

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
May 9, 2017
Regular Meeting - 6:00 PM
Appointment Item - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. APPOINTMENT ITEMS

Information Technology Department

1. SUBJECT: One-Year Anniversary of Oxnard 311 App. (15/20/10)

RECOMMENDATION: That City Council receive an update on the progress made with the Oxnard 311 App.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

C. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to the Santa Clara High School Boys Soccer Team for Winning the CIF Southern Section and Runner-Up for the State Regional Division 5.
2. SUBJECT: Presentation of a Proclamation Designating the Week of May 7-13, 2017 as "Public Service Recognition Week."

E. 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

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.

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.

F. 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.

G. 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.

H. 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.

I. 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.

J. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the May 2, 2017 Regular Meeting.

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

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

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. Cascade Fire Equipment for the purchase of 107 wildland fire coats (\$27,771).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Public Works Department

3. SUBJECT: Contract (A-7965) for Performing Arts Center HVAC Replacement Project GS 17-13

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a contract with KFY United Mechanical Contractors, Inc. d.b.a. United Mechanical in the amount of \$245,000.00 for the Performing Arts Center HVAC Replacement Project GS 17-13.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

4. SUBJECT: Solicit Bids for Advanced Metering Infrastructure (AMI) System PW 17-32

RECOMMENDATION: That City Council authorize staff to solicit bids for the planning, design, construction and commissioning of an advance metering infrastructure (AMI) system PW 17-32.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

K. REPORTS

Cultural and Community Service Department

1. SUBJECT: Development of New Senior Center (10/20/10)

RECOMMENDATION: 1) That the City Council designate 2500 West 5th Street as the site for a new senior center.

2) That the City Council approve a budget adjustment in the amount of \$25,000 from the Community Park Improvements Measure O funds (104-5770-826-86.05) to the New Senior Center Measure O account (104-5503-805-8209).

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

2. SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds from the State After School Educational and Safety Grant to Operate the Oxnard Scholars After School Program FY 2017-2018 (10/30/10)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-7959) for the City to receive an amount not to exceed \$2,305,000. Primary Services shall not exceed Two Million Dollars (\$2,000,000) and "Additional Services" for summer school not to exceed One Hundred Five Thousand (\$105,000), and Intercession not to exceed Two Hundred Thousand (\$200,000).

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

Public Works Department

3. SUBJECT: Change Order No. 1, Task Order No. 54, Task Order No. 55, Task Order No. 56, and Task Order No. 63 to Contract No. A-7721 with Sam Hill and Sons, Inc. for Project Specification No. 14-12 – Non-Scheduled Repairs of Wastewater and Storm Drain Systems (10/15/10)

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute Change Order No. 1 to Contract A-7721 with Sam Hill & Sons, Inc. in the amount of \$1,500,000 and to extend the Contract expiration date from October 21, 2017, to October 20, 2019, for Project Specification No. 14-12 Non-Scheduled Repairs of Wastewater and Storm Drain Systems;
2. Approve and authorize the City Manager to execute Task Order No. 54, Task Order No. 55, Task Order No. 56 and Task Order No. 63 to Contract No. A-7721; and
3. Approve a Budget Appropriation in the amount of \$1,500,000.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

4. SUBJECT: Agreement A-7955 for On-Call Sidewalk, Curb and Gutter Services (5/10/10)

RECOMMENDATION: That City Council approve an Agreement with BPR, Inc. (A-7955) in the amount of \$500,000 for on-call sidewalk, curb and gutter repair and authorize the Mayor to execute the contract upon receipt of final documents.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

L. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

M. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: May 9, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: One-Year Anniversary of Oxnard 311 App. (15/20/10)

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

RECOMMENDATION:

That City Council receive an update on the progress made with the Oxnard 311 App.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: May 9, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

A handwritten signature in dark ink, appearing to read "Michelle Ascencion", written in a cursive style.

SUBJECT: Minutes of the May 2, 2017 Regular Meeting.

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 items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 05.02.17 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 May 2, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:04 p.m., the regular meeting of the Oxnard City Council was called to order by Mayor Flynn in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Ramirez, and Mayor Tim Flynn were present. The City Clerk stated that the agenda was posted April 27, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Darwin Base, Fire Chief; Keith Brooks, IT Director; Arturo Casillas, Housing Director; Ingrid Hardy, Cultural and Community Services Director; Kymberly Horner, Economic Development Director; Steve Janice, Human Resources Director; Phillip Molina, City Treasurer; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Scott Whitney, Chief of Police; Jason Benites, Assistant Chief of Police; Eric Hummel, Sustainability Coordinator; George Iafrete, Computer Network Engineer III; Thien Ng, Wastewater Division Manager; Chelsea Reynolds, Performing Arts Center Manager; Eric Sonstegard, Assistant Chief of Police; and Michelle Ascencion, City Clerk.

B. APPOINTMENT ITEMS

1. SUBJECT: Status Update of the City Council Strategic Priorities Two-Year Business Plans for FY 16/17 and 17/18.
RECOMMENDATION: That City Council receive an update on the four FY 16/17 and FY 17/18 strategic business plans: (A) Quality of Life, (B) Organizational Effectiveness, (C) Economic Development, and (D) Infrastructure and Natural Resources, and provide feedback and direction.

Assistant City Manager Nava, Assistant Chief of Police Sonstegard, Chief Financial Officer, Human Resources Director, Economic Development Director, and Public Works Director gave a presentation. Public comments were received from Larry Stein. Discussion ensued among the Council and staff.

C. OPENING CEREMONIES

The flag salute, led by Council Member Madrigal, was followed by a moment of silence in memory of Hank Lacayo and victims of recent violence.

Additional staff members present at this time were Ralph Alamillo, Interim Parks Manager; Roger Brooks, Interim Code Compliance Manager; Debbie Estrada, Senior Nutrition Coordinator; Ashley Golden, Development Services Director; Art Gutierrez, Facilities Maintenance Supervisor; Karl Lawson, Housing Compliance Services Manager; Acel Troutman, Code Compliance Inspector I; Leo Ovalle, Parks Maintenance Supervisor; and Renee Rakestraw, Recreation/Human Services Coordinator.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating May 11, 2017 as “Arbor Day.”

Mayor Flynn read the proclamation and presented it to the Public Works Director, Facilities Maintenance Supervisor, and Parks Maintenance Supervisor, who each made some brief comments about Arbor Day.

2. SUBJECT: Presentation of a Commendation to the “Santos Laguna SC White” Soccer Team for Winning the State Cup.

Mayor Flynn made some remarks and the Council Members presented certificates of commendation to the Santos Laguna SC White players and coaching staff.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Larry Stein (budget process), Woodrow Thomas Sr. (status of claim, drugs in community), Andrea Anderson (identity theft problem), Jackie Tedeschi (concerns near her neighborhood), Peggy Rivera (homelessness), Celeste Gamino (Southwinds Park lighting), Pat Brown (development at former drive-in theater site), Al Velasquez (proposed water rate protest), and Diane Delaney (proposed development at Channel Islands Harbor).

F. REPORT OF CITY MANAGER

The City Manager announced that there will be a presentation on the Oxnard 3-1-1 app at the next City Council meeting, and the Chief of Police gave a brief report on violence prevention efforts.

G. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending a recent Downtown meeting and a Dia de los Ninos event at Cesar Chavez School.

Mayor Pro Tem Ramirez commented on the Library’s anniversary celebration, the Police Department’s recent arrests of two homicide suspects, homelessness/rent control, an upcoming Future Leaders of America event, and an upcoming Community Relations Commission meeting to discuss a “safe city” resolution.

Councilman MacDonald reported on the recent Oxnard Convention and Visitors Bureau strategic summit to increase tourism, the Library celebration, and the National Latino Peace Officers Association scholarship banquet.

Councilmember Perello commented on the need for dashboards for decision making, new technology for Powerpoint presentations, the recent Southbank Neighborhood Council meeting, the recent homicide suspects’ arrest, housing prices, and short-term rentals.

Mayor Flynn commented on the Library celebration, after school programs at the elementary schools, and the need for a Community Safety City Council committee.

H. REVIEW OF INFORMATION/CONSENT AGENDA (None)

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Dan Pinedo.

J. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the April 24, 2017 Special Meeting and the April 25, 2017 Regular 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 agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list:
 - A. Brodersen Associates for on-call landscape architectural review, plan check and inspection services (\$50,000).
 - B. C.S. Legacy Construction, Inc. for installation of 3 new light poles and 18 LED light fixtures (\$33,171).

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the Information/Consent Agenda as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

(Mayor Flynn announced that Item L.1 would be heard next.)

L. REPORTSDevelopment Services Department

1. SUBJECT: Safe Homes, Safe Families.
RECOMMENDATION: That City Council receive a presentation and provide direction on elements of a Safe Homes, Safe Families Program, which encourages the availability of safe and healthy living environments for Oxnard residents.

The Development Services Director gave a report.

Public comments were received from Larry Stein, Celeste Gamino, Aaron Greer, Len Shulman, Dan Pinedo, Alice Madrid, Pat Brown, Joe Avelar, Jackie Tedeschi, Christina Mottar, Vanessa Hernandez, Lorri Barry, Omar Hernandez, Peggy Rivera, Edward Castillo, Al Velasquez, Steve Nash, Ramon Lopez, Barbara Macri-Ortiz, Woodrow Thomas Sr., Nancy Rahn, Julie Pena, Jack Villa, and Francine Castanon.

Discussion ensued among Council and staff. No action was taken.

K. PUBLIC HEARINGSHousing Department

1. SUBJECT: Public Hearing FY2017-18 CDBG, HOME, and ESG Annual Action Plan Funding Recommendations.
RECOMMENDATION: That the City Council:
 1. Conduct a public hearing to consider public testimony regarding project funding recommendations from the Application Review Panel.
 2. Approve the Annual Action Plan (AAP) with final recommended use of funds for the three entitlement grants: Community Development Block Grant (CDBG), HOME Investments Partnership (HOME) grant, and the Emergency Solutions Grant (ESG).
 3. Authorize the City Manager to make any changes to the AAP as directed by the City Council.
 4. Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the AAP to the U.S. Department of Housing and Urban Development (HUD).
 5. Authorize the City Manager to execute HUD agreements and sign all agreements for the implementation of the AAP including subrecipients, interdepartmental, and intradepartmental agreements.

The City Clerk presented the affidavit of publication and reported that no written communication had been received.

The Housing Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Marc Wilde, Jason Meek, Peggy Rivera, Cindy Wilson, Pastor Sam Gallucci, Barbara Macri-Ortiz, Christine Villegas, Carlos Gonzalez, Cynthia Gonzalez, Gernote Wade, and Pennie Ray.

Councilman MacDonald, seconded by Councilmember Perello, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

Discussion ensued among the Council and staff.

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

L. REPORTSPublic Works Department

2. SUBJECT: Change Order No. 1, Task Order No. 54, Task Order No. 55, and Task Order No. 63 to Contract No. A-7721 with Sam Hill and Sons, Inc. for Project Specification No. 14-12 – Non-Scheduled Repairs of Wastewater and Storm Drain Systems.

(This item was postponed due to time.)

M. PUBLIC COMMENTS ON REPORTS (None)

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.: 2

DATE: May 9, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink that reads "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. Cascade Fire Equipment for the purchase of 107 wildland fire coats (\$27,771).

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

Funding information is included on the attached list.

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
May 9, 2017
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ATTACHMENTS:

Attachment A: City Manager Contract List for May 9, 2017

City Manager Contract List for 05/09/2017

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

J.2.a

A Wildland Fire Coat Purchase

Vendor: Cascade Fire Equipment
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6298
Begin Date:
End Date:
Term:

Amount to be Approved: \$27,771
Current FY Amount: \$27,771
Total Contract Amount: \$27,771
Funding Source: FEMA Grant (Project 772256)
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Alex Hamilton
Department: Fire Department
Telephone: 805-513-3012
Email: alexander.hamilton@oxnard.org

Purpose: Staff is requesting authorization to purchase 107 wildland fire coats from Cascade Fire Equipment in the amount of \$27,771. On December 8, 2015, City Council approved Resolution No. 14,876 authorizing the submittal and acceptance of a FEMA grant (EMW-2015-FO-04703) for funding to provide all Fire Department Suppression Personnel to attend wildland fire training as well as purchase necessary safety equipment. The grant was funded May 16, 2016 in the amount of \$206,417. After this purchase, the grant will have a balance of \$80,000 to be used on additional wildland supplies.

Staff solicited three quotes for the purchase of 107 wildland fire coats. Cascade Fire Equipment provided the lowest bid and is therefore the preferred vendor. This purchase is 100% grant funded.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: May 9, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Contract (A-7965) for Performing Arts Center HVAC Replacement Project GS 17-13

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a contract with KFY United Mechanical Contractors, Inc. d.b.a. United Mechanical in the amount of \$245,000.00 for the Performing Arts Center HVAC Replacement Project GS 17-13.

BACKGROUND

On February 14, 2017, the City Council approved project plans and specifications and authorized staff to solicit bids for the Performing Arts and Convention Center (PACC) Heating, Ventilation and Air Conditioning (HVAC) Replacement Project GS 17-13. The two existing HVAC units that service the Performing Arts Center's main auditorium are approximately 20 years old. The equipment is experiencing service failures, and repairs are no longer feasible due to the cost and difficulty of maintaining the aged and outdated equipment.

The first advertisement of the notice inviting formal bids (NIFB) on the project was on March 3, 2017, and all bids were due on April 4, 2017. Bidders were required to attend a meeting at the Performing Arts Center on March 15, 2017, to review the site and scope of the project. The City received the bids listed below:

Award Contract (A-7965) for Performing Arts Center HVAC Replacement Project GS 17-13

May 9, 2017

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KFY United Mechanical Contractors, Inc.	
d.b.a. United Mechanical (KFY):	\$245,000.00
American Building Comfort Services, Inc.:	\$262,490.00
Bon Air, Inc.:	\$278,000.00
Brannon, Inc., dba Smith Electric Services:	\$371,756.00

The lowest bidder is KFY, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from KFY and its subcontractors. For the Contractor and all subcontractors, staff verified possession of required current valid licenses, reviewed the Federal Occupational Safety and Health Administration (OSHA) website for safety violations and verified registration with the State of California Department of Industrial Relations (DIR). Staff recommends that the City Council award the contract for this project to KFY.

Additionally, funds estimated in the amount of 10% of the Contract price, up to \$24,500, are needed for the cost for City staff to perform the following activities during construction: engineering, inspections, project management and for project contingency to address unforeseen issues that may arise during the construction.

The proposed schedule is as follows:

May 10, 2017	Order equipment
August 2, 2017	Equipment on site
Week of August 7 & Week of August 14	2 week Installation
August 18, 2017	Final Completion Date

This will allow enough time for the two week installation and a final completion date prior to the next PACC event.

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

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Award Contract (A-7965) for Performing Arts Center HVAC Replacement Project GS 17-13
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There is sufficient funding for this project which was included in the Adopted Budget FY2016-17 from Measure O PACC Auditorium Repairs (Project no. MO5601).

ATTACHMENTS:

Attachment A: GS 17-13 Bid Tabulation

Attachment B: KFY bid document GS 17-13

Attachment C: KFY bid back up documentation GS 17-13

Attachment D: GS 17-13 PAC HVAC Staff Report for approval to bid

GS 17-13 PERFORMING ARTS CENTER HVAC REPLACEMENT PROJECT

Owner: City of Oxnard

GS 17-13 PERFORMING ARTS CENTER HVAC REPLACEMENT				KFY United Mechanical Contractors , Inc. DBA United Mechanical	American Building Comfort Services, Inc.	Bon Air, Inc.	Brannon Inc., DBA Smith Electric Service
Bid Opening: April 4, 2017				794 E. Los Angeles Avenue Simi Valley, CA 93065 US Bidder Status: Valid Comment: #1 -Low Bidder	2686 Johnson Drive, Suite A Ventura, CA 93003 US Bidder Status: Valid	11340 W. Olympic Blvd. #302 Los Angeles, CA 90064 US Bidder Status: Valid	1340 West Betteravia Road Santa Maria, CA 93455-1030 US Bidder Status: Invalid
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$12,800.00	\$12,800.00
2	York 65 Ton Gas/Electric Package Unit Model #YPAL061NVE46BBFXM	2	EA	\$105,000.00	\$210,000.00	\$101,045.00	\$202,090.00
3	Installation and Labor	1	LS	\$30,000.00	\$30,000.00	*\$47,760	\$47,600.00
BID LIST TOTAL SUBMITTED				\$245,000.00	\$245,000.00		\$262,490.00
Total Bid Amount VERIFIED							\$262,490.00
							\$371,756.00
							\$371,756.00

GS 17-13 PERFORMING ARTS CENTER HVAC REPLACEMENT				KFY United Mechanical Contractors , Inc. DBA United Mechanical	American Building Comfort Services, Inc.	Bon Air, Inc.	Brannon Inc., DBA Smith Electric Service
Listed Subs				Murrieta Electric 2674 E. Main Street, #E Ventura, CA 93003	Santa Clarita Electrical, Inc. 25030 Avneue Stanford #170 Valencia, CA 91355 T&T Truck & Crane 1375 N. Olive street Ventura, Ca 93001 *Unit Price is written as \$47,760 and Extended Amount is written as \$47,600. Extended amount accurately reflects the written total amount of \$262,490.00	Oilfield Ventura, Ca 93001	Superior Air Balance 840 W. Leadora Avenue Glendora, CA 91741

BID PACKET

CITY OF

OXNARD

CALIFORNIA

FOR

PERFORMING ARTS CENTER HVAC REPLACEMENT PROJECT

PROJECT NO. GS 17-13

Submitted by:

Contractor's Name: KFY UNITED MECHANICAL CONTRACTORS, INC.
dba UNITED MECHANICAL CONTRACTORS

Address: 794 E. LOS ANGELES AVE.

City: SIMI VALLEY State: CA Zip Code: 93065

Contact Person: JEREMY YABLAN Phone: 805-583-1010

Email: jeremy@umcontractors.com Date: 4-3-17

**BID FOR PERFORMING ARTS CENTER HVAC REPLACEMENT PROJECT –
Project No. GS 17-13**

The undersigned, as Bidder, declares that:

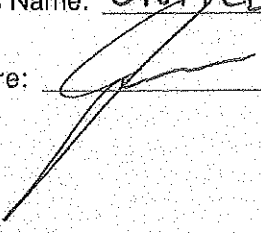
1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Performing Arts Center HVAC Replacement Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all 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 and all Addenda. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the cashier's check or Bid Bond 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 MARCH 3, 2017 [date], at SIMI VALLEY [city], CALIFORNIA [state].

Bidder's Name: UNITED MECHANICAL CONTRACTORS

Signature: 

Title: OFFICER Date: 4-3-17

CITY OF OXNARD

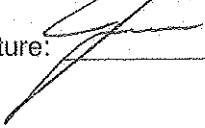
BID SHEETS FOR PERFORMING ARTS CENTER HVAC REPLACEMENT PROJECT -
PROJECT NO. GS 17-13Bidder's Name: UNITED MECHANICAL CONTRACTORS

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:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization		LS	1	\$ 5,000	5,000
2.	York 65 ton gas/electric package unit Model #YPAL061NV E46BBFXM		EA	2	\$ 105,000	210,000
3.	Installation and Labor		LS	1	\$ 30,000	30,000
TOTAL AMOUNT:					\$	245,000

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. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

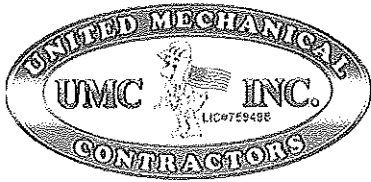
TOTAL BID PRICE IN DIGITS: \$ 245,000TOTAL BID PRICE IN WORDS: Two Hundred Forty Five Thousand DollarsSignature: Title: OFFICER Date: 4-3-17

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: UNITED MECHANICAL CONTRACTORS
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner? SEE KEVIN FREDERICK YABLAN JR. ATTACHED CONTRACTOR INFO SHEET
 * 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: 794 E. LOS ANGELES AVE.
SIMI VALLEY, CA 93065
 Phone 1: 805-583-1010 Phone 2: _____
 Email: Jeremy@umcontractors.com
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): S-CORP
 Corporation or S-Corp organized under the laws of the State of: CALIFORNIA
- (5) California State Contractor's License Number and Class: 759496 B/C20
 Original Date Issued: 2-25-99 Expiration Date: 6-30-18
- (6) DIR Contractor Registration Number: 1000004362
- (7) List the person who attended the mandatory pre-Bid meeting or site visit for your firm:
 Name: FERNANDO PEINADO Title: ESTIMATOR
- (8) 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
- (9) 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:
KEVIN YABLAN - PRESIDENT - 2953 KLAMATH AVE
SIMI VALLEY, CA 93065
BARBARA YABLAN - VICE PRESIDENT - SAME AS ABOVE
JEREMY YABLAN - OFFICER - 4306 SHOPPING LANE
SIMI VALLEY, CA 93063

805-
583-
1010



UNITED MECHANICAL CONTRACTORS
794 E. LOS ANGELES AVE. SIMI VALLEY, CA 93065
P 805-583-1010 F 805-582-1126
www.umcontractors.com

CONTRACTOR INFORMATION

K F Y United Mechanical Contractors, Inc.
dba United Mechanical Contractors
794 E. Los Angeles Ave., Simi Valley, CA 93065.
P: 805-583-1010
F: 805-582-1126

Contact:

Jeremy Yablan – Officer / Estimator
jeremy@umcontractors.com

Class(es):

B & C20

General Contractor Specializing in HVAC

License:

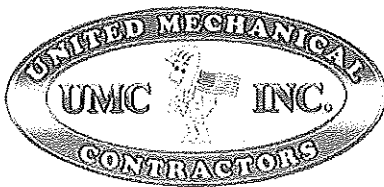
759496 Exp 6-30-18

DIR #:

1000004362 Exp 6-30-17

X

Jeremy Yablan - Officer



Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, March 31, 2015. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	K.F.Y. UNITED MECHANICAL CONTRACTORS INC.
Entity Number:	C2545451
Date Filed:	06/27/2003
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	794 E LOS ANGELES AVE
Entity City, State, Zip:	SIMI VALLEY CA 93065
Agent for Service of Process:	KEVIN YABLAU
Agent Address:	794 E LOS ANGELES AVE
Agent City, State, Zip:	SIMI VALLEY CA 93065

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

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- (10) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

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

N/A

- (12) 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 contact persons for the parties:

N/A

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

N/A

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

N/A

- (13) 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:

N/A

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

N/A

- (15) 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:

N/A

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

N/A

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.

- (17) For projects that the company 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.

N/A

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

1. N/A
2. N/A

3. N/A

(19) Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>3-29-2017</u>
#02	_____
#03	_____
#04	_____

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

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: _____

Title: OFFICER Date: 4-3-17

This Questionnaire Form must be notarized below.

State of California)

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)

B 8

SEE ATTACHED

OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Ventura

On April 3, 2017 before me, Lorraine L. Mendoza, Notary Public

personally appeared Jeremy Yablan

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.



Lorraine L. Mendoza
Notary Public Signature

ADDITIONAL INFORMATION

DOCUMENT INFORMATION

Document: _____ Document Date: _____

Number of Pages: _____

TYPE OF IDENTIFICATION

- ☒ Satisfactory Evidence – Identification Card
☐ One Credible Witness acknowledging identity of principal
☐ Two Credible Witnesses acknowledging identity of principal

REFERENCES FORM

For all like work that you are currently working on or have worked on for public agencies in the past two (2) years, provide the information requested below. If all such work 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 the original contract amount (e.g., change orders, extra work, or other circumstances), or if you or the Agency filed any claims against each other, the substance and outcome of those claims.

Project 1 Description: DUCTWORK, FIRE DAMPERS, FRAMING, INSTALLATION OF AC UNITS & EXHAUST FANS
 Construction Dates From: 4-6-12 To: 10-4-16
 Agency Name: LOS ANGELES WORLD AIRPORTS
 Project Manager: GREG SHROKA Telephone: 310-628-0603
 Original Contract Amount: \$ 1,292,594.00 Final Contract Amount: \$ 1,331,549.00
 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: INSTALL HVAC EQUIPMENT, EXHAUST FANS, DUCTWORK, CONTROLS & TEST & AIR BALANCE
 Construction Dates From: 4-1-05 To: 3-23-16
 Agency Name: SANTA ANA UNIFIED SCHOOL DISTRICT
 Project Manager: RICH NEGLEY Telephone: 909-829-3688
 Original Contract Amount: \$ 498,000.00 Final Contract Amount: \$ 506,613.00
 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: HVAC REPLACEMENT ON BUILDINGS #5 + #7
 Construction Dates From: 5-13-15 To: 9-2-15
 Agency Name: SIMI VALLEY UNIFIED SCHOOL DISTRICT
 Project Manager: TONY JOSEPH Telephone: 805-306-4500 Ext 4461
 Original Contract Amount: \$ 278,000.00 Final Contract Amount: \$ 279,917.53
 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 employees, representatives and agents to contact references of Contractor and/or its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and/or request information from other agencies in which Contractor 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 Contractor and its Owners, employees, representatives and agents may have against the City, its employees, representatives and agents, as well as any agency providing feedback or the mentioned records, and those agencies' employees, representatives and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

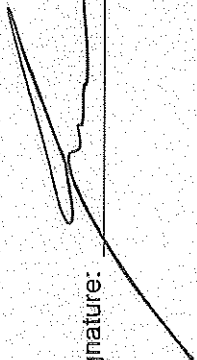
Bidder's Name: UNITED MECHANICAL CONTRACTORS

Signature: [Signature] Title: OFFICER Date: 4-3-17

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 or highways, including 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 it onto blue paper and attach that page or those pages listing all other Subcontractors.

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%)
Murrieta Electric	878862	1000013812	2674 E Main St #E Ventura, CA 93003 805-643-9587	Electrical	3%

Bidder's Name: UNITED MECHANICAL CONTRACTORS Signature:  Title: OFFICER Date: 4-3-17

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

B 11

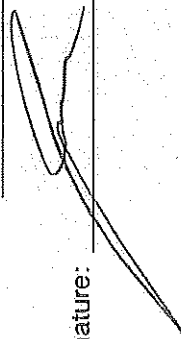
INDUSTRIAL SAFETY RECORD FORM

This Safety Record 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 Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2016 (so far)	2015	2014	2013	2012	2011	Total
Number of contracts	23	30	25	24	116	9	127
Total dollar amount of contracts (in thousands)	\$ 10,260,000	\$ 8,000,000	\$ 9,500,000	\$ 3,000,000	\$ 8,430,000	\$ 5,700,000	\$ 44,890,000
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	0	0	0
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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: UNITED MECHANICAL CONTRACTORS

Signature: 

Title: OFFICER Date: 4-3-17

B 12

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

The undersigned declare(s):

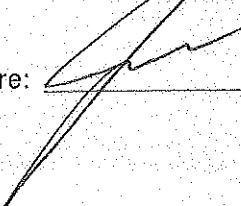
I/we am/are the OFFICER of UNITED MECHANICAL CONTRACTORS,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, corporation or s-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, s-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 MARCH 3, 2017 [date], at SIMI VALLEY [city], CALIFORNIA [state].

Bidder's Name: UNITED MECHANICAL CONTRACTORS

Signature: 

Title: OFFICER Date: 4-3-17

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

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)

SEE ATTACHED

OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Ventura

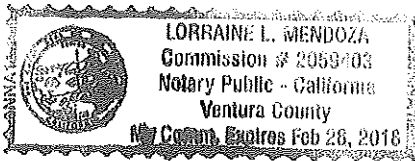
On April 3, 2017 before me, Lorraine L. Mendoza, Notary Public,

personally appeared Jeremy Yablan

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.



