CV 278646 DRL	12/15 – GCC obtained default judgment against Legg	CADOT Legal Division, MS-57 1120 N. St. Sacramento, CA 95814 Jidi Wong, Esq. (916) 654-2630
9/17/13	GCC and MS DOT (US82 Bridge Demo) (Arb)	Delay damages due to high river levels. \$750,000.00	State Transportation Arbitration Board 406 Treeline Dr. Brandon, MS 39042 63	11/13 – Award issued in GCC's favor	MS DOT P.O. Box 1850 Jackson, MS 39215 Mark McConnell Phone: (601) 359-7001
10/28/13	GCC v. Disney Construction; CADOT, et al.	Non-payment; Enforcement of stop notices and payment bond. \$573,359.39	Mono County Superior Court, CA CV130116	7/14 – Settled	Disney Construction, Inc. 875 Mahler Rd., #188 Burlingame, CA 94010 (650) 259-9545

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
12/6/13	GCC v. Andrewglen Development, LLC, et al.	Breach of contract for non-payment; Enforcement of payment bond. \$674,440.08	Los Angeles County Superior Court, North District MC024325	3/15 – Judgment for GCC	Slater Law, APC Theodore Slater 9663 Santa Monica Blvd., #609 Beverly Hills, CA 90210 (818) 970-2241
3/26/14	GCC v. CADOT (I-805 North)(Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions \$3,936,373.73	Office of Administrative Hearings CA 2349 Gateway Oaks Dr, STE 200 Sacramento, CA 95833 A-0009-2015	Pending	CADOT Legal Division – MS 130 4050 Taylor Street San Diego, CA 92110 (619) 688-2351
4/16/14	GCC v. Earth Systems Southern California (Arb)	Defective mix design for asphalt pavement causing delay & damage to GCC. \$340,000.00	American Arbitration Association 01-14-0000-1913	10/14 – Settled	Earth System South California 895-Aero Vista Place, STE 102 San Luis Obispo, CA 93401 (805) 781-0112 ishin@earthsvs.com R. Stellwagen, Jr., Esq. (626) 243-1100 rstellwagen@comslaw.com
4/23/14	GCC v. CADOT (Bridgeport Project) (Arb)	Non-payment for delay and extra costs. GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred. \$1,342,25.95	Office of Administrative Hearings – Public Works Contracts OAH No. A-0009-2014	9/16 – Arbitration award for GCC	CADOT 1120 N Street MS-49 Sacramento, CA 95814 Phone: (260) 872-5211 Brent.Green@dot.ca.gov
6/23/14	GCC v. Chester Bross	Non-payment; breach of contract; enforcement of stop notices and payment bond; quantum meruit. \$141,965.00	San Francisco County Superior Court, CA CGC-14-541521	8/15 – Settled	Chester Bross Construction Company P.O. Box 430 Hannibal, MO 63401 (209) 747-3595 Shawn.simmons@chesterbross.com
1/2/15	GCC v. Meadow Valley Contractors, Inc.; Liberty Mutual	Non-payment \$115,166.94	Washoe County 2 nd District Court, NV CV14-00230	12/15 – Settled	Meadow Valley Contractors, Inc. Lance Harris (702) 643-9472
2/23/15	GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs \$247,070.15	Office of Administrative Hearings – Public Works Contracts A-0001-2015	6/15 – Settled	CADOT 464 W. 4 th Street, MS1104 San Bernardino, CA 92401-1400 Gerardo De Santos (909) 383-4563
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site	Office of Administrative Hearings 2349	Pending	CADOT, District 11

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
		conditions \$5,800,000.00	Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015		8863 Airway Rd San Diego, CA 92154 (519) 6970217 paul.y.hsu@dot.ca.gov
6/26/15	GCC v. CADOT (Lonepine Cottonwood) (Arb)	Non-payment; breach of contract, breach of warranty, breach of implied good faith & fair dealing. \$864,964.51	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0013-2015	3/17 - Settled	CADOT Legal Division 1120 N. Street, MS-57 Sacramento, CA 95814-5680 Dave Bishop or Lauren A. Machado (916) 654-2630 Dave_bishop@dot.ca.gov
7/8/15	GCC v. CADOT (395 Conway Summit) (Arb)	GCC seeks recovery in extra costs it incurred in attempting to comply with the defective specification. \$125,453.17	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0014-2015	10/16 - Settled GCC	Caltrans - Construction 500 S. Main Street Bishop, CA 93514 Phone: (760) -872-5211 tim.shultz@dot.ca.gov
3/17/16	GCC and RS&H Architects/ 140 Reconstruction (Arb)	Breach of contract based on RSL&H's failure to meet standard of care and negligence. \$3,390,322.00	American Arbitration Association, North Carolina	1/17 - Arbitration award for GCC	RS&H Architects-Engineers-Planners, Inc. 10748 Deerwood Park Blvd. S. Jacksonville, FL 32256 (904) 256-2272 Ken.jacobson@rsandh.com
6/10/16	GCC/MCM JV v. CADOT (PIP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. \$1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed
8/17/16	GCC v. JLR Engineering	Breach of contract; default. \$1,719,563.61	Third District Court of Salt Lake County, UT 160906566	5/17 - Judgment for GCC	JLR Engineering, Inc. 5282 S Commerce Drive, STE D292 Murray, UT 84107-5309 (801) 791-9922 Shuana Shurtliff

Appendix B2

ARBITRATION/ LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY WITHIN THE PAST FIVE (5) YEARS
As of May 2017

Work/Payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
6/25/12	Aggregate Technologies, Inc. v. Goldshire Developers, LLC, GCI dba Houston Rapid Transit JV;	Payment bond claim filed by subcontractor against HRT and payment bond sureties \$253,108.00	152 nd District, Harris County, TX 2012-34382	12/15 – Settled	William B. Westcott, Esq. 3900 Essex Ln., STE 800 Houston, TX 77027 (713) 850-4200
7/16/12	Yaquina River Constructors JV v. T.Y. Lin Int., et al. (counter claim filed)(Arb)	Non-payment By YRC \$36,000,000.00 Against YRC \$1,800,000.00	American Arbitration Association 75 441 Y 00085 12 VIAM	5/14 – Settled	Janelle Chorzempa, Esq. Marvin Chorzempa & Larson 4380 SW Macadam Ave., STE 515 Portland, OR 97239 (501) 232-1410
8/13/12	Bulldog Erectors, Inv. v. Flatiron Constructors, Inc., et al. (including GCC)	Non-payment for rental equipment \$175,035	Court of Common Pleas, Newberry County, SC 2012-CP-36-413	4/13 - Settled	M. Alan Peace, Esq. 1331 Elmwood Ave., STE 300 Columbia, SC 29211-1656 (803) 779-4997
11/1/12	Skyline Electric v. Wilder, GCC	Non-payment; Subcontractor dispute for add'l compensation \$120,037.81 against GCC \$30,000.00 by GCC	Superior Ct., Third Judicial District At Anchorage, AK 3AN 12 10686 C	10/13 – Settled	Grant E. Watts, Esq. Holmes Weddle & Barcott PC 701 W. 8 th Ave., STE 700 Anchorage, AK 99501-3408
2/5/13	Griffin Sign, Inc. v. Intercounty Constructors, GCC et al.	Non-payment \$296,095.25	Circuit Court, Montgomery Co., MD 372682-V	3/14 – Settled	James, H. West West & Gaarder, LLC 409 Washington Ave., STE 1010 Baltimore, MD 21204 (410) 296-4655 Jay.west@westgaarder.com
4/1/13	American Caisson, Inc. dba The Mahaffey Companies v. GCC (Arb)	Non-Payment \$55,843.69	American Arbitration Association 72 110 E 00297 13 LGB	8/13 – Settled	Kirk S. MacDonald, Esq. Gill & Baldwin, PC 130 N. Brand Blvd, STE 405 Glendale, CA 91203 (818) 500-7755
4/1/13	Jack Davenport Sweeping Services, Inc., et al. v. Legg, Inc., et al. (including GCC)	Non-payment (Cross Complaints filed) \$330,897.31 by GCC	Superior Ct., Kern Co. (Metropolitan Division), CA S -1500-CV 278646 DRL	9/15 – GCC obtained default judgment against Legg	Legg, Inc. 2551 2 nd St. Livermore, CA 94550 Robert Legg, II

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
7/16/13	Bard Water District v. GCC	Declaratory Relieve Action to Invalidate a Judgment entered against Bard \$185,235.94 +	Supreme Court of CA, Imperial County ECU 07750	11/14 – Judgment for GCC	James D. Crosby, Esq. Klinedinst PC 501 West Broadway, STE 600 San Diego, CA 92101 619-239-8131
7/26/13	Trenchless Construction, et al. v. ECC a JV of GCC (Counter complaint filed)	Non-payment for services and material (Counterclaim by GCC) \$158,920.98 by ECC Against ECC \$68,547.00	Superior Court of King County, WA 132270897SEA	3/14 - Settled	Kristi D. Favard, Esq. Anderson Hunter Law Firm 2707 Colby Ave., STE 1001 Everett, WA 98206-5161 (425) 252-5181
9/6/13	Earth Reinforcement Specialists v. GCC (Arb)	Contract issues; alleges it underbid work \$117,000.00 by GCC Against GCC \$72,000.00	Office of Administrative Hearings, AZ	1/14 – Awarded for GCC	George H. King Michael W. Thal Lang Baker & Klain, PLC 8767 E. Via de Commercio, STE 102 Scottsdale, AZ 85258
1/13/14	Oceanside Construction, Inc. and GCC (Arb)	Extra work and Non-payment alleged by OCI against GCC Delay and other damages alleged by GCC against OCI \$239,476.77 by GCC Against GCC \$200,000.00	American Arbitration Association 75 110 00003 14	7/14 – Settled	Shawn Hicks, Esq. 800 5 th Avenue, STE 3825 Seattle, WA 98104 (206) 812-1414 shawnhicks@att.net
1/24/14	Cemex Construction Materials Pacific, LLC v. GCC, et al.	Complaint to enforce stop notice; payment bond for breach of contract Against GCC \$388,614.82	Superior Court of Los Angeles County, CA BC531252	4/15 – Settled	Mark A. Walsh, Esq. Walsh & Walsh PC 420 Exchange, STE 270 Irvine, CA 92602 (714) 544-6609
2/18/14	Dig-It, Inc. (counterclaim) v. Timothy P. Charlwood, et al. v. GCC	Breach of contract, unjust enrichment, declaratory judgment Unspecified damages	Second District Court of Weber County, UT 130901138	3/14 – Dismissed without prejudice	Mark D. Taylor The Judge Building, STE 410 8 E. Broadway Salt Lake City, UT 84111 (801) 746-6300
6/24/14	Consolidated Systems, Inc. v. GCC, FIC, et al.	Non-payment Unspecified damages	13th Circuit Ct., Hillsborough County, FL 2014CA64554B	10/14 – Settled	Stephen O. Cole Macfarlane Ferguson & McMullen PO Box 1669 Clearwater, FL 33757 (727) 441-8966