Lorraine L. Mendoza
Notary Public Signature

ADDITIONAL INFORMATION

DOCUMENT INFORMATION

Document: _____ Document Date: _____

Number of Pages: _____

TYPE OF IDENTIFICATION

- ☒ Satisfactory Evidence – Identification Card
☐ One Credible Witness acknowledging identity of principal
☐ Two Credible Witnesses acknowledging identity of principal



PUBLIC WORKS
305 W. 3rd Street., 2nd Floor – East Wing – Oxnard, CA 93030
(805) 200-5289 – Fax (805) 385-8329

March 29, 2017

**ADDENDUM NO. 1
SPECIFICATION NO. GS 17-13
PERFORMING ARTS CENTER HVAC REPLACEMENT PROJECT**

SCHEDULED BID OPENING DATE: APRIL 4, 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. This addendum forms a part of the bid documents. It modifies them as follows:*

A. The following additions are made to the Instruction to Bidders and Bid Documents:

Additional Information Provided:

- 1. Copies of Structural Calculations for the City of Oxnard HVAC Renovation & Roof Replacement at Performing Arts Center dated June 19, 2001, consisting of 36 pages.**
- 2. Copies of plans for the HVAC Renovation and Roof Replacement at the Performing Arts Center dated April 6, 2001, consisting of 20 pages.**

Addendum No. 1 Received: Date: 3-29-17

UNITED MECHANICAL CONTRACTORS 794 E. LOS ANGELES AVE

Contractor's Name

Address



SIMI VALLEY, CA 93065

Authorized Signature

City

State Zip Code

JEREMY YABLAN-OFFICER

Name and Title

805-583-1010

Telephone Number, Including Area Code

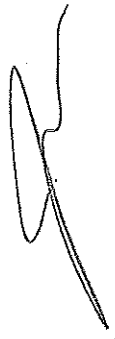
JEREMY YABLAN - OFFICER



UNITED MECHANICAL CONTRACTORS, INC.											
COMPLETED PROJECTS 2008-2017											
#	Job #	Project	Owner	QC	Location	Start Date	Est. Completed	Initial Contract Value	Final Contract Value	Unsettled Damages	Work Description
1	409	CHURCH OF THE HOLY SPIRIT WATER TREATMENT PLANT LOS ANGELES, CA	LOS ANGELES DEPARTMENT OF WATER & POWER LOS ANGELES, CA 90021	PLUMB PACIFIC	15008 7/7 HIGHLAND DR. LOS ANGELES, CA	4/25/06	2/25/09	\$1,607,270.00	\$1,607,869.00	NO	CO. WATER TREATMENT PLANT INSTALLATION. PLUMBING, ELECTRICAL, MECHANICAL, AND HVAC. SPLIT SYSTEM & SPLIT BOILER. SPLIT SYSTEM & SPLIT BOILER.
2	426	LOLA YOUTH CENTER REPAIRS LOS ANGELES, CA 90005	REPAIRS FOR THE YOUTH CENTER LOS ANGELES, CA 90005	UMC	1250 6TH STREET SANTA ANITA, CA	12/7/06	8/7/09	213,000.00	24,670,212.00	NO	CO. ARCHITECT & LIGHTING CONSULTANT. CO. ARCHITECT & LIGHTING CONSULTANT. CO. ARCHITECT & LIGHTING CONSULTANT.
3	427	WILSON CITY HALL 377 EAST DUNE AVE. LOS ANGELES, CA 90002	WILSON CITY HALL 377 EAST DUNE AVE. LOS ANGELES, CA 90002	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
4	429	WILSON CITY HALL 377 EAST DUNE AVE. LOS ANGELES, CA 90002	WILSON CITY HALL 377 EAST DUNE AVE. LOS ANGELES, CA 90002	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
5	430	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
6	432	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
7	433	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
8	434	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
9	435	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
10	436	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
11	437	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
12	438	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
13	441	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
14	442	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
15	443	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
16	445	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
17	446	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
18	447	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
19	448	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
20	449	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
21	450	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
22	451	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
23	453	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.
24	454	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	THEODORE BARKER 1000 W. 10TH ST. LOS ANGELES, CA 90007	UMC	100 W. MAGNOLIA BLVD. BURNING, CA 91022	3/1/07	4/1/08	214,000.00	510,281.00	NO	REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL. REPAIRS TO THE CITY HALL.

UNITED MECHANICAL CONTRACTORS, INC.
COMPLETED PROJECTS 2008-2017

#	Proj #	Project	Owner	City	License Class	Project Address	Start Date	Date Completed	Initial Contract Value	Final Contract Value	Contractor	Claims Paid	Architect	DOB Inspector	Work Description
25	455	UNIVERSITY OF CALIFORNIA, SAN DIEGO UNIVERSITY, CA 92093	UNIVERSITY OF CALIFORNIA, SAN DIEGO UNIVERSITY, CA 92093	UMC	B, C20	555 University Blvd, San Diego, CA 92161	7/27/12	7/27/12	\$14,000.00	\$14,000.00	STEVE THOMPSON PUEBLO, CO 81001	NO			GENERAL CONSTRUCTION HVAC
26	456	PAINTER SUBJECT TO 507 CLAYTON RD THOUSAND OAKS, CA 91320	ARTIST/PAINTER/CONTRACTOR 507 CLAYTON RD THOUSAND OAKS, CA 91320	UMC	B, C20	1505 Governor Dr Thousand Oaks, CA 91320	8/1/12	8/1/12	\$20,000.00	\$20,000.00	401 SHERMAN PUEBLO, CO 81001	NO	ARTIST/PAINTER/CONTRACTOR 507 CLAYTON RD THOUSAND OAKS, CA 91320		GENERAL CONSTRUCTION HVAC
27	457	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	B, C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	7/1/12	7/1/12	\$10,000.00	\$10,000.00	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	NO			GENERAL CONSTRUCTION HVAC
28	459	REVEREND JOHN J. HANCOCK TECHNOLOGY CENTER SAN FRANCISCO, CA 94102	REVEREND JOHN J. HANCOCK TECHNOLOGY CENTER SAN FRANCISCO, CA 94102	UMC	B, C20	300 North Berkeley Dr. Berkeley, CA 94702	6/21/12	6/21/12	\$30,000.00	\$30,000.00	300 North Berkeley Dr. Berkeley, CA 94702	NO			GENERAL CONSTRUCTION HVAC
29	460	CHURCH OF THE HOLY TRINITY LOS ANGELES, CA 90004	CHURCH OF THE HOLY TRINITY LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
30	462	CITY OF SANTA BARBARA SANTA BARBARA, CA 93101	CITY OF SANTA BARBARA SANTA BARBARA, CA 93101	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
31	463	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
32	464	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
33	465	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
34	466	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
35	467	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
36	468	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
37	469	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
38	470	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
39	471	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
40	472	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
41	477	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
42	482	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
43	483	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
44	484	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC
45	484	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	1100 VENTURE MECHANICAL LOS ANGELES, CA 90004	UMC	C20	1100 W. Ventura Blvd. Los Angeles, CA 90004	11/21/12	11/21/12	\$10,000.00	\$10,000.00	1100 W. Ventura Blvd. Los Angeles, CA 90004	NO			GENERAL CONSTRUCTION HVAC



JEREMY YABLAN - OFFICER

3-31-17

UNITED MECHANICAL CONTRACTORS, INC. COMPLETED PROJECTS 2008-2017

#	Job #	Project	Owner	GC	License	Project Address	Start Date	Completion Date	Initial Contract Value	Final Contract Value	Unbalanced Amount	Contract	Close Date	Architect	Task Description
46	486	ELIMON AUTOMATION PROJECT	SHORE CO. CORPORATION	AUS CLEAN TECHNOLOGY 433 N. Main Road Menlo Park, CA 94025	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
47	487	ENTERPRISE ELEMENTARY SCHOOL	1. ANTONIO LINCOLN SCHOOL DISTRICT	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
48	489	COVINA COLLEGE	2007 N. COVINA COLLEGE COVINA, CA 91709	DUMARC CORP.	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
49	488	SANTA CLARITA SPORTS COMPLEX PHASE II	2300 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
50	476	FORCOSA ENTERPRISE CENTER	1300 S. SANTA CLARITA SANTA CLARITA, CA 91355	AMG & ASSOCIATES	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
51	490	ROYAL HIGH SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
52	495	VALLEY VIEW MIDDLE SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
53	496	GARDEN GROVE ELEMENTARY SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
54	497	CHRYSLER ELEMENTARY SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
55	498	CHRYSLER ELEMENTARY SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
56	478	COVINA COLLEGE	2007 N. COVINA COLLEGE COVINA, CA 91709	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
57	499	VALLEY VIEW MIDDLE SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
58	472	VALLEY VIEW MIDDLE SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
59	491	VALLEY VIEW MIDDLE SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
60	458	VALLEY VIEW MIDDLE SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC
61	492	VALLEY VIEW MIDDLE SCHOOL	1700 S. SANTA CLARITA SANTA CLARITA, CA 91355	UMC	C29	1700 S. ANIM MOUNTAIN SANTA ANA, CA 92705	10/24/14	11/14/14	\$25,000.00	\$25,000.00	\$0.00	GLENN VANDERHART RL 2627531195 C 656-204-7938	NO		WMC

JEREMY YABLAN - OFFICER 3-31-17



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 759496

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 4/4/2017 2:52:00 PM

Business Information

K F Y UNITED MECHANICAL CONTRACTORS INC
DBA UNITED MECHANICAL CONTRACTORS

794 EAST LOS ANGELES AVE
SIMI VALLEY, CA 93065
Business Phone Number:(805) 583-1010

Entity Corporation
Issue Date 02/25/1999
Reissue Date 06/10/2004
Expire Date **06/30/2018**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6334285

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KEVIN FREDERICK YABLAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 11/06/2007

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the OAK RIVER INSURANCE COMPANY

Policy Number:KFWC712435

Effective Date: 07/18/2016

Expire Date: 07/18/2017

Workers' Compensation History

J.3.c

Miscellaneous Information

06/10/2004 - LICENSE REISSUED TO ANOTHER ENTITY

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



California Department of Industrial Relations - Public Works Contractor (PWC) Registration Search

Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:
 PWC Registration Number:
 Contractor Legal Name: Contractor License Lookup
 License Number:
 County:

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	K F Y UNITED MECHANICAL CONTRACTORS, INC.	1000004362	VENTURA	SIMI VALLEY	05/02/2016	06/30/2017
v2.20160101						

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Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number:

Contractor Legal Name: Contractor License Lookup

License Number:

County:

Search Results

One registered contractor found. 1

Details Legal Name

View K F Y UNITED MECHANICAL CON

Contractor Information Legal Entity Information Workers' Compensation

Legal Name Legal Entity Type
K F Y UNITED MECHANICAL CONTRACTORS, INC. CORPORATION

Trade Name
UNITED MECHANICAL CONTRACTORS, INC.

License Number(s)
CSLB : 759496

Mailing Address
794 E. LOS ANGELES AVE.
SIMI VALLEY, CA 93065

Physical Address
794 E. LOS ANGELES AVE.
SIMI VALLEY, CA 93065

Email Address
JEREMY@UMCONTRACTORS.COM

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Public Works

Public Works Contractor (PWC) Registration Search

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number: example: 1234567890

Contractor Legal Name: example: ABC COMPANY Contractor License L00lap

License Number: 759496

County: Select County

Search Results

One registered contractor found. 1

Details Legal Name

View K F Y UNITED MECHANICAL CON

Contractor Information Legal Entity Information Workers' Compensation

Corporation Number

37-1474019

President

KEVIN YABLAN

Vice President

BARBARA YABLAN

Treasurer

KEVIN YABLAN

Secretary

KEVIN YABLAN

CEO

KEVIN YABLAN

Agent of Service Name

KEVIN YABLAN

Address

794 E. LOS ANGELES AVE.
SIMI VALLEY, CA 93065

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Public Works

Public Works Contractor (PWC) Registration Search

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:Current Fiscal Year: 2016/17

PWC Registration Number:example: 1234567890

Contractor Legal Name:example: ABC COMPANYContractor License Lookup

License Number:759496

County:Select County

Search Results
One registered contractor found. 1

Details Legal Name

View K F Y UNITED MECHANICAL CON

Contractor InformationLegal Entity InformationWorkers' Compensation

Do you lease employees through Professional Employer Organization (PEO)?NO

Please provide your current workers' compensation insurance information below:

INSURED BY CARRIER

Policyholder Name:K F Y UNITED MECHANICAL CONTRACTORS, INC.

Insurance Carrier:TECHNOLOGY INSURANCE COMPANY, INC.

Policy Number:T20150158

Inception Date:Expiration Date:

Policy Coverage dates:2015-07-182016-07-18

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Alex Padilla
California Secretary of State

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C2545451 K.F.Y. UNITED MECHANICAL CONTRACTORS INC.

Registration Date:	06/27/2003
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	KEVIN YABLAW 794 E LOS ANGELES AVE SIMI VALLEY CA 93065
Entity Address:	794 E LOS ANGELES AVE SIMI VALLEY CA 93065
Entity Mailing Address:	794 E LOS ANGELES AVE SIMI VALLEY CA 93065

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SI-COMPLETE	04/20/2009	

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OSHA Office ▾

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Inspection Date

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Performing Arts Center HVAC Replacement Project GS 17-13

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve project plans and specifications and authorize staff to solicit bids for replacement of two 65-ton rooftop package units at the Performing Arts Center.

BACKGROUND

The two existing heating, ventilation and air conditioning (HVAC) units that service the Performing Arts Center's main auditorium are approximately 20 years old. The equipment is experiencing service failures, and repairs are no longer feasible due to the cost and difficulty of maintaining the aged and outdated equipment. The equipment has surpassed its serviceable life, and it is appropriate to solicit bids for replacement of the units at this time. Since this requires not only the actual HVAC units but also labor to install them, staff wishes to solicit bids for a public project.

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:

Performing Arts Center HVAC Replacement Project GS 17-13

February 14, 2017

Page 2

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

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Funding for this project is included in the Adopted Budget FY2016-17 from Measure O PACC Auditorium Repairs Project no. MO5601. After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder for the project.

Note: Specifications for GS 17-13 Performing Arts Center HVAC Replacement Project will be available for review at the Public Works Administration offices at 305 W. 5th Street, 3rd floor after 8:00 a.m. on the Thursday prior to the City Council Meeting.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: May 9, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

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

SUBJECT: Solicit Bids for Advanced Metering Infrastructure (AMI) System PW 17-32

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council authorize staff to solicit bids for the planning, design, construction and commissioning of an advance metering infrastructure (AMI) system PW 17-32.

BACKGROUND

The City currently has a Sensus automated meter reading (AMR) system. The meters have a 10 year expected life and most of the meters were installed between 2002 and 2008 and are experiencing increased failures throughout the system. The failures are most commonly occurring within the Meter Transceiver Unit (MXU) that collects data from the meter and transmits the meter reading through radio signals to the interrogator device. Failures have increasingly required that staff read meters and enter billing information manually.

In order to improve on the quality of the meter reading services, staff recommends soliciting proposals from experienced, qualified firms to provide all of the required services needed for the planning, design, construction, start-up and commissioning of an integrated, fixed-based AMI system for the City-owned water metering system. This will be a design-build contract, which is permissible under Public Contract Code Section 22162. The new AMI system will be required to provide extensive analytics to enhance customer service and financial performance while improving efficiency and accuracy of utility operations. The AMI system will be required to

Solicit Bids for Advanced Metering Infrastructure (AMI) System

May 9, 2017

Page 2

provide two-way automatic and on-demand meter reading technology with the capability to query individual meters, store meter data and be integrated with the City's existing billing system. As such, the proposed AMI system must be compatible with multiple meter manufacturers. The City's objective is to provide a highly reliable, secure and efficient meter reading system based on proven, non-proprietary technologies.

STRATEGIC PRIORITIES

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:

Objective 4a. Streamline internal process to ensure government efficiencies.

This agenda item also 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 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

This project will be funded through Water Operating Fund 601. After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder or the "best value bidder"—according to statute—and will develop a funding plan for over the course of five years.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: May 9, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Ingrid Hardy
Cultural & Comm Services Director

A handwritten signature in dark ink, appearing to read "Ingrid Hardy".

SUBJECT: Development of New Senior Center (10/20/10)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

- 1) That the City Council designate 2500 West 5th Street as the site for a new senior center.
- 2) That the City Council approve a budget adjustment in the amount of \$25,000 from the Community Park Improvements Measure O funds (104-5770-826-86.05) to the New Senior Center Measure O account (104-5503-805-8209).

BACKGROUND

Approved by voters in November 2008 to enhance services to the community, the half-cent sales tax or "Measure O" is a 20-year general purpose sales tax. Measure O provides protection, maintenance and enhancement of vital City services including police, fire and emergency response, increasing street paving/pothole repair to improve traffic flow, expanding youth recreation, after-school and anti-gang prevention programs, acquiring property for parks/open space preservation, upgrading stormwater drains, improving senior services, increasing code compliance, and other general services. In May of 2012, the City Council approved an allocation of \$100,000 to be used towards a study to perform the improvement of an existing senior center and/or the construction of a new center.

In 2012, the City of Oxnard senior services staff solicited professional services of Lauterbach & Associates to develop the attached Master Plan for an enhanced and/or new senior center for the

Development of New Senior Center (10/20/10)

May 9, 2017

Page 2

City of Oxnard. The focus of this plan was site identification, review and evaluation based on the needs and wants of the community determined by the results of a city-wide senior survey. Based on the 1,910 survey responses received, a key discovery was Oxnard is in need of a new state-of-the-art senior center. Palm Vista and South Oxnard senior centers do not provide the opportunity for building enhancements being that they are shared use facilities. An enhancement of the Wilson Senior Center would eliminate park space, which is a premium in the City of Oxnard, and has limited parking.

On February 8, 2013, Lauterbach & Associates presented the Oxnard Senior Services Commission with an analysis and recommendation on appropriate sites for a potential new senior center. The Commissioners reviewed the analysis and potential sites and on April 9, 2013 voted to recommend the site located at 2500 West 5th Street, Southwest Community Park to the City Council. City Council received a report on the Senior Center Master Plan on July 23, 2013.

At the June 10, 2014 Senior Services Commission meeting, the Commission agreed to form a senior center subcommittee with the goal of taking steps towards the construction of a new center. This subcommittee currently meets once a month and has set a short term goal of receiving the City Council's approval of proposed site. This will allow for the acquisition of conceptual drawings to support fundraising efforts and the ultimate end goal of a new senior center in Oxnard.

Next Steps

Cultural and Community Services Department staff will submit an application to the Airport Land Use Commission (ALUC), Aviation Advisory Commission (AAC), and Airport Authority (A.A) requesting approval for the proposed site. Staff plans to have this item placed on the ALUC and AA agendas in June 2017. The following are the steps required by the city to move forward with the proposed project.

1. Review of the Project by the Airport Land Use Commission

State law requires that counties with one or more airports are generally required to establish a county airport land use commission. In Ventura County, the Ventura County Airport Land Use Commission (the "Commission") was created in response to the requirements of state law. In 1991, the Commission approved the plan that is now known as the Ventura County Comprehensive Airport Land Use Plan (the "Plan"). As part of the Plan, the Commission adopted specific zones around the airports in Ventura County, including the Oxnard Airport. The zones include the Runway Protection Zone, the Outer Safety Zone and the Traffic Pattern Zone. The Plan includes use specific restrictions for each of the zones. The Site is located within the Traffic Pattern Zone. The Plan specifically prohibits public/institutional uses such as hospitals and convalescent homes, schools, churches and synagogues and auditoriums and theaters. While the Commission has not made a specific determination regarding the senior center being located at the Site, the Commission may find that the center is not allowed

on the Site under the terms of the Plan given that the senior center would most likely be considered a public/institutional use.

If the Commission determines that the proposed action is inconsistent with the Plan, then the City has the option of overruling the Commission. That, however, can only occur after a public hearing if at least 2/3rds of the City Council (i.e., four members) vote to make specific findings that the proposed action is consistent with specific provisions of state law regarding the orderly development of airports, including preventing the creation of new noise and safety problems.

2. Review of the Project by the Federal Aviation Administration

Aside from the process with the Commission, the Oxnard City Code imposes additional requirements for proposed developments within the Oxnard Airport's "sphere of interest" – the area surrounding the Oxnard Airport bounded on the north by Doris Avenue, on the east by B Street, on the south by Wooley Road, and on the west by the Edison Canal. Specifically, before filing an application for any project within this sphere of interest, the developer is required to submit the project to the Federal Aviation Administration ("FAA") for review and report to determine compliance with adopted approach and departure slopes, and clear zones established for the Oxnard Airport. As part of this process, the applicant is responsible for the preparation of an aircraft hazard and land use risk assessment concerning the proposed use as part of the process. The aircraft hazard and land use risk assessment addresses the relationship of the project to adopted FAA glide slopes and clear zones; relationship of the project to adopted aircraft approach, departure, and traffic patterns; a report of all aircraft accidents within the traffic area of the Oxnard tower within the past six months; a report on the number of operations at Oxnard Airport and violations (if available) under the authority of the Oxnard Airport control tower for the preceding 6- to 18-month period; and an assessment of the level of risk posed to persons involved in the proposed land use by the potential forced landing or crash of an aircraft on the developed site.

3. Review of the Project by the Oxnard Airport Authority

A project within the sphere of influence is also required to be submitted to the Oxnard Airport Authority for review and recommendation before the project is considered by the Planning Commission. The staff report and minutes of the Oxnard Airport Authority's review are to be furnished to the Planning Commission as part of the approval process.

4. Zone Changes

The City will initiate a zone change application separate and apart from the senior center entitlement. The application will seek to change the zoning from Business Research Park (BRP) to Community Reserve (C-R) and is required in order to align zoning of the property with the 2030 General Plan land use designation of Park. Aside from amending the zoning to comply with the General Plan, no

Development of New Senior Center (10/20/10)

May 9, 2017

Page 4

zoning amendments are required to accommodate the proposed development and use.

5. Conditional Use Permits and Planned Development Permits for Public/Institutional and Recreational land uses.

Development of the proposed senior center and associated site improvements would be entitled as a Special Use Permit (SUP).

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

The budget request for the conceptual design of the new senior center is \$25,000. Staff is requesting an administrative budget adjustment transferring from the Measure O Community Park Improvements account (104-5770-826-86.05) to the senior center (104-5503-805-8209).

As part of the Federal Aviation Administration review, the city will be required to pay for an aircraft hazard and land use assessment. The cost of this study is not known at this time. Staff will return to the council at a later date to request a budget appropriation.

ATTACHMENTS:

Attachment A: Senior Center Master Plan

Attachment B: AdminBA-New Senior Center (MO5511)

CITY OF

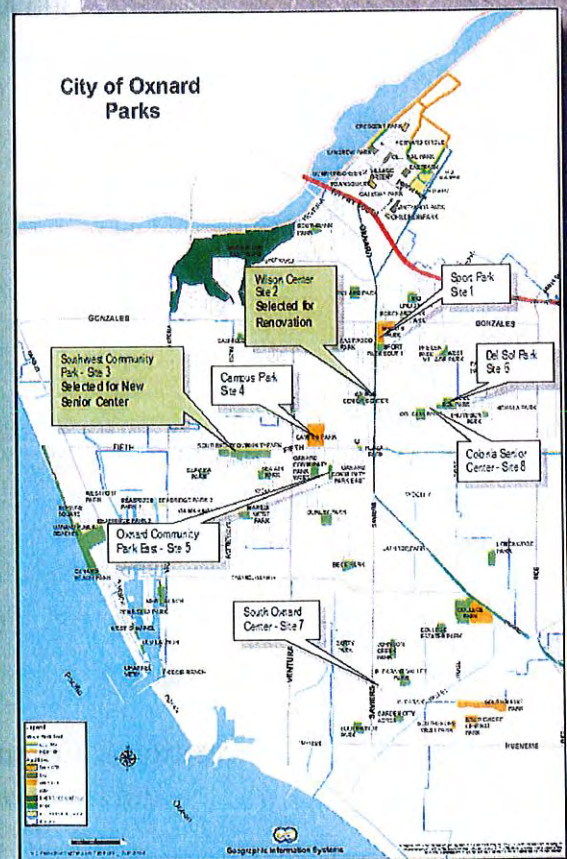
OXNARD

CALIFORNIA



Site Identification/ Review and Evaluation Plan for New/Enhanced Senior Center in the city of Oxnard per Measure "0" Funding

May 2013



SENIOR CENTER MASTER PLAN





This Report has been prepared by:

LAUTERBACH & ASSOCIATES, ARCHITECTS, INC.

300 MONTGOMERY AVENUE, OXNARD, CALIFORNIA 93036, (805) 988-0912. FAX (805) 981-4510 www.la-arch.com

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300 Montgomery Avenue
Oxnard, CA 93036
(805) 988-0912

On Behalf Of:

City of Oxnard
Recreation & Community Services (Senior Services)
and the Senior Services Commission
545 South A Street
Oxnard, CA 93030
(805) 385-8019

Special thanks to the City Council, the Senior Services Commission, and the City of Oxnard staff for their input and support

City Council – City of Oxnard

Tim Flynn, Mayor
Carmen Ramirez, Esq., Mayor Pro Tem
Bryan A MacDonald, Councilmember
Dorina Padilla, Councilmember

Senior Services Commission

Nancy Rowe, Chairperson
Andy Esparza, Vice Chairperson
Ron Fisher
Nancy Kobashigawa
Lourdes Villarreal Yu
Alice Sweetland
Alice Madrid
Kay Brainard

City of Oxnard staff

Ralph Alamillo, Construction Project Manager – City of Oxnard General Services
Patricia Friend, Construction Project Coordinator – City of Oxnard General Services
Gregory Barnes, Interim Recreation Supervisor – City of Oxnard Recreation & Community Services
Marisue Eastlake, Recreation Coordinator – City of Oxnard Recreation & Community Services

Senior Services & Special Populations Program

350 North C Street
Oxnard, California 93030
(805) 385-8019
Fax (805) 385-7494



April 15, 2013

Dear Mayor Flynn and Members of The Oxnard City Council,

On February 8th, 2013 The Oxnard Senior Services Commission was presented with an analysis by Lauterbach and Associates as to the final recommendation on appropriate sites for a potential new senior center. The Commissioners were asked to visit each site and review the information provided by Lauterbach and Associates. On April 9th, after a lively discussion, the Commission voted to recommend the site located at 2500 West 5th Street. It was felt that this particular site covered most of the criteria important to this project.

If I can assist further in clarifying any of our discussion, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Nancy Rowe".

Nancy Rowe, Chair
Senior Services Commission

cc: Greg Barnes
Lauterbach and Associates

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Introduction

City of Oxnard's Recreation and Community Services' Senior Services Division solicited the professional services of Lauterbach & Associates, Architects to develop a Master Plan for a new and/or enhanced senior center for the city of Oxnard. The Master Plan is focused on site identification, review and evaluation with regards to the needs and desires of the community as determined through results of a city-wide Senior Center Survey.

Key Discoveries

Solely based on the 1,910 survey responses received, the following were key discoveries resulting from the survey analysis with regards to a new and/or refurbished senior center:

- Oxnard needs a new state-of-the-art senior center.
- The majority of the responding seniors live in the 93035 zip code area.
- Painting is the top priority in the Arts, Crafts & Cultural category.
- Cards / Table games is the top priority in the Games, Hobbies & Computers category.
- Cardio equipment is the top priority in the Sports, Dance & Fitness category.
- Computer Lab is the top priority in the Spaces category.
- 61% of the respondents currently attend and/or participate at the Wilson Senior Center.
- For 89% of the respondents, the primary means of transportation is Self.
- Health is their most important issue.

Recommendations

Sites considered for renovation are as follows:

- Wilson Center
- South Oxnard Center
- Colonia Senior Center

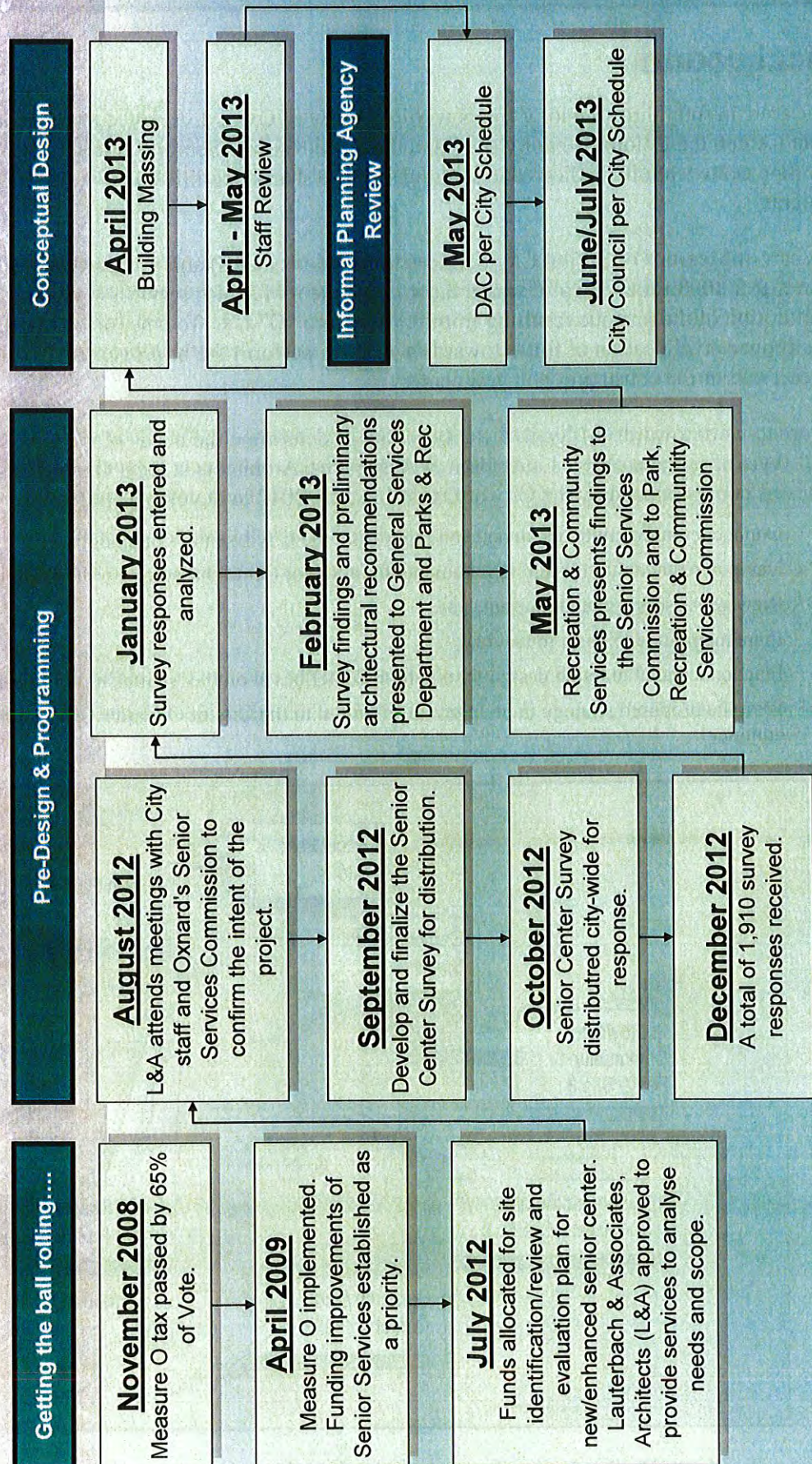
Conclusion: Out of the three existing Senior Centers the one that is mostly qualified for addition and/or remodel is the Wilson Center.