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
12/31/14	Green v. Granite Ames Joint Venture, et al. (JV)	Breach of right of entry and breach of contract \$75,000 by Granite-Ames JV \$300,00 by Green	Second Judicial District Court, Davis County, Farmington Dept., UT 140701079	Pending	Gregory S. Moesinger Kirtan McConkie 50 East South Temple Salt Lake City, UT 84111 (801) 328-3600
1/2/15	Construction Ahead, Inc. v. dba Pavement Surface Control v. Eastside Corridor Constructors JV ("ECC")	Breach of contract; non-payment \$2,824,407.19	Superior Court of Thurston County, WA 15-2-00344-2	5/15 - Settled	John P. Ahlers Lindsay K. Taft Ahlers & Cressman PLLC 999 3rd Avenue, STE 3800 Seattle, WA 98104-1088
4/8/15	Safeway v. GCC	Breach of contract; breach of express and implied warranties. Unspecified damages.	Alaska District - U.S. District Court - Anchorage Division, AK 3AN1511239CI	Pending	Cynthia L. Ducey Delaney Wiles, Inc., STE 400 1007 W. 3rd Avenue Anchorage, AK 99501 (907) 279-3581
4/15/15	HW Lochner and ECC (GCC JV) (Arb)	Breach of contract for failure to meet standard of care and negligence related to Lochner's professional design services. \$45,000,000 By ECC \$24,000,000 against ECC	American Arbitration Association 02-15-0003-7129	3/17 - Settled	Michelle R. Epstein, Esq. Donovan Hatem LLP 53 State Street Boston, MA 02109 (617) 406-4500 mepstein@donovanhatem.com
8/11/15	City of Sacramento v. TranSystems Corp., et al.	Breach of contract, breach of warranty, and negligence	Sacramento County Superior Court, CA 34201500179619	Pending	Sari Myers Dierking 915 I Street Room 4010 Sacramento, CA 95814-2608 916-808-2608
9/30/15	Cemex Construction v. Tab Constructors, GCC, FIC, State of CA, et al.	Non-payment; enforce stop payment notice \$141,244.00	Superior Court of Ventura County, CA 56201500469243CUORVTA	4/16 - Settled	Cemex Construction Materials Pacific, LLC 1501 Belvedere Rd. West Palm Beach, FL 33406 Carmona German (800) 226-5521 Mark A. Walsh, Esq. (714) 544 - 6609
5/3/16	Robertson's Ready Mix, LTD v. San Diego Association of Government, GCC, et al.	Breach of contract; non-payment. \$122,966.34	San Diego County Superior Court, CA 37-2016-00013474-CU-MC-CTL	8/16 - Dismissed	Mervyn Y. Encarnacion, Esq. 200 S. Main Street, STE 200 Corona, CA 92882 (951) 493-5454

Appendix B2

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
6/2/16	Trinity Highway Products, LLC v. DRG Fence, Inc., CADOT, GCC; et al.	Non-payment. Granite substituted into the place and in place of Trinity before obtaining a default judgment against DRG Fence, Inc. \$139,855.98 by GCC	Superior Court of Santa Barbara County, CA 16CV02289	11/16 – GCC obtained a default judgment against DRG Fence, Inc.	Trinity Highway Products, LLC 2525 N. Stemmons Freeway Dallas, TX 75207 (800) 527-6050 Mark J. Elmore Michael I. Wayne, Esq. (310) 926-6453
8/9/16	North Coast Electric v. Elcon Corp, GCC	Breach of contract; surety bond claim by materials supplier By GCC \$334,354.00 Against GCC \$169,656.00	Pierce County Superior Court, WA 16-2-09861-0	Pending	Todd R. Johnston Hershner Hunter, LLP PO Box 1475 Eugene, OR 97440 (541) 686-8511
5/4/17	PTG-HTG, et al. v. AGL Constructors JV, et al. (including GCC)	Breach of contract; non-payment \$6,200,000 (designer claim)	District Court of Travis County, TX DC1705165	Pending	Gregory N. Ziegler, Esq. 1201 Elm Street 3800 Renaissance Tower Dallas, TX 75270 (214) 744-3300

Appendix B2



Granite Construction Company

Termination for Convenience

Granite Construction Company, in its 95th year of business, performs over \$1.8 billion worth of construction work annually on thousands of different construction projects. Granite is involved with public and private works contracts which as a general rule contain a termination for convenience clause. As such, there have been a minimal number of contracts terminated for the convenience of the project owner.

Granite has an excellent reputation in the industry for completing projects in a timely and competent manner.

(16e)

PENDING ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

Work/ payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
3/26/14	GCC v. CADOT (I-805 North)(Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions \$3,936,373.73	Office of Administrative Hearings CA 2349 Gateway Oaks Dr, STE 200 Sacramento, CA 95833 A-0009-2015	Pending	CADOT Legal Division – MS 130 4050 Taylor Street San Diego, CA 92110 (619) 688-2351
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions \$5,800,000.00	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015	Pending	CADOT, District 11 8863 Airway Rd San Diego, CA 92154 (519) 6970217 paul.y.hsu@dot.ca.gov
6/10/16	GCC/MCM JV v. CADOT (PIP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. \$1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed

Appendix C2

(16e)

PENDING ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

PENDING ARBITRATION/ LITIGATION FILED AGAINST GRANITE CONSTRUCTION COMPANY WITHIN THE PAST FIVE (5) YEARS
As of May 2017

Work/Payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
12/31/14	Green v. Granite Ames Joint Venture, et al. (JV)	Breach of right of entry and breach of contract \$75,000 by Granite-Ames JV \$300,00 by Green	Second Judicial District Court, Davis County, Farmington Dept., UT 140701079	Pending	Gregory S. Moesinger Kirtan McConkie 50 East South Temple Salt Lake City, UT 84111 (801) 328-3600
4/8/15	Safeway v. GCC	Breach of contract; breach of express and implied warranties. Unspecified damages.	Alaska District - U.S. District Court - Anchorage Division, AK 3AN1511239CI	Pending	Cynthia L. Ducey Delaney Wiles, Inc., STE 400 1007 W. 3rd Avenue Anchorage, AK 99501 (907) 279-3581
8/11/15	City of Sacramento v. TranSystems Corp., et al.	Breach of contract, breach of warranty, and negligence	Sacramento County Superior Court, CA 34201500179619	Pending	Sari Myers Dierking 915 I Street Room 4010 Sacramento, CA 95814-2608 916-808-2608
8/9/16	North Coast Electric v. Elcon Corp, GCC	Breach of contract; surety bond claim by materials supplier By GCC \$334,354.00 Against GCC \$169,656.00	Pierce County Superior Court, WA 16-2-09861-0	Pending	Todd R. Johnston Hershner Hunter, LLP PO Box 1475 Eugene, OR 97440 (541) 686-8511
5/4/17	PTG-HTG, et al. v. AGL Constructors JV, et al. (including GCC)	Breach of contract; non-payment \$6,200,000 (designer claim)	District Court of Travis County, TX DC1705165	Pending	Gregory N. Ziegler, Esq. 1201 Elm Street 3800 Renaissance Tower Dallas, TX 75270 (214) 744-3300

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

Work/ payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
5/29/12	GCC v. CADOT (Hwy 14) (Arb)	Non-payment; Improperly assessed LDs. \$108,000.00	Office of Administrative Hearings – Public Works and Contract Arbitration Program 2349 Gateway Oaks Dr., STE 200 Sacramento, CA 95833-4321	8/12 – Settled	CA DOT, District 6 1352 West Olive Ave. P.O. Box 12616 Fresno, CA 93778-2616 Sherri Bender Ehlert (559) 488-4195
8/1/12	GCC v. Mountain Chief Management Services (Arb)	Indemnity on claim against GCC's bond. \$160,505.40	American Arbitration Association, WA	12/12 - Arbitration demand withdrawn	Mountain Chief Management Services P.O. Box 369, 4156 Hwy 89 Babb, MT 59411 (406) 200-8369
10/5/12	GCC v. Balfour Beatty Infrastructure, Inc., et al.	Breach of contract, enforcement of payment bond. \$511,135.66	Sacramento County Superior Court, CA 34-2012-00133210	7/13 - Settled	Balfour Betty Infrastructure, Inc. 10151 Florin Road Sacramento, CA 95029 Chris Rutherford (916) 681-2001
10/9/12	GCC v. So Pac Rail, Inc., et al.	Indemnity for breach of contract. \$655,178.59	San Mateo County Superior Court, CA CIV517206	3/13 – Settled	So Pac Rail, Inc. 1450 W. 228 th St., Unit 33 Torrance, CA 90501 Tom Clancy (310) 326-0022
4/1/13	GCC v. Legg, et al., including CADOT (Cross Complaint filed)	Non-payment; breach of contract; quantum meruit; fraud & deceit; enforcement of stop notice and enforcement of payment bond (Cross complaint filed) \$330,897.31	Kern County Superior Court, CA S -1500-CV 278646 DRL	12/15 – GCC obtained default judgment against Legg	CADOT Legal Division, MS-57 1120 N. St. Sacramento, CA 95814 Jidi Wong, Esq. (916) 654-2630
9/17/13	GCC and MS DOT (US82 Bridge Demo) (Arb)	Delay damages due to high river levels. \$750,000.00	State Transportation Arbitration Board 406 Treeline Dr. Brandon, MS 39042 63	11/13 – Award issued in GCC's favor	MS DOT P.O. Box 1850 Jackson, MS 39215 Mark McConnell Phone: (601) 359-7001

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
10/28/13	GCC v. Disney Construction; CADOT, et al.	Non-payment; Enforcement of stop notices and payment bond. \$573,359.39	Mono County Superior Court, CA CV130116	7/14 – Settled	Disney Construction, Inc. 875 Mahler Rd., #188 Burlingame, CA 94010 (650) 259-9545
12/6/13	GCC v. Andrewglen Development, LLC, et al.	Breach of contract for non-payment; Enforcement of payment bond. \$674,440.08	Los Angeles County Superior Court, North District MC024325	3/15 – Judgment for GCC	Slater Law, APC Theodore Slater 9663 Santa Monica Blvd., #609 Beverly Hills, CA 90210 (818) 970-2241
3/26/14	GCC v. CADOT (I-805 North)(Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions \$3,936,373.73	Office of Administrative Hearings CA 2349 Gateway Oaks Dr, STE 200 Sacramento, CA 95833 A-0009-2015	Pending	CADOT Legal Division – MS 130 4050 Taylor Street San Diego, CA 92110 (619) 688-2351
4/23/14	GCC v. CADOT (Bridgeport Project) (Arb)	Non-payment for delay and extra costs. GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred. \$1,342,25.95	Office of Administrative Hearings – Public Works Contracts OAH No. A-0009-2014	9/16 – Arbitration award for GCC	CADOT 1120 N Street MS-49 Sacramento, CA 95814 Phone: (260) 872-5211 Brent.Green@dot.ca.gov
2/23/15	GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs \$247,070.15	Office of Administrative Hearings – Public Works Contracts A-0001-2015	6/15 - Settled	CADOT 464 W. 4 th Street, MS1104 San Bernardino, CA 92401-1400 Gerardo De Santos (909) 383-4563
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions \$5,800,000.00	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015	Pending	CADOT, District 11 8863 Airway Rd San Diego, CA 92154 Paul Hsu (519) 6970217 paul.y.hsu@dot.ca.gov
6/26/15	GCC v. CADOT (Lonepine Cottonwood) (Arb)	Non-payment; breach of contract, breach of warranty, breach of implied good faith & fair dealing. \$864,964.51	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	3/17 - Settled	CADOT Legal Division 1120 N. Street, MS-57 Sacramento, CA 95814-

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
			A-0013-2015		5680 Dave Bishop or Lauren A. Machado (916) 654-2630 Dave_bishop@dot.ca.gov
7/8/15	GCC v. CADOT (395 Conway Summit) (Arb)	GCC seeks recovery in extra costs it incurred in attempting to comply with the defective specification. \$125,453.17	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0014-2015	10/16 – Settled GCC	Caltrans - Construction 500 S. Main Street Bishop, CA 93514 Phone: (760) -872-5211 Tim Shultz tim.shultz@dot.ca.gov
6/10/16	GCC/MCM JV v. CADOT (PIP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. \$1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
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9/17/13	GCC and MS DOT (US82 Bridge Demo) (Arb)	Delay damages due to high river levels. \$750,000.00	State Transportation Arbitration Board 406 Treeline Dr. Brandon, MS 39042 63	11/13 – Award issued in GCC's favor	MS DOT P.O. Box 1850 Jackson, MS 39215 Mark McConnell Phone: (601) 359-7001

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

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4/23/14	GCC v. CADOT (Bridgeport Project) (Arb)	Non-payment for delay and extra costs. GCC seeks recovery in contract deductions assessed by Caltrans and extra costs incurred. \$1,342,25.95	Office of Administrative Hearings – Public Works Contracts OAH No. A-0009-2014	9/16 – Arbitration award for GCC	CADOT 1120 N Street MS-49 Sacramento, CA 95814 Phone: (260) 872-5211 Brent.Green@dot.ca.gov
2/23/15	GCC v. CADOT (Interstate 10 Overlay, Riverside Co)	Non-payment for delay and extra costs \$247,070.15	Office of Administrative Hearings – Public Works Contracts A-0001-2015	6/15 - Settled	CADOT 464 W. 4 th Street, MS1104 San Bernardino, CA 92401-1400 Gerardo De Santos (909) 383-4563
4/20/15	GCC v. CADOT (I-805 South) (Arb)	GCC alleges defective plans & specs, constrained access, differing site conditions \$5,800,000.00	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0010-2015	Pending	CADOT, District 11 8863 Airway Rd San Diego, CA 92154 Paul Hsu (519) 6970217 paul.y.hsu@dot.ca.gov
6/26/15	GCC v. CADOT (Lonepine Cottonwood) (Arb)	Non-payment; breach of contract, breach of warranty, breach of implied good faith & fair dealing. \$864,964.51	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	3/17 - Settled	CADOT Legal Division 1120 N. Street, MS-57 Sacramento, CA 95814-

Appendix C2

(16a)

ARBITRATION / LITIGATION PROCEEDINGS FILED BY GRANITE CONSTRUCTION COMPANY (GCC) AGAINST PROJECT OWNERS WITHIN THE PAST FIVE (5) YEARS
As of May 2017

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6/10/16	GCC/MCM JV v. CADOT (PIP 101) (Arb)	Breach of contract including implied covenant of good faith and fair dealing. \$1,203,308.77	Office of Administrative Hearings 2349 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 A-0012-2016	Pending	CADOT, Dist. 5 50 Higuera St. San Luis Obispo, CA 93401 Phone: (805) 549-3111 Deputy Atty. Elizabeth Reed

Appendix C2

(16b)

ARBITRATION/ LITIGATION FILED BY OWNERS AGAINST GRANITE CONSTRUCTION COMPANY WITHIN THE PAST FIVE (5) YEARS
(As of June 2017)

Work/Payment issues over \$50,000 only; Granite Construction Company can only provide a list of arbitration and lawsuits.

START DATE	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	OUTCOME	ADVERSE PARTY CONTACT
7/16/13	Bard Water District v. GCC	Declaratory Relieve Action to Invalidate a Judgment entered against Bard \$185,235.94 +	Supreme Court of CA, Imperial County ECU 07750	11/14 – Judgment for GCC	James D. Crosby, Esq. Klinedinst PC 501 West Broadway, STE 600 San Diego, CA 92101 619-239-8131
4/8/15	Safeway v. GCC	Breach of contract; breach of express an implied warranties. Unspecified damages.	Alaska District - U.S. District Court - Anchorage Division, AK 3AN1511239CI	Pending	Cynthia L. Ducey Delaney Wiles, Inc., STE 400 1007 W. 3 rd Avenue Anchorage, AK 99501 (907) 279-3581
8/11/15	City of Sacramento v. TranSystems Corp., et al.	Breach of contract, breach of warranty, and negligence	Sacramento County Superior Court, CA 34201500179619	Pending	Sari Myers Dierking 915 I Street Room 4010 Sacramento, CA 95814-2608 916-808-2608

Appendix C2

(16c)

LABOR RELATED AGENCY CLAIMS AND LEGAL PROCEEDINGS FILED AGAINST GRANITE CONSTRUCTION COMPANY ("GCC") IN THE PAST FIVE (5) YEARS
(As of June 2017)

START DATE	CASE NAME	DESCRIPTION	FORUM	STATUS
11/2/12	Compton v. GCC	Racial discrimination claim	Equal Employment Opportunity Commission ("EEOC"), CA	7/15 Dismissed
7/12/13	Lopez v. GCC	Age and racial discrimination claim	Labor Commission Antidiscrimination & Labor Division, UT	7/14 Dismissed
8/13/13	Shubin v. GCC	Wrongful termination and retaliation claim	Department of Fair Employment & Housing ("DFEH"), CA	2/15 Dismissed
9/5/14	Greer v. GCC	Claim for overtime pay and missed meal and rest periods	Division of Labor Standards Enforcement ("DLSE"), CA	12/15 Resolved
11/13/14	McKendrick v. GCC	Wrongful termination and religious discrimination claim	EEOC, Utah	7/15 Dismissed
1/6/15	Anderson v. GCC	Claim for overtime pay	Department of Labor & Industries, WA	6/15 Resolved
1/19/15	Calin v. GCC; KCC	Wrongful termination, gender and age discrimination claim	EEOC, WA	6/15 Dismissed
5/12/15	Ambriz v. GCC	Wrongful termination and disability discrimination claim	EEOC and DFEH, CA	4/16 Dismissed
8/17/15	Johnson v. GCC	Claim for payment of driving time to and from work	DLSE, CA	12/15 Resolved
9/28/15	Leeper v. GCC	Disability discrimination claim	Equal Rights Commission, NV	11/16 Dismissed
6/16/16	Cortez v. GCC	Wrongful termination, age and racial discrimination claim	DFEH, CA	Pending
7/16/16	Mendez v. GCC	Racial discrimination claim	EEOC, NC	9/16 Dismissed
5/24/17	Fuller v. GCC	Gender discrimination claim	EEOC, AL	Pending

*Apprenticeship and prevailing wage claims excluded.

Appendix C2

This information must include all construction work undertaken in the State of California by the Bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

5-Calendar Years Prior to Current Year

	2012	2013	2014	2015	2016	TOTAL	CURRENT YEAR
1 Number of Contracts	572	587	579	464	580	2,782	N/A
2 Total dollar amount of contracts (in thousands of \$)	\$540,345	\$547,930	\$556,515	\$555,519	\$549,414	\$2,749,724	N/A
3 Number of fatalities	0	0	0	0	0	0	N/A
4 Number of lost days workday cases	6	12	5	12	11	46	N/A
5 Number of lost workdays cases involving permanent transfer to another job or termination of employment**	12	23	10	19	0	64	N/A
6 Number of lost workdays	853	1,654	425	452	1,050	4,434	N/A

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--- Occupational Injuries and Illnesses, OSHA No. 102.

**These numbers represent total cases with job transfer or restricted duty.

APPENDIX C3



Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If "Yes" give amount and explain in comments.
544590	Union Pacific Railroad 1400 Douglas Street Omaha, NE 68179-1001	UPRR Walong Siding Contract No.: 62248 Tehachapi, CA Siding, grading, and drainage improvements including four culverts along second mainline of track. Also, headwall improvements, furnished and installed subballast along track.	James Moss (402) 250-5375 (M) Fax: N/A jdmross@up.com	8,268,434	12/2/2016	No
490042	City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93301-5201	Hosking Avenue Interchange Contract No.: T4K034 / 14-202 Hosking Avenue at Highway 99, CA Construct new interchange: construct new 6 lane overcrossing, retaining wall construction, HMA auxiliary lanes/ramps, drainage improvements, and highway planting.	Jim Simon, Parsons Brinckerhoff (916) 997-5175 Fax: N/A Email: N/A	21,370,239	8/12/2016	No
529044	County of Santa Clara 101 Skyport Drive San Jose, CA 95110-1302	Loyola Drive Bridge Widening (Bridge No. 37C0117) Contract No.: 15-02 Los Altos, CA Portions of bridge removal, addition of traffic lanes and bicycle lanes in each direction, reconstruct bridge railing, columns to the pier, protect a retaining wall in place, as well as associated roadway work for the structure.	Amir Douraghy Phone: N/A Fax: N/A Amir.Douraghy@rda.sccgov.org	3,817,740	8/26/2016	No
541850	East Bay Municipal Utility District PO Box 24055 MS 42 Oakland, CA 94623-1055	Bishop Ranch Recycled Water Line Contract No.: 2100 Hayward, CA 3,060' of 6", 4,225' of 8", 3,975' of 12", and 6,705' of 16" diameter PVC pipe; 135' of 6", 95' of 8", 630' of 12", and 625' of 16" diameter mortar lined and tape wrapped plastic coated steel (ML&PC) pipe; and performed related required work.	Chris Shumate (510) 287-7167 Fax: N/A cshumate@ebmud.com	6,209,671	7/12/2016	No
550771	County of Santa Clara 101 Skyport Drive San Jose, CA 95110-1302	Replacement of Stevens Creek Bridge Contract No.: 15-08 / BRL0-5937(107 & 109) Cupertino, CA Removal of existing single span steel girder bridge on steel piles with wooden deck, three stage construction of 60' & 70.5' single span cast-in-place pre-stressed concrete bridge deck supported on reinforced concrete abutments and spread footing foundations, and construction of reinforced concrete cantilever and CIDH retaining walls.	Albert Eydam (408) 573-2442 (408) 441-0652 (F) Albert.Eydam@rda.sccgov.org	3,555,121	11/15/2016	No

GRANITE

Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY
						Liens or Claims? If "Yes" give amount and explain in comments.
559596	Calistoga Hills Resort 1019 Myrtle Street Calistoga, CA 94515-1727	Calistoga Hills - Washington Street Trunk Sewer & Pine Street Lift Station Contract No.: 559596 Calistoga, CA The trunk sewer portion of this project included the installation of 12" sanitary sewer force main, 24" gravity trunk sewer, 27" gravity trunk sewer, 18" reclaimed water pipe, and associated manholes, cleanouts, appurtenances, creek crossings with abutments, trench and backfill, and surface restoration. The lift station portion included installation of new fiberglass wet well, piping into and out of the wet well, connection to existing force main over the Napa River, conversion of existing wet well to an emergency overflow and pumping station, and installation of control equipment for the new configuration of the station.	Aaron Harkin (707) 942-4700 Fax: N/A Email: N/A	4,251,695	7/6/2016	No
569325	JDC Developments, LLC 4520 Madison Avenue Kansas City, Missouri 64111	FedEx Site Development Project #: 01-1512-0100 Watsonville, CA Site work for FedEx ground facility including 200,000 CY earthwork, lime treat building pad, temporary bridge, 25,000 TN aggregate base, 5,000 TN AC paving, erosion control, signage, and striping.	Noel Cochran (916) 340-2432 Fax: N/A jmercer@alstonco.com	6,366,290	7/11/2016	No
577684	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 13 Overlay Contract No.: 04-1J1904 Oakland, CA Cold plane asphalt concrete pavement and overlay with RHMA-G.	Hugo Topete (530) 741-5504 (530) 822-4426 (F) Email: N/A	3,946,722	8/30/2016	No
476675	City of Healdsburg 401 Grove Street Healdsburg, CA 95448-4723	Healdsburg Avenue Bridge Retrofit Contract No.: 2014-03/BRLS-5027(010) Healdsburg, CA Seismic retrofitting & rehabilitation of existing historical steel truss bridge (originally constructed in 1921). Included RSP, mitigation landscaping, intersection grading, and installation of traffic signal equipment.	Mario Landeros, Senior Civil Engineer (707) 431-3335 (707) 431-3321 (F) mlanderos@ci.healdsburg.ca.us	12,318,401	6/7/2016	No
486796	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Seaside Retaining Wall Contract No.: 01-474904 Westport, CA Soldier pile retaining wall and storm damage repair. Included erosion control, culverts, MBGR, cold plane AC, structure excavation and backfill (soldier pile wall), reinforced embankment, HMA dike (types C & F), HMA paving, and structural concrete.	Chuck Lees, R.E. (707) 496-4351 Fax: N/A Email: N/A	5,298,354	12/31/2016	No



Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If Yes, give amount and explain in comments.
403882	California American Water 511 Forest Lodge Road Suite 100 Pacific Grove, CA 93950-5040	San Clemente Dam Removal Contract No.: M1310 Monterey County, CA The primary feature of the project involved rerouting the Carmel River into San Clemente Creek at a location upstream of the SCD and permanently bypassing the majority of the accumulated sediment in the river. The bypass, or reroute channel, was excavated through the drainage divide between the Carmel River and San Clemente Creek. Upstream of the reroute channel, the upper Carmel River was excavated and restored to enable a transition to existing channel grades at the upstream end of the project limit. The new combined flow reach (CFR) between the reroute channel and the present dam location was restored with a focus on improving conditions for steelhead trout passage. The accumulated sediment in the San Clemente Creek arm of the reservoir was excavated and relocated to the sediment stockpile, stabilized in place, and restored to create a naturally occurring habitat for the native wildlife. In order to divert the Carmel River into the reroute channel and prevent flows from entering and destabilizing the sediment stockpile, a diversion dike was constructed out of rock material from the reroute channel and was used to retain the sediments within the stockpile. Downstream of the diversion dike within the abandoned Carmel River arm, a stabilized sediment slope consisting of rock material from the reroute channel was constructed to retain sediments within the sediment stockpile area. Finally when all of the components were in place, the SCD was removed and the entire project was restored to blend in with the native surroundings.	Aman Gonzalez (831) 646-3230 Fax: N/A Email: N/A	70,947,186	10/31/2016	No
502657	United States Army Corps of Engineers - Omaha District 1616 Capitol Avenue Omaha, NE 68102-4901	GSAB Maintenance Hangar Contract No.: 14150007-001 Fort Carson, CO Airfield paving.	Dan J. Seifer (303) 418-5317 Fax: N/A dseifer@swinerton.com	6,981,499	10/28/2016	No
557681	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	I-8 Overlay Contract No.: 11-2M7804/ACSTPI-008-2(104)E El Centro, CA Milled 25' of existing HMA, layed 22" of HMA and installed 0.3' of rubberized chip seal, installation of two traffic loops, and permanent striping.	Daniel Hernandez-Duarte (760) 594-2008 Fax: N/A daniel.hernandez@dot.ca.gov	4,235,235	4/31/2016	No
560876	County of Imperial 155 South 11th Street El Centro, CA 92243-2803	LTA Phase III Rehabilitation of Various Roads Contract No.: 5663K & 5664A,B,D,E,F,M Imperial County, CA Mill and fill on various locations in Imperial County. Permanent striping and the construction of two concrete wash areas.	Juny Marmolejo (760) 337-3883 Fax: N/A jmarmolejo@thehotgroup.net	3,620,435	5/7/2016	No



Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If "Yes" give amount and explain in comments.
416433	County of Riverside 3525 14th Street Riverside, CA 92501-3813	Airport Boulevard Grade Separation Project Contract No.: A6-0241 Thermal, CA Construction of an overpass of Airport Blvd over Highway 111 and the Union Pacific Railroad and associated street improvements. Removed and replaced chain link fence and gate. Removed curb, gutter and sidewalk. 26,700 CY of roadway excavation. Furnished and placed aggregate base and 18,600 TN of Type A asphalt. Installed 12", 18", 24" and 36" reinforced concrete pipe. Jacked and bored 48" steel casing. Installed bridge deck drainage system, removed and replaced guard railing, and installed 4 signals and lighting at various locations.	Gabriel Munoz (951) 955-6765 Fax: N/A gmunoz@clima.org	20,600,000	2/4/2016	No
493091	County of Riverside 3525 14th Street Riverside, CA 92501-3813	Palm Springs MDP Line 43 & 43A Contract No.: 6-0-00163-01 Palm Springs, CA Excavation of approximately 700 CY of rock and 32,000 CY material. Approximately 17,500 SF of asphalt concrete excavation and back fill. Installed trench safety system and falsework. 233 CY of miscellaneous concrete structures and reinforced boxes. Installation of 18" to 66" RCP pipe. Installed 10 manholes. Furnished and graded aggregate base material and placed 1,400 TN of hot mix asphalt.	Ken Allen (760) 955-1288 (760) 684-8409 (F) gkallen@rcflood.org	5,713,958	1/18/2016	No
557312	County of Sacramento 9700 Goethe Road Suite D Sacramento, CA 95827-3558	Sacramento County Overlay 2015 Contract No.: 4268 Sacramento County, CA AC overlay.	Jeff Ternes Phone: N/A Fax: N/A ternesj@sacounty.net	5,358,735	1/19/2016	Yes (1) Damaged retaining wall caused by concrete crew (closed out), (2)
451798	California Department of Corrections and Rehabilitation 9638 Old Placerville Road Suite B Sacramento, CA 95827	Mule Creek Infill Complex Contract No.: 193200 Ione, CA A design/build site work project for new prison. Includes 1.1 million CY of rock, 40,000 LF of utilities, 350,000 TN of structural fill, and 26,000 TN of asphalt paving.	Mike Meredith (916) 255-3838 Fax: N/A mike.meredith@cdcr.ca.gov	31,604,685	1/27/2016	No
408264	County of Merced 2222 M Street Merced, CA 95340	Atwater-Merced Expressway/SR 99 Interchange Project Contract No.: 300-997 Atwater, CA Expressway construction includes 197,000 CY of roadway excavation, 467,000 CY of import borrow, construction of 5 bridges (box girder and simple span), and 22,000 CY of concrete pavement.	Todd George (559) 661-5220 (559) 492-3457 (F) todd.george@nv5.com	34,600,736	11/11/2016	No

GRANITE

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420481	County of El Dorado Community Development Agency 2850 Fairlane Court Placerville, CA 95667-4100	Silva Valley Parkway Interchange Contract No.: PW 12-30647 El Dorado Hills, CA Project involves grading for a new interchange, new road alignments, and existing facility improvements. Grading scope includes import borrow, rock excavation, and structure excavation for 3 bridges and 2 culverts. Additionally, project includes minor concrete, HMA paving, drainage improvements, and waterline improvements.	Aradhana Kochar, R.E. (916) 599-5673 Fax: N/A aradhana.kochar@edcgov.us	14,285,682	9/26/2016	No
579626	Apple, Inc. 20450 Stevens Creek Boulevard Cupertino, CA 95014	Laguna 2511 Phase 1 Contract No.: 15041062-001 Sacramento, CA Parking lot expansion.	LaMont Hurren (916) 997-6838 Fax: N/A lhurren@swinton.com	5,923,060	6/17/2016	No
513759	City of Santa Barbara 630 Garden Street Santa Barbara, CA 93101-1656	Cota Street Bridge Replacement Contract No.: 3589 Santa Barbara, CA Demolished existing bridge over creek and replaced with a new cast in place single span bridge with retaining walls.	Tom Contas (805) 563-0788 Fax: N/A Email: N/A	5,090,955	3/1/2016	No
487069	City of San Luis Obispo 919 Palm Street San Luis Obispo, CA 93401-3218	US 101/Los Osos Valley Road Interchange Contract No.: 05-0H7304/Q101(258)-1 San Luis Obispo, CA Construction of new highway overcrossing and creek bridge extension. Reconstruction of on and off ramps, storm drain upgrades, electrical upgrades, 1200' of new retaining wall, and pedestrian sidewalk improvements.	Kyle Rowland (805) 783-7717 (805) 781-7537 (F) krowland@slcity.org	16,179,526	7/22/2016	No
447680	County of Santa Barbara 123 East Anapamu Street Room 240 Santa Barbara, CA 93101-2079	Cathedral Oaks Road Bridge Contract No.: 862274 Santa Barbara, CA Replaced bridge with single span, 70' long, CIP box girder bridge, new concrete barriers, 200 TN of AC, and 3,000 CY of rip rap in channel.	Eric Pearson (805) 681-4990 (805) 681-4991 (F) epearso@cosbpw.net	3,111,224	3/18/2016	No



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526483	California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 371 Shoulder Construction Contract No.: 09-0M2004 Riverside County, CA Shoulder widening and surface course replacement - 5.3 miles long - 2 lane highway through town - built mostly under reversing control T.C. - Constructed variable width shoulder widening at various locations in both directions with majority roughly 4' wide - Cold planed existing HMA & overlay with gap graded RHMA - Driveway minor HMA-A "24 EA, 456 TN, 32.6 CY", safety edge "396 TN 30,000 LF" & HMA-A under dike "143 TN, 10,000 LF" - 4 drainage extensions, 1 arch culvert extension with structural PCC wing walls, 25 over side drains with rip rap - Slope grading, shoulder backing, safety shoulders, 9,000 LF infiltration strip - C&G and tree removal - Minor PCC: 3 Dwy 33 CY & vegetation control 6 EA, 5,700 SF, 53 CY - Barrier 9 locations, 175 LF	Max Quach, R.E. (951) 232-7674 Fax: N/A max.quach@dot.ca.gov	6,418,095	4/29/2016	No
547966	San Diego Regional Airport Authority PO Box 82776 San Diego, CA 92138-2776	Bus Parking Facility Contract No.: 104181 San Diego, CA Construction of approximately 20 bus parking and 52 employee parking spaces and a 3,600' square driver break building which is shared with a taxi hold/shuttle van lot. The project also included grading, dry and wet utility services installation, surface pavement improvements, landscaping and a storm drainage detention facility. The area of disturbed soil for this project was approximately 3.50 acres.	Chris George (619) 400-2227 Fax: N/A cgeorge@san.org	5,651,175	2/18/2016	No
440630	Kaiser Foundation Hospitals 5201 Ruffin Road San Diego, CA 92123	Kaiser San Diego Hospital Contract No.: 4013098-3300000 San Diego, CA Site utilities including offsite improvements to existing roadway, demolition, grading, concrete flatwork, aggregate base, HMA, storm drain, striping, and electrical.	Nick Spady (858) 300-8790 (949) 852-0218 (F) nick.spady@henselhelps.com	8,941,157	10/15/2016	No



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397214	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816	I-805 Direct Access Ramp (DAR) Contract No.: 11-2T1824 Olympic to East Naples, CA Replaced existing bridge and constructed Direct Access Ramp. Widened existing highway to accommodate 2 CIP/PT bridges (5,955 CY), 18 CIP retaining walls (15,000 CY), 13,000 CY of white paving, 11,700 TN of HMA, ~7,000 LF of drainage, 126,000 CY of roadway excavation, 19,900 LF of K-Rail, 37,500 LF of temporary fiber roll, 19,900 LF of Type K temporary railing, 30,674 LF of 1" plastic pipe, 7,155 LF of 1 1/4" plastic pipe, 2,860 LF of 1 1/2" plastic pipe, 7,238 LF of 2" plastic pipe, 4,780 LF of 3" plastic pipe, 2,320 LF of 10" corrugated high density polyethylene (HDPE) pipe conduit, 1,135 CY of structural concrete bridge footing, 4,820 CY of structural concrete bridge, 14,080 CY of structural concrete retaining wall, 1,035 CY of structural concrete sound wall, 1 million LB of bar reinforcing steel bridge, 1.5 million LBS of bar reinforcing steel retaining wall, 4,020 LF of 24" alternative pipe culvert, 340 LF of 12" slotted plastic pipe, 1,830 LF of 24" reinforced concrete pipe, 62 LF of 30" reinforced concrete pipe, 80 LF of 36" reinforced concrete pipe, 92 LF of 48" reinforced concrete pipe, 9 LF of 30" Class IV reinforced concrete pipe, 23,250 LB of bridge deck drainage system, and 34,108 LB of miscellaneous iron and steel.	Maria Deyoe (619) 661-1342 / (858) 504-0504 (M) Fax: N/A maria_deyoe@dot.ca.gov	48,399,790	12/22/2016	Yes
517870	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Glenn Highway Pavement Preservation Contract No.: 56663/56683 Palmer, AK This federally funded contract resurfaced the Glenn Highway from Mile Post 42 to Mile Post 61. The contract milled and pre-levelled and then resurfaced the travel lanes. The project also included improvements to pedestrian curb ramps, guardrail end treatments, ditches, drainage repair, and sign and striping replacement. Quantities included: 55,520 CY unclassified ex, 1,770 ATB, 34,541 TN HMA, 86,642 TN Borrow Type A, 253,825 SY pavement planing, seeding, and 234,720 LF MMA pavement markings.	Rodney Cummings (907) 632-2653 (907) 243-5092 (F) rodney.cummings@alaska.gov	9,741,705	5/27/2016	No
531252	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Seward Highway Improvements Contract No.: 0A31053/58822 Girdwood, AK Pavement rehabilitation included highway widening for a passing lane, drainage improvements, signing upgrade, striping, and guardrail. Project included clearing/grubbing, 87,230 CY unclassified ex, 8,420 TB ATB, 6,690 SY subgrade blasting, 4,450 TN HMA, 1,134 LF 36" pipe and 22 EA end sections, 6,188 LF W-Beam guardrail, 115 SF standard sign, 17,950 SY compost, seeding, and MMA pavement markings.	Alan Drake (907) 269-0665 (907) 269-0425 (F) alan.drake@alaska.gov	7,518,105	6/30/2016	No



Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

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553626	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	Old Seward Highway Pavement Preservation Contract No.: 0537(006)/56712 Anchorage, AK This project milled and resurfaced the travel lanes for a 1.8 mile segment of Old Seward Highway. The project also included improvements to pedestrian curb ramps, guardrail, guardrail end treatments, dig-outs, drainage repair, sign replacement, and replacement of striping. Includes 13,000 CY unclassified ex, 2,780 ATB, 7,700 TN HMA, 25,300 TN borrow Type A, 48,200 SY pavement planing, seeding, and MMA pavement markings.	Bob Anderson (907) 269-0452 (907) 243-5092 (F) bob.anderson@alaska.gov	4,161,353	5/22/2016	No
591823	Alaska Department of Transportation & Public Facilities PO Box 196900 Anchorage, AK 99519-6900	HSIP: CR High Friction Surface Treatment Contract No.: 0001501/Z570920000 Anchorage, AK Installed hard aggregate surface treatment to increase friction at multiple locations within central region. Project work also included signing, striping, milling, and paving.	Jake Goodell (907) 444-2977 (907) 243-5092 (F) jake.goodell@alaska.gov	6,332,134	9/14/2016	No
557652	Silver Bell Mining LLC 5285 East Williams Circle Suite 2000 Tucson, AZ 85711-7711	Silver Bell Mine Mammoth Wash Heap Leach Phase I - Part A Contract No.: 557652 Marana, AZ P1406 SBM Mammoth Wash Heap Leach Field Phase 1.A. Placing a 24" and 18" HDPE pipeline and removing and replacing 4 pumps.	Ken Herschner (602) 300-6370 Fax: N/A kherschner@erimatt.net	5,523,380	3/31/2016	No
577423	US Army Corps of Engineers Fort Worth 819 Taylor Street Room 2A17 Fort Worth, TX, 76102	San Luis Fence Replacement Contract No.: W9126G-15-C-0248 San Luis, AZ Approximately 1.33 miles of primary fence removal and replacement with primary pedestrian fence along the US/Mexico International Border.	Mark L. Juel (760) 693-2012 (928) 376-0030 (F) mark.l.juel@usace.army.mil	4,436,021	2/3/2016	No
562690	Reno Tahoe Airport Authority PO Box 12490 Reno, NV 89510-2490	Taxiway C and Connectors Reconstruction Contract No.: R14005A Reno, NV 26,000 SY portland cement concrete, 41,500 SY hot mix asphalt, demolition, grading, taxiway edge lights, taxiway signage, and drainage.	David Lazo (775) 328-6400 Fax: N/A Email: N/A	8,364,202	5/31/2016	No
565217	State of Nevada 515 East Musser Street Carson City, NV 89701-4534	Apron Tarmac Replacement Contract No.: 109604 Reno, NV Grading, drainage, concrete paving, and asphalt paving.	Dan Daily (775) 684-4141 Brian Wacker (775) 430-3426	4,477,861	4/15/2016	No

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587044	Truckee Meadows Water Authority P.O. Box 30013 Reno, Nevada 89520-3013	Lemmon Drive Main Installation Contract No.: WA-2016-011 North Valley, NV Install water main line, concrete, and asphalt paving.	Maria Dufur (775) 834-8056 Fax: N/A mdufur@tmwa.com	8,923,879	8/1/2016	No
556433	Utah Department of Transportation 166 West Southwell Street Ogden, UT 84404	Hill Field Road Interchange Contract No.: S-0232(8)0 Layton, UT UDOT is reconstructing Hill Field Road along with installing new Thru "U" turns throughout the corridor. Along with these, they are also installing a new interchange with new bridges on I-15. Project includes the HMA paving throughout the corridor.	Deryl Mayhew (385) 208-0266 Fax: N/A derylm@horrocks.com	4,125,201	8/26/2016	No
497280	Salt Lake City Corporation PO Box 145452 Salt Lake City, UT 84114-5452	Deicing Pad 16L Contract No.: 55 0110 550 Salt Lake City, UT New Deice Pad 16L with 6 aircraft deice positions, including new collection and conveyance systems for storm water and glycol runoff management with associated valves, control and monitoring systems. Included in this project was the realignment of the northern portions of Taxiways H and G to accommodate new deice pad. Alignment of the existing airport perimeter road around the new deice pad and relocated taxiways and reconfiguration of the access taxiways and pavement tie-ins to the north cargo ramps. Demolition of existing pavements, excavation, and utility relocations to accommodate the new infrastructure. New airfield lighting systems in the vicinity of the new deicing pad and relocated taxiways, including taxiway edge and centerline lights, hold bars, lighted signs, etc., and controllable deice lane lighting. New airfield lighting regulator shelter with back-up power generator to house constant current regulators associated with new deice lane lighting. Temporary deicing control booth to house deicing lanes airfield lighting control systems, and deicing valve controls and monitoring equipment. New and relocated electrical and communication services to support the new infrastructure.	Sean Nelson (801) 575-2900 Fax: N/A Email: N/A	29,234,952	11/8/2016	No
560778	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Easton Hill to Kachess River Bridge Paving Contract No.: 8768/NHPP-9999(692) Kittitas County, WA Pavement overlays.	Scott Golbek (509) 577-1810 (509) 577-1603 (F) golbeks@wsdot.wa.gov	3,838,184	8/18/2016	No

GRANITE™

Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Liens or Claims? If "Yes" give amount and explain in comments.
548225	County of Snohomish 3000 Rockefeller Avenue 5th Floor Everett, WA 98201-4046	2015 County Overlay and ADA Program Contract No.: CA02-15 Snohomish County, WA Demo/replaced 168 ADA ramps, planed 131,000 SY HMA, placed 5,500 TN various types HMA, pulverized, graded, adjusted 426 utilities, and installed loops in nine different locations.	Hamid Aslani (425) 388-3488 (425) 388-6670 (F) hamid.aslani@snoco.org	5,047,499	2/28/2016	No
554546	State of Washington Department of Transportation 7141 Cleanwater Drive SW Olympia, WA 98504-0001	SR 500 Orchards to Battle Ground Grind and Inlay Contract No.: 8775/NHPP-0503(029) Clark County, WA 24,425 TN HMA overlay, 237,733 SY bituminous planing, 6,231 SF remove and replace curb ramps, and 445 EA traffic detection loops.	Lori Figone (360) 905-2000 Fax: N/A figone@wsdot.wa.gov	4,433,825	2/9/2016	No
497240	ABB Inc. PO Box 91511 Raleigh, NC 27675-1511	Celli Converter Station Contract No.: 4501408545 The Dalles, OR Power/substation, excavation, concrete foundations, grounding grid rock, and other site work around power plant.	Michael Hughey (919) 856-2481 Fax: N/A michael.hughey@us.abb.com	14,533,443	4/1/2016	No
425676	Florida Department of Transportation 11201 North McKinley Drive Tampa, FL 33612	I-75 north of SR 52 Contract No.: E7130 Pasco County, FL The design and construction of 4.06 miles of widening and resurfacing on I-75 (SR-93). Included 1 additional mainline travel lane in each direction on I-75 and resurfacing of 2 existing travel lanes in each direction of I-75. Work items included asphalt paving, guardrail, culvert extensions, MOT, excavation, and other highway associated items.	Jack Richert, Project Engineer (813) 415-6211 (813) 907-0295 (F) Email: N/A	45,951,169	8/17/2016	No
563179	San Diego Regional Airport Authority PO Box 82776 San Diego, CA 92138-2776	Employee Parking Lot 6 Expansion Contract No.: 104185 San Diego, CA This work includes construction of a parking lot with demolition, grading, paving (hot mixed asphalt and porous asphalt concrete), marking and striping, fence, access control system, lighting, security system, drainage.	Chris George, PE (619) 400-2227 / (619) 972-2389 (M) Fax: N/A cgeorge@san.org	3,148,885	1/14/2016	No
566268	BNSF Railway 2454 Occidental Avenue South Seattle, WA 98134-1439	Phase 2 Maintenance and Warning Measures Contract No.: BF 10006193 Everett, WA 1000' long, 10' exposed height soldier pile wall with concrete panel lagging to catch slide debris from hillside to protect adjacent mainline BNSF tracks.	Megan Reagan (206) 625-6413 Fax: N/A megan.reagan@bnstf.com	3,340,156	1/12/2016	No



Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer In Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY
						Liens or Claims? If "Yes" give amount and explain in comments.
589596	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-15; I-84 to SR-134 Contract No.: F-115-8(155)344 Weber County, UT This job consisted of a 1 1/2" rotomill and SMA overlay for I-15 from mile post 340.25 to 349.86. This also included all on and off ramps and sections of 12th Street and 31st Street. Along with this work was installation of 3M tape, thermoplastic message signs and sloop bars, lowering and raising manholes and valves, and installation of 18" of pipe and two new catch basins. Added to the scope of the project was LIDAR of existing bridge decks and 3D modeling of twelve bridge approach and departures. This was used to create profile milling and paving with the newly designed elevations. Also added was the painting of all bridge decks.	Jace Mecham Phone: N/A Fax: N/A jmecham@utah.gov	10,983,709	9/21/2016	No
593212	Federal Highway Administration 12300 West Dakota Avenue, Suite 360 Lakewood, CO 80228-2587	Mojave Park Roadway Improvements Contract No.: 605254 Mojave National Park, CA Roadway realignment w/new base, Overlay, pothole patching, rip-rap installation, and low water crossing installations.	Kelly Larson - FHWA	5,431,372	8/5/2016	No
593484	State of Washington Department of Transportation PO Box 47420 Olympia, WA 98504-7420	Highway 12 Emergency Flood Contract No.: DME-066 Yakima, CA US 12 in Lewis & Yakima Counties. Repaired roadway where it was washed out, removed debris from roadway, repaired roadway surfacing, crushed surfacing top and base course, quarry spalls, HMA and cold mix.		4,099,713	6/21/2016	No
598000	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	US 40; Bridge Preservation Contract No.: F-R299(201) Jordanelle Reservoir, UT US-40 consisted of 7 different bridges near Park City and Heber City. Six of the bridges were hydro demo rehabs that were a part of Highway 40. The other bridge went over US-40 (Deerhollow Bridge) which was a pot-hole patch.	Brady Roberts Phone: N/A Fax: N/A bproberts@utah.gov	3,903,229	8/18/2016	No
611504	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	Sr 199; Dugway to SR-36 Contract No.: F-0199(6)0 Dugway, UT The project consisted of hot in-place recycled (HIR) paving through the straight-aways on both SR-199 MP 16.7-21.96 and 0-9 and SR-196 MP 0-24. The HIR subcontractor placed 1.5" of recycled asphalt while simultaneously placing another 1.5" of new HMA 1/4 that we provided from Talon Cove.	Rodney Ruby (801) 910-2560 Fax: N/A Email: N/A	8,309,736	10/1/2016	No