Sites considered for new construction are as follows:

- Sports Park
- Oxnard Community Park East
- Southwest Community Park
- Campus Park
- Del Sol Park

Conclusion: The first three site were recommended for consideration to the Senior Services Commission and they selected one site to be used for the construction of a new Senior Center. That site is: **Southwest Community Park by Oxnard Airport**

Senior Center Analysis Master Plan Schedule



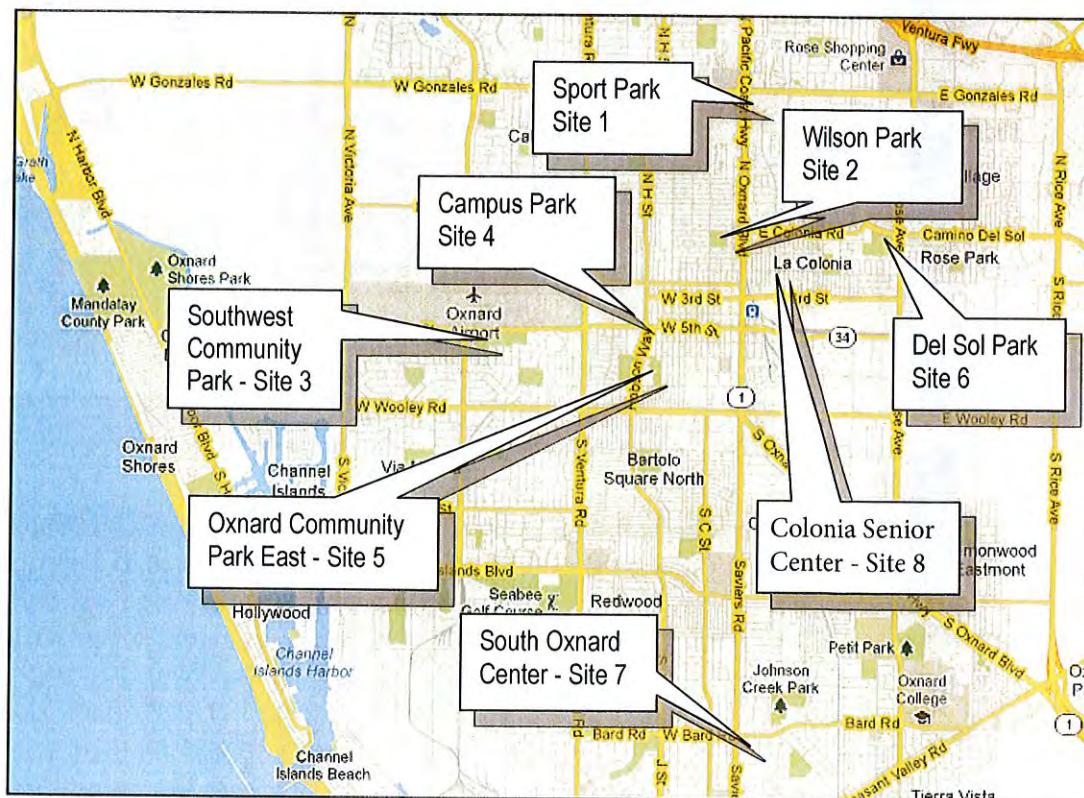
Background

There are currently three Senior Centers within the city of Oxnard. These centers include the Wilson Senior Center, the Colonia Senior Center and the South Oxnard Senior Center. However, none of these existing centers are fully dedicated to seniors; they are shared facilities with youth and other adult programs.

As part of Measure "O", a Vital City Services transactions (sales) and use tax that was approved in November 2008 for the City of Oxnard, the improvement of senior services was identified as a priority for allocation of the revenue resulting from the Measure "O" tax. To date, the Oxnard City Council has approved an allocation of funds towards a study to perform the improvement of an existing Senior Center and/or the construction of a new center.

In order to work towards this goal, the City set out to determine the needs of the City's residents who are 50 years of age and older. Lauterbach & Associates, Architects, a local Oxnard business for over 40 years, was commissioned by the City of Oxnard in July 2012 to develop a strategy for the following:

1. Conduct community outreach and solicit input from the City's senior population;
2. Develop Architectural Program requirements for a Senior Center based on survey findings;
3. Review and assess potential project sites;
4. Prepare magnitude of costs for review;
5. Prepare conceptual massing design for a Senior Center based on the Architectural Program; and
6. Present the proposed strategy in an informal submittal to the City of Oxnard's City Council for review and comment.



Process

Pre-Design and Programming

In **August 2012**, Lauterbach & Associates attended meetings with staff from City of Oxnard's Recreation and Community Services, General Services and Senior Services Commission to discuss the intent of the project.

Per these meetings it was made clear that the intent for this initial process was to develop a comprehensive understanding of the wants and needs of most, if not all, of the Senior Community (50 years of age and older) within the city of Oxnard with regards to either building a new Senior Center and refurbishing an existing center, or just refurbishing an existing center. Under the direction of the City of Oxnard's Senior Services and with the participation and input of Oxnard's Senior Services Commission, a Bilingual Survey Questionnaire was developed by Lauterbach & Associates, made available, and distributed city-wide. (Please see Exhibit A: Senior Center Survey).

During this time, Lauterbach & Associates, Architects visited the following sites identified by the City as available properties for a new and/or refurbished center:

1. Sports Park: 100 E. Gonzales,
 - The southern vacant tip (approximately four (4) acres) of the site.
2. Wilson Park / Wilson Senior Center: 350 North C Street.
 - This site has an existing center for seniors.
3. Southwest Community Park: 2500 West 5th Street
 - A vacant lot (approximately four (4) acres) east from South Patterson Road.
4. Campus Park: 937 West Fifth Street.
 - A vacant lot.
5. Oxnard Community Park East: 800 Hobson Way at G Street.
 - An existing park.
6. Del Sol Park, Colonia: 1500 Camino del Sol.
 - An existing park.
7. South Oxnard Center: 200 East Bard Road
 - This site has an existing center for seniors.
8. Colonia Senior Center: at 126-B Amelia Court; situated inside a housing complex.
 - This site has an existing center for seniors.

The preliminary evaluation of the above properties was based on location, existing and surrounding amenities, especially for seniors, and the condition of existing buildings, if any.

By **January 2013**, a total of 1,696 surveys (1,910 responses, some surveys had multiple responses from a single household) were received and entered for analysis. Based on the results of this survey, an Architectural Program was produced. The Architectural Program establishes the building and space requirements by considering various factors. Such factors include building codes, agency requirements, the senior's needs and desires as expressed in the surveys, and proper relationships between spaces/areas.

In **February 2013**, L&A presented the findings and results from the survey responses to the City of Oxnard General Services and Recreation & Community Services Departments. On **March 12, 2013**, the Recreation & Community Services Departments made a presentation of the finding to the Senior Services Commission. These findings included L&A's professional recommendation for the three sites that are most suitable, based on size, access, location, and surrounding amenities to address the needs and desires of the Senior Community as understood per the results of the survey. At this time, the three sites recommended for new construction are as follows:

- Sports Park
- Oxnard Community Park East
- Southwest Community Park

The existing Wilson Senior Center site is recommended for refurbishment and upgrades.

A follow-up meeting between the Recreation & Community Services Departments and the Senior Services Commission took place on **April 9, 2013** and the results from this meeting is as follows:

- A new center to be build on Southwest Community Park site.
- Wilson Senior Center was confirmed to be the center to be recommended for renovation.

Outreach Methods

After multiple discussions and various options for distribution were discussed, the final decision was to make the Senior Center Survey available through multiple sources. In order to reach the maximum amount of seniors possible, the following distribution methods were used and/or made available to help ensure that the survey was distributed city-wide and made available to as many seniors that wished to participate:

1. City made arrangements to include the Senior Center Survey (in both English and Spanish) with the utility bill for all Oxnard residences;
2. Surveys were made available at the existing senior centers in Oxnard: Wilson Senior Center, Colonia Senior Center and the South Oxnard Center;
3. Members of Oxnard's Senior Services Commission also volunteered to deliver copies of the Survey to various Senior Housing/Living complexes within the city;
4. Surveys were available to be downloaded in both English and Spanish from the City of Oxnard's Recreation and Community Services webpage (www.oxnardrec.org).
5. An ongoing ad run on City Channel.
6. The survey was announced at City Council, the Senior Services Commission, the Parks, Recreation & Community Services Commission.

Participation Outcome

A total of **1,696** surveys packets were returned. Some of the packets included responses for multiple people; all were accounted for in the entry and analysis resulting in a total of **1,910** returned responses.

Below are percentages of the responder's backgrounds with the majority highlighted:

Age Range		Percent
50 - 59 years of age	483	25%
60 - 69 years of age	704	37%
70 - 79 years of age	453	24%
80 - 89 years of age	216	11%
90 - 99 years of age	38	2%
100 years and older	2	0%
49 and under	7	0%
No Answer	7	0%
Total	1,910	100%

Marital Status		Percent
Married	1,187	62%
Widowed	298	16%
Separated	23	1%
Divorced	180	9%
Never Married / Single	86	5%
No Answer	136	7%
Total	1,910	100%

Ethnic Background*		Percent
Hispanic/Latino	494	26%
Black/African American	81	4%
Native American/Alaskan	30	2%
White/Caucasian	1,038	54%
Asian/Pacific Islander	218	11%
Other/Not specified*	220	12%
Total*	2,081	NA

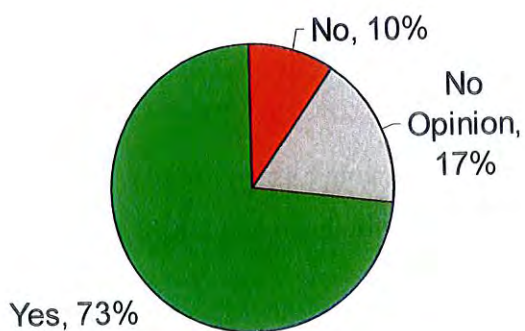
*Respondents were allowed to choose multiple categories

Zip Code		Percent
93030	460	24%
93031	3	0%
93032	0	0%
93033	431	23%
93034	4	0%
93035	509	27%
93036	327	17%
No Answer	176	9%
Total	1,910	100%

Years in Oxnard		Percent
0 - 5	191	10%
6 - 10	106	6%
11 - 15	170	9%
16 - 20	134	7%
21 - 30	261	14%
31 or more	942	49%
No Answer	106	6%
Total	1,910	100%

Survey Analysis and Summary of Responses

The purpose of the analysis for this report is solely for the items pertaining to a potential new Senior Center and/or a refurbished Senior Center. Below is breakdown of the votes for the highest (rating 1) and lowest (rating 5) priority option for the most popular selections. For a complete breakdown of results, please see Exhibit B - Detailed Survey Results.



Does the City of Oxnard need a new state-of-the-art senior center?

Most Popular Selections	Priority	
	High	Low
Cardio Equip	818	232
Computer Lab	784	221
Dance & Aerobics	747	236
Swimming	743	285
Classrooms	682	183
Yoga/Pilates	646	277
Health Room	630	229
Club/Comm Room	602	200
Cards/Table Games	594	318
Banquet/Event/Dance Hall	576	233
Library/Reading Room	573	202
Outdoor Patios	521	227
Meeting Rooms	493	210
Free Weights	480	280
Gardening	470	215
Dining Room	464	223

What are the sixteen most important priorities to the City of Oxnard Seniors?

General criteria for site selection

Location - Centrally located in the City of Oxnard

1. List of sites under consideration with address and distance to City Hall:
 - (1) Sports Park – 2.3 miles
Vacant land;
100 E. Gonzales, corner with Oxnard Blvd.
Lot size: 20.66 Acres; available for construction 4 Acres
 - (2) Wilson Center Park – 0.4 miles
Existing Senior Center;
350 North C Street, Director Fernando Garcia (805) 385-8028.
Lot size 5.69 Acres; area could be made available for an addition: Size TBD
 - (3) Southwest Community Park – 2.2 miles
Vacant land;
2500 W 5th Street, adjacent to Oxnard Airport
Lot size 4.3 Acres; available for construction: 4.3 Acres
 - (4) Campus Park – 0.7 miles
Vacant land;
937 W Fifth Street (former high school).
Lot size 26.59 Acres; available for construction: TBD
 - (5) Oxnard Community Park east – 1.0 miles
Existing Park;
800 Hobson Way, at G street adjacent to Oxnard Community Center.
Lot size: 14.35 Acres (two lots); available for construction: 4.35 Acres (separate lot).
 - (6) Del Sol Park – 1.5 miles
Existing park;
1500 Camino del Sol, at Rose Avenue. It has a large number of uses, and it is well maintained
Lot size 13.4 Acres; available for construction: TBD
 - (7) South Oxnard Center – 3.0 miles
Existing Senior Center;
200 East Bard Road, Director Desire Ventura (805) 385-8042
Lot size 2.65 Acres; available for construction: none
 - (8) Colonia Senior Center – 1 mile (existing Senior Center)
126-B Amelia Court, Director Claudia Valencia (805) 385-8163
Legal lot size 10.53 Acres, limited by existing construction. Available for construction: none

Ownership

1. The land on the sites reviewed in this report is owned by the City of Oxnard.

Utilities

1. Utilities availability (water; sewer; fire hydrants; gas; electricity; telephone; data; cable):
 - (1) Sports Park – inadequate, work needed
 - (2) Wilson Center Park – all available
 - (3) Southwest Community Park – inadequate, work needed
 - (4) Campus Park – inadequate, work needed
 - (5) Oxnard Community Park East – inadequate, work needed
 - (6) Del Sol Park – inadequate, work needed
 - (7) South Oxnard Center – all available
 - (8) Colonia Senior Center – all available

Transportation

- a. By car – parking provided by design for new construction and existing at Senior Centers currently active.
- b. Bicycle, motorcycle parking provided by design.
- c. ADA parking complies with code by design

Transportation (continued)

d. Accessible by public transportation:

(1) Sports Park – Bus lines:

- 4A North Oxnard – Ventura Road
- 14 Esplanade – Nyeland Acres
- 15 Esplanade – El Rio – St. Johns
- 19 Gonzales – Lombard

(2) Wilson Center Park – Bus lines:

- 4B North Oxnard – Ventura Road
- 6 Oxnard – Ventura
- 2 Colonia (within one block)
- 4A North Oxnard – Ventura Road (within one block)
- 3 Southside (within one block)
- 5 Parkwest (within one block)
- 19 Gonzales – Lombard (within one block)

(3) Southwest Community Park – Bus lines:

- 19 Gonzales – Lombard (within one block)

(4) Campus Park – Bus lines:

- 5 Parkwest
- 19 Gonzales – Lombard (within one block)

(5) Oxnard Community Park East – Bus Lines:

- 3 Southside

(6) Del Sol Park – Bus Lines:

- 2 Colonia
- 4A North Oxnard – Ventura Road
- 4B North Oxnard – St Johns

(7) South Oxnard Center – Bus Lines:

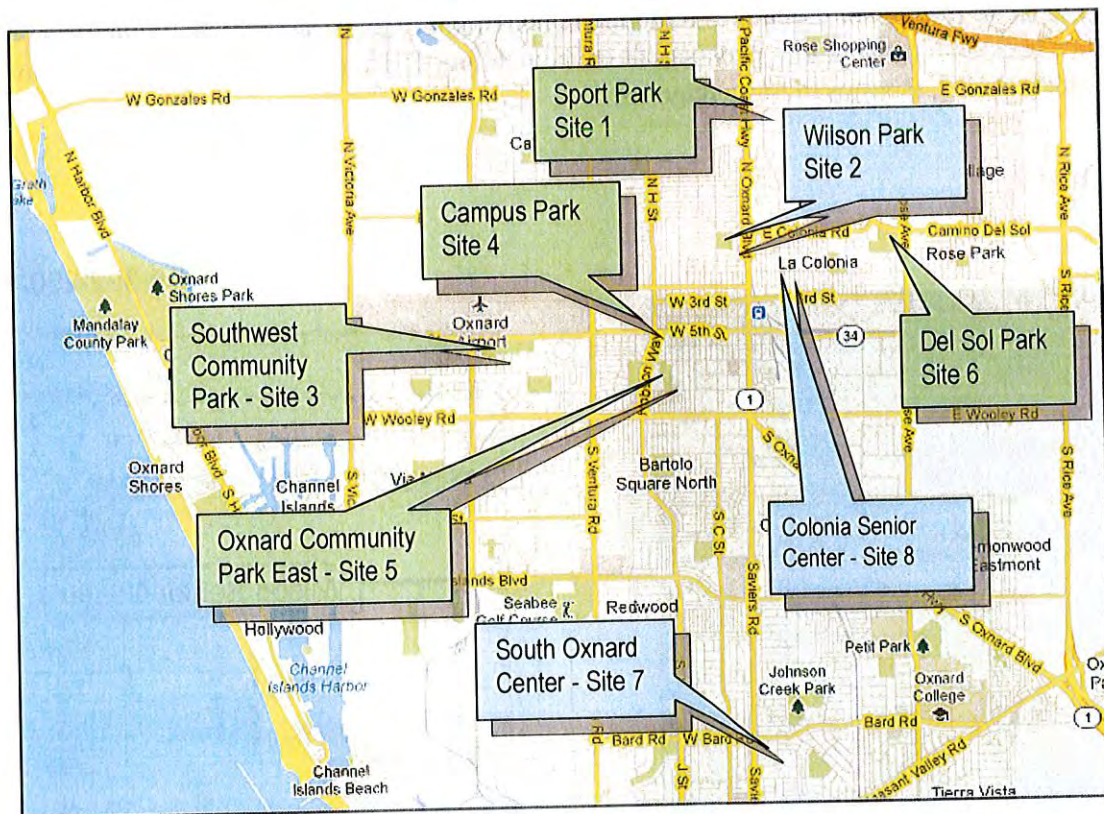
- 1 Port Hueneme – OTC
- 7 South Oxnard
- 8 Oxnard College

(8) Colonia Senior Center – public transportation is available two blocks away and parking is very limited. Senior Center made a request to the city for access to a van.

Analysis of Sites

L&A visited and reviewed information for eight sites preselected by City of Oxnard staff for the purpose of determining which is better suited for design work. Existing Senior Centers are located on the three out of these sites (indicated in blue), while the remaining five are either existing parks or vacant land City of Oxnard owns near a park and would be subject to new construction (indicated in green).

Based on this division the analysis was performed to determine which of the three existing Senior Centers are best suited for renovation – see caption Renovation Sites; and which of the five existing parks, with or without vacant land are best suited for the construction of a New Senior Center. – see caption New Construction Sites.

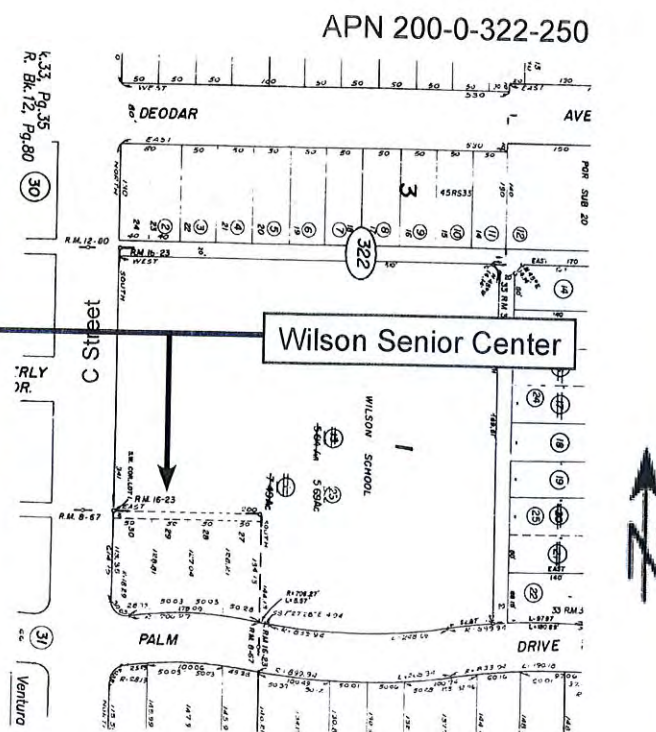


Renovation Site: Wilson Senior Center

Wilson Senior Center (site 2 on the master list), Director Fernando Garcia (805) 385-8028. L&A visited this center on October 22, 2012 and found that:

- This center is centrally located, on 350 N. C Street and it shares the property with Wilson Park.
- APN 200-0-322-250, 5.69 Acres
- The center is intensely used and serves as food delivery service to other centers and seniors' homes as well as serving lunches on premises cooked in its kitchen. It offers a large number of activities: Zumba, Bone Builders exercise, computer lab, knitting, art club, bridge and pinochle groups, services for low vision and arthritis sufferers, etc. and more interests are brought up and groups are forming. Evening classes are scheduled here as well.
- The buildings are in poor condition. At the minimum the center requires repairs and paint. It may also have accessibility violations, as it appears from casual observation.
- It appears that asbestos is present in the building and it must be abated if repairs are done; there is a strong possibility lead is present.
- Plumbing appears to be in need of repair or replacement.

Recommendation: This center requires remodeling and upgrading. Because of its central location and large number of seniors using it, it may benefit from an addition. The accessibility issues if confirmed must be addressed. The asbestos must be removed.



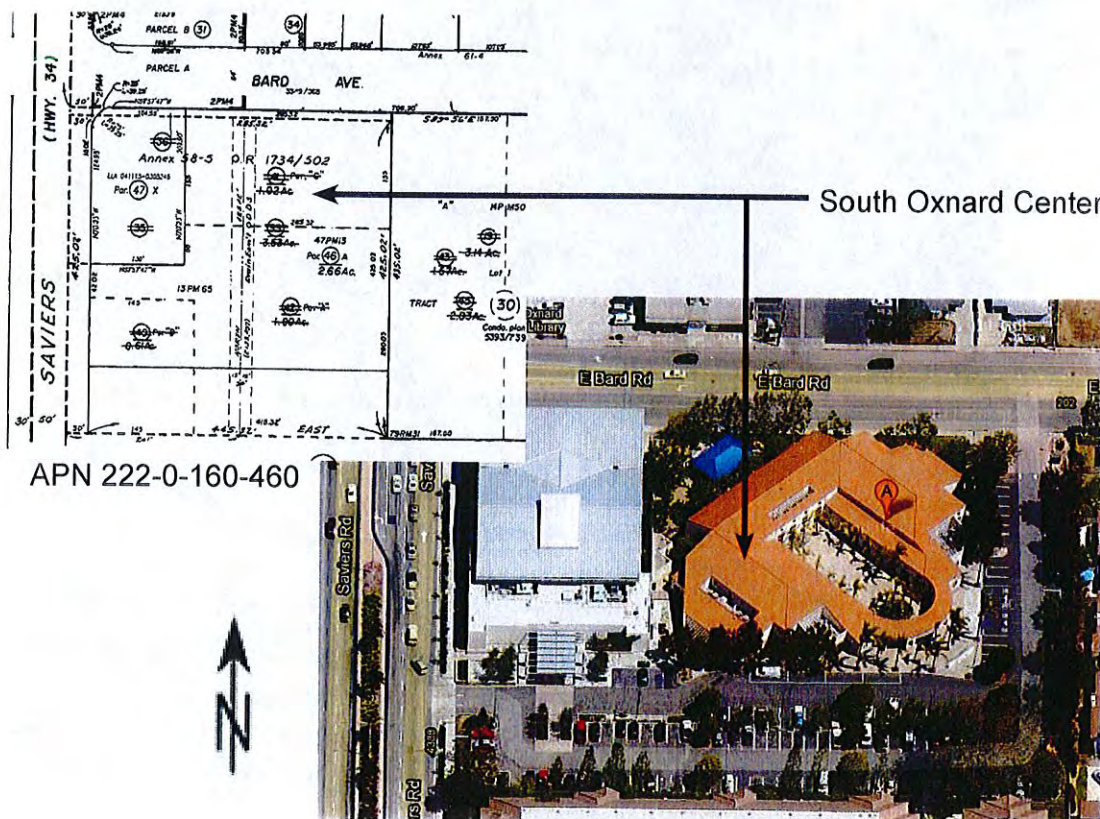


Renovation Site: South Oxnard Center

South Oxnard Center (site 7 on the master list), Director Desire Ventura (805) 385-804. L&A visited this center on October 19, 2012 and found that:

- This center is located at 200 East Bard Road.
- APN 222-0-160-460, 2.65 Acres
- This center is very active and self contained. It features Wii games, exercise, games, coffee social, monthly celebrations, etc.
- It has some difficulty with parking but coordinates scheduling with the library (alternating activities with large participation to share parking).
- It needs directional signs to resolve the confusion in finding functions/activities locations.
- The path of travel and accessibility appears to be in violation. If confirmed, accessibility must be addressed.
- The center is also double used as a Youth Center in the afternoon.

Recommendations: This center does not require remodeling or addition to building area. It requires directional signs and to resolve accessibility issues if confirmed.



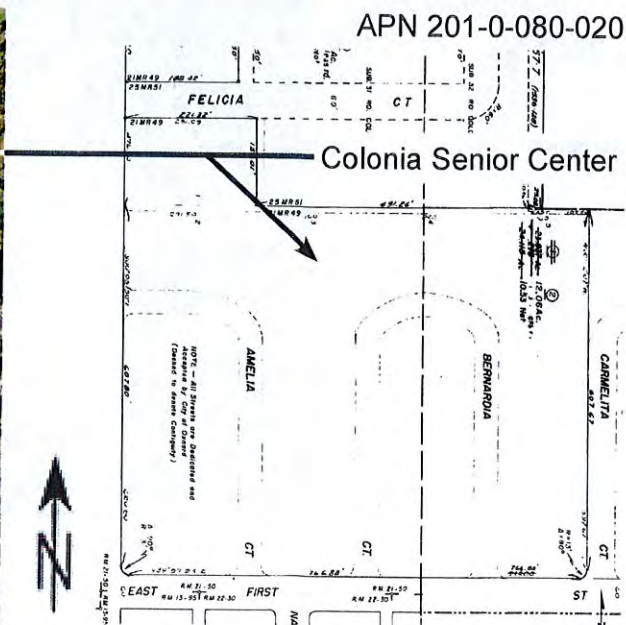
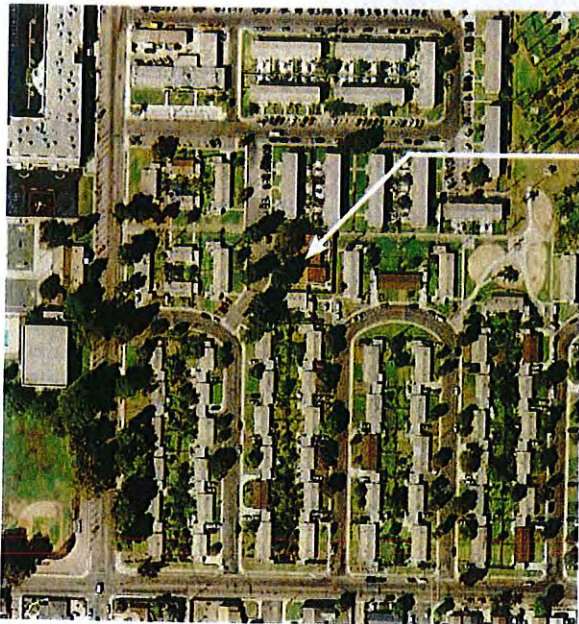


Renovation Site: Colonia Senior Center

Colonia Senior Center (site 8 on the master list) (between Del Sol Park (6) and Colonia Park), Director Claudia Valencia (805) 385-8163. L&A visited this center on October 23, 2012 and found that:

- a. This property is located at 126-B Amelia Court a sub address inside the complex of housing belonging to Oxnard Housing Authority (OHA), with the address listed at 435 South D Street and 1470 E. Colonia Road.
- b. APN 201-0-080-020, 10.53 Acres (a portion of).
- c. This center features a large number of activities and support groups. Its schedule is full with senior talent show, lectures, exercise, games, socials, etc.
- d. The property is owned by the OHA and it is built out. It has been discussed that renovation to the Senior Center will be performed by the OHA.
- e. Access to this center is problematic because:
 - (1) There is not enough land to add parking
 - (2) SCAT cost of \$3/trip is excessive for many seniors and there is a long walk from the bus route. Transportation could be resolved by the use of a van but this would add operational costs.
- f. The main issues for this Center are:
 - (1) Making the kitchen usable by upgrading it to comply with regulatory permit requirements.
 - (2) Upgrade the plumbing.
 - (3) It has potential accessibility violations that if confirmed must be addressed.

Recommendation: This center requires some remodeling and upgrading, at minimum work must be done to comply with code deficiencies, if any confirmed. Because of its problematic access by car or public transportation and the size of the land allocated to this facility, this center does not appear to be a candidate for building size increase, however it should resolve some of the immediate repairs and code deficiencies.



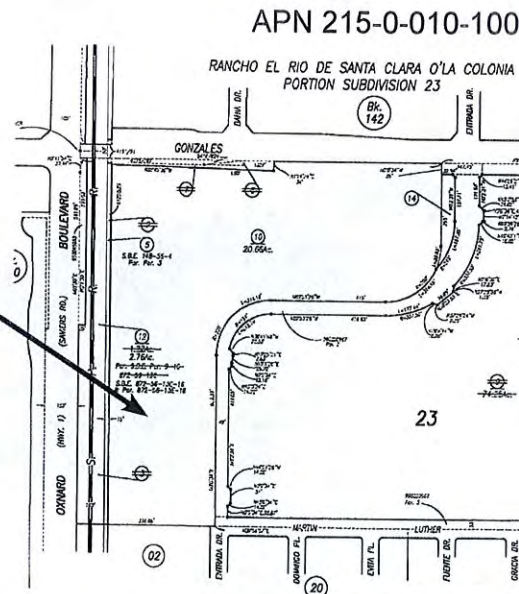


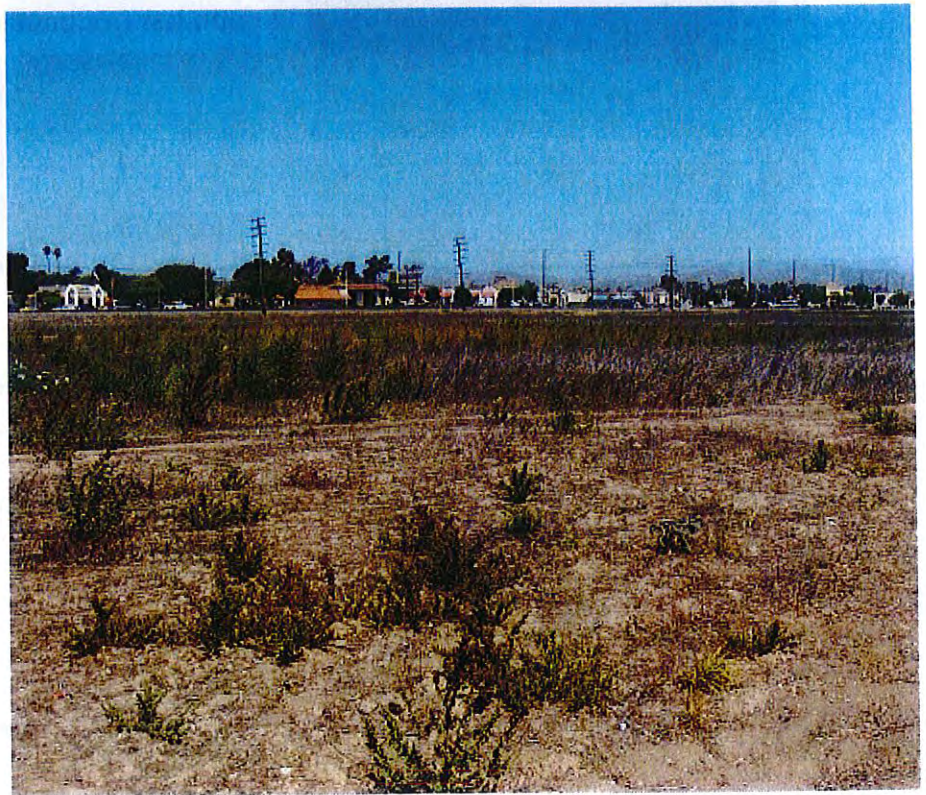
New Construction Site: Sports Park

Sports Park (Site 1 on the master list). L&A visited this site on 8/12/12 and found that:

- This property is located at 100 E Gonzales Road, corner of Oxnard blvd. The access to the site would be from Entrada Drive.
- Distance to Wilson Center is 1.1 mile.
- APN 215-0-010-100; 20.66 Acres.
- Portion of the site may be made available for a new Senior Center. The south end of it would be very appropriate for this use. The southern area does not contain any construction therefore demolition is not needed if a Senior Center is built. It is located near the rail road which may be an acoustical issue for the center.

Recommendation: Because this site is suitable for a new Senior Center due to its location, accessibility, convenience and need, we recommend this site to be considered as one of the three sites for the construction of this center. Final selection to be made by the Senior Services Commission.



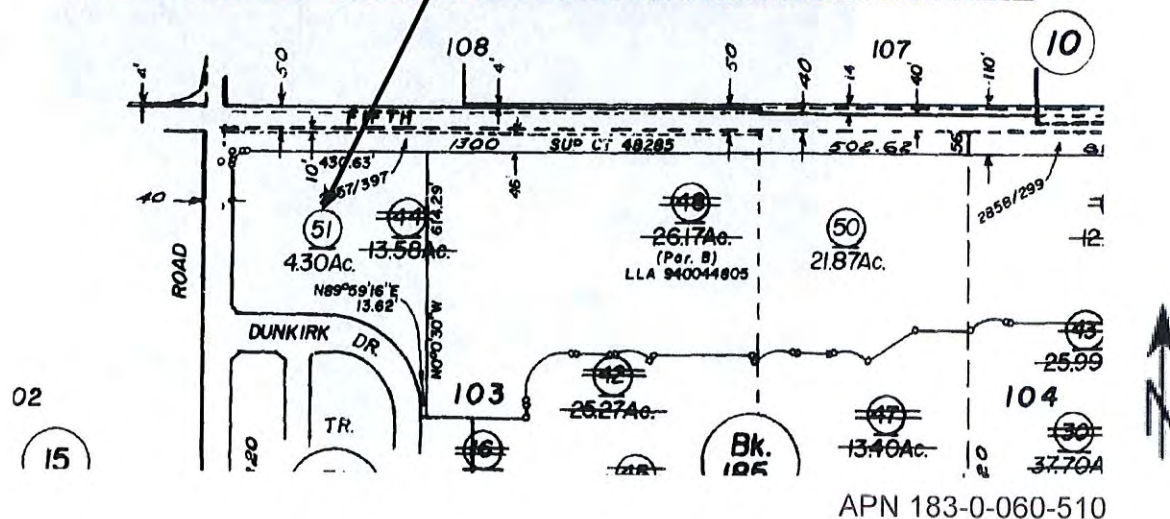
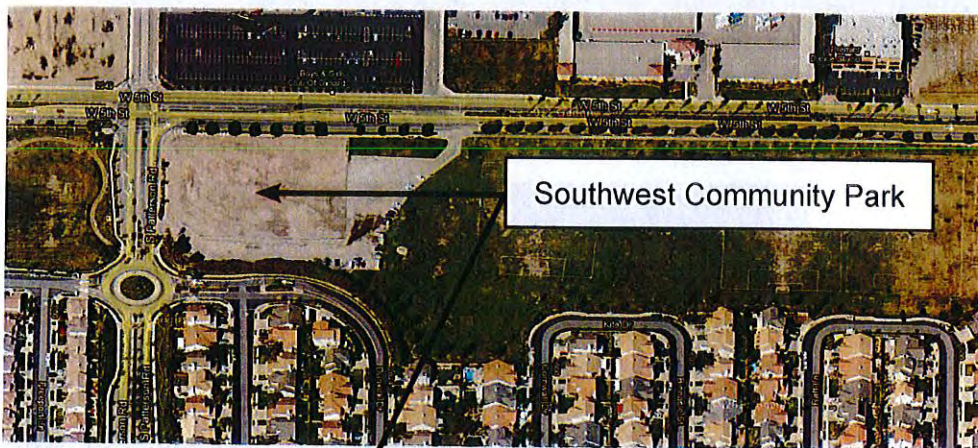


New Construction Site: Southwest Community Park

Southwest Community Park (site 3 on the master list). L&A visited this site on 8/12/12 and found that:

- This property is located at 2500 W. Fifth Street, corner with Patterson Road, adjacent to the Oxnard Airport.
- Distance to Wilson Center is 2.8 miles.
- APN 183-0-060-510; 4.3 Acres.
- The site size of this lot would allow for exterior activities.

Recommendation: This site is suitable for a new center due to the accessibility and convenience. The area is less densely populated than other sites. The proximity to the airport may have adverse affect on outdoor activities and some may object that although not in the flight pattern, it is close to it. This site is recommended as second on the list of preference.



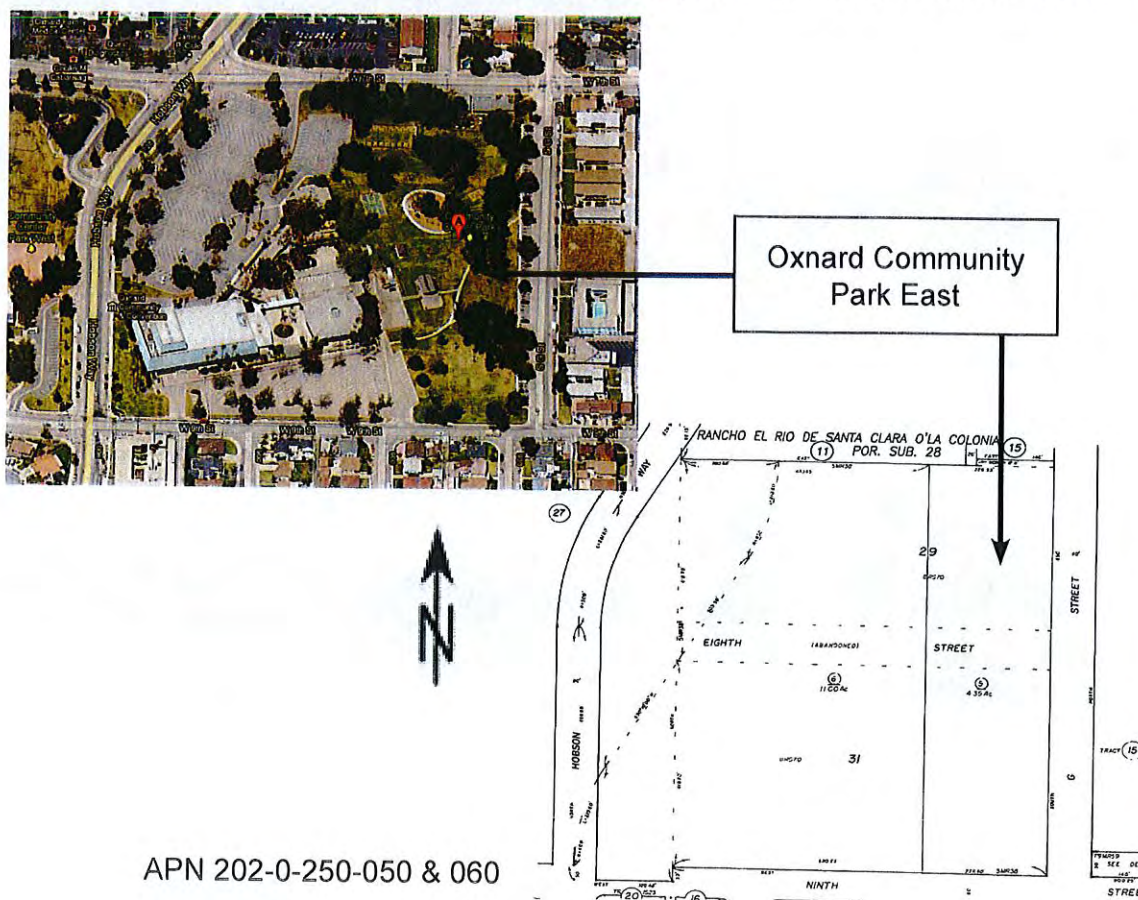


New Construction Site: Oxnard Community Park East

Oxnard Community Park East (site 5 on the master list). L&A visited this site on 8/12/12 and found that:

- a. This property is located on South G Street, corner with Ninth Street and adjacent to the Oxnard Community Center. The listed address is 800 Hobson Way.
- b. Distance to Wilson Center is 1.4 mile.
- a. APN 202-0-250-050 & 060, 11 Acres & 4.35 Acres.
- b. This is an established park with old trees and some buildings. Due to the proximity to the Community and Performing Arts Center, proximity to downtown Oxnard, makes this site a desirable location for a Senior Center. The 4.35 Acres is lined on G street and it is ~226 feet deep making it suitable for the construction of a new Senior Center. With careful designing some trees could be included in the design and preserved.

Recommendation: This site is suitable for a new center due to its location, accessibility, convenience and need. We recommend this site to be considered as one of the three sites for the construction of this center, mainly for the proximity to the Performing Arts Center, but because there would be a number of amenities that would need to be relocated to allow for the construction of a new Senior Center we maintain a reservation. Final selection to be made by the Senior Services Commission.





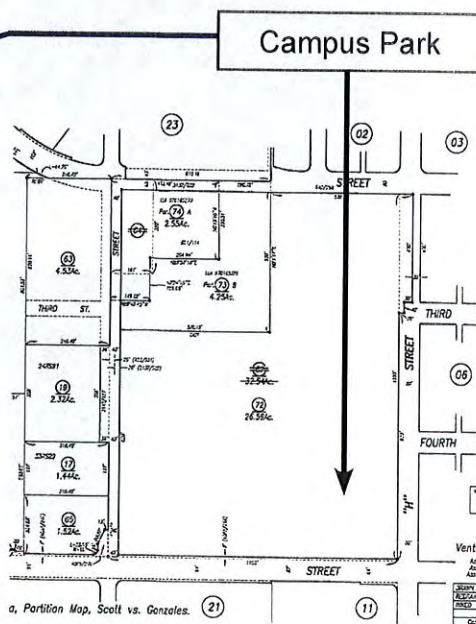
Campus Park (site 4 on the master list). L&A visited this site on 8/12/12 and found that:

- a. This property is located at 937 W Fifth Street, corner with H Street.
- b. Distance to Wilson Center is 1.0 mile.
- c. APN 202-0-010-720, 26.59 Acres.
- d. The site was a former high school and there are still buildings in use on the site. Although the size of the lot would allow for a portion of 2-4 Acres be used for the Senior Center, plans are in progress and funds were voted by the City Council in June 2011 to place on this site a city park through phased work: basketball courts, soccer and baseball fields, a tot lot, parking, a snack bar, restrooms, a skate park and a fitness area.

Recommendation: we do not recommend this site for the construction of a new Senior Center, due to plans in place for the use of this property that would better benefit the citizens of Oxnard.



APN 202-0-010-720



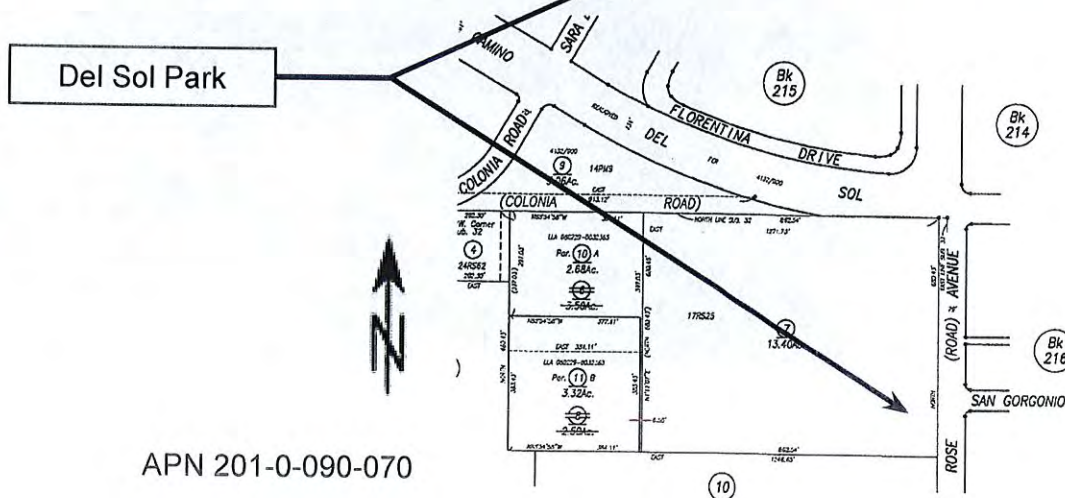


New Construction Site: Del Sol Park

Del Sol Park (site 6 on the master list). L&A visited this site on 8/12/12 and found that:

- a. This property is located on 1500 Camino del Sol, corner with Rose Avenue.
- b. Distance to Wilson Center is 1.4 mile.
- a. APN 201-0-090-070; 13.4 Acres.
- b. This is an established park with amenities for the public in form of play grounds, sport fields, picnic areas. Some of the surface appears to be reserved for flooding as a drainage collector.

Recommendation: The site is large enough, and if there were no other options it could be considered for the construction of a new Senior Center. This study had the task to select three sites and this one would be the fourth by suitability considerations, therefore it is not recommended as the site for new construction.





Conclusion

The city of Oxnard obtained input, via survey sent to all Oxnard inhabitants aged 50 and over, on the seniors' decision whether or not they would desire a new Senior Center to be built in Oxnard. Based on that, L&A analyzed eight sites owned by the City and recommended for the analysis by the staff.

Out of the three sites in use as Senior Centers the Wilson Center was selected as the site to be remodeled or both remodeled and increased in size. It was not the task of this investigation to determine the scope of this task.

Out of the five sites vacant near a park or used as a park, three sites were selected as best suited for the construction of a new Senior Center:

- Sports Park
- Southwest Community Park
- Oxnard Community Park East

This selection was presented for review to the Senior Services Commission of Oxnard in a meeting held on April 9th. Per their letter dated April 15, 2013, the commission expressed their desire to select the site at Southwest Community Park.

The exhibits with the schematic building massing were prepared for this site and attached as Exhibit D.

Exhibit A

Surveys

(English and Spanish)



Senior Center Survey

The following survey is being distributed at the request of City of Oxnard's Senior Services to solicit your input with regards to the priority of the types of amenities you would like offered and / or available at your local Senior Center.

Please complete the following and return by no later than **FRIDAY, DECEMBER 7, 2012.**
Return address provided on the final page of this survey.

**** Required Fields. All other fields are optional but are appreciated.**

Name(s) (First & Last): _____ ****Age(s):** _____

Marital Status: ☐ Married ☐ Widowed ☐ Separated ☐ Divorced ☐ Never Married / Single (50+ only)

Ethnic Background: ☐ Hispanic/Latino ☐ Black/African American ☐ Native American/Alaskan
☐ White Caucasian ☐ Asian/Pacific Islander ☐ Other: _____

Street Address: _____ ****ZIP:** _____

Years Living in Oxnard: ☐ 0-5 ☐ 6-10 ☐ 11-15 ☐ 16-20 ☐ 21-30 ☐ 31 or more

I agree that Oxnard needs a new state-of-the-art senior center: ☐ Yes ☐ No

(For each person 50+ in the household, please circle a Priority ranking for each of the following)

Category

Priority Scale

1 = high / low = 5

	1	2	3	4	5
ARTS, CRAFTS & CULTURAL:					
▪ Ceramics (with Kiln)	1	2	3	4	5
▪ Knitting / Sewing	1	2	3	4	5
▪ Piano	1	2	3	4	5
▪ Painting	1	2	3	4	5
GAMES, HOBBIES & COMPUTERS:					
▪ Cards / Table Games (Bingo, Bridge, Mahjong, etc)	1	2	3	4	5
▪ Cue Sports (Pool, Snooker, etc)	1	2	3	4	5
▪ Horseshoes	1	2	3	4	5
▪ Puzzle Tables	1	2	3	4	5
▪ Shuffle Board	1	2	3	4	5
▪ Table Tennis / Ping Pong	1	2	3	4	5
▪ Wii	1	2	3	4	5
SPORTS, DANCE & FITNESS					
▪ Badminton	1	2	3	4	5
▪ Base/Softball	1	2	3	4	5
▪ Basketball	1	2	3	4	5
▪ Bowling	1	2	3	4	5
▪ Cardio Equipment (treadmills, stationary bikes, etc)	1	2	3	4	5
▪ Dance & Aerobics	1	2	3	4	5
▪ Free weights	1	2	3	4	5
▪ Putting Green	1	2	3	4	5
▪ Swimming	1	2	3	4	5
▪ Yoga / Pilates	1	2	3	4	5

Category

Priority Scale

1 = high / low = 5

SPACES:	1	2	3	4	5
▪ Banquet / Event / Dance Hall	1	2	3	4	5
▪ Classrooms (Academic Groups, learning, language & training)	1	2	3	4	5
▪ Computer Lab (personal use and training)	1	2	3	4	5
▪ Club / Community Room (visiting, socializing, coffee)	1	2	3	4	5
▪ Dining Room	1	2	3	4	5
▪ Gardening	1	2	3	4	5
▪ Health Room (for check-ups, etc)	1	2	3	4	5
▪ Kitchen / Demo Kitchen	1	2	3	4	5
▪ Library / Reading Room	1	2	3	4	5
▪ Meeting Rooms (Social Groups, Discussions and Activities)	1	2	3	4	5
▪ Media Room (TV and movies)	1	2	3	4	5
▪ Member Art Displays	1	2	3	4	5
▪ Music / Choir Rooms (instrumental practice)	1	2	3	4	5
▪ Outdoor Patios	1	2	3	4	5
▪ Stage / Theatre	1	2	3	4	5
PERSONAL / OTHER:					
▪ Check which existing Centers you currently attend and/or participate at: ☐ Wilson Senior Center ☐ Colonia Senior Center ☐ South Oxnard Center					
▪ Do you have internet access: ☐ Yes ☐ No Used for: ☐ Internet ☐ E-mail ☐ Other: _____					
▪ What type of organized services or group activities do you currently participate in, volunteer for and/or would like to have available to you: (Check all that apply).					
○ Physical Exercise: (swimming, bike riding, Yoga)	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Entertainment/Cultural: (movies, theater, art)	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Academic Groups & Services: (discussion groups, language classes, teaching, skills, language)	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Social Services: (peer/supportive counseling)	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Professional Services: (legal, tax, insurance)	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Cultural Services: (musical/theater entertainment)	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Computer Services: (database, data entry, teaching):	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Library Services:	☐ Currently Involved	☐ Volunteer for	☐ Interested		
○ Emergency Preparedness: (CERT, DART, VIP)	☐ Currently Involved	☐ Volunteer for	☐ Interested		
▪ The following keeps me from volunteering my services (check all that apply): ☐ No Interest ☐ Transportation Costs ☐ Health ☐ No Time ☐ N/A; I volunteer					
▪ What is your current and primary form of transportation: ☐ Drive Yourself ☐ Public Transportation ☐ Walk ☐ Ride with Family/Friend ☐ Taxi ☐ Bicycle					
▪ What issues are important to you (check all that apply): ☐ Health ☐ Housing ☐ Transportation ☐ Social ☐ Fitness ☐ Finance ☐ Life Skills ☐ Volunteering					

■ In regards to your future, please rate the importance of each of the following concerns (1 = most; least = 5)					
○ Affordable Housing:	1	2	3	4	5
○ Caring for Children/parents:	1	2	3	4	5
○ Financial Planning:	1	2	3	4	5
○ Personal Health/Safety:	1	2	3	4	5
○ Social Activities and New Friends:	1	2	3	4	5
○ Transportation:	1	2	3	4	5
○ Volunteering in the Community:	1	2	3	4	5
○ Other (explain):	1	2	3	4	5
■ I need assistance with: (check all that apply) ☐ Will/Trust ☐ Physical Crime ☐ Power of Attorney ☐ Medicare Benefits ☐ Identity Theft ☐ Property Crime ☐ Financial Debt ☐ Social Security Benefits ☐ Fraud/Financial Abuse ☐ Advance Directive for Health Care					
■ Other Comments and/or Concerns: _____ _____					
Please return your survey via mail and/or hand-delivery to the below-listed: City of Oxnard Senior Services (Wilson Center) / 350 North C Street / Oxnard 93030 Or to designated drop-boxes at the following locations: ■ Colonia Senior Center / 126-B Amelia Court / Oxnard, CA 93030 ■ South Oxnard Center / 200 E. Bard Road / Oxnard, CA 93033					

Additional copies of this survey can be found at the above locations and online at the address below.

A meeting will be held to present the findings of this survey, solicit additional information and to provide progress of the proposed project. Please visit the Senior Services website at: <http://www.oxnardrec.org/seniors> or provide your information below to receive updates and meeting notifications.

For future meetings, please check which days and times work best for you: (Check all that Apply)

- ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday
☐ 8AM to 10AM ☐ 10AM to 12PM ☐ 1PM to 3PM ☐ 3PM to 5PM ☐ 5PM to 7PM

Should you wish to receive updates regarding this proposed project, please provide your email address to which you would like to receive future notifications:

Email: _____

We will not sell or otherwise distribute your personal information.



Encuesta Respecto al Centro para Adultos Mayores

Le estamos enviando esta encuesta a solicitud de la División de Servicios a Adultos Mayores de la Ciudad de Oxnard para que usted comparta con nosotros el tipo de actividades, servicios y tipo de instalaciones que a usted le gustaría tener en su Centro para Adultos Mayores local.

Le agradeceremos que complete la encuesta y nos la regrese a más tardar **[10 días de la fecha de envío]**.
 Por favor envíe o devuélvala en cualquiera de las direcciones que le proporcionamos al final de esta encuesta.

**** Respuestas Obligatorias.** Todas las demás son opcionales pero le agradeceremos sus respuestas.

Nombre(s) y Apellido(s): _____ ****Edad(es):** _____
 (50+ solamente)

Estado Civil: ☐ Casado ☐ Viudo ☐ Separado ☐ Divorciado ☐ Nunca Casado / Soltero

Grupo Étnico: ☐ Hispano/Latino ☐ Negro/Africano Americano ☐ Nativo Americano/Alaska

☐ Blanco ☐ Asiático/ Islas del Pacífico ☐ Otro: _____

(Nombre y número de la Calle)

Domicilio: _____ ****Código Postal:** _____

Años Viviendo en Oxnard: ☐ 0-5 ☐ 6-10 ☐ 11-15 ☐ 16-20 ☐ 21-30 ☐ 31 ó más

Estoy de acuerdo que Oxnard necesita un nuevo Centro para Adultos Mayores moderno y de avanzada: ☐ Si ☐ No

(Para cada persona de 50+ en el hogar, favor de marcar con un círculo el nivel de prioridad para cada uno de las siguientes categorías)

Categoría **Escala Prioridad**
1 = alto / bajo= 5

ARTES, ARTESANÍAS y CULTURA:					
▪ Cerámicas (con horno para cerámica)	1	2	3	4	5
▪ Tejido/Costura	1	2	3	4	5
▪ Piano	1	2	3	4	5
▪ Pintura	1	2	3	4	5
JUEGOS, AFICIONES y COMPUTADORAS:					
▪ Cartas/Barajas/Juegos de Mesa (Lotería, Naipes, Mahjong, etc.)	1	2	3	4	5
▪ Billar, Snooker, etc.	1	2	3	4	5
▪ Lanzamiento de Herraduras	1	2	3	4	5
▪ Rompecabezas	1	2	3	4	5
▪ Shuffle Board	1	2	3	4	5
▪ Tenis de Mesa / Pin Pon	1	2	3	4	5
▪ Wii	1	2	3	4	5
DEPORTES, BAILE & BUEN ESTADO FÍSICO					
▪ Bádminton	1	2	3	4	5
▪ Beisbol/Softball	1	2	3	4	5
▪ Básquetbol	1	2	3	4	5
▪ Boliche	1	2	3	4	5
▪ Equipo de Cardio (treadmill, bicicleta estacionaria, etc.)	1	2	3	4	5
▪ Baile y Aeróbicos	1	2	3	4	5

Categoría

Escala Prioridad

1 = alto / bajo= 5

▪ Pesas	1	2	3	4	5
▪ "Putting Green" prado para práctica de Golf	1	2	3	4	5
▪ Natación	1	2	3	4	5
▪ Yoga / Pilates	1	2	3	4	5
ESPACIOS:					
▪ Banquete / Eventos / Salón de Baile	1	2	3	4	5
▪ Salones para Clases (Grupos Académicos, enseñanza, idiomas y entrenamiento)	1	2	3	4	5
▪ Laboratorio de Computación (uso personal e instrucción)	1	2	3	4	5
▪ Club / Salón Social (visitas, socializar, café)	1	2	3	4	5
▪ Comedor	1	2	3	4	5
▪ Jardinería	1	2	3	4	5
▪ Sala de Salud (para examen medico, etc.)	1	2	3	4	5
▪ Cocina / Cocina de Demostraciones	1	2	3	4	5
▪ Biblioteca / Salón de Lectura	1	2	3	4	5
▪ Salones para Juntas (Grupos Sociales, Discusiones y Actividades)	1	2	3	4	5
▪ Salón Medios de Comunicación (TV y películas)	1	2	3	4	5
▪ Exposición de Arte de los Miembros	1	2	3	4	5
▪ Música / Salones de Coro (ensayo con instrumentos musicales)	1	2	3	4	5
▪ Patios exteriores	1	2	3	4	5
▪ Foro / Teatro	1	2	3	4	5
PERSONAL / OTROS:					
▪ Marque los Centros a los cuales actualmente va y ó participa: ☐ Wilson Sénior Center ☐ Colonia Sénior Center ☐ South Oxnard Center					
▪ Tiene acceso al internet: ☐ Si ☐ No Usado para: ☐ Internet ☐ E-mail ☐ Otro: _____					
▪ Actualmente en que tipo de servicios organizados ó actividades de grupos participa, es voluntario y/ó le gustaría que se ofrecieran: (Marcar todo que aplique).					
○ Ejercicio Físico: (nadar, pasear en bicicleta, Yoga)	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Entretenimiento/Cultural: (películas, teatro, arte)	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Grupos Académicos & Servicios: (grupos de discusión, clases de lenguaje/idioma, enseñanza, aptitudes)	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Servicios Sociales: (consejería por colega/ de apoyo)	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Servicios Profesionales: (legal, impuestos, seguro)	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Servicios Culturales: (entretenimiento musical/teatral)	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Servicios de Computación: (base de datos, entrada de datos, enseñanza):	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Servicios de Biblioteca:	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
○ Preparación para Emergencia: (CERT, DART, VIP)	☐ Actualmente Involucrado ☐ Voluntario ☐ Interesado				
▪ Lo siguiente me evita poder prestar mis servicios como voluntario (marcar todo que aplique): ☐ Falta de Interés ☐ Costo del Transporte ☐ Salud ☐ Falta Tiempo ☐ N/A; Soy voluntario					
▪ Actualmente cual es su método de transporte:					
☐ Conduce (maneja)	☐ Transporte Público	☐ Camina			
☐ Viaja con un pariente/amigo	☐ Taxi	☐ Bicicleta			

▪ Qué asuntos son importantes para usted (marcar todo que aplique): ☐ Salud ☐ Vivienda ☐ Transporte ☐ Social ☐ Bienestar Físico ☐ Finanzas ☐ habilidades Sociales ☐ Ser Voluntario					
▪ En cuanto a su futuro, califique en orden de importancia cada uno de los siguientes (1 = mayor; menor = 5)					
○ Vivienda Razonable:	1	2	3	4	5
○ Cuidado de Niños/padres:	1	2	3	4	5
○ Asesoría/Planificación Económica:	1	2	3	4	5
○ Salud/Seguridad Personal:	1	2	3	4	5
○ Actividades Sociales y Nuevas Amistades:	1	2	3	4	5
○ Transporte:	1	2	3	4	5
○ Participar como Voluntario en la Comunidad:	1	2	3	4	5
○ Otro (explique):	1	2	3	4	5
▪ Yo necesito asistencia con: (marque todo lo que aplique) ☐ Testamento/Fideicomiso ☐ Crimen Físico ☐ Crimen de Propiedad ☐ Beneficios Medicare ☐ Robo de Identidad ☐ Carta Poder ☐ Deuda Económica ☐ Beneficios del Seguro Social ☐ Abuso /Fraude Financiero ☐ Declaración de Voluntades anticipadas					
▪ Otros Comentarios y/o Asuntos de interés: _____ _____					
Favor devuelva su encuesta por correo y/o llévela personalmente a: City of Oxnard Senior Services (Wilson Center) / 350 North C Street / Oxnard 93030					
O a los buzones especiales en las siguientes localidades: ▪ Colonia Senior Center / 126-B Amelia Court / Oxnard, CA 93030 ▪ South Oxnard Center / 200 E. Bard Road / Oxnard, CA 93033					

Puede encontrar copias adicionales de esta encuesta en las localidades anteriores y en línea en
<http://www.oxnardrec.org/seniors>

Se llevará a cabo una junta para presentar los resultados de esta encuesta, solicitar información adicional y para hacerle saber como va avanzando el proyecto propuesto. Lo invitamos a visitar nuestro sitio internet <http://www.oxnardrec.org/seniors> o usted puede darnos su información en seguida para que le enviemos las notificaciones de las juntas y para mantenerlo al corriente.