GRANITE

Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY Lien or Claims? If "Yes" give amount and explain in comments
612584	Coachella Valley Water District PO Box 1058 Coachella, CA 92236-1058	Coachella Canal Wasteway #3 Contract No.: SW0054 Coachella, CA 8,478 LF of channel was demolished and fully reconstructed, 350 TN of rebar were installed, 9,713 CY of concrete was poured, 4,925 CY of concrete was demolished, removed, and hauled away, and 401,427 SF of embankment was compacted and cut to finished grade.	Mario Zamora (760) 398-2661 Fax: N/A MZamora@cvwd.org	4,377,847	7/31/2016	No
619125	Kennecott Utah Copper 8362 West 10200 South Bingham Canyon, UT 84006-1197	Haul Bridge Overpass Contract No.: 3102105899 Herriman, UT Design-Build (with approval of KUC) project of a bridge large enough that normal UDOT traffic can drive underneath while the Komatsu 930 haul trucks can drive over the Mine Access Road. The Mine Access Road is crucial to KUC's business and all of the employees, vendors, and suppliers have to drive in and out of the mine on this roadway. Since that is the case, the road was required to be open 24 hours a day 7 days a week during construction.	William Slanaker, Rio Tinto Projects Growth & Innovation, RTKC (801) 204-3831 / (520) 609-2800 (M) Fax: N/A William.slanaker@riotinto.com	3,122,147	9/9/2016	No
628230	Town of Atherton 91 Ashfield Road Atherton, CA 94027-3897	Marsh Road Channel Repair Project Contract No.: 56005 Atherton, CA Replacement of roughly 1,805 FT of existing open trapezoidal channel with a new concrete U-shaped channel including conforms to existing box culverts at both the upstream and downstream ends and associated improvements such as, but not limited to, construction of temporary shoring, temporary cofferdam and bypass piping, providing traffic control, and installation of a traffic rated steel safety railing.	Thanh Dickerson P.E. Ghirardelli Associates (510) 393-8192 tdickerson@ghirardelliassoc.com	4,004,472	9/22/2016	No
628271	County of Kern Roads Department 2700 M Street Suite 400 Bakersfield, CA 93301	15023 Old River Road Contract No.: CML-5950(389)/15023 Bakersfield, CA Approximately 150,000 SY cold-in-place recycling, shoulder widening and HMA overlay from SR 166 to I-5, and from I-5 to SR 223. Approximately 11,500 TN of HMA overlay from SR 223 to SR 119. The whole length of the project was 15 miles, and a total of 41,104 TN of HMA. Project also had some 18" and 24" reinforced concrete pipe, rock slope protection, and dike and shoulder backing.	Jim Burford (661) 862-8873 Fax: N/A burforj@co.kern.ca.us	5,197,498	11/3/2016	No
628918	Utah Department of Transportation 4501 South 2700 West Salt Lake City, UT 84107-1430	I-80 Castle Rock Contract No.: FJ80-4(159)186 Salt Lake City, UT Project consisted of a thin lift mill with an SMA overlay. Expansion relief joints were demolished and replaced with HMA every ½ mile. Storm drainage reconstruction and lining. All striping and signage was replaced. Outside shouldering the length of the project was performed.	Bryan Chamberlain (801) 887-3405 Fax: N/A Email: N/A	7,800,670	11/18/2016	No
630270	State of California Department of Transportation 1727 30th Street Sacramento, CA 95816-7005	Highway 1 RHMA Overlay Contract No.: 04-3J5104 Pescadero, CA State highway improvements including 243,150 SY asphalt cold plane, 182 TN of	Fred Booshehri, RE (650) 227-7241 (650) 688-6390 (F) fred.booshehri@dot.ca.gov	3,278,161	11/16/2016	No

GRANITE™

Granite Construction Company
2016 Completed Jobs Greater Than \$3 Million

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Actual Completion Date	INTERNAL USE ONLY
						Liens or Claims? If "Yes" give amount and explain in comments
		Type-A hot mix asphalt overlay, 16,578 TN rubberized HMA overlay, 10,311 LF of HMA dike, striping, marking, and centerline rumble strip.				
633037	Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89712-0001	Lovelock Overlay Contract No.: 3636 Lovelock, NV Overlay and paving.	Thor Dyson (775) 888-7070 Fax: N/A Email: N/A	3,153,526	8/31/2016	No

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Richard A. Watts, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on December 8, 2016 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Christopher S. Miller	Executive Vice President, Chief Operating Officer & Assistant Secretary
Laurel J. Krzeminski	Executive Vice President, Chief Financial Officer & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
Michael F. Donnino	Senior Vice President & Assistant Secretary
Martin P. Matheson	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts & Secretary	Senior Vice President, General Counsel, Corporate Compliance Officer
Jigisha Desai	Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Bradley G. Graham	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President and Director, Public Private Partnerships & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth B. Olson	Assistant Treasurer & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: January 4, 2017

Richard A. Watts
Richard A. Watts



GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective July 1, 2017 through December 31, 2017, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective July 1, 2017 through December 31, 2017, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective July 1, 2017 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: July 13, 2017

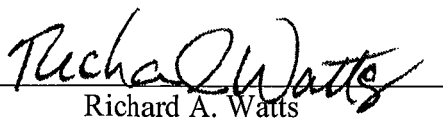

Richard A. Watts



EXHIBIT 1**AUTHORIZED SIGNERS**

**Granite Construction Company
California Group
Palmdale & Ventura Region**

AUTHORIZED SIGNERS

Richard Scott McArthur, VP Palmdale & Ventura Region
Andrew Burk, Construction Manager
Matt Beiswenger, Construction Manager
Sam Horn, Regional Controller
Brian Larinan, Chief Estimator

ATTESTORS

Andrew Burk, Construction Manager
Matt Beiswenger, Construction Manager
Randy Wagner, Project Manager
Todd Turner, Project Manager
Mark Braaten, Project Manager
Sam Horn, Regional Controller
Edwin Floyd, Project Engineer
Brian Larinan, Chief Estimator
Sarah Pearse, Estimating Assistant
Dianne Carlisle, Estimating Assistant
Lori Elrod, Office Administrator

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
California Group

AUTHORIZED SIGNERS
Jim Radich, VP Coastal Region
Michael Tatusko, VP Valley Region
Brent Fogg, VP Bakersfield & Santa Barbara Region
Richard Scott McArthur, VP Palmdale & Ventura Region
David A. Donnelly, VP South Coast Region
Brad J. Williams, VP Desert Cities Region

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280

CITY OF

OXNARD

CALIFORNIA

November 2, 2017

ADDENDUM NO. 1

**Redwood Neighborhood Street Resurfacing and Water Improvement Project
 PW 16-14**

SCHEDULED BID OPENING DATE: November 8, 2017

TO ALL BIDDERS OF RECORD:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification.

Revisions/clarifications to the Special Provisions and documents are as follows:

Questions and answers:

1. Section 1155-2 is calling for Deery 180 for the crackfiller material. Is Derry 200 acceptable instead?

Derry 200 is acceptable

2. Section 1182-2 paragraph six calls for coating of all interior surfaces of manholes that are raised to grade be coated per Plate 400. Can we clarify that only the area that is disturbed by the raising of the manholes needs to be coated and not the entire manhole.

Area disturbed by the raising of the manhole shall be coated not the entire manhole.

Addendum No. 1 Received: Date: 11/2/2017

GRANITE CONSTRUCTION COMPANY

5335 DEBBIE LANE

Contractor's Name

Address

Brian Larinan

SANTA BARBARA CA 93111

Authorized Signature

City State Zip Code

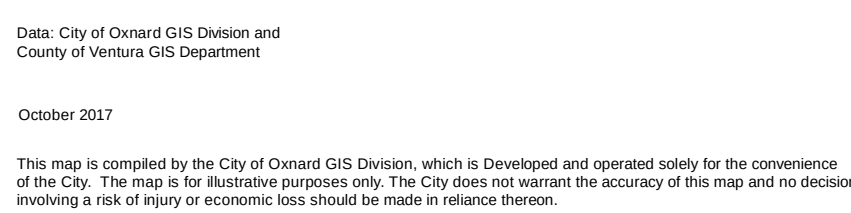
BRIAN LARINAN, CHIEF ESTIMATOR

805 964-9951

Name and Title

Telephone Number, Including Area Code





CONTRACT

CITY OF OXNARD CONTRACT FOR
REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT
PROJECT PW 16-14

THIS CONTRACT ("Contract") is made and entered this 12th day of December, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GRANITE CONSTRUCTION COMPANY ("Contractor"). Contractor's license number is 89.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Redwood Neighborhood Street Resurfacing and Water Improvement Project PW 16-14 ("Project"), as described in this Contract and in the incorporated Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of three million two hundred forty one thousand three hundred thirty nine dollars and fifty cents (\$3,241,339.50) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

(signatures continued on following page)

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

TORO ENTERPRISES, INC.

Tim Flynn, Mayor

Jigisha Desai

Title: ☐ Chairman ☐ President ☒ Vice President

ATTEST:

Kenneth B. Olson

Title: ☐ Secretary ☒ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer 11/16/17
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Thien Ng
Thien Ng, Interim Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

City requires the following for any contract: 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, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

**Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

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

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 16-14
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

Agreement A-8031

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE

DATE

(MM/DD/YY)

PRODUCER

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

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. PW 16-14

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

SUBMIT IN DUPLICATE

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")**
SUBMIT IN DUPLICATE

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

PRODUCER
POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

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:

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

2.2 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. PW 16-14

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 _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT PW 16-14.

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

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

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

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Agreement A-8031

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER IMPROVEMENT PROJECT PW 16-14.

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

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

Dollars (\$ _____), this

amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

Agreement A-8031

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

"Principal"

"Surety"

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Agreement A-8031

CITY OF OXNARD

**BID SHEETS FOR REDWOOD NEIGHBORHOOD STREET RESURFACING AND WATER
IMPROVEMENT PROJECT PW 16-14**

Bidder's Name: GRANITE CONSTRUCTION COMPANY

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (5% maximum)	1001-3	LS	1	160,000.00	160,000.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	65,010.00	65,010.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	6,500.00	6,500.00
	STREET IMPROVEMENT					
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	36,280	2.00	72,560.00
5	Unclassified Excavation	1120-4	CY	170	100.00	17,000.00
6	Class 2 Aggregate Base	1130-4	TN	120	55.00	6,600.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	320	125.00	40,000.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	110	125.00	13,750.00
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	400	110.00	44,000.00
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-4	SY	8,500	4.50	38,250.00
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	6,900	105.00	729,500.00
12	Crack Seal	1155-4	LB	1,800	3.70	6,660.00
13	Slurry Seal Type II (RAP)	1160-5	SY	39,000	1.70	66,300.00
14	Remove And Replace PCC Driveway	1174-6	SF	820	20.00	16,400.00
15	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	2,320	60.00	139,200.00
16	Remove And Replace PCC Sidewalk	1174-6	SF	3,600	14.00	50,400.00
17	Remove And Replace PCC Cross Gutter and Spandrel	1174-6	SF	1,900	25.00	47,500.00

18	Install PCC Curb Ramp, Case B Type 1	1174-6	EA	2	2,500.00	5,000.00
19	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	38	2,400.00	91,200.00
20	Install 24-Inch Root Barrier	1174-6	LF	800	15.00	12,000.00
21	Grind PCC Sidewalk	1174-6	SF	200	16.00	3,200.00
22	Adjust Manhole Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
23	Adjust Water Valve Cover To Finished Grade	1185-3	EA	8	650.00	5,200.00
24	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	10	700.00	7,000.00
25	Install "STOP" Pavement Marking (T)	1515-4	EA	22	120.00	2,640.00
26	Install "SLOW" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
27	Install "SCHOOL" Pavement Marking (T)	1515-4	EA	2	150.00	300.00
28	Install "XING" Pavement Marking (T)	1515-4	EA	2	120.00	240.00
29	Install 24" Yellow Crosswalk - Ladder Type (T)	1515-4	EA	440	6.00	2,640.00
30	Install 12" Solid White (T)	1515-4	LF	440	3.00	1,320.00
31	Install 12" Solid Yellow (T)	1515-4	LF	330	3.00	990.00
32	Install Detail 22 (T)	1515-4	LF	220	2.00	440.00
33	Paint Curb Red	1515-4	LF	200	2.00	400.00
34	Install Blue RPM	1515-4	EA	85	8.00	520.00
35	Install Traffic Inductive Loop Detectors	1520-3	EA	5	700.00	3,500.00
36	Remove And Replace Street Name Sign	1530-4	EA	90	175.00	15,750.00
37	Remove And Replace Sign Post	1530-4	EA	47	100.00	4,700.00
38	Remove and Replace School Crosswalk Warning Sign SW24-2(CA) and Post	1530-4	EA	4	250.00	1,000.00
39	Remove and Replace Slow School Xing Warning Sign SW24-3(CA) and Post	1530-4	EA	2	250.00	500.00
40	Re-Install Traffic Sign	1530-4	EA	20	100.00	2,000.00
WATER IMPROVEMENT						
41	Install 8" PVC Class 200	1407-3	LF	11,800	78.00	920,400.00
42	Abandon Exist ACP In-Place	1408	LF	11,670	3.85	44,929.50

43	Install 8" R.S. Gate Valve	1409-5	EA	36	2,050.00	73,800.00
44	Remove And Replace Fire Hydrant	1410-3	EA	6	7,500.00	45,000.00
45	Reconnect Fire Hydrant	1410-3	EA	10	3,500.00	35,000.00
46	Water Services Replaced Up To 2 Inches	1411-3	EA	267	1,300.00	344,100.00
47	Install 4" Blow-Off Assembly	1414-2	EA	4	6,000.00	24,000.00
48	Install 2" Air-Vacuum Assembly	1414-2	EA	4	5,200.00	20,800.00
49	Dewatering	1901-3	LS	1	3,500.00	3,500.00
50	Trench Safety, adequate sheeting, shoring and bracing or an equivalent method for the protection of life and limb.	1902-3	LS	1	30,000.00	30,000.00
BASE AMOUNT TOTAL					\$ 3,232,739.50	

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
51	Temporary Water Services Replaced Up To 2 Inches	1412-3	EA	60	85.00	5,100.00
TOTAL ADDITIVE ITEM 1:						\$ 5,100.00

ADDITIVE ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
52	Trench Stabilization	1903-4	TN	100	35.00	3,500.00
TOTAL ADDITIVE ITEM 2:						\$ 3,500.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ 3,241,339.50

TOTAL BID PRICE IN WORDS: three million two hundred forty one thousand three hundred thirty nine and fifty cents.