Para futuras juntas, favor de marque los días y horas mejores para usted: (Indique todas las que apliquen)

- ☐ lunes ☐ martes ☐ miércoles ☐ jueves ☐ viernes
☐ 8AM a 10AM ☐ 10AM a 12PM ☐ 1PM a 3PM ☐ 3PM a 5PM ☐ 5PM a 7PM

Si desea recibir información relacionada con este proyecto propuesto, favor de proporcionarnos su domicilio electrónico al cual desea recibir los avisos futuros:

Email: _____

No venderemos ni de manera alguna distribuiremos su información personal.

Exhibit B

Detailed Survey Results

Item	Priority					Average	Priority 1					Priority 2	Priority 3	Priority 4	Priority 5	No Response
	Highest	<	----->	Lowest			(Highest)									
Cardio Equipment (treadmills, stationary bikes, etc)						2.16	818					274	176	105	232	305
Computer Lab (personal use & training)						2.18	784					319	188	111	221	287
Classrooms (Academic Groups, learning, language & training)						2.20	682					363	226	112	183	344
Dance & Aerobics						2.25	747					305	229	107	236	286
Swimming						2.32	743					253	225	82	285	322
Health Room (for check-ups, etc)						2.34	630					313	250	105	229	383
Library / Reading Room						2.36	573					370	251	132	202	382
Club / Community Room (visiting, socializing, coffee)						2.36	602					305	288	132	200	383
Yoga / Pilates						2.42	646					303	233	121	277	330
Banquet / Event / Dance Hall						2.43	576					304	263	127	233	407

Item	Priority					Average	Priority 1 (Highest)	Priority 2	Priority 3	Priority 4	Priority 5 (Lowest)	No Response
	Highest <----->				Lowest							
Outdoor Patios						2.46	521	348	268	129	227	417
Meeting Rooms						2.46	493	379	294	134	210	400
Gardening						2.54	470	359	335	162	215	369
Cards / Table Games (Bingo, Bridge, Mahjong, etc)						2.57	594	276	263	138	318	321
Dining Room						2.57	464	317	322	159	223	425
Kitchen / Demo Kitchen						2.57	440	362	344	138	227	399
Free weights						2.69	480	247	293	184	280	426
Media Room						2.69	410	309	360	177	245	409
Stage / Theatre						2.76	391	306	356	181	270	406
Painting						2.81	444	254	317	170	343	382

Item	Priority					Average	Priority 1 (Highest)	Priority 2	Priority 3	Priority 4 (Lowest)	Priority 5	No Response
	Highest	<----->	Lowest									
Music / Choir Rooms (instrumental practice)						2.84	355	286	367	205	279	418
Knitting / Sewing						2.93	406	236	343	168	387	370
Member Art Displays						2.95	276	261	408	243	246	476
Table Tennis / Ping Pong						2.97	320	260	356	204	323	447
Wii						2.98	375	230	274	171	388	472
Bowling						2.98	320	273	338	210	336	433
Puzzle Tables						3.00	327	239	360	202	342	440
Ceramic (with Kiln)						3.00	374	226	336	164	406	404
Putting Green						3.06	317	225	314	204	367	483
Cue Sports (Pool, Snooker, etc)						3.08	294	263	296	187	389	481

Item	Priority					Average	Priority 1 (Highest)					Priority 2	Priority 3	Priority 4	Priority 5 (Lowest)	No Response
	Highest	<----->	----->	Lowest												
Piano						3.18			326	183	298	203	451	449		
Shuffle Board						3.25			186	240	374	236	362	512		
Horseshoes						3.28			213	220	335	231	402	509		
Badminton						3.31			213	180	360	211	413	533		
Basketball						3.55			167	143	315	262	484	539		
Base/Softball						3.56			154	154	332	242	497	531		

Exhibit C

Architectural Program

Architectural Program for Oxnard Senior Center:

A. General criteria:

1. ADA compliance throughout
2. Preferable one story:
 - a. Window views while seated
 - b. Physical ease of access to outdoor activities
 - c. Without elevator cost and maintenance
3. If two story, provide:
 - a. Seating at stairways
 - b. Elevator
4. Heating and Ventilation:
 - a. Throughout heating and air-conditioning (AC may not be needed in Oxnard; this determination will be made during design with client and mechanical engineer.)
 - b. Provide separate thermostat controls in selected program areas
5. Utilities
 - a. Electrical power sufficient to service:
 - (1) Kitchen appliances and equipment
 - (2) Kiln (if provided)
 - (3) Power machines (for wood working, other)
 - (4) Audio-visual-data
 - (5) Conveniently located outlets – waist high
 - (6) Intensified lighting but without glare and additional lighting in crafts area for depth perception.
 - (7) Fire alarms
 - b. Gas (to be used if available at the selected site.)
 - c. Cable, telephone, data
 - d. Water: domestic use, landscape, fire sprinklers, fire hydrants.
6. Acoustics
 - a. Sound control in activity rooms (finishes)
 - b. Investigate problems with hearing aids in large areas (individual head phones where microphones are used)
 - c. Special equipment for hearing impaired patrons.
7. Safety
 - a. Flooring – slip proof

- b. No raised door thresholds inside the building.
- c. Draft control
- d. Simple circulation between program areas.
- e. Handrails along corridors
- f. Minimum 6' wide corridors
- g. Parts of equipment installed on walls not to project into path of travel for safety
- 8. Color
 - a. Use color for space identification and safe exit direction
 - b. Use light and bright interior colors. Avoid institutional character.
- 9. Storage
 - a. Provide storage for each program
 - b. Provide general storage for seating and equipment for the multi use rooms

B. Space considerations identified by survey of the senior population in Oxnard, ages 55 and up:

1. List of potential rooms in the Senior Center building:

<u>The space</u>	<u>SF / person</u>	<u>Min. SF</u>
Entry/Reception (allow for intensive activities)	20	150
Banquet / Events / Dance / Dining (with dance floor, stacked seating, space for buffet, bar, DJ, 140 tables)	15	2,000
Quiet games, Lounge & Library (+book stack area, tables, couches)	35	800
Noisy room (TV, games, socials)	35	1,000
Club Community Room (exercise, Pilates, socials)	35	1,000
Meeting / Multi purpose rooms and/or classrooms	25	TBD
Computer Lab	25	1,000
Offices min 3 persons	80-130	
Health room / first aid / private consultation / nurse	50	200-300 150
Kitchen and storage (recommended for banquet room)		1,600

<u>The space (cont.)</u>	<u>SF / person</u>	<u>Min. SF</u>
Various Storages	-	400
Toilets	-	240 per sex
Various service rooms (electrical, server, janitor, etc.)		TBD
Circulation	20-25% of total area	
Potential building size		12,000 – 15,000 SF
Outdoor activities	location and size TBD	
The survey identified Gardening & outdoor patio		
Assumed lot size to cover parking and landscape needs		2 Acres

2. Description of use, design and proximity requirements for the spaces provided:

a. Entry Lobby / Reception:

- (1) Use: access to information and direction. Used by all. Design to allow for more intensive use during activities in the banquet room.
- (2) Design to be open and friendly and clearly marked with directions to activities
- (3) Proximity to:
 - (a) Coats closet or lockers if provided.
 - (b) Main multi purpose rooms
 - (c) Restrooms
- (4) Provide:
 - (a) Counter or window to office for receptionist
 - (b) Directional signs
 - (c) Center map
 - (d) Video surveillance
 - (e) Stand with brochures, schedules and announcements

b. Banquet / Events / Dance Hall / Bingo – Multi purpose use:

- (1) Use: Conferences and presentations, dance events, large participation in games (bingo), movies, performances by members or invited artists, banquets, events with dining. Used as scheduled, with attendance as capacity allows. It can be income generated if rented out.
- (2) Design to:
 - (a) Allow 140 seated attendees. Approximately 2,500 SF.
 - (b) Allow night (off hours) activities without keeping the rest of the center open.

(3) Proximity to:

- (a) Entry/reception.
- (b) Kitchen
- (c) Health room
- (d) Program supervisor
- (e) Restrooms

(4) Provide:

- (a) Storage for stacked tables and chairs; other equipment.
- (b) Acoustical treatment
- (c) Video surveillance and alarm system
- (d) Video / Sound system with access to data and smart screen or capability to add.

c. Quiet Lounge & Library:

(1) Use: reading, writing (paper at table or computers), relaxing, tables for quiet games, other activities that would not disturb the quiet nature of this use.

(2) Design to :

- (a) Allow use by 16-20 users.
- (b) Potentially allow access to a patio if the exterior is a quiet area of the site.
- (c) Potentially provide a fire place (to be determine later by desing).
- (d) Make it self-contained lounge area.

(3) Proximity to:

- (a) Entry/reception, but not necessary adjacent.
- (b) Restrooms, but not necessary adjacent.

(4) Provide:

- (a) Comfortable chairs, armchairs and tables.
- (b) Counter with computers (2 minimum)
- (c) Controlled lighting for brightness and glair;
- (d) Shelves with books, audio books with headphones (Wi-Fi)
- (e) Storage for stacked tables and chairs
- (f) Storage or cabinet for games suited for quiet environment (chess, dominoes, cards) and puzzles

d. Noisy room, TV, shared with some activities:

(1) Use: watch TV (1), conversation, socials, play cards, play pool (3-4 tables).

(2) Design to:

- (a) Allow use by 10-12 users.

(b) Potentially allow access to a patio.

(c) Be a self-contained lounge area.

(3) Proximity to:

(a) Club – Community Room

(b) Entry/reception, but not necessary adjacent.

(c) Restrooms, but not necessary adjacent.

(4) Provide:

(a) Comfortable chairs and tables, and some folding.

(b) Shelving for movies, games, other.

(c) Storage for stacked tables and chair.

e. Club Community Room

(1) Use: scheduled activities – exercise, Pilates, Yoga, small parties, meetings, socializing, coffee, active games.

(2) Design to:

(a) Allow use by 24-30 users.

(b) Allow for an open and flexible space for different arrangement suited to the various activities.

(c) Potentially allow access to a larger patio.

(d) Make it self-contained lounge area.

(3) Proximity to:

(a) Entry/reception, but not necessary adjacent.

(b) Could be one with the room designated as noisy.

(c) Health room but not necessary adjacent.

(d) Restrooms, but not necessary adjacent.

(4) Provide:

(a) Make stacked chairs available and a movable counter for social events.

(b) Flat screen TV.

(c) Lockers (20-30), small size, stacked.

(d) Drinking fountain H-L.

(e) Storage for stacked tables and chairs.

f. Meeting rooms / classrooms

(1) Use: in several different rooms

The survey suggests that certain activities that are part of other Senior Centers were of no interest to the Seniors that responded in Oxnard. These activities include grouped as (1) music (choral, ensembles, instruments, practice, listening) and digital video and photography;

(2) woodworking or metal crafts, arts (ceramics, painting, watercolor, sculpture; basketry, paper, leather); and (3) general use: computer arts, discussions, needlework, weaving and rug making.

We recommend that the design should include at least three classrooms to be used as the participants deem necessary.

(2) Design to:

- (a) Allow use by 12-24 users per classroom. For gatherings larger than capacity, the activities can be scheduled in the other, larger rooms.
- (b) Minimum of 2-3 classrooms in addition to the activities listed as indentified by the survey:
 - (i) Computer lab and computer art;
 - (ii) Discussion, Support and Social Groups
- (c) Activities suited to share rooms will work around scheduled times and may be interchangeable.
- (d) Storages may be assigned to individual classrooms or, with some exceptions, combined into one.

(3) Proximity to:

- (a) Refrigerator (or vending machines) for cold drinks and coffee counter.
- (b) Restrooms, but not necessary adjacent.

(4) Provide:

- (a) The classrooms:
 - (i) Computer lab to accommodate 20-30 persons for training and use. Provide counters for a minimum of 12 users; controlled lighting for glare; and the necessary equipment and furniture.
 - (ii) Discussion, support ad Social Groups room to accommodate up to 20 people. Provide folding chairs and tables, flat screen, audio equipment.
- (b) Storage needs for the classes for which the survey showed preference:
 - (i) Computer lab and computer art – spare parts in locked cabinets;
 - (ii) Discussion, Support and Social Groups – furniture storage that can be shared with other classrooms.
- (c) If the classes not suggested by the survey are included in part or all, below are the suggested space needs for storage for each activity, in each class or centrally located to the classrooms:
 - (i) Music digital media – store instruments, music stands, sheet music; furniture; video and sound equipment.
 - (ii) Woodwork, metal / jewelry craft - storage for tools, workbenches, heating equipments for jewelry, lockers, slop sink, paint closet, exhaust system, cleaning equipment, chairs, etc;

- (iii) Arts ceramics and sculpture – storage for clay; counters for art in progress, tools;
- (iv) Arts paper/canvas/leather (painting, watercolor, crafts) – drawers for flat art materials; cabinets for supplies (easels, paint, brushes, cleaners, paper rolls, coals, pencils, erasers).
- (v) Needle work and rug making – storage for yarn, patterns, instruction manuals;
- (d) Special requirements for these added uses:
 - (i) Music digital media – sound proof room; computer and wall mounted flat screen(s) with video and sound; convenient outlets for equipments, tables, desks, chairs, music stands, file cabinets, CDs, DVDs.
 - (ii) Woodwork, metal / jewelry craft – sound proof; in-room water; floor drains, heating equipments for jewelry, lockers, slop sink, paint closet, exhaust system, cleaning equipment, chairs, etc; make room spacious to allow movement around machines; convenient outlets for power tools.
 - (iii) Arts ceramics and sculpture – sinks, racks, chairs, tables, bins, display cabinets, lockers. Orient room for natural light from north.
 - (iv) Arts paper/canvas/leather (painting, watercolor, crafts) – sinks, tables, chairs, counters, copiers, a computer and flat screen. Orient room for natural light from north.
 - (v) Needle work and rug making – space for the rug making equipment, natural light from north or east, a computer and flat screen;

g. Administration.

- (1) Use: administration offices for staff, spaces for volunteers, health room with visiting nurse for emergencies, private consultation if offered, in form of medical, psychiatric, counseling, housing, health & nutrition, employment, other.
- (2) Suggested staff for the purpose of programming for design:
 - (a) Director
 - (b) Program coordinator
 - (c) Assistant
 - (d) Nutritionist and kitchen staff
 - (e) Maintenance
 - (f) Volunteers
 - (g) Visiting: nurse, counsels, training providers, lecturers
- (3) Design to:
 - (a) Minimum of 4 (12x12') private office.
 - (b) Additional 2 offices (12x12') for private consultations if offered. Classrooms or the health room could be scheduled for this activity
- (4) Proximity to:
 - (a) Reception – one of the offices to have a window out into the lobby.

- (b) Kitchen to supervise deliveries.
- (c) Restrooms, but not necessary adjacent.
- (5) Provide:
 - (a) Office furniture: desks, chairs, file cabinets, computers and monitors, book shelves, copier(s).
 - (b) First aid room: cot, table, chairs, potentially a private toilet with sink, screens, shelves, locked emergency medical cabinet, etc.
 - (c) Consultation rooms: couches and tables.
 - (d) Storage for office supplies.
- h. Kitchen** for on site activities, meals to seniors on site and portable food service for home bound seniors.
 - (1) Use: cooking and baking, commercial kitchen – for the purpose of this document a full commercial kitchen is proposed. Alternatively, this can be replaced with smaller warming kitchen where food is prepared elsewhere and brought in to be warmed up before serving.
 - (2) Design to:
 - (a) For commercial kitchen:
 - (i) To serve a banquet room for 100 patrons the size is approximately 1,600 SF including storage.
 - (ii) Comply with the requirement for finishes, ventilation and plumbing per CBC 2010 code and Ventura Co. Environmental Health.
 - (b) For warming (catering) kitchen.
 - (i) Warming prepared food capabilities.
 - (ii) Not defined as a commercial kitchen, has mainly staging and prep areas, with spaces for warming carts, tables, and coolers/freezers. No prep, cooking or baking done in a warming kitchen. It requires a hood and fire protection just as a commercial kitchen. The hood may be non-commercial if approved by EH agency. Most likely it would still need a grease interceptor.
 - (iii) Serving dishes and cutlery could be disposable, brought in by the caterer or owned by the center and stored on premises (if stored, dishwashing required).
 - (iv) Cafeteria system of serving.
 - (3) Proximity to:
 - (a) Banquette/Dining room.
 - (b) Lounge for snack ease of serving and special events
 - (c) Loading zone for deliveries.
 - (d) Restrooms, but not necessary adjacent.
 - (4) Provide:
 - (a) For commercial kitchen (warming kitchen, similar):

- (i) Dry storage, utensils, pots and pans, plates; refrigerated storage; freezer. Cabinets for food, dishes, pots and pans – 63” H max, no lower than 27” for easy access.
 - (ii) Floor drain(s)
 - (iii) Adequate ventilation, exhaust system.
 - (iv) Preparation areas for greens and meats; baking area.
 - (v) Commercial hood, grease interceptor, fire extinguishing system, dishwashing areas, preparation with washing areas, etc.
 - (vi) Sinks for different functions as required.
 - (vii) Clearing station(s).
 - (viii) Serving station(s).
 - (ix) Beverage dispensers, coffee urns
- i. Dining Room –doubles as banquet room.
- j. Storage, maintenance, services.
 - (1) Storage
 - (a) For convenience provide storage at each area of need.
 - (b) If central storage required locate strategically to most areas (kitchen storage separate).
 - (c) Access to the exterior loading zone.
 - (2) Maintenance: Janitor room
 - (3) Services
 - (a) Provide server room with adequate temperature control.
 - (b) Provide electrical room as required by electrical engineer.
 - (c) Mechanical equipment and system.
 - (d) Fire fighting equipment and system.
- k. Toilets.
 - (1) For comfort it is recommended to have minimum two groups of multi-stalls toilets and several unisex (one at the health room) located in strategic areas.
 - (2) Provide multiple stalls Men’s and Women’s or unisex, all fully accessible.
- l. Circulation:
 - (1) Is approximately 20-25% of the total building area.
 - (2) Provide min 6’ wide corridors, 8’ preferred, with walk rails. No obstructions.
 - (3) Directional signs and color recognition for specific areas.
- m. Optional services (*determine if provided to finalize the design requirements*)
 - (1) Vending machines
 - (2) Beauty and barber – requires special room and setting. Not identified in the survey. TBD if provided.

n. Outdoor activities.

- (1) Gardening – identified as a desired activity. Size and location YBD for the specific site for design.
- (2) Swimming pool – identified as a desired activity. TBD if this will be considered as an organized trip to another location with a swimming pool or a pool would be build together with the new center.
- (3) This Games have been marked as unwanted by the survey – Badminton; Horseshoe; Softball; Basketball; Cricket; Putting green;

o. Parking – per city ordinance and as it fits the selected site.

- (1) Parking ratio for Senior Centers – 250 SF of gross building size per space; and 35 SF/space for assembly rooms.
- (2) Parking stall size is 9x18' with 25' drives, 5' planted islands at every 10 spaces or less.
- (3) One parking stall with its circulation takes approximately 350 SF of space.

C. As part of the interviews with the City Staff it was pointed out that at the time this center is actually designed to be build at the selected location, it would be advisable adding an administration office area for the Senior Service Special Population Division. This wing, not included in the conceptual schematic design would consist of two private offices, an office area for a staff of four, a conference room, small lunch room and a private restroom. It is anticipated that an area of approximately 1,300 SF should be added to the building for these functions. Also the Banquet room may be increased to 240 seats rather than 140 as shown in the exhibits, with an ~1,500 SF added. Decisions are pending.

D. Other project requirements:

1. Topographical and property survey for the selected site.
2. Soils investigation and report.
3. Civil engineering - drainage and grading plans, required documentation and reports.
4. Other considerations:
 - a. Ease access to public transportation or shuttle(s) on premises.
 - b. Tree preservation for mature park sites.
 - c. Demolition needed for sites with amenities.
 - d. **Cost:** Total cost is **\$7,065,000** and it includes the magnitude of construction cost below, plus three 10% contingencies of \$544,000 for: (1) construction; (2) management, permits, fees; and (3) design.

Magnitude of cost for a New Senior Center	Building area	Cost		Building size range in SF	
				11,000	14,300
Building	range	250	\$/SF	2,750,000	3,575,000
Paving	57,200	8	\$/SF	457,600	431,200
Landscape	11,440	5	\$/SF	57,200	57,200
Park and Fields	91,300	15	\$/SF	1,369,500	1,369,500
Total				\$ 4,634,300	\$ 5,432,900

Add offices for SSSPD*	1,300	250	\$/SF	cost within the range above
Add 100 seats in Banquet room	1,500	250	\$/SF	cost within the range above

*Senior Services Special Population Division

Item	Room description	Location, remarks	#s	unit	SF per unit	Area in SF
a. Reception area:						
Entry (public at mid-peak use)		central - accessible from all services	10	pers.	20	200
Reception		at entry	2	pers.	64	130
Coats storage - not provided		at reception lobby	1	rooms	50	0
b. Banquet / Events / Dance Hall / Bingo / Dining - Multi purpose						
14 tables for 10 (6' diam.) - next size down 110 at 11 tables		near lobby, kitchen, restrooms	140	pers.	15	2,100
Space for DJ, dance floor, buffet, bar		raised or flat	1	space	800	800
Storage for stacked furniture (10% of room size)		140 chairs, 14 tables, cloth	1	rooms	210	210
c. Quiet Lounge						
Quiet: library, writing, internet surfing, chess, checkers (in one or several rooms)		acoustically treated for sound absorption	20	pers.	35	700
d. Noisy, TV, some games						
Noisy: conversation, TV, music, small parties, meetings; pool tables		acoustically treated for sound transmission, some private rooms	10	pers.	35	350
e. Community Room						
exercise, rehearsals, Pilates		near restrooms	30	pers.	50	1,500
f. Meeting rooms and/or classrooms*						
Computer lab		counters for computers	30	pers.	25	750
Training / Meetings		in one or more rooms	30	pers.	25	750
Discussion, support and social groups		furniture, flat screen	20	pers.	25	500
g. Administration Offices:						
Director		centrally located	1	pers.	144	150
Program supervisor		adjacent to director	1	rooms	144	150
Secretary + 2 volunteers		adjacent to director	3	pers.	64	200
Health room / private consultation, first aid room - nurse		near exit for emergencies	1	rooms	300	300
h. Kitchen & non kitchen storage						
Kitchen, including food and utensils storage		near banquet, loading zone	1	area	1,400	1,400
j. Storage area		only if additional storage required	1	rooms	200	200
k. Toilets						
Two multi stall Man + Women		public - near lobby + one more group	4	rooms	240	960
Unisex toilets		nurse, near offices, crafts, one more	4	rooms	50	200

Item	Room description	Location, remarks	#s	unit	SF per unit	Area in SF
I. Other						
	Electrical room		1	rooms	40	40
	Mechanical room		1	rooms	80	80
	Server room	temperature control	1	rooms	150	150
	Janitor		1	rooms	80	80
m	Circulation 20% of total area					
			1	20%		2,400

Spaces removed from Architectural Program based on survey

(f.) Meeting rooms and/or classrooms*						
	Music, small assemblies, listening (not provided)	storage: instruments; sheet music	24	pers.	35	0
	Needle work and rug making (not provided)	space for equipment	10	pers.	30	0
	Crafts: wood/metal works* (not provided)	in noisy part of the building	20	pers.	35	0
	Arts Ceramics and sculpture (not provided)	storage: clay and tool	12	pers.	35	0
	Arts painting, leather crafts (not provided)	art drawers and supplies	20	pers.	35	0
(i.) Dining		same as banquet	0	pers.	25	0
n Optional items						
	Beauty and Barber	could use space in any areas	1	rooms	100	
	Vending machines	in rooms already accounted for				
o. Outdoor activities						
	Gardening (provide if site large enough)	desired by more than 52% surveyed				
	Swimming (pool, or organized trip to pool)	desired by more than 55% surveyed				
	Games: Badminton; Horseshoe, softball; cricket; putting	desired by less than 30% surveyed				
p. Site: Parking, Landscape						Site SF
	Spaces at 250SF of building /space	350 SF of site per each parking space	41	space	paved	14,200
	Spaces at 35SF for assembly		123		paved	43,000
	Landscape per ordinance; shown at 10% of site (20% of prkg)				planted	11,440
	Total outdoor land required (approximately)	not including games, outdoor activities				68,640
		All inclusive	1.90 Acres	site total		82,940
*total area depicts minimum recommended SF						Total building area 14,300

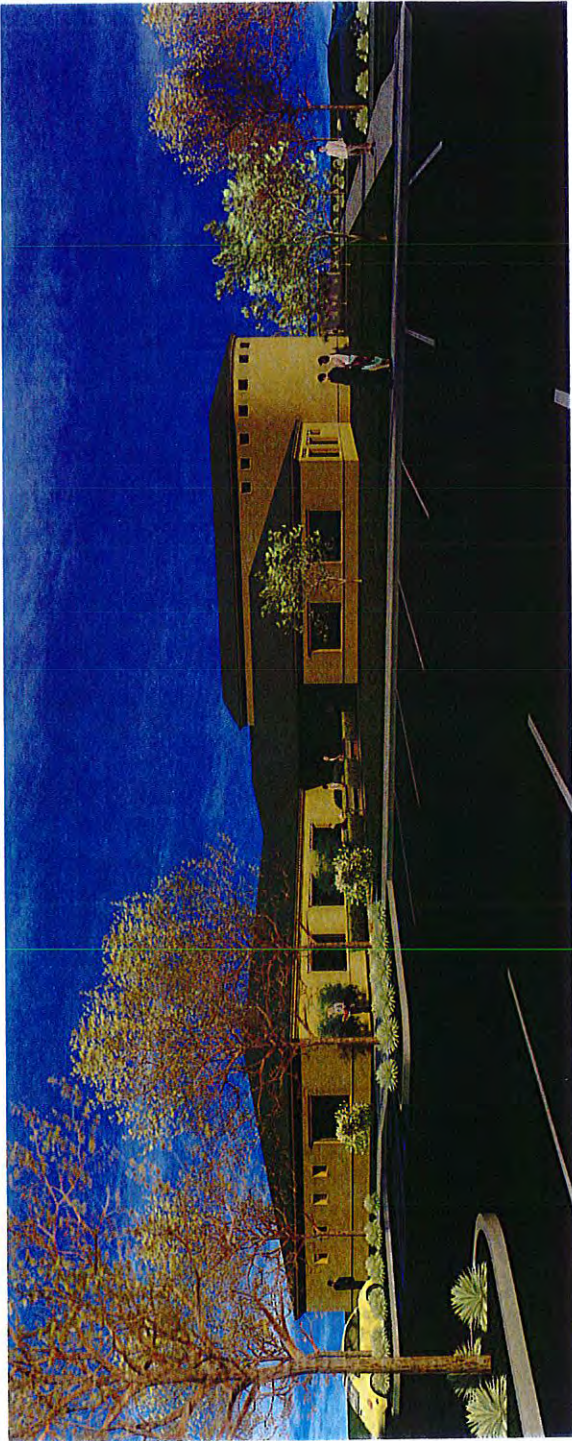
Exhibit D

Building Massing on Selected Site

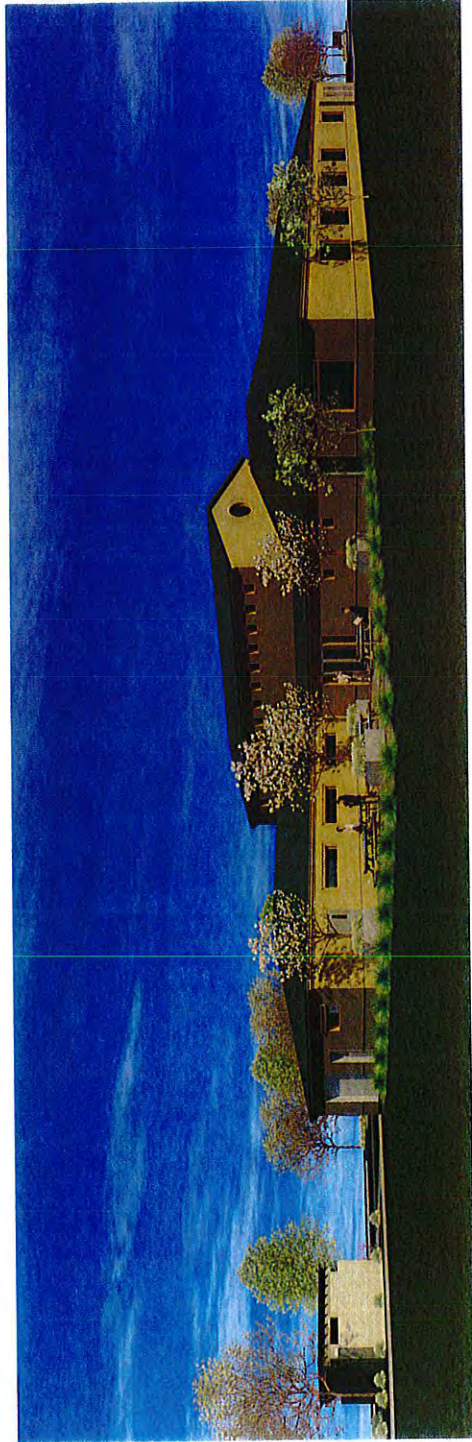
Unfold to view Map

Two perspective views of the building massing

From northwest
Views the main entry from
the parking

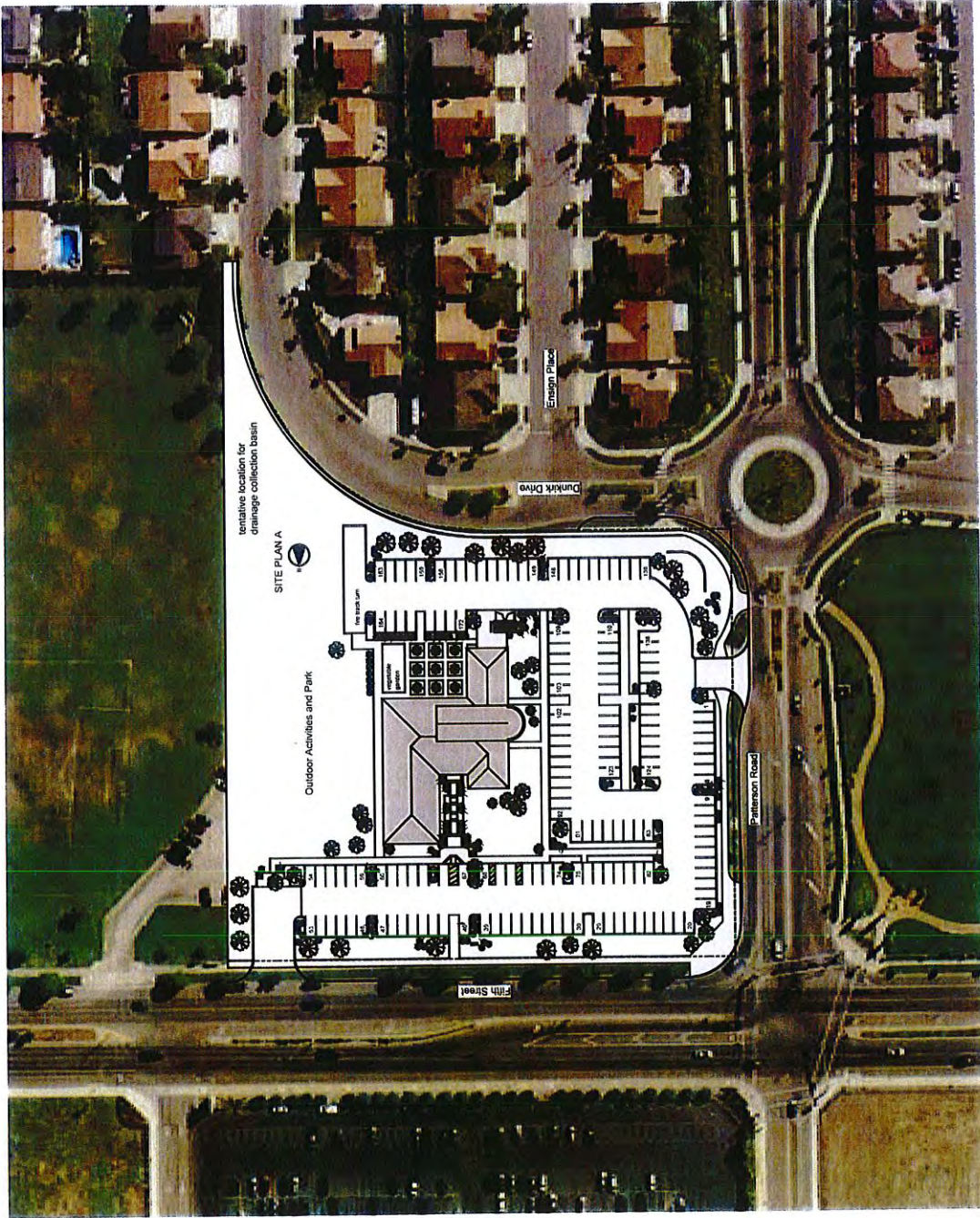


From southeast
Views the patio off
the banquet room



Unfold to view Map

Site Plan A



Features

The vehicular access is from Patterson Road and Fifth Street, the second one an established curb cut.

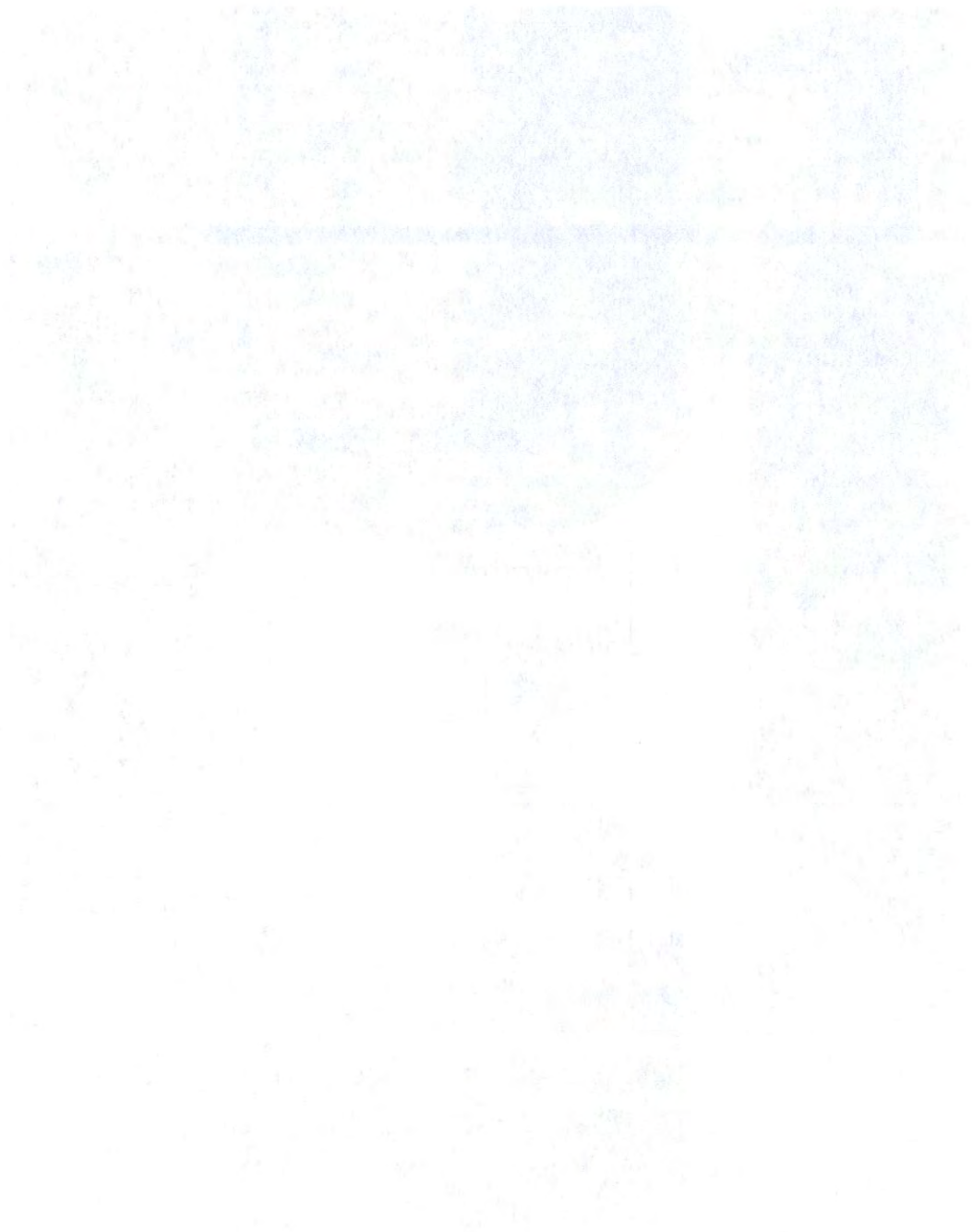
The outdoor activities are concentrated on the east side, facing the park to the east. At that location the land could be assigned to be used solely by the activities related to the new Senior Center or be accessible by the public at large as a public park.

The building is a welcoming presence at the corner of two streets and it is surrounded by ample green space.

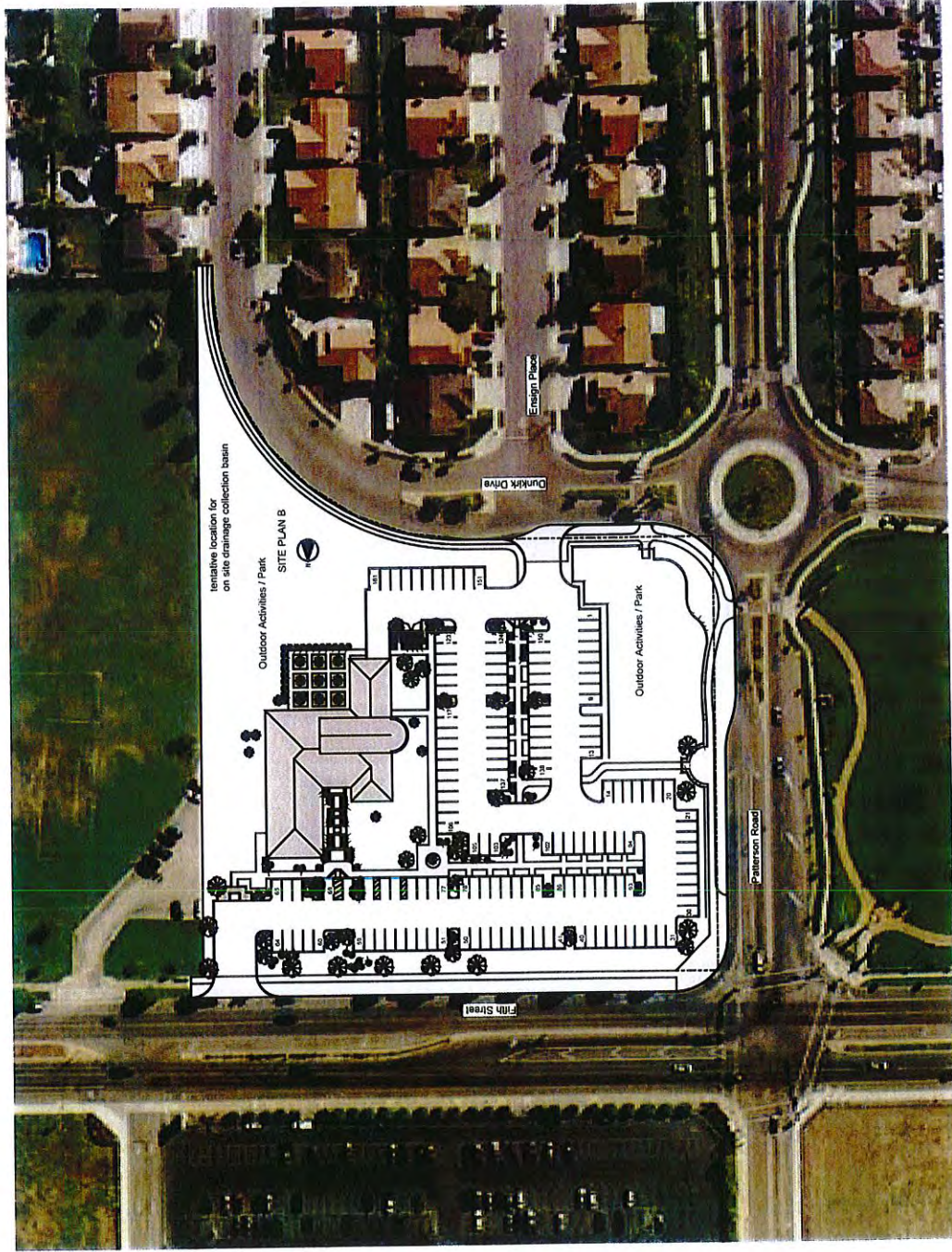
The entrance is clearly defined and the services are hidden.

This site has a natural space for on site collection of drainage water.

Unfold to view Map



Site Plan B



Features

One of the vehicular accesses from Fifth Street, while the other is from Dunkirk Drive, where it intersects with Ensign Place

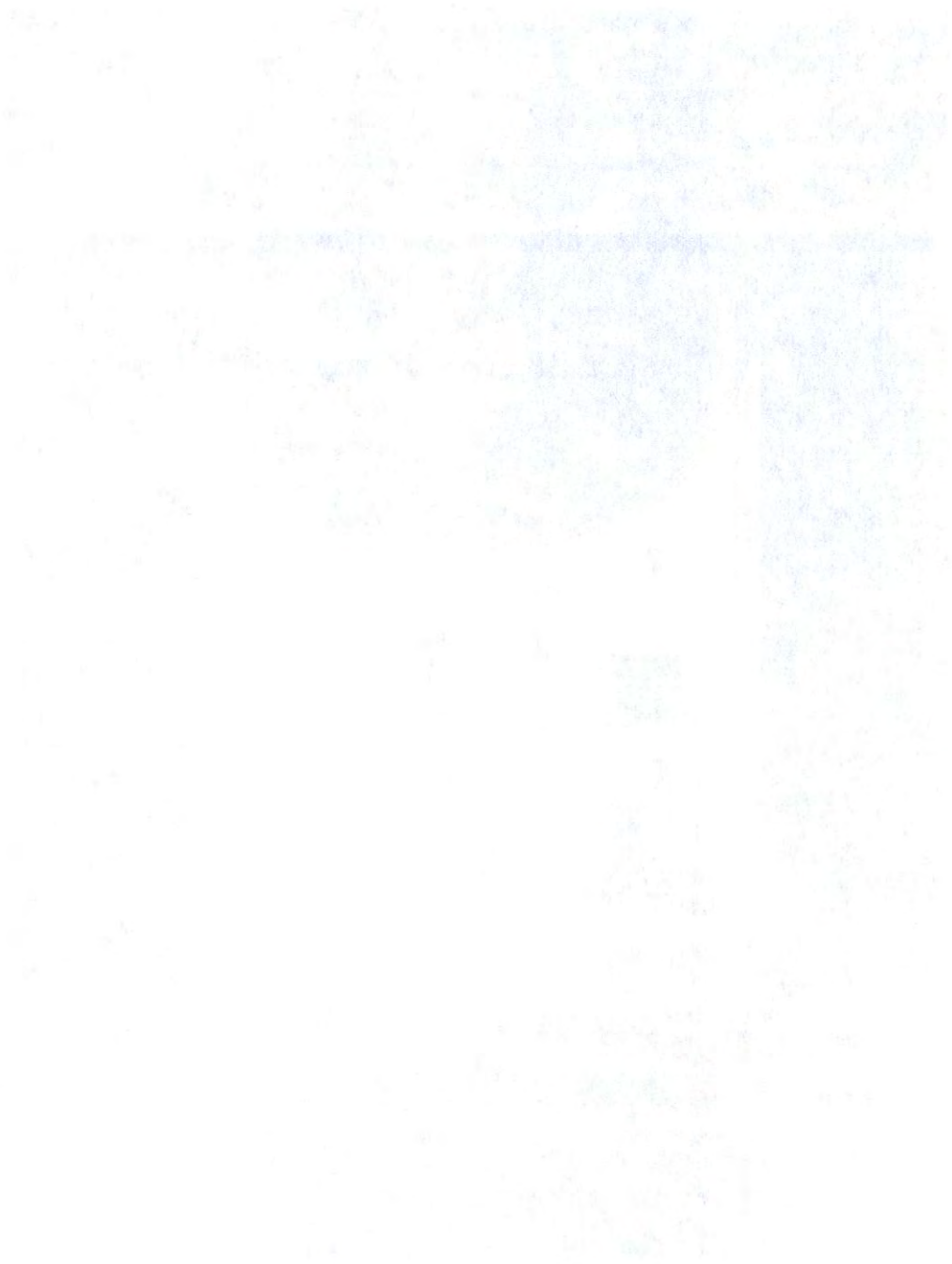
The outdoor activities area is divided into two sections. One section located east of the property and the other section located southwest of the property. In this configuration one of them could be assigned to solely be used by the seniors using the center, while the other shared with the public.

The building is a welcoming presence on Fifth Street and it is surrounded by ample green space.

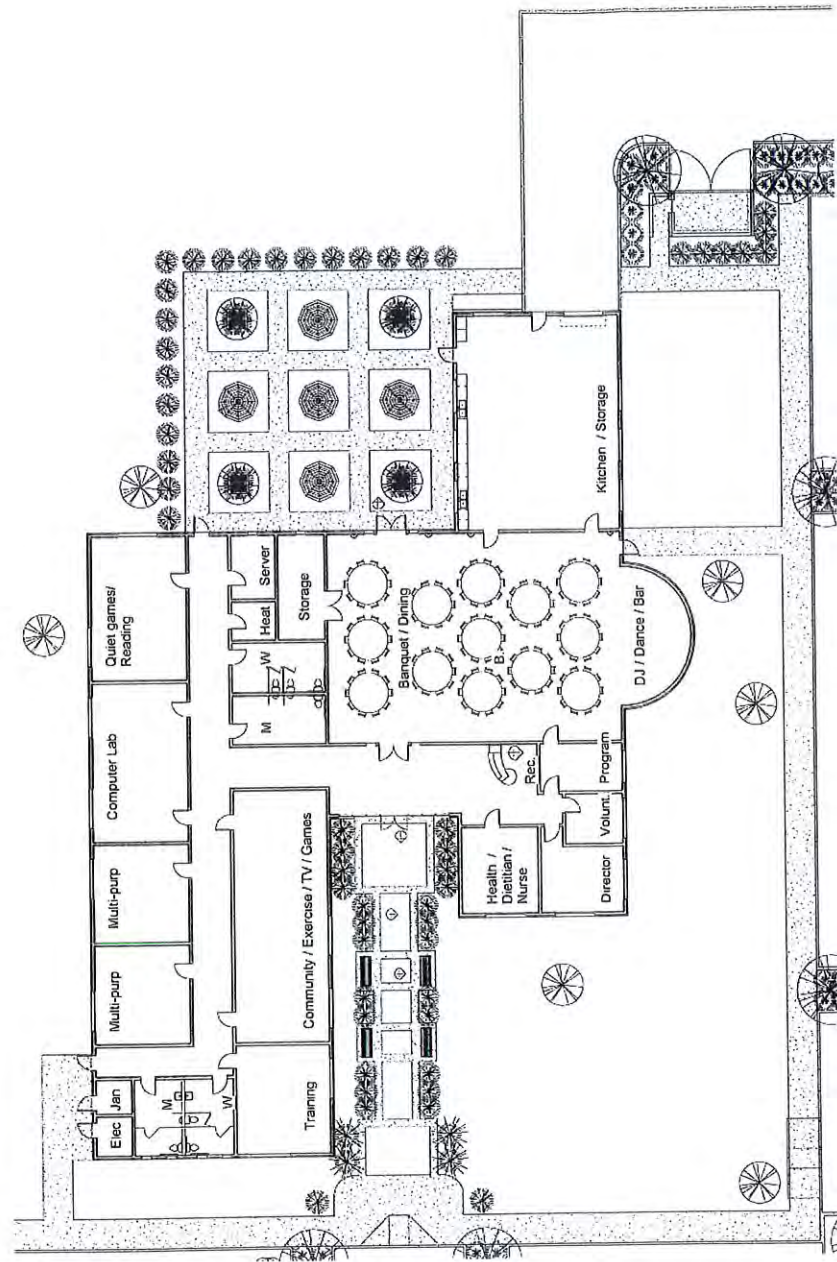
The entrance is clearly defined and the services are hidden.

This site has a natural space for on site collection of drainage water.

Unfold to view Map



Conceptual Floor Plan



Features

The schematic floor layout features the activities favored by the seniors as represented in the survey returns as well as spaces required by code and best architectural practices for such a facility.

The rooms' designations are interchangeable and flexible to some degree.

The banquet room seats 140 people at tables and it features storage for the tables and chairs to allow the room to become an auditorium or be used for any other activity that benefits from its size and the added advantage to be located near the kitchen. This room may be a source for income for the center, as a space to lease out when not in use by the seniors. It has a large patio for outdoor access during activities.

Hallways are 8' wide and the Architectural Program recommends railing along the walls.

REQUEST FOR ADMINISTRATIVE BUDGET ADJUSTMENT

Department: Cultural & Community Services
Project/Program Recreation & Community Services
Manager: Ingrid Hardy

Date: May 2, 2017
Phone: x7993

Reason for Appropriation:

Shifting \$25,000 from the Community Park Improvements Measure O Account (Project No. MO9901) to the New Senior Center Measure O Account (Project No. MO5511) to fund the conceptual design of the proposed new senior center located at 2500 West Fifth Street (situated on the northwest corner of Patterson Road and West Fifth Street).

Accounts and Descriptions

AMOUNT

Fund: 104 - MEASURE O

Expenditures/Transfers Out

PROJECT NO. MO9901

104-5770-826-86.05	Improvements Not Building - Major Repairs	(25,000)
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PROJECT NO. MO5511

104-5503-805-8209	Services - Other Prof/Contracts	25,000
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	0
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Net Change to Fund Balance	0
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Net Appropriation Change	0
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Approvals

Department Director _____

Chief Financial Officer _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.:

DATE: May 9, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Ingrid Hardy
Cultural & Comm Services Director

A handwritten signature in blue ink, appearing to read "Ingrid Hardy".

SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds from the State After School Educational and Safety Grant to Operate the Oxnard Scholars After School Program FY 2017-2018 (10/30/10)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That the City Council approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-7959) for the City to receive an amount not to exceed \$2,305,000. Primary Services shall not exceed Two Million Dollars (\$2,000,000) and "Additional Services" for summer school not to exceed One Hundred Five Thousand (\$105,000), and Intercession not to exceed Two Hundred Thousand (\$200,000).

BACKGROUND

In November 2002, California voters passed Proposition 49, setting the stage for the largest statewide expansion of after school services in the nation. Prop 49 mandates \$550 million be made available each year kindergarten through the ninth grade for after school programs. In September 2006, the governor signed into law Senate Bill 638, the After School Education and Safety (ASES) Grant Initiative.

The California Department of Education uses the ASES Program as a tool to help close the achievement gap. The ASES program design incorporates the following two elements, which integrate the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, and science.
2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on the student's needs and interest.

The City is contracted by the Oxnard School District to operate the program. The City has been in partnership with the Oxnard School District for more than eighteen years, and for the past six years, the City has been the main contractor for the ASES program. Through this partnership, the city has provided more than 180 jobs. On a daily basis, the program serves over 2,200 students throughout 20 school sites.

Moreover, the Oxnard Scholars is a model program for the State of California. In October 2016, city employee, Jessy Tapia, received the California Expanded Learning Emerging Leadership Award recognizing his dedication to serving children through academic and enrichment activities. He was one of six individuals in the state to receive this prestigious leadership award from the California Department of Education.

STRATEGIC PRIORITIES

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

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

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

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

FINANCIAL IMPACT

If approved, the total grant award of not to exceed \$2,305,000 will be recognized and appropriated in the Proposed Budget FY2017-18. Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000) and “Additional Services” for summer school not to exceed One Hundred Five Thousand (\$105,000), and Intercession not to exceed Two Hundred Thousand (\$200,000). The funding will be recognized in revenue account 272-5502.

The Oxnard School District requests matching funds by providing \$130,000 of in-kind services per fiscal year. This match is met through fund (101-5501) by providing office space for ASES program, phone, copier, administrative and management staff time. Student participation in various established recreation programs such as the Kiwanis track meet, youth sports program, educational fieldtrips, and volunteer support also contribute to the in-kind match.

OXNARD SCHOOL DISTRICT

Agreement #17-01

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("**Agreement**") is entered into as of this 17th day of May 2017 by and between the Oxnard School District ("**District**") and the City of Oxnard ("**Consultant**"). District and Consultant are sometimes hereinafter individually referred to as "**Party**" and hereinafter collectively referred to as the "**Parties**."

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2017-2018 (the "**Grant**").
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 to and including June 30, 2018 (the "**Term**"). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the "**Primary Services**"). Consultant may also, at its election, agree to provide additional services, at District's request and only with District's prior written authorization (the "**Additional Services**"). Should Consultant renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary

Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in Exhibit A-0, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in Exhibit A-0 when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend Exhibit A-0 as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) and “Additional Services” for summer school not to exceed One Hundred and Five Thousand (\$105,000.00) and Intersession not to exceed Two Hundred Thousand (\$200,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the Funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) calendar days of receipt of Consultant’s correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant’s work shall be deemed to have been accepted. District’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant’s work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall

not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a "designated employee".

_____ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District.

Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
 305 W. 3rd St., First Floor West Wing
 Oxnard, California 93030
 Attention: Terrel Harrison
 Phone: (805) 385-7993
 Email: Terrel.Harrison@ci.oxnard.ca.us

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) work days after deposit of the same in the custody of the United States Postal Service.

25. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

26. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

AGREEMENTS OF \$250,000.01 OR MORE

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

CITY OF OXNARD

Oxnard School District

Tim Flynn, Mayor

Lisa A. Franz, Director, Purchasing

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Ingrid Hardy, Cultural & Community Services Director

Terrel Harrison, Community Services Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

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EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

- I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

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After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
2. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
3. Professional Development – Arts/Special Enrichment staff
 - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between 2 and 4 hours a session.
 - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

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E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Report attendance and activities weekly by Wednesday of each week for the previous week.
2. Work with District to establish and maintain partnerships with community agencies.
3. Provide student learning and enrichment materials above and beyond materials already purchased by District.
4. Participate in collaboration activities with other participating organizations.
5. Vacate learning areas within each school in the same or better conditions as they were found.
6. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
7. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
8. Include feedback from the after school administrator and site principal when evaluating employees.
9. Submit a use of facility permit to the Facilities Department at District.
10. Meet weekly with District administrator.
11. Provide documentation of matching funds.
12. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
13. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
14. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

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II. Summer School

- a. Provided over 5 weeks of the Summer Months.
- b. Provided at four elementary sites and one middle school site.
 - i. Elementary serving 200 students.
 - ii. Middle School serving 300 students.
- c. Student ratio not to exceed 25:1.
- d. Field trips may take place during the program. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. Intersession

- a. When agreed to in writing, provide Saturday programming at selected school sites.
- b. When agreed to in writing, provide Intersession programming at selected school sites during vacation periods for the school district (i.e.: Winter break or Spring Break).
- c. Student ratio not to exceed 25:1.
- d. Details to be agreed upon in writing.

IV. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Q.
- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

V. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- A. Certificates of insurance and additional insured endorsements for 2017-2018, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks

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contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.

- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

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- VI. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

- VII. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☐ See attached list. **(To be provided prior to the 1st day of school)**

- VIII. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

IX. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

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EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy

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shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify _____ at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

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EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant's Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant's coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation ("CIF"), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student's medical clearance form. Consultant acknowledges that a student's medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

☐ Not Project Related

☒ Project #17-01

d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

☐ Not Project Related

☒ Project #17-01

c. Coaches – requirements if student may have sustained concussion

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA")

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

Not Project Related

☒ Project #17-01**b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

Not Project Related

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a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program

Not Project Related

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sports equipment surfaces (e.g., benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

Not Project Related

☒ Project #17-01**8. Event Emergency Guidelines**

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

Not Project Related

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EXHIBIT A-3
ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/lh/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

Not Project Related

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providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, "emergency assistance" shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person's heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

Exhibit “A(2)(i)”

EXHIBIT A(2) (i)

■ PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? ☐ Yes ☐ No If yes, please identify specific allergy below.

☐ Medicines

☐ Pollens

☐ Food

☐ Stinging insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS		Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			
2. Do you have any ongoing medical conditions? If so, please identify below: ☐ Asthma ☐ Anemia ☐ Diabetes ☐ Infections Other: _____			
3. Have you ever spent the night in the hospital?			
4. Have you ever had surgery?			
HEART HEALTH QUESTIONS ABOUT YOU		Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			
7. Does your heart ever race or skip beats (irregular beats) during exercise?			
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: ☐ High blood pressure ☐ A heart murmur ☐ High cholesterol ☐ A heart infection ☐ Kawasaki disease Other: _____			
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			
10. Do you get lightheaded or feel more short of breath than expected during exercise?			
11. Have you ever had an unexplained seizure?			
12. Do you get more tired or short of breath more quickly than your friends during exercise?			
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY		Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			
BONE AND JOINT QUESTIONS		Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			
18. Have you ever had any broken or fractured bones or dislocated joints?			
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			
20. Have you ever had a stress fracture?			
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			
22. Do you regularly use a brace, orthotics, or other assistive device?			
23. Do you have a bone, muscle, or joint injury that bothers you?			
24. Do any of your joints become painful, swollen, feel warm, or look red?			
25. Do you have any history of juvenile arthritis or connective tissue disease?			

MEDICAL QUESTIONS		Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?			
27. Have you ever used an inhaler or taken asthma medicine?			
28. Is there anyone in your family who has asthma?			
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?			
30. Do you have groin pain or a painful bulge or hernia in the groin area?			
31. Have you had infectious mononucleosis (mono) within the last month?			
32. Do you have any rashes, pressure sores, or other skin problems?			
33. Have you had a herpes or MRSA skin infection?			
34. Have you ever had a head injury or concussion?			
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?			
36. Do you have a history of seizure disorder?			
37. Do you have headaches with exercise?			
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?			
39. Have you ever been unable to move your arms or legs after being hit or falling?			
40. Have you ever become ill while exercising in the heat?			
41. Do you get frequent muscle cramps when exercising?			
42. Do you or someone in your family have sickle cell trait or disease?			
43. Have you had any problems with your eyes or vision?			
44. Have you had any eye injuries?			
45. Do you wear glasses or contact lenses?			
46. Do you wear protective eyewear, such as goggles or a face shield?			
47. Do you worry about your weight?			
48. Are you trying to or has anyone recommended that you gain or lose weight?			
49. Are you on a special diet or do you avoid certain types of foods?			
50. Have you ever had an eating disorder?			
51. Do you have any concerns that you would like to discuss with a doctor?			
FEMALES ONLY			
52. Have you ever had a menstrual period?			
53. How old were you when you had your first menstrual period?			
54. How many periods have you had in the last 12 months?			

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	☐ Male ☐ Female
BP _____ / _____ (_____ / _____)	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected ☐ Y ☐ N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperflexity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart* • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only) ^b		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic*		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

*Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.

^bConsider GU exam if in private setting. Having third party present is recommended.

*Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- ☐ Cleared for all sports without restriction
- ☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex ☐ M ☐ F Age _____ Date of birth _____

☐ Cleared for all sports without restriction

☐ Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

☐ Not cleared

☐ Pending further evaluation

☐ For any sports

☐ For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)**Concussion Information Sheet**

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Headaches • “Pressure in head” • Nausea or vomiting • Neck pain • Balance problems or dizziness • Blurred, double, or fuzzy vision • Sensitivity to light or noise • Feeling sluggish or slowed down • Feeling foggy or groggy • Drowsiness • Change in sleep patterns | <ul style="list-style-type: none"> • Amnesia • “Don’t feel right” • Fatigue or low energy • Sadness • Nervousness or anxiety • Irritability • More emotional • Confusion • Concentration or memory problems (forgetting game plays) • Repeating the same question/comment |
|--|---|

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)**Concussion Information Sheet**

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:
<http://www.cdc.gov/ConcussionInYouthSports/>

 Student-athlete Name Printed

 Student-athlete Signature

 Date

 Parent or Legal Guardian Printed

 Parent or Legal Guardian Signature

 Date

Adapted from the CDC and the 3rd International Conference on Concussion in Sport
 Document created 5/20/2010

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Dolor de cabeza • “Presión en la cabeza” • Náusea o vómito • Dolor de cuello • Problemas de equilibrio o mareos • Visión borrosa o visión doble • Sensibilidad a la luz o ruido • Decaído • Adormecido • Mareado • Cambios en los hábitos de dormir | <ul style="list-style-type: none"> • Amnesia • “No se siente bien” • Fatiga o energía baja • Tristeza • Nervios o ansiedad • Irritabilidad • Más sensible • Confundido • Problemas con concentración o memoria (por ejemplo: olvidar las jugadas) • Repetir la misma pregunta o comentario |
|---|--|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- | |
|---|
| <ul style="list-style-type: none"> • Parece desorientado • Tiene una expresión facial vacía • Está confundido acerca de la tarea o actividad • Se olvida de las jugadas • Está confundido sobre el juego, los puntos o el oponente • Se mueve torpemente o muestra una falta de coordinación • Contesta las preguntas lentamente • Arrastra las palabras • Muestra cambios de comportamiento o personalidad • No puede recordar los eventos que sucedieron antes de la colisión • No puede recordar los eventos que sucedieron después de la colisión • Ataques o convulsiones • Cualquier cambio en el comportamiento típico o personalidad • Pérdida de la conciencia |
|---|

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:
<http://www.cdc.gov/ConcussionInYouthSports/>

 Nombre del estudiante deportista

 Firma del estudiante deportista

 Fecha

 Nombre del padre, madre o tutor

 Firma del padre, madre o tutor

 Fecha

Adaptado del Centro de Control de Enfermedades y el documento de la 3ª conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center
²University of Pittsburgh Medical Center

Patient Name: _____

DOB: _____ Age: _____

Date: _____ ID/MR# _____

Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check). No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to main appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: (check all that apply)

- ☐ No return to school. Return on (date) _____
- ☐ Return to school with following supports. Review on (date) _____
- ☐ Shortened day. Recommend _____ hours per day until (date) _____
- ☐ Shortened classes (i.e., rest breaks during classes). Maximum class length: _____ minutes.
- ☐ Allow extra time to complete coursework/assignments and tests.
- ☐ Lessen homework load by _____. Maximum length of nightly homework: _____ minutes.
- ☐ No significant classroom or standardized testing at this time.
- ☐ Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- ☐ Take rest breaks during the day as needed.
- ☐ Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- ☐ Do not return to PE class at this time
- ☐ Return to PE class
- ☐ Do not return to sports practices/games at this time
- ☐ **Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
 - Return to play should occur in gradual steps beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- ☐ Return to this office. Date/Time _____
- ☐ Refer to: Neurosurgery _____ Neurology _____ Sports Medicine _____ Physiatrist _____ Psychiatrist _____ Other _____
- ☐ Refer for neuropsychological testing _____
- ☐ Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Cardiac Chain of Survival Courtesy of Parent Heart Watch

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- ☐ Fainting or seizure, especially during or right after exercise
- ☐ Fainting repeatedly or with excitement or startle
- ☐ Excessive shortness of breath during exercise
- ☐ Racing or fluttering heart palpitations or irregular heartbeat
- ☐ Repeated dizziness or lightheadedness
- ☐ Chest pain or discomfort with exercise
- ☐ Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- ☐ Family history of known heart abnormalities or sudden death before age 50
- ☐ Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- ☐ Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- ☐ Known structural heart abnormality, repaired or unrepaired
- ☐ Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

**If you have any of these signs
or symptoms, seek medical
attention immediately.**



Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.
- Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.
- Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.
- Equipment **MUST** be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.
- Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.
- Wrestling mats **MUST** be cleaned **DAILY** before and after use. This would include use by physical education classes.
- Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.



For more information go to www.cifstate.org and click on the "Health and Safety" box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a "standard of care" and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
Notes:			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
Notes:			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ($\geq 60\%$ alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
Notes:			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<i>Notes:</i>			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)



**If you have any of these
signs or symptoms, seek
medical attention
immediately.**

Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

"As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition." (CIF Bylaw 503.1)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

 Print or type name of Parent/Guardian/Caregiver signing below

 Relationship to student

 Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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GENERAL REMINDERS

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.

2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.

3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.

4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field.

5. Scoreboard: Have properly trained adult scorers and timers for officials at games.

6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.

8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.

9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.

10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.

11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.

2. Have adequate faculty and administrative presence at the game.

3. Provide students information about parking, entrance, seating and exiting.

4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.

2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.

3. Players on the bench should not heckle the opposing team.

4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move away from them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during and electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

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10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
 2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
 3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
 4. Staff must record all observations, phone calls and contacts made.
 5. If immediate help is required, call Police Department or 911.
 6. Contact your immediate supervisor.
 7. Complete the incident report form and forward it to your immediate supervisor.
- (Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being taken to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

☐ Not Project Related☒ Project #17-01

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-01

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) and "Additional Services" for summer school not to exceed One Hundred and Five Thousand (\$105,000) and Intersession not to exceed Two Hundred Thousand (\$200,000) payable through reimbursement as outlined in Exhibit A-0.
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

☐ Not Project Related

☒ Project #17-01

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-01

INSURANCE

1. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.

2. Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

3. Insurance coverage should include:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

4. Workers' Compensation insurance as required by the laws of the State of California.

5. Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

6. Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

☐ Not Project Related

☒ Project #17-01

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

1. District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

2. Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

3. Consultant's 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.

4. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

☐ Not Project Related☒ Project #17-01

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-01

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached ☐ constitute ☒ do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY OF OXNARD**, who will provide Services under the Agreement, ☐ is ☒ is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: May 9, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Change Order No. 1, Task Order No. 54, Task Order No. 55, Task Order No. 56, and Task Order No. 63 to Contract No. A-7721 with Sam Hill and Sons, Inc. for Project Specification No. 14-12 – Non-Scheduled Repairs of Wastewater and Storm Drain Systems (10/15/10)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute Change Order No. 1 to Contract A-7721 with Sam Hill & Sons, Inc. in the amount of \$1,500,000 and to extend the Contract expiration date from October 21, 2017, to October 20, 2019, for Project Specification No. 14-12 Non-Scheduled Repairs of Wastewater and Storm Drain Systems;
2. Approve and authorize the City Manager to execute Task Order No. 54, Task Order No. 55, Task Order No. 56 and Task Order No. 63 to Contract No. A-7721; and
3. Approve a Budget Appropriation in the amount of \$1,500,000.

BACKGROUND

The City's wastewater and stormwater systems are comprised of a wastewater treatment plant, an advanced water purification facility (AWPF), 430 miles of sewer lines, and 7,710 sewer manholes, and 210 miles of storm drain pipes.

Change Order to Contract No. A-7721 Non-Scheduled Repairs of Wastewater and Storm Drain
(10/15/10)
May 9, 2017
Page 2

Over time, these sewer and stormwater systems deteriorate due to age, sewer gases, corrosion, earth movement, root intrusion, or other causes. In order to avoid the public health hazards and regulatory fines associated with overflows and sewer spills from the sewer system, as well as to prevent the property damage associated with flooding from the storm drainage system, the City must make prompt repairs when it discovers damage or deterioration to these systems.

On March 25, 2014, the City Council approved Project Specification No. 14-12 and authorized staff to conduct a public bid. The first advertisement for the public bid was on July 18, 2014. The public bid process started on July 21, 2014, and closed with a public bid opening on August 20, 2014. City Procurement received five (5) bids. The bids were based on hourly rates and work is to be performed on an on-call basis and assigned by approved task order. On October 21, 2014, the City Council approved a contract with Sam Hill & Sons, Inc. (A-7721).

Staff has budgeted \$500,000 per year of emergency repairs for the above systems. However, recent central trunk sewer manholes and several additional failures within the wastewater treatment plant and collection system will exceed the annual budget amount.

On January 25, 2017, a section of existing central trunk sewer pipe crossing below the Union Pacific railroad failed. The repair cost of Task Order No. 54 is \$169,536.50. On March 1, 2017, the central trunk sewer manhole collapsed between Wooley Road and Mercantile Street. The repair cost of Task Order No. 55 is \$226,659.63. As a result of these two recent failures, staff conducted a sewer inspection of the central trunk sewer system. Staff identified six existing manholes and an existing sewer pipe crossing below Oxnard Boulevard that requires immediate repairs. The estimated repair cost of Task Order No. 63 is \$404,000.

In addition, on November 28, 2016 an 8-inch cast-iron underground 3W (process) water pipe ruptured at the Wastewater Treatment Plant. The damaged piping was located adjacent to the Flow Equalization Basins. The process water (3W) piping repair work included replacing approximately 75 feet of 8-inch pipe and securing pipe sections with brackets along the wall of the Flow Equalization Basins, then connecting back into the pipe gallery located under the concrete ramp. The repair work was completed on March 15, 2017. The cost of this Task Order No. 56 repair work is \$31,569.

Currently, the existing contract (A-7721) does not have sufficient funding to complete the above immediate repair work. The total cost for the three task orders is estimated at \$800,000 (Central Trunk Sewer Repairs Project #176601). The remaining amount (\$250,000 for AWPf and \$450,000 Treatment Plant) are for future non-scheduled repair work.

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

Change Order to Contract No. A-7721 Non-Scheduled Repairs of Wastewater and Storm Drain
(10/15/10)
May 9, 2017
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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.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

An additional appropriation in Waste Water Operations Fund 611, Project #176601 Central Trunk Sewer Repairs, Waste Water Treatment Fund 621, and Water Operating Fund 601 (AWPF) is required for this work. The new wastewater rates will allow for the increase in appropriation. The Water Fund is in a critical position, but with the need for the repairs, it is advisable to approve the appropriation. A new 16-month water rate has been presented to Council for approval. If approved via the Proposition 218 process, the Water fund will be able to absorb the additional appropriation. This will leave the Water Operating Fund balance at approximately \$3.8 million and the Waste Water Operating Funds at approximately 5.4 million. Please see table:

Account Number	Account Name	Project #	Amount
611-6631-821.86-10	CAPITAL OUTLAY/ CONSTRUCTION OTHER	176601	800,000
621-6202-842.82-09	CONTRACTUAL SERVICES- OTHER PROF/ CONTRACT		450,000
601-6012-842.82-09	CONTRACTUAL SERVICES- OTHER PROF/ CONTRACT		250,000
		Total	1,500,000

ATTACHMENTS:

Attachment A - Change Order No. 1 to Contract No. A-7721

Attachment B - Task Order No. 54

Attachment C - Task Order No. 55

Attachment D - Task Order No. 56

Attachment E - Task Order No. 63

Attachment F - Budget Appropriation



☒ CONTR ADMIN
☒ ACCOUNTING
☒ CONTRACTOR
☒ PURCHASING SERVICE
☒ CONTRACT INSPECTION

CHANGE ORDER NO.**1**

Contractor Name.: Sam Hill and Sons, Inc.	Account No.: 611-6631-821.86-10	Project No.: 176601	\$800,000.00
Project Title: Non-Scheduled Repairs of Wastewater Collection and Storm Drain Maintenance	Account No.: 621-6202-842.82-09	Project No.: 000000	\$450,000.00
Specification No.: 14-12	Account No.: 601-6012-842.82-09	Project No.: 000000	\$250,000.00
Contract No.: A-7721	Account No.: 000-0000-000-0000	Project No.: 000000	\$0.00
P.O. No.: 5237	Account No.: 000-0000-000-0000	Project No.: 000000	\$0.00
Fed. Proj. No.: N/A	Account No.: 000-0000-000-0000	Project No.: 000000	\$0.00

You are hereby directed to make the following changes in this contract:

Description:

1. Section 1 of the Contract is removed in its entirety and replaced with the following:

"1. CONTRACT PRICE

Contractor shall perform the work described, and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule for hourly rates, which is made a part of this contract.

The Contract term shall be from November 1, 2014, through October 31, 2019. The total Contract value shall not exceed \$3,000,000.

The above sums include all taxes and the costs of any required bonds."

2. Section 6 of the Contract is removed in its entirety and replaced with the following:

"6. TIME OF COMPLETION

After the Notice to Proceed is mailed or otherwise delivered to the Contractor, the time limit for the completion of this contract work is from November 1, 2014, through October 31, 2019."

Reasons for Change:

Increase Contract in the amount of \$1,500,000 for a not-to-exceed amount of \$3,000,000 and extend the contract termination date from October 31, 2017, to October 31, 2019.

1. Amount of original contract	\$1,500,000.00
2. Sum of prior change orders (NO. <u>0</u> THRU <u>0</u>)	\$0.00
3. Sum of contract prior to this change order	\$1,500,000.00
4. Amount of this change order	\$1,500,000.00
5. Sum of contract including this change order	\$3,000,000.00

Contract time will be changed by 2 years

Completion date of this change order is 10/31/19

Contractor acknowledges that all cost and schedule impacts (if any) associated with work identified in this change order are included

This change order 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 change order. A signed copy of this change order 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 change order for all purposes.

Tim Flynn, Oxnard Mayor

Attest: Michelle Ascencion, Oxnard City Clerk

Oxnard Budget Date

Ronald L. Hill 4-25-17
 Ronald L. Hill, Sam Hill and Sons, Inc. Date
 Owner

Spencer Hill 4/25/17
 Spencer Hill, Sam Hill and Sons, Inc. Date
 Secretary

Daniel Kellner
 Oxnard Director of Public Works

Date

R. Kellner
 Oxnard City Engineer

Date

Thin Ng
 Oxnard Project Manager

Date

Shirley
 Oxnard City Attorney

Date

Oxnard Assistant City Manager

Date

Oxnard City Manager

Date



CERTIFICATE OF LIABILITY INSURANCE

SAMHILL-01

DAVISON

DATE (MM/DD/YYYY)

7/26/2016

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 # 0E67768 IOA Insurance Services 101 W Anapamu Street Suite D Santa Barbara, CA 93101	CONTACT NAME: Terri Davison PHONE (A/C, No, Ext): (805) 966-5903 E-MAIL ADDRESS: terri.davison@ioausa.com FAX (A/C, No): (805) 966-5905
INSURED Sam Hill & Sons, Inc. PO Box 5670 Ventura, CA 93005	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	DT22-CO-7907B654-TCT-16	07/12/2016	07/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	DT-810-7907B654-TCT-16	07/12/2016	07/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			DTSM-CUP-7907B654-TIL-16	07/12/2016	07/12/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	DTJ-UB-7907B654-16	04/01/2016	04/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 30 Day Notice of Cancellation/10 Day Non-Payment of Premium in accordance with the policy provisions

Re: Contract No. A-7884 - UD13-13: Recycled Waterline Project at Perkins Road. The City of Oxnard, its City Council, officers, employees and volunteers are included as Additional Insureds under the General Liability per form CGD246 (08-05) and under the Auto Liability per form CA T3 53 03 10. Coverage is considered Primary and Non-Contributory per form CGD246 (08-05). Severability of Interest applies under the General Liability per form CG D3 16 11 11 and under the Auto Liability per form CA T3 53 03 10. Waiver of Subrogation applies to the Workers Compensation per form WC 99 03 76 (A)

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager, Reference No. A-7884 300 W. Third St., Ste. 302 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
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Policy No: DT22-CO-7907B654-TCT-16

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The Insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The Insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The Insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy No: DT-810-7907B654-TCT-16

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

COMMERCIAL AUTO

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Policy No: DT22-CO-7907B654-TCT-16

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|--|---|

PROVISIONS**A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A, BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract".
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

 - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
 - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily Injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**
- The following is added to **SECTION II – WHO IS AN INSURED**:
- Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) --

POLICY NUMBER: DTJ-UB-7907B65-4-16

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT -- CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 1. % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED BY
WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2016
Insured Sam Hill & Sons, Inc.

Policy No. DTJ-UB-7907B65-4-16

Endorsement No.
Premium

Insurance Company
Travelers Property Casualty Co. of America

Countersigned by _____

DATE OF ISSUE:

BT ASSIGN:

Page 1 of 1

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT

TASK ORDER

Emergency Central Trunk Sewer Line Repair at Union Pacific Railroad

Date:	03/27/2017	Task Order No:	54
Contractor Name:	Sam Hill & Sons, Inc.	Cost:	\$169,536.50
Agreement No:	A-7721	Begin Date:	01/25/2017
Specification No:	PW14-12	Completion Date:	02/06/2017
Purchase Order No.:	5237	Account Number:	611-6103-847-8301

Scope of Services performed under this task order:

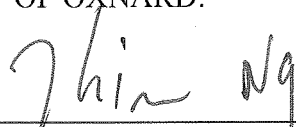
On January 25, 2016, the Central Trunk sewer line that crosses under the Union Pacific Railroad failed, causing a sinkhole. The cause was identified as a severely corroded corrugated metal pipe that collapsed due to age and H₂S exposure. This City has an on-call contract with Sam Hill & Sons Inc. to provide equipment, labor and materials to perform this type of work to the City's wastewater collection system.

Sam Hill and Sons and City staff isolated the affected area and installed barriers to ensure a safe work area. All work was performed around the clock in an effort to minimize the impact to the Union Pacific Railroad and their rail operation. After consulting with wastewater collection system and engineering staff, a temporary solution was developed where flow was diverted into an 18-inch sewer line running parallel to the failed section of the Central Trunk. Additionally, a 10-inch HDPE temporary line was sliplined into the damaged section of 30-inch pipe to be utilized as an emergency bypass in case of an increase of flow or peak wet weather rain events. The bypass line was then pressure grouted in an effort to add additional structural integrity to the damaged section. The affected area was then returned to its original condition. All work was completed in accordance with Union Pacific Railroad and City of Oxnard Stand Plates specifically for sewer repair.

Public Works Responsibilities for this Task Order:

Construction Management and Project Inspection

CITY OF OXNARD:

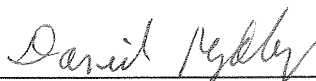


Thien Ng, Wastewater Division Manager



Robert Hearne, Interim City Engineer

APPROVED AS TO CONTENT:



Dan Rydberg, Public Works Director

CONTRACTOR:



Ronald Hill
Sam Hill & Sons, Inc.

Budget Review

Ruth Osuna, Assistant City Manager

Greg Nyhoff, City Manager

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005
 PHONE (805) 644-6278 FAX (805) 644-2813
 ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SANITATION
 5700 PERKINS RD
 OXNARD CA 93033

Invoice No. 1811
 Period From: 1/25/2017
 Period Thru: 2/6/2017

PROJECT:
 5TH & ROSE, OXNARD
 30" TRUNK LINE EMERGENCY

JOB NO. 4491

01.25.17	EWT	4491012517	\$	14,243.23
01.26.17	EWT	4491012617	\$	8,312.88
01.26.17	EWT	4491012617-1	\$	15,367.73
01.27.17	EWT	4491012717	\$	16,168.05
01.28.17	EWT	4491012817	\$	47,303.42
01.29.17	EWT	4491012917	\$	18,381.20
01.30.17	EWT	4491013017	\$	13,489.56
01.31.17	EWT	4491013117	\$	6,945.03
02.01.17	EWT	4491020117	\$	3,037.00
02.02.17	EWT	4491020217	\$	3,138.40
02.03.17	EWT	4491020317	\$	1,411.32
02.06.17	EWT	4491020617	\$	21,738.68

CURRENT AMOUNT DUE \$ 169,536.50

**CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT**
(CA CIVIL CODE §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: SAM HILL & SONS, INC
 Name of Customer: CITY OF OXNARD
 Job Location: 5TH AND ROSE AVE. OXNARD
 Owner: CITY OF OXNARD
 Through Date: 02/06/2017

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF OXNARD
 Amount of Check: \$ 169,536.50
 Check Payable to: SAM HILL & SONS, INC

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including:
 (A) a right based on rescission, abandonment, or breach of contract, and
 (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature:

Melina Vicens

Claimant's Title:

A/R

Date of Signature:

03/07/2017

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005
 PHONE (805) 644-6278 FAX (805) 644-2813
 ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: 5TH & ROSE AVE, OXNARD

EXTRA WORK TICKET # 4491012517

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	24	\$3,974.04
TOTAL HOURS AND COST OF ADDITIONAL LABOR	30	\$4,223.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$6,046.19
		TOTAL: <u>\$14,243.23</u>

EXTRA WORK TICKET # 4491012617

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	43.5	\$5,670.04
TOTAL HOURS AND COST OF ADDITIONAL LABOR	16	\$1,946.95
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$695.89
		TOTAL: <u>\$8,312.88</u>

EXTRA WORK TICKET # 4491012617-1

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	67	\$12,547.95
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$2,819.78
		TOTAL: <u>\$15,367.73</u>

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: 5TH & ROSE AVE, OXNARD

EXTRA WORK TICKET # 4491012717

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	46	\$6,687.73
TOTAL HOURS AND COST OF ADDITIONAL LABOR	15.5	\$1,887.35
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$7,592.97
		TOTAL: <u>\$16,168.05</u>

EXTRA WORK TICKET # 4491012817

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	175.5	\$31,335.23
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$15,968.19
		TOTAL: <u>\$47,303.42</u>

EXTRA WORK TICKET # 4491012917

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	54	\$10,534.50
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$7,846.70
		TOTAL: <u>\$18,381.20</u>

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: 5TH & ROSE AVE, OXNARD

EXTRA WORK TICKET # 4491013017

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	16.5	\$2,401.35
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$11,088.21
		TOTAL: <u>\$13,489.56</u>

EXTRA WORK TICKET # 4491013117

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	26	\$4,393.60
TOTAL HOURS AND COST OF ADDITIONAL LABOR	6	\$692.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$1,859.43
		TOTAL: <u>\$6,945.03</u>

EXTRA WORK TICKET # 4491020117

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	17	\$3,037.00
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$0.00
		TOTAL: <u>\$3,037.00</u>

SAM HILL & SONS, INC.

GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: 5TH & ROSE AVE, OXNARD

EXTRA WORK TICKET # 4491020217

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	12	\$2,902.50
TOTAL HOURS AND COST OF ADDITIONAL LABOR	2	\$235.90
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$0.00
TOTAL:		<u>\$3,138.40</u>

EXTRA WORK TICKET # 4491020317

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	7	\$1,257.60
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$153.72
TOTAL:		<u>\$1,411.32</u>

EXTRA WORK TICKET # 4419020617

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	17	\$1,801.60
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$19,937.08
TOTAL:		<u>\$21,738.68</u>

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT

TASK ORDER

Emergency Central Trunk Sewer Repair at Wooley Road and Mercantile Street

Date:	03/22/2017	Task Order No:	55
Contractor Name:	Sam Hill & Sons, Inc.	Not to Exceed:	\$226,659.63
Agreement No:	A-7721	Begin Date:	03/01/2017
Specification No:	PW14-12	Completion Date:	03/17/2017
Purchase Order No.:	5237	Account Number:	611-6103-84 7-8301

Scope of Services performed under this task order:

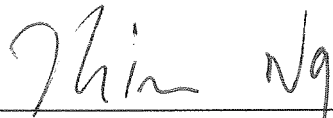
On March 1, 2017, a sinkhole developed in the vicinity of Wooley Road and Mercantile Street along the alignment of the Central Trunk. This sinkhole occurred because of the failure of a concrete box culvert structure that deteriorated due to significant corrosion related to H₂S gas. Additionally, it became necessary to install bypass pumping to isolate the point of repair. The City has an on call contract for non-scheduled emergency repairs with Sam Hill & Sons, Inc. to provide the necessary equipment, labor, and materials to perform this type of specialized repair work to the City's wastewater collection system.

Sam Hill & Sons isolated the affected area and set up traffic control to ensure worker safety. A traffic control plan was submitted and approved by the City's Traffic Control and Engineering staff. All work was performed around the clock in an effort to minimize traffic impacts and/or disruption of nearby businesses. In consultation with the City's engineering staff, it was determined that a bypass pumping system redirecting existing flows to the Rose Avenue Trunk sewer would be necessary. The Central Trunk flow was redirected to the Rose Avenue Trunk with no impacts. The Contractor excavated the point of failure, replaced the failed structure with C905 PVC pipe and constructed a new manhole. The contractor slurry filled the excavation, replaced the existing fencing and cleaned up the affected area. All work was completed in accordance with the City of Oxnard Standard Plates specifically for sewer repair.

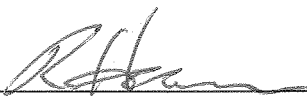
Public Works Responsibilities for this Task Order:

Construction Management and Project Inspection

CITY OF OXNARD:

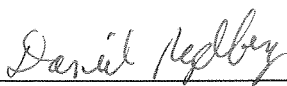


Thien Ng, Wastewater Division Manager



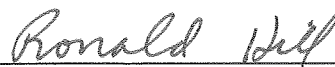
Robert Hearne, Interim City Engineer

APPROVED AS TO CONTENT:



Dan Rydberg, Public Works Director

CONTRACTOR:



Ronald Hill
Sam Hill & Sons, Inc.