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and Additive Items.

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>11/2/2017</u>	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

Bidder's Name (Company): GRANITE CONSTRUCTION COMPANY

Signature: [Signature]

Title: VICE PRESIDENT

Print: JIGISHA DESAI

Date: NOVEMBER 8, 2017



10/10/2020

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: December 5, 2017
Phone: 805-432-3575

Reason for Appropriation:

Funds Redwood Neighborhood Street Resurfacing and Water Improvement project (183103), i.e. contract with Granite Construction Company, contingency funds, and staff engineering and project management services.

Accounts and Descriptions

AMOUNT

Fund: 2014 Lease Revenue Bond Fund (314)

Expenditures/Transfers Out

Redwood St Resurf and Water Prj (183103)

314-3015-826.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	1,700,000
314-3015-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	160,000
	Sub-total Expenditures	1,860,000

Net Change to Fund Balance (1,860,000)

Fund: Water Operating Fund (601)

Expenditures/Transfers Out

Redwood St Resurf and Water Prj (183103)

601-6551-826.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	1,560,000
601-6551-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	150,000
	Sub-total Expenditures	1,710,000

Net Change to Fund Balance (1,710,000)

Net Appropriation Change 3,570,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

(This page is intentionally blank.)



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 6

DATE: December 5, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Carollo Agreement A-8032 for Public Works Engineering (5/10/10)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That the City Council awards and authorizes the Mayor to execute Agreement No. A-8032 for Public Works Engineering with Carollo Engineers, Inc. for engineering, regulatory and financial support for \$831,600.

BACKGROUND

The City of Oxnard previously contracted with Carollo Engineers, Inc. (Carollo) for recycled water retrofits, development of the public works integrated master plan (PWIMP) and other technical, regulatory and financial assistance through three (3) separate agreements. These agreements are all expiring. This new proposed agreement will combine certain carryover tasks from the old agreements and newly identified tasks into a single master agreement.

The new scope of work includes the following:

Task 1 – Water and Environmental Resources Rate Study Financial Support Services

This task includes efforts related to the continuation and completion of the fees and utility rates analysis and the utilities rates and charges model. It also includes new efforts such as developing a recycled water financial business plan, Water Division five-year rate plan, and Environmental Resources (ER) Division five-year rate plan.

Task 2 – Regulatory/Permitting Support Services

There are three (3) main areas of support contained in this task: 1) finalizing the Report of Waste Discharge (ROWD); 2) finalizing the Local Limits Evaluation; and 3) providing overall permit support.

Task 3 – Master Planning Support Services

This task includes development of the programmatic environmental impact report (EIR) for the PWIMP, and once the EIR is approved, finalizing the PWIMP.

Task 4 – General Utilities (Wastewater, Water, Recycled Water, and Stormwater) Support Services

This task provides support as needed for preparation, review, and development of planning documents, schedules, milestones, etc. for water, wastewater, recycled water and stormwater related projects.

The total agreement amount for all carryover and new tasks is \$831,600. A cost breakdown for the engineering, regulatory, and financial support services is provided in Exhibit D of the agreement. Carollo anticipates that approximately \$624,000 of the contract total will be expended during fiscal year 2017-18, with the balance projected to be spent in fiscal year 2018-19.

There are sufficient funds budgeted for the water, wastewater, and environmental resources tasks. A budget adjustment is required to fund the recycled water and stormwater tasks.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Carollo Agreement A-8032 for Public Works Engineering (5/10/10)
December 5, 2017
Page 3

Objective 3b. Set rates and fees to fully recover cost.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

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

The estimated cost of service for fiscal year 2017-2018 is \$624,000. There is sufficient funding budgeted in Water, Wastewater, ER, and Stormwater budgets for corresponding tasks included in this proposed agreement.

ATTACHMENTS:

Attachment A: Carollo A-8032

Agreement No. A-8032

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of December, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein (the "Services"). Should there be any conflict between this Agreement and any exhibit, the Agreement shall govern.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

Agreement No. A-8032

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine. City shall arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform the Services.

7. Correction of Errors

Consultant agrees to 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.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Tracy Clinton as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant'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, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

12. Term of Agreement

This Agreement shall begin on December 5, 2017, and expire on June 30, 2019.

Agreement No. A-8032

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$831,600 for the Services at rates provided in the Rate Schedule in Exhibit C, and the Estimated Cost Schedule in Exhibit D, both of which are attached hereto and incorporated by this reference in full herein. Should there be any conflict between Exhibits C and D, Exhibit C shall govern.

b. The acceptance by Consultant of the final payment made under 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.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants 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, its employees, subcontractors, agents and subconsultants.

d. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant's agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

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

Agreement No. A-8032

f. 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.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. 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 appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, specifications, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

Agreement No. A-8032

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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 Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

d. Documents and materials prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City. Any reuse of completed documents or materials, or any use of partially completed documents or materials, without written verification or concurrence by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to 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.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees;

Agreement No. A-8032

court costs; and costs of alternative dispute resolution (the "Claims"). If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. When the Claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subcontractors, Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party when the Claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

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

Agreement No. A-8032

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. 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 18704 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.

26. Assignability of Agreement

Consultant agrees that 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. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Agreement No. A-8032

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant 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 antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant 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. Consultant 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. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that 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 not be 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.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

Agreement No. A-8032

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant 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.

36. 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 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.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding 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.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and

Agreement No. A-8032

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.

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Carollo Engineers, Inc., 2700 Ygnacio Valley Rd. Ste 300, Walnut Creek, CA 94597, Attention: Tracy Clinton, Associate Vice President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, California 93030, Attention: Thien Ng, Project Manager.

41. Amendment

City and Consultant agree that 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 upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that 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.

43. Third Parties

The Services are intended solely for the benefit of the City. No entity other than the City, and no person other than City employees and agents, shall be entitled to rely on Consultant's performance of the Services.

[Signatures on next page]

Agreement No. A-8032

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

CITY OF OXNARD

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

Date

CONSULTANT

Kenneth A. Wilkins
Senior Vice President

Date

Tracy A. Clinton
Associate Vice President

Date

ATTEST:

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

Date

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer, City Attorney
(required for any agreement amount)

Date

APPROVED AS TO CONTENT:

Thien Ng
Thien Ng
Interim Public Works Director
(required for any agreement amount)

Date

Ruth Osuna, Assistant City Manager

Date

APPROVED AS TO AMOUNT:

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

Date

APPROVED AS TO INSURANCE:

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

Date

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; 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.

PLEASE DO NOT
REMOVE THIS BOX

Agreement No. A-8032

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Task 0 – Project Management

Provide oversight and management of the development of work products and all deliverables. Provide regular updates to the City on project budget and status, coordinate and participate on phone calls and emails. Manage the subconsultants and their scopes, budgets, schedules.

Task 1 – Financial Support Services

This task includes continuation of some efforts such as the Fees and Utility Rates Analysis and Utilities Rates and Charges Model. It also includes some new efforts such as developing a recycled water financial business plan, Water Division rates updates five-year plan, and Environmental Resources Division updates five-year plan.

1.1 Fees and Utility Rates Analysis - Continue and complete the update of water and wastewater development fees.

The fees will be designed to equitably recover the costs to provide capacity to serve new developments and will adhere to California Government Code § 66000. The calculations will incorporate work previously completed on the water and wastewater cost of service analyses, the updated capital improvement plans (CIPs), and previous work completed related to the development fees.

1.2 Utilities Rates and Charges Model - Carollo developed the rates and charges model that was used for the Wastewater and Water Cost of Services Studies (Carollo 2017). The model was designed to incorporate the input from the CIP financial analyses and estimated operations & maintenance (O&M) costs from the Public Works Integrated Master Plan (PWIMP). This effort includes supporting the City as needed with updates to the model, developing and running various model runs, and meetings with the City staff, management, and Council regarding the model runs and outcomes, as well as performing additional financial analyses as directed by the City.

1.3 Recycled Water Financial Business Plan - Develop a financial business plan for the recycled water system.

This effort will include:

- Review and consideration of the existing recycled water agreement(s).
- Develop business plan model to test various recycled water program scenarios and assess their impacts on the water utility.
- Attend meetings with the City staff, management, and Council.
- Attend meetings with the stakeholders such as United Water, Port Hueneme, etc as requested.
- Develop a draft and final tech memo of the analysis, findings, and outcomes.

1.4 Water Rates Update (five-year plan) -

Work closely with City staff to update the water cost of service analysis to develop a five-year rate plan. It is anticipated that several scenarios with varying levels of O&M and capital expenditures will be reviewed.

Consultant envisions completing the following tasks to update the cost of service study:

- Develop rate increase scenarios for various O&M and CIP options as defined by the City
- Analyze updated billing data for City and Other users to determine current usage and characteristics

Agreement No. A-8032

- Develop projection of water usage by customer type and consumption tier (where applicable) to be incorporated into the analysis
- Incorporate results of the Recycled Water Financial Business Plan into the water rate analysis
- Incorporate selected scenario into cost of service and rate design analyses
- Provide updated proposed rates for:
 - In-City potable water customers;
 - In-City recycled water customers;
 - Oceanview domestic and irrigation customers; and
 - Potable contract customers.

Water cost of service report update for five-year rate plan - Provide an updated water cost of service study based on the selected scenario to support a five-year rate plan.

- Update and provide a draft water cost of service study report based on the selected scenario.
- Provide final water cost of service study report after City review.

Water Utility Rate Advisory Panel (URAP) support for five-year rate plan - Attend and assist in preparation for the URAP meetings that the City will conduct. Up to four (4) URAP meetings are assumed. As directed by City staff, Consultant will:

- Prepare presentation materials such as PowerPoint presentations, handouts, graphics, etc.
- Present materials related to the rate study process and results.
- Field questions from URAP participants in person.
- Provide written responses to questions or comments provided in person or by other means.

Utilities Task Force (UTF) and Council meetings - Attend and present at up to three (3) public meetings. It is anticipated that the meetings will include one (1) UTF meeting and two (2) City Council meetings.

- Prepare materials for City staff and City Council meetings as directed by City staff.
- Attend review meetings and workshops with City staff as requested by City staff.
- Attend limited City Council meetings as requested by City staff.

1.5 Environmental Resources Rates Update (five-year plan) - Work closely with City staff to update the Environmental Resources Division's cost of service analysis to develop a five-year rate plan. It is anticipated that several scenarios with varying levels of O&M and CIP expenditures will be reviewed. Consultant envisions completing the following tasks to update the cost of service study:

- Develop rate increase scenarios for various O&M and CIP options as defined by the City.
- Analyze updated billing data for City and Other users to determine current usage of refuse, recycling and green waste services by customer class and type.
- Incorporate selected scenario into cost of service and rate design analyses
- Address specific rate structure issues such as charges for extra containers as directed by the City.
- Provide updated proposed rates for the City's Environmental Resources customers.

Environmental Resources cost of service report for five-year rate plan - Consultant will provide an updated Environmental Resources cost of service study report based on the selected scenario to support a five-year rate plan.

- Update and provide a draft cost of service study report based on the selected scenario.
- Provide final Environmental Resources cost of service study report after City review.

UTF and Council meetings - water model updates for five-year rate plan.