Budget Review

Ruth Osuna, Assistant City Manager

Greg Nyhoff, City Manager



GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005
 PHONE (805) 644-6278 FAX (805) 644-2813
 ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SANITATION
 5700 PERKINS RD
 OXNARD CA 93033

Invoice No. 1841
 Period From: 3/1/2017
 Period Thru: 3/20/2017

PROJECT:
 WOOLEY & MERCANTILE ST., OXNARD
 36" SEWER REPAIR

JOB NO. 4509

03.01.17	EWT	4509030117	\$	748.80
03.02.17	EWT	4509030217	\$	1,112.00
03.03.17	EWT	4509030317	\$	36,251.43
03.04.17	EWT	4509030417	\$	12,343.78
03.04.17-1	EWT	4509030417-1	\$	9,086.18
03.05.17	EWT	4509030517	\$	13,554.90
03.06.17	EWT	4509030617	\$	8,497.19
03.07.17	EWT	4509030717	\$	14,651.66
03.08.17	EWT	4509030817	\$	12,382.32
03.09.17	EWT	4509030910	\$	19,721.99
03.10.17	EWT	4509031017	\$	7,096.95
03.11.17	EWT	4509031117	\$	5,275.75
03.13.17	EWT	4509031317	\$	5,810.46
03.14.17	EWT	4509031417	\$	3,402.61
03.15.17	EWT	4509031517	\$	3,566.94
03.20.17	EWT	4509032017	\$	73,156.67

CURRENT AMOUNT DUE \$ 226,659.63

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(CA CIVIL CODE §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: SAM HILL & SONS, INC
 Name of Customer: CITY OF OXNARD
 Job Location: WOOLEY & MERCANTILE ST. OXNARD
 Owner: CITY OF OXNARD
 Through Date: 03/20/2017

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF OXNARD
 Amount of Check: \$ 226,659.63
 Check Payable to: SAM HILL & SONS, INC

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 Date(s) of waiver and release: _____
 Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including:
 (A) a right based on rescission, abandonment, or breach of contract, and
 (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature:

Melina V. Olan

Claimant's Title:

ACCOUNTING

Date of Signature:

04/03/2017



GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY & MERCANTILE ST., OXNARD

EXTRA WORK TICKET # 4509030117

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	6	\$748.80
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$0.00
	TOTAL:	<u>\$748.80</u>

EXTRA WORK TICKET # 4509030217

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	10	\$1,112.00
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$0.00
	TOTAL:	<u>\$1,112.00</u>

EXTRA WORK TICKET # 4509030317

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	42	\$7,272.40
TOTAL HOURS AND COST OF ADDITIONAL LABOR	30	\$4,019.70
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$24,959.33
	TOTAL:	<u>\$36,251.43</u>



GENERAL ENGINEERING CONTRACTOR

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PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY & MERCANTILE ST., OXNARD

EXTRA WORK TICKET # 4509030417

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	56	\$8,848.20
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$3,495.58
		TOTAL: <u>\$12,343.78</u>

EXTRA WORK TICKET # 4509030417-1

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	36	\$7,815.68
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$1,270.50
		TOTAL: <u>\$9,086.18</u>

EXTRA WORK TICKET # 4509030517

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	35	\$6,969.90
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$6,585.00
		TOTAL: <u>\$13,554.90</u>



GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY & MERCANTILE ST., OXNARD

EXTRA WORK TICKET # 4509030617

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	24	\$5,926.60
TOTAL HOURS AND COST OF ADDITIONAL LABOR	16	\$2,041.60
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$528.99
	TOTAL:	<u>\$8,497.19</u>

EXTRA WORK TICKET # 4509031717

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	34	\$9,516.10
TOTAL HOURS AND COST OF ADDITIONAL LABOR	21	\$2,692.60
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$2,442.96
	TOTAL:	<u>\$14,651.66</u>

EXTRA WORK TICKET # 4509030817

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	34	\$7,952.60
TOTAL HOURS AND COST OF ADDITIONAL LABOR	21	\$2,692.60
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$1,737.12
	TOTAL:	<u>\$12,382.32</u>



GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY & MERCANTILE ST., OXNARD

EXTRA WORK TICKET # 4509030917

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	34	\$7,778.60
TOTAL HOURS AND COST OF ADDITIONAL LABOR	12	\$1,444.50
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$10,498.89
	TOTAL:	<u>\$19,721.99</u>

EXTRA WORK TICKET # 4509031017

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	21	\$2,970.90
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$4,126.05
	TOTAL:	<u>\$7,096.95</u>

EXTRA WORK TICKET # 4509031117

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	5	\$829.00
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$4,446.75
	TOTAL:	<u>\$5,275.75</u>



GENERAL ENGINEERING CONTRACTOR

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PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY & MERCANTILE ST., OXNARD

EXTRA WORK TICKET # 4509031317

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	26	\$4,401.20
TOTAL HOURS AND COST OF ADDITIONAL LABOR	5	\$591.60
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$817.66
	TOTAL:	<u>\$5,810.46</u>

EXTRA WORK TICKET # 4509031417

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	24	\$3,231.60
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$171.01
	TOTAL:	<u>\$3,402.61</u>

EXTRA WORK TICKET # 4509031517

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	16	\$2,149.30
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$1,417.64
	TOTAL:	<u>\$3,566.94</u>



GENERAL ENGINEERING CONTRACTOR

P.O. BOX 5670, VENTURA, CALIFORNIA 93005

PHONE (805) 644-6278 FAX (805) 644-2813

ESTIMATING DEPT. FAX (805) 654-1223

CITY OF OXNARD SUMMARY SHEET

LOCATION: WOOLEY & MERCANTILE ST., OXNARD

EXTRA WORK TICKET # 4509032017

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$73,156.67
	TOTAL:	<u>\$73,156.67</u>

EXTRA WORK TICKET # _____

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$0.00
	TOTAL:	<u>\$0.00</u>

EXTRA WORK TICKET # _____

TOTAL HOURS AND COST OF BASE CREW & EQUIPMENT	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL LABOR	0	\$0.00
TOTAL HOURS AND COST OF ADDITIONAL EQUIPMENT	0	\$0.00
TOTAL COST AND MATERIALS & SUBCONTRACTORS		\$0.00
	TOTAL:	<u>\$0.00</u>

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT

TASK ORDER

3W (Process) Water Line Repair at Oxnard Wastewater Treatment Plant

Date:	4/04/2017	Task Order No:	56
Contractor Name:	Sam Hill & Sons, Inc	Cost:	\$31,568.98
Agreement No:	A-7721	Begin Date:	02/20/2017
Specification No:	PW14-12	Completion Date:	03/15/2017
Purchase Order No.:	5237	Account Number:	621-6205-847-8301

Scope of Services performed under this task order:

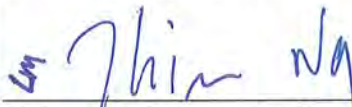
An 8-inch cast-iron underground 3W (process) water pipe ruptured at the Wastewater Treatment Plant resulting in the need for an urgent repair to resume serving 3W water to the treatment plant process equipment. The City typically uses the on-call contract to perform this type of urgent work.

Sam Hill & Sons removed asphalt and excavated the area to expose the section of failed cast iron piping. Wastewater staff worked with engineering staff to develop an alternative solution versus the traditional remove and replace method. After analyzing the options, the decision was made to reroute this pipeline above ground in an effort to minimize excavation and to reduce cost. The damaged piping was located adjacent to the Flow Equalization Basins at the Wastewater Treatment Plant. The contractor replaced approximately 75 feet of 8 inch pipe and secured pipe sections with brackets along wall of Flow Equalization Basins and then connected back into pipe gallery located under concrete ramp. All work was completed in accordance with the City of Oxnard Standard Plates specifically for Sewer and Streets. After all work was complete the contractor cleaned up the surrounding area that was affected by the repair.

Public Works Responsibilities for this Task Order:

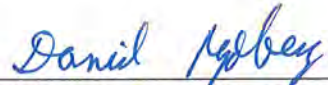
Construction Management and Project Inspection

CITY OF OXNARD:


Thien Ng, Wastewater Division Manager


Robert Hearne, Interim City Engineer

APPROVED AS TO CONTENT:


Daniel Rydberg, Public Works Director

CONTRACTOR:


Ronald Hill
Sam Hill & Sons, Inc.


Budget Review

Ruth Osuna, Assistant City Manager

Greg Nyhoff, City Manager

CITY OF OXNARD
PUBLIC WORKS DEPARTMENT

TASK ORDER

Urgent Central Trunk Sewer Repair at Oxnard Boulevard

Date:	03/22/2017	Task Order No:	63
Contractor Name:	Sam Hill & Sons, Inc.	Estimated Cost:	\$404,000
Agreement No:	A-7721	Begin Date:	03/29/17
Specification No:	PW14-12	Completion Date:	07/01/17
Purchase Order No.:	5237	Account Number:	611-6103-847-8301

Scope of Services performed under this task order:

As a result of two failures of the Central Trunk sewer, staff conducted a camera inspection of the section of the most recent failure at Wooley Road and Mercantile Street. As a result of that inspection, staff identified six manholes that are in need of replacement and that have been identified in the Phase 1 Capital Improvement Plan. In addition, the concrete box culvert structure under Oxnard Boulevard shows severe deterioration very similar to the condition of the previous two failures. After discussion and analysis, City wastewater collection and engineering staff strongly recommend that this section of the Central Trunk sewer and the identified manholes be replaced immediately.

Staff Recommendation:

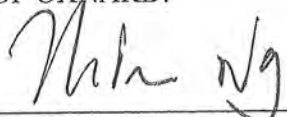
- Utilize current bypass pumping that is in place as a result of the previous repair of the Central Trunk at Wooley Road and Mercantile Street
- Replace six manholes previously identified in the Phase 1 Capital Improvement Plan
- Replace 150 feet of deteriorated concrete box culvert with 36-inch C905 PVC pipe
- All sewer and street work will be completed in accordance with the City of Oxnard Standard Plates

Public Works Responsibilities for this Task Order:

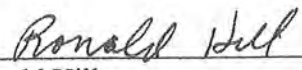
Construction Management and Project Inspection

CITY OF OXNARD:

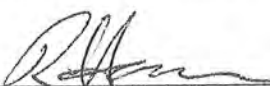
CONTRACTOR:



Thien Ng, Wastewater Division Manager



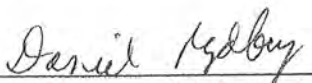
Ronald Hill
Sam Hill & Sons, Inc.



Robert Hearne, Interim City Engineer

APPROVED AS TO CONTENT:

Budget Review



Dan Rydberg, Public Works Director

Ruth Osuna, Assistant City Manager

Greg Nyhoff, City Manager

SAM HILL & SONS, INC.

Lic. # 648594

P.O. Box 5670
Ventura, CA 93005
Phone: (805) 644-6278
Fax: (805) 644-2813

To:	City of Oxnard - Sanitation	Contact:	Jeff Miller
Address:	6001 South Perkins Road Oxnard, CA 93033	Phone:	(805) 271-2216
		Fax:	(805) 986-3564
Project Name:	S. Oxnard Blvd., S/E Of Date St. @RR Tracks - BUDGET	Bid Number:	
Project Location:	Oxnard, CA	Bid Date:	4/3/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization - Includes Sawcut, Grind For Plates, Pothole	1.00	LS	\$10,900.00	\$10,900.00
2	Remove RCB & Replace With 36" DR25 C905 PVC (Includes By-pass, Traffic Control, Paving)	150.00	LF	\$2,394.00	\$359,100.00
3	New 60" Manhole & Connection To Exist. 36" VCP	2.00	EACH	\$17,000.00	\$34,000.00
Total Price for above Items:					\$404,000.00

Total Base Bid Price: \$404,000.00

ALTERNATE ADD:

4	New 60" Manhole On Exist. 36" VCP	4.00	EACH	\$24,000.00	\$96,000.00
Total Price for above ALTERNATE ADD: Items:					\$96,000.00

Notes:

- **Included:** Excavation, slurry backfill in existing street, native backfill behind curb, compaction, haul off spoils, fillsand bedding & shade for pipe, one move-in, shoring, traffic control, trench plates, sewer by-pass, set manholes to finish grade one time, schedule inspections for our work, replace removed AC pavement & curb.
- **Excluded:** Permits, fees, bonds, engineering, staking, compaction tests, dewatering, rock for trench stabilization, construction water meter/source, striping, traffic loops, signals, AC overlay, slurry seal, video inspection, testing, handling or disposal of hazardous materials, conflicts with existing utilities, cylinder testing of concrete, Overtime or Weekend work.
- Price is good for 30 days from date of quote.
- **This Proposal is for budget purposes only.** Unknown and/or unforeseen conditions may result in additional costs. All work will be done on a T&M basis, per our existing emergency contract.
- Any Railroad Company requirements over and above City Standards are not included (i.e.- special permits, enhanced insurance coverages, additional inspections, fees, safety regulations, special work hours, standby personnel, etc.).
- **DIR #100008073**

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Sam Hill & Sons, Inc. Authorized Signature: _____ Estimator: Scott Anderson (805) 644-6278 scott@samhillandsons.com
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REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Dan Rydberg

Date: April 4, 2017
 Phone: x8055

Reason for Appropriation:

Fund Change Order No. 1 to contract A-7721 with Sam Hill and Sons, Inc. for non-scheduled repairs to the wastewater collection system and Wastewater Treatment Plant.

Accounts and Descriptions**AMOUNT****Fund: WASTEWATER COLLECTION OPERATING FUND (611)****Expenditures/Transfers Out**

Prj. 176601- Central Trunk Sewer Repairs		
611-6631-821.86-10	CAPITAL OUTLAY/ CONSTRUCTION OTHER	800,000
	Sub-total Expenditures	800,000

Net Change to Fund Balance	(800,000)
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Fund: WASTEWATER TREATMENT OPERATING FUND (621)**Expenditures/Transfers Out**

621-6202-842.82-09	CONTRACTUAL SERVICES- OTHER PROF/ CONTRACT	450,000
	Sub-total Expenditures	450,000

Net Change to Fund Balance	(450,000)
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Fund: WATER OPERATING FUND (601)**Expenditures/Transfers Out**

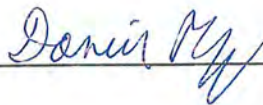
601-6012-842.82-09	CONTRACTUAL SERVICES- OTHER PROF/ CONTRACT	250,000
	Sub-total Expenditures	250,000

Net Change to Fund Balance	(250,000)
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Net Appropriation Change	1,500,000
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Approvals

Department Director



Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/28/2018



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.:

DATE: May 9, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Agreement A-7955 for On-Call Sidewalk, Curb and Gutter Services (5/10/10)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve an Agreement with BPR, Inc. (A-7955) in the amount of \$500,000 for on-call sidewalk, curb and gutter repair and authorize the Mayor to execute the contract upon receipt of final documents.

BACKGROUND

The City of Oxnard has approximately 650 miles of sidewalk. These sidewalks are challenged by many situations that cause varying degrees of displacements. The Streets Division currently has 402 outstanding requests for sidewalk maintenance. These 402 requests only reflect the reported areas of concern and not all sidewalk displacements which are estimated to be in the 1,000's of locations throughout the City. This agreement will allow for a systematic approach to work through entire neighborhoods to reduce the number of sidewalk displacements. This agreement will be for three (3) years for an amount not to exceed \$500,000. Contractor will survey neighborhoods.

This is a piggyback agreement onto an Orange County, California agreement. The County of Orange conducted a public bidding process for on-call sidewalk, curb and gutter, and spandrel grinding services in July 2016 and awarded the contract to the lowest responsive bidder, which was BPR, Inc. Piggybacking allows the City to benefit from this procurement effort. Staff has

Agreement A-7955 for On-Call Sidewalk, Curb and Gutter and Spandrel Grinding Services
(5/10/10)
May 9, 2017
Page 2

verified that the County of Orange's bidding and contract process is consistent with the City's purchasing policies. Further, the Contractor will comply with all of the City's contract requirements.

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

FINANCIAL IMPACT

This project will be supported through Alleyway & Roadway Repairs (Project MO3102) funded from Measure O. The Adopted Budget 2016-17 included \$500K of appropriation from Measure O to Project MO3102.

Agreement No. A-7955

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 4th day of April, 2017, by and between the City of Oxnard (“**City**”) and BPR, Inc. (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: on-call sidewalk, curb and gutter and spandrel grinding services (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Services shall be performed as described in **Exhibit C**, “Scope of Work.” Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 10, 2017, and shall end on April 10, 2020. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$500,000 for the Services performed during the three (3) year term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. Vendor shall compensate all of its employees in accordance with both the City’s Living Wage Policy and State-required prevailing wages. Vendor understands that in the event of a conflict between the City’s Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly

rate shall be adjusted on July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

6. a. To the fullest extent permitted by law, Vendor 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, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special

proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor'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.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-D**, attached hereto and incorporated herein by reference, 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 coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-D**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: BPR, Inc. Attn: Pat Rifley, 461 Las Palmas Dr., Port Hueneme, CA, 93041. Any notices to City may be delivered personally or by mail addressed to: Streets Division, Attn: Raymond Williams, 1060 Pacific Avenue, Bldg. #3, Oxnard, CA, 93030

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor 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.

16. 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.

[Signatures on next page]

Agreement No. A-7955

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

CITY OF OXNARD

BPR, Inc.

Tim Flynn, Mayor



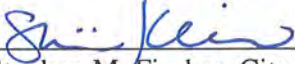
Brian Rifley, President

ATTEST:

Name: Bryan Rifley 
Title ☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

Michelle Ascencion, City Clerk

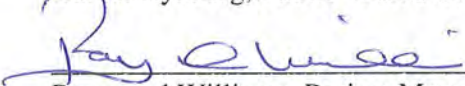
APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, Public Works Director



Raymond Williams, Project Manager

APPROVED AS TO INSURANCE:



Mike More, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Ruth Osuna, Assistant City Manager

Agreement No. A-7955

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit A**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than the required hours of paid leave per calendar year, as listed in the City's Living Wage Policy.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B

PREVAILING WAGE EXHIBIT

1. The Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Vendor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Vendor becomes debarred or suspended throughout the duration of the Agreement, Vendor shall immediately notify City.
8. Vendor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without

Agreement No. A-7955

interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.

9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent permitted by law, Vendor shall hold harmless, defend (at Vendor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Vendor under this Section shall survive termination of the Agreement.

EXHIBIT C
SCOPE OF WORK

- I. SCOPE OF WORK:** This Agreement is for grinding of Portland cement concrete sidewalk, curb and gutter, and spandrels. Vendor shall furnish all labor, equipment, tools and incidentals required for sidewalk, curb and gutter, and spandrel grinding services on an as-needed basis as required by City of Oxnard.
- A.** Upon City's issuance of a task order, Vendor shall grind sidewalk with a maximum vertical displacement of up to 1½" at various locations throughout the City. Work locations for this Agreement will include public streets within the City of Oxnard's city limits.
 - B.** Vendor shall at all times comply with other items of work or details not mentioned in this Exhibit required by the 2012 edition of the Standard Plans for Public Works Construction and the 2012 edition of the Standard Specifications for Public Works Construction at no additional compensation.
 - C.** Vendor shall perform annual grinding of sidewalks, curb, gutters, and spandrels at locations which have a maximum vertical displacement of up to 1½". Locations which have vertical displacements in excess of ½" shall be noted and no grinding will be permitted. Each sidewalk grind of five (5) feet or less will be considered as one (1) location. This description is applicable to locations that require half of one sidewalk panel and half of the sidewalk panel adjacent to it to be ground so that the grind is a full sidewalk width. Vendor shall not grind City's displacements that are parallel to the sidewalk without prior approval of the City's Project Manager.
 - D.** Vendor shall perform annual grinding with abrasive grinding equipment utilizing diamond cutting blades. Vendor shall ensure that the sidewalk surface on both sides of the transverse joint or crack has essentially the same texture (as determined by the City's Project Manager) and does not vary from a true plane enough to permit a 0.3 cm shim 10 cm wide to pass under a straightedge laid on the finished surface parallel with the centerline. Vendor shall also ensure that the transverse slope of finished surface shall also be uniform.
 - E.** Vendor shall vary the length of the grind from a minimum of 4" for a ½" differential to a minimum of 12" for 1 ½" differential, as directed by City's Project Manager. Width of the grind shall extend the entire width of the sidewalk.
 - F.** Vendor shall not smooth or polish ground services and shall ensure these ground surfaces have a coefficient of friction of not less than 0.30, as determined by California Test 342.
 - G.** Vendor shall pick up residue from grinding operations by means of a vacuum attachment to the grinding machine, which shall not be allowed to flow across the sidewalk or be left on the surface or surrounding landscape of the sidewalk. Vendor shall properly dispose of residue away from the job site and in accordance with City Project Manager's requirements and applicable laws and regulations.
 - H.** Vendor shall ensure that the noise level created by the combined grinding operation shall not exceed 86 dba at a distance of 50' at right angles to the direction of travel.

Agreement No. A-7955

- I. A “location” is defined as one sidewalk joint that is a maximum of 5' wide. However, typical locations will be 4'-6' wide.
2. **LOCATION OF WORK:** Work locations for this Agreement will include public streets within the City limits of the City of Oxnard, as determined more specifically in a City-issued task order.

Exhibit INS-D

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

Commercial General Liability Insurance, including Contractual Liability, 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 location or shall be twice the occurrence amount;

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;"

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.

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.

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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7955
300 West Third Street, Suite 302
Oxnard, California 93030

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.

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-D 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).**

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.

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.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER **B**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNERS' & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [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 Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

City of Oxnard

Attn: Risk Manager

Reference No. A-7955

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Agreement No. A-7955

Rev. 4/17

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER Telephone: _____		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____
NAMED INSURED		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits	
Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here: _____ in which case only the following specific agreements and permits with the City are covered: _____	
TYPE OF INSURANCE COMMERCIAL AUTO POLICY _____ BUSINESS AUTO POLICY _____ OTHER _____		CITY AGREEMENTS/PERMITS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		OTHER PROVISIONS CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _A-7955_ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE Broker/Agent _____ Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2017

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 Atlas Plus Insurance Services, Inc 949 Ruby Ave. Ventura CA 93004-		CONTACT NAME: Anji Mitchell PHONE (A/C, No, Ext): (805) 212-3348 FAX (A/C, No): E-MAIL: anjimitschell@roadrunner.com ADDRESS:	
INSURED BPR, Inc. dba: Channel Islands Sidewalk Grinding 461 Las Palomas Drive Port Hueneme CA 93041		INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Company <i>A XV</i> NAIC # 19879 INSURER B: National Union Fire Insurance Company <i>A XV</i> 19445 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	X	NA106772203	10/4/2016	10/4/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	EBU 021050329	10/4/2016	10/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
						\$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X				EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000					
	\$					
	\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATUTORY LIMITS \$
	OTH-ER \$					
	E.L. EACH ACCIDENT \$					
	E.L. DISEASE - EA EMPLOYEE \$					
						E.L. DISEASE - POLICY LIMIT \$

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

The City of Oxnard, it's City Council, officers, agents, employees and volunteers are named as additional insureds. This insurance is primary and noncontributory. Deductible per claim: \$250

raymond.williams@oxnard.org

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Risk Mgr Reference No A-7955 300 W Third St, Ste.302 Oxnard CA 93030	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
--	---

ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SCHEDULED ADDITIONAL INSURED ENDORSEMENT (EXCLUDING RESIDENTIAL)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B) CG 20 10 11 85

Policy Number: NA106772203	Endorsement Effective: 2/1/2017 12:01am
Named Insured: B P R INC CHANNEL ISLANDS SIDEWALK GRINDING	Countersigned By: 

SCHEDULE

Name of Person or Organization: CITY OF OXNARD, IT'S CITY COUNCIL, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS RISK MANAGER 300 W THIRD ST, STE 302 OXNARD CA 93030
Location: VARIOUS LOCATIONS THROUGHOUT OXNARD, CA

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. **Primary Wording**
If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.
2. **Waiver of Subrogation**
If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.
3. Neither the coverages provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/employees.
4. This endorsement does not apply to any work involving or related to properties intended for permanent residential or habitational occupancy (other than apartments).

The words "you" and "your" refer to the Named Insured shown in the Declarations.

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

COMMERICAL GENERAL LIABILITY
CG 20 37 07 04

Policy #: NA106772203

Insured Name: CHANNEL ISLANDS SIDEWALK GRINDING

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
CITY OF OXNARD, IT'S CITY COUNCIL, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS	SIDEWALK GRINDING TO REMOVE TRIP HAZARDS VARIOUS LOCATIONS THROUGHOUT OXNARD, CA
RISK MANAGER 300 W THIRD ST., STE 302, OXNARD CA 93030	

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

Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "Property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

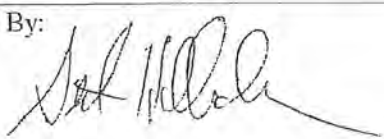
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Number: NA106772203	Endorsement Effective: 2/1/2017 12:01 a.m.
Named Insured B P R INC CHANNEL ISLANDS SIDEWALK GRINDING	Countersigned By: 

SCHEDULE

Name of Person or Organization: CITY OF OXNARD, IT'S CITY COUNCIL, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS RISK MANAGER 300 W THIRD ST., STE 302 OXNARD CA 93030
Location: VARIOUS LOCATIONS THROUGHOUT OXNARD, CA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

D. "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary

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Page 1 of 1

insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.

PROGRESSIVE

Policy number: 016754984

Underwritten by:

Artisan and Truckers Casualty Co.

02/02/2017

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured		
THE CITY OF OXNARD RISK MANAGER REFERENC #A-7955 300 W 3RD ST STE 302 OXNARD, CA 93030	BPR, INC. CHANNEL ISLANDS SIDE 461 LAS PALOMAS DR PORT HUENEME CA 93041	 ANJ1 MITCHELL anj1mitchell@ roadrunner.com 805-218-3258

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date:	Policy Expiration Date:
06/15/2016	06/15/2017
Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED/UNDERINSURED MOTORIST BODILY INJURY	\$100,000 PER PERSON/\$300,000 PER ACCIDENT
MEDICAL PAYMENTS	\$5,000 PER PERSON
HIRED AUTO AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
NON-OWNED AUTO LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT

raymond.williams@oxnard.org



Additional Insured Endorsement

Name of Person or Organization

THE CITY OF OXNARD
RISK MANAGER REFERENC #A-7955
300 W 3RD ST STE 302
OXNARD, CA 93030

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability \$1,000,000	each accident	

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 016754984

Issued to (Name of Insured): BPR, INC. CHANNEL ISLANDS SIDE

Effective date of endorsement: 02/02/2017 Policy expiration date: 06/15/2017

Form 1198 (01/04)

Description of Location/Vehicles/Special Items**Scheduled autos only**

08 CHEVROLET SILVERADO C3500 1GBJC34608E114160 COMPREHENSIVE/COLLISION \$1,000 DEDUCTIBLE EACH	15 RAM RAM CHASSIS 550 3C7WRMDL6F6647098 COMPREHENSIVE/COLLISION \$1,000 DEDUCTIBLE EACH
13 GMC SIERRA C2500/K2 1GT125E85DF213443 COMPREHENSIVE/COLLISION \$1,000 DEDUCTIBLE EACH	17 DODGE RAM 3C7WRMDL6HG541608 COMPREHENSIVE/COLLISION \$1,000 DEDUCTIBLE EACH

Certificate number

033174BO498

THE CITY OF OXNARD, IT'S CITY COUNCIL, OFFICIERS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED.

THE CITY OF OXNARD is a primary and non-contributory additional insured regardless of whether Holder is a named insured of any other policy.

Please be advised that additional insureds and lienholders will be notified in the event of a mid-term cancellation.



Form COI-AI



CERTIFICATE OF LIABILITY INSURANCE

ESGMINC-01

DVERNEUILLE

DATE (MM/DD/YY)

04/13/2017

K.4.a

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 have ADDITIONAL INSURED provisions or 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 Robertson Ryan - Racine 6015 Durand Avenue, Suite 300 Racine, WI 53406	CONTACT NAME: Deborah Verneuille	
	PHONE (A/C, No, Ext): (262) 504-3845 845	FAX (A/C, No): (262) 886-3947
	E-MAIL ADDRESS: dverneuille@robertsonryan.com	
INSURED Employer Services Group Inc LCF: BPR Inc dba Channel Islands Sidewalk Grinding 1860 Eastman Ave # 107 Ventura, CA 93003	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Security National Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 19879	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMPI/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X	SWC1125149	10/01/2016	10/01/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those covered employees but not subcontractors of (California Operations ONLY): BPR INC DBA CHANNEL ISLANDS SIDEWALK GRINDING

Workers Compensaton includes Waiver of Subrogation per attached WC 04 03 06.

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard 305 W Third St, East Wing, 2nd Floor Oxnard, CA 93030	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 <i>Mark H. Almon</i>

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 01-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Oxnard
Oxnard, CA 93030

Job Description

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/1/2016	Policy No.	SWC1125149	Endorsement No.	1
Insured	Employer Services Group LCF BPR, Inc.			Premium \$	30623
Insurance Company	Security National Insurance Company				

Countersigned by _____



WC 04 03 06
(Ed. 01-84)