Consultant will attend and present at up to three (3) public meetings. It is anticipated that the meetings will include one (1) UTF meeting and two (2) City Council meetings.

Agreement No. A-8032

- Prepare materials for City staff and City Council meetings as directed by City staff.
- Attend review meetings and workshops with City staff as requested by City staff.
- Attend limited City Council meetings as requested by City staff.

Task 2 – Regulatory/Permitting Support Services

This task consists of three (3) main areas for support – finalizing the Report of Waste Discharge (ROWD), finalizing the Local Limits Evaluation, and providing overall permit support. These items are further defined below.

Report of Waste Discharge - A draft ROWD was developed and submitted to the Los Angeles Regional Water Quality Control Board (RWQCB) for its review and consideration. This task effort would be to work with the City and the RWQCB to finalize the ROWD as needed. This effort could include items that include but are not limited to:

- Meetings with the City and/or RWQCB – by phone or in person, as needed
- Additional efforts as requested by the City to develop the final ROWD
- Developing the final ROWD report to meet the City and RWQCB needs

Local Limits Evaluation - Two draft reports have been prepared and submitted to the City (September 2015 and June 2017). Additional meetings and discussions were needed following submittal of the first draft, and substantial modifications were made to produce the second draft report. The final report will be submitted to the RWQCB after the report and the public notification process are completed.

The purpose of this task is to complete the final draft and final reports and to assist the City with roll-out of the final local limits and adoption by City Council, following RWQCB review. This task includes work efforts as follows:

- Completion of Final Draft Local Limits Evaluation
- Assisting the City with development of presentation materials for the UTF
- Development of a pretreatment program cost recovery policy covering standard discharge fees/surcharges, and monetary penalties for discharge violations.
- Preparation of the Final Draft Local Limits Evaluation (estimated in mid-2018) to address RWQCB comments on its review of the Final Draft report. This task includes providing a letter to the RWQCB with written responses to its comments. Since the extent of the comments is unknown, the level of effort needed to finalize the local limits report cannot be confirmed at this time.
- Presentation of the local limits to industrial dischargers. One meeting is assumed
- Presentation of the local limits to City Council at the start of the 30-day public hearing. One presentation is assumed.
- Revision of the Sewer Use Ordinance (SUO) to incorporate the new local limits and narrative limits. Includes one meeting with the City and its legal counsel to review and discuss red-lined changes to the SUO.
- Additional assistance as requested by the City during the roll-out of the local limits program through submittal of the City's formal submittal of the revised SUO to the RWQCB.

Overall Utilities Permits Support - Support the City as needed with its water, wastewater, recycled water, and stormwater permits and renewals. This could include: meetings/discussions with the regulators, review of existing documents and conditions, developing permit revisions for letters to the regulators, and more activities as requested by City staff relating to utilities permits.

Agreement No. A-8032

Task 3 – Master Planning Support Services

This task includes development of the programmatic environmental impact report (EIR) for the integrated master plans, and once approved environmentally, finalizing the integrated master plans.

Programmatic EIR for the PWIMP - In December 2015, Carollo delivered the Final Draft PWIMP, including water, wastewater, recycled water, stormwater, and streets. A part of the Integrated Plan contract was to also develop the associated rates and fees and the CIP. The PWIMP was updated and re-published as a Revised Final Draft September 2017 version to incorporate the approved projects from the Water and Wastewater Cost of Service Studies (Carollo, 2017).

Council received and filed the Final Draft PWIMP on October 3, 2017, without taking any formal action and authorized staff to move forward with the environmental documentation.

The environmental activities completed under the PWIMP Phase 1 included:

- Preparing the draft project description and alternatives (based on the 2015/16 PWIMP),
- Preparing the public notice of preparation (NOP) and notice of intent (NOI),
- Conducting two public scoping meetings – held in 2016, and
- Conducting City consultation.

The main intent of this effort is to continue the environmental process to develop a programmatic EIR. The environmental process and documentation will be developed by our subconsultant SMB Environmental (SMB). SMB's role will be to prepare a programmatic EIR pursuant to CEQA-Plus requirements for the implementation of the City's proposed CIP. In addition, the City may be interested in applying for grants and/or loans under the State Revolving Funds Loan Program (SRF) and any upcoming water bond grants. The SRF is administered by the State Water Resources Control Board (State Board) on behalf of the U.S. Environmental Protection Agency (USEPA) for ensuring that the project adheres to federal environmental regulations, including the Endangered Species Act, the National Historic Preservation Act (NHPA) and the General Conformity Rule for the Clean Air Act (CAA), among others. The USEPA has chosen to use the CEQA as the compliance base for California's SRF, in addition to compliance with ESA, NHPA, and CAA. Collectively, the State Board calls these requirements CEQA-Plus. Additional federal regulations may also apply.

This Phase 2 effort is for development and filing of the complete PWIMP's programmatic EIR. Specific tasks include:

- Update project description based on September 2017 revised final draft documents – including description of all of the individual project(s) within the PWIMP that articulates the PWIMP's goals and objectives, the geographic location and footprint for all the physical improvements associated with the proposed project(s), and a comprehensive description of the proposed project's technical, operational, economic, engineering, and construction features/details as well as two alternatives, including the no project/action alternative.
- Prepare administrative draft CEQA-Plus programmatic EIR, including a discussion of potential environmental impacts associated with implementation of the proposed PWIMP program using criteria outlined in CEQA-Plus guidelines for the following environmental resources topics:
 - Aesthetics/visual
 - Air quality and climate change
 - Biological resources
 - Cultural resources
 - Geology/soils
 - Hazards and hazardous wastes

Agreement No. A-8032

- Hydrology/water quality/groundwater
- Land use/agriculture
- Noise and vibration
- Public health and safety
- Public services/utilities
- Recreation
- Transportation/traffic
- Growth/cumulative impacts
- Prepare biological assessment – as required for CEQA-Plus
- Prepare Section 106 cultural resources report – as required for CEQA-Plus
- Prepare Clean Air Act conformity report - as required for CEQA-Plus
- Prepare public draft CEQA-Plus programmatic EIR - As part of this effort, SMB will prepare the necessary notice of completion (NOC) and notice of availability (NOA) documents and assist the City in distributing the public draft CEQA-Plus programmatic EIR to the public. This version of the document will be distributed for a 45-day public review period. During the 45-day public review period, SMB will conduct a public meeting to receive public comments on the public draft CEQA-Plus programmatic EIR.
- Prepare responses to EIR comments – After the 45-day review period, SMB will compile the comments received and prepare appropriate responses.
- Prepare final CEQA-Plus programmatic EIR, findings, mitigation monitoring and reporting plan (MMRP)
- Agency meetings and coordination as needed – including City, agencies that provided comments during the NOP process, and the State Board to review the proposed approach and obtain their feedback regarding studies required to obtain funding under the SRF.

Carollo will support SMB with needed review of information, graphics development, meetings attendance/input, and support as needed.

Finalize Integrated Master Plans – Once the plans are environmentally approved and a final programmatic EIR is developed, the PWIMP can then be finalized. Finalizing the master plans would include updating the executive summary and the summary report as needed. The project memorandums would remain as originally developed so the City has an accurate record of what was developed and analyzed at the time of the original planning project.

Task 4 - General Utilities (Wastewater, Water, Recycled Water, and Stormwater) Support Services

4.1 Recycled Water/Distribution System - Provide support as requested by the City for preparation, review, and/or development of recycled water planning documents, schedules, milestones, etc. Planning support will be provided including, but not limited to the following:

- Engineering reports required by the California Division of Drinking Water (DDW) for reuse irrigation sites,
- Indirect potable reuse engineering report for RWQCB and DDW for aquifer storage and recovery (ASR) sites, and
- Review and oversight quality assurance/quality control of suggested implementation of the ASR/ indirect potable reuse (IPR) system
- Program management schedule review and development
- Recycled water hydraulic modeling support

4.2 Wastewater/Collection System - Provide support as requested by the City for preparation, review, and/or development of wastewater planning documents, schedules, milestones, etc. Planning support will be provided including but not limited to the following:

- Wastewater treatment and/or collection review and oversight QA/QC of suggested implementation projects

Agreement No. A-8032

- Wastewater hydraulic modeling support

4.3 Water/Distribution System - Provide support as requested by the City for preparation, review, and/or development of water planning documents, schedules, milestones, etc. Planning support will be provided including but not limited to the following:

- Water treatment, operations and/or distribution system review and oversight QA/QC of suggested implementation projects
- Water hydraulic modeling support

4.4 Stormwater System - Provide support as requested by the City for preparation, review, and/or development of stormwater planning documents, schedules, milestones, etc. Items have not been identified as of yet, so this would help support the City with questions on the stormwater model and also identifying the issues needing support.

Agreement No. A-8032

EXHIBIT B

SCHEDULE OF SERVICES

Task No.	Subtask No.	Task Description	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
		NOTICE TO PROCEED	•													
0		Project Management														
1		Financial Support Services														
	1.1	Fees and Utilities Rates Analysis														
	1.2	Utilities Rates and Charges Model						(As needed, when requested)								
	1.3	Recycled Water Financial Business Plan														
	1.4	Water Rates Update (5-Year Plan)														
	1.5	ER rates Update (5-Year Plan)														
2		Regulatory/Permitting Support Services														
		Report of Waste Discharge														
		Local Limits Evaluation														
		Existing Permits Support						(As needed, when requested)								
3		Master Planning Support Services														
		Programmatic EIR for the Integrated Master Plans										D		F		
		Finalize Integrated Master Plans														F
4		General Utilities (WW/Wtr/RW/SW) Support Services														
	4.1	Recycled Water/Distribution						(As needed, when requested)								
	4.2	Wastewater/Collection System						(As needed, when requested)								
	4.3	Water/Distribution System						(As needed, when requested)								
	4.4	Stormwater System						(As needed, when requested)								
		Milestone, Meeting, or Deliverable:	•													

The City's Project Manager and Tracy Clinton collectively may amend this schedule in writing.

EXHIBIT C

Agreement No. A-8032

RATE SCHEDULE

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$155.00
Professional	\$190.00
Project Professional	\$225.00
Lead Project Professional	\$245.00
Senior Professional	\$265.00
Technicians	
Technicians	\$125.00
Senior Technician	\$145.00
Support Staff	
Document Processing / Clerical	\$95.00
Subconsultants	Cost +5%

The prices listed above shall be effective through the term of this Agreement. If Carollo Engineers, Inc. wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City's Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.

EXHIBIT D

ESTIMATED COST SCHEDULE

CITY OF OXNARD

Engineering, Regulatory, and Financial Support Services

Date: Updated November 16, 2017

Task No.	Subtask No.	Task Description	Anticipated Task Cost
0		Project Management	\$44,000
		TASK 0 SUBTOTAL	\$44,000
1		Financial Support Services	
	1.1	Fees and Utility Rates Analysis (Connection Fees)	\$31,500
	1.2	Utilities Rates and Charges Model (Ongoing Support)	\$34,500
	1.3	Recycled Water Business Plan	\$31,800
	1.4	Water Rates Update (5-Year Plan)	\$61,500
	1.5	Environmental Resources Rates Update (5-Year Plan)	\$43,500
		TASK 1 SUBTOTAL	\$202,800
2		Regulatory/Permitting Support Services	\$142,400
		TASK 2 SUBTOTAL	\$142,400
3		Master Planning Support Services	\$400,000
		TASK 3 SUBTOTAL	\$400,000
4		General Utilities (WW, Wtr, RW and SW) Support Services	
	4.1	Recycled Water/Distribution System	\$21,200
	4.2	Wastewater/Collection System	\$6,360
	4.3	Water/Distribution System	\$10,600
	4.4	Stormwater System	\$4,240
		TASK 4 SUBTOTAL	\$42,400
		CONTRACT TOTAL	\$831,600
		* Subconsultant Budget includes 5% sub mark-up	

Costs for individual tasks are estimated. Unused funds for a particular task may be utilized for alternate tasks.

**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.

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. A-8032
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.

Agreement No. A-8032

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/ \$500,000 & listed sub-consultant

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

CERTIFICATE HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No. A-8032****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. 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		AUTHORIZED REPRESENTATIVE	
CITY OF OXNARD Attn: Insurance Compliance Reference No. A-8032 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 _____	