

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, 305 West Third Street 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.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

May 12, 2015

5:15 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 5 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 11, 2015, as Women's Lung Health Week.
2. SUBJECT: Presentation of Certificates of Appreciation to the City of Oxnard and Staff for Support of Second Annual "Celebrating Children's Day" Event.

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.ci.oxnard.ca.us.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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. 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 any 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. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA**City Manager Department****1. SUBJECT: Agreements for City Council Review. (001)**

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department**2. SUBJECT: Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862). Filed by Raul Orozco, Strawberry Fields Estates, LLC, 312 Camarillo Drive, Camarillo, California 93010. (005)**

RECOMMENDATION: Adopt a resolution approving Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862) for the property located at 1041, 1051, 1061, and 1071 Oneida Court (APN: 181-0-191-275), subject to certain findings and conditions.

Legislative Body: CC

Contact: Douglas Spondello

Phone: 385-3919

3. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for DS14-21 Bus Pullouts at Esplanade Drive. (051)

RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Berry General Engineering Contractors, Inc. (A-7774) in the amount of \$255,465.10 for bus pullouts at Esplanade Drive and sidewalk improvements at Wagon Wheel Road, and authorize the purchasing agent to execute the contract upon receipt of final documents.

Legislative Body: CC

Contact: Jason Samonte

Phone: 385-7872

Community Development Department

4. SUBJECT: Third Amendment to Agreement with the Oxnard Downtown Management District Inc. for Downtown Services. (131)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Third Amendment to Agreement No. 4192-07-CD between the City of Oxnard and the Oxnard Downtown Management District Inc., to extend the Agreement to December 31, 2019 and 2) Approve and authorize a Budget Appropriation in the amount of \$107,699 from General Fund Operating Reserves to fund the City's assessment levied by the Oxnard Downtown Management District to pay its Property-Based Business Improvement District Assessment for Fiscal Year 2014-2015.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

Utilities Department

5. SUBJECT: Second Amendment to Agreement with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment. (179)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to the Agreement with KEH & Associates, Inc., (A-7672) for Wastewater and Stormwater Operations, Management and Assessment in the amount of \$1,389,699 to bring the total agreement amount to \$4,537,241 for the provision of Phase 1 and Phase 2 services.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839
6. SUBJECT: First Amendment to Agreement with AECOM Technical Services, Inc. for Water Operations Support. (205)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Agreement with AECOM Technical Services, Inc., (A-7700) for Water Operations Support in the amount of \$2,702,304 to bring the total amount to \$4,263,693 to implement Phase 2 services.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839
7. SUBJECT: Ratify General Information Package Form for Clean Water State Revolving Fund, Water Recycling Funding. (233)
RECOMMENDATION: Approve and ratify the City Manager's signature, dated May 4, 2015, on the General Information Package form submitted to the State of California as the initial submittal for potential grant funding under the Clean Water State Revolving Fund, Water Recycling Funding Program.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839

City Manager Department

8. SUBJECT:. Approval of Limited Delegation of Contracting Authority and Appropriation to Analyze and Implement Recommendations of the City's Consultants. (237)
RECOMMENDATION: 1) Adopt a Resolution approving delegation of purchasing authority to the City Manager for the purpose of implementing the recommendations of the City's consultants: Management Partners Inc. and the Public Law Group (Renne, Sloan, Holtzman, Sakai, LLP) and 2) Approve an appropriation of \$500,000 from the General Fund Balance for the professional service costs analyzing issues and implementing recommendations in Fiscal Year 2014-2015 and Fiscal Year 2015-2016.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

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.

O. 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.

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

Q. STUDY SESSION

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC (Government Code section 54956.9 (d)(1))
Name of case: City of Oxnard v. Dale Belcher, et al.
Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

R. ADJOURNMENT



Meeting Date: 5/12/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s) _____	☐ Report
☐ Res. No(s) _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City ManagerAgenda Item No. I-1Reviewed By: City Manager [Signature]City Attorney JOBFinance [Signature]

Other (Specify) _____

DATE: May 1, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

That City Council, pursuant to Ordinance 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.

DISCUSSION

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.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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.

City Manager Contract List for 05/12/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	Utilities Lou Balderrama	Hopkins Groundwater Consultants, Inc. Agreement No. A-7115	Eighth Amendment to Agreement for Professional Services This amendment provides for hydrogeologic design, technical review and consulting support services for the calendar year 2015. The amendment approves funding in the annual amount of \$100,000 as stated in the original agreement for on-call services throughout the year, such as determining water supply. In addition, the agreement provides \$67,950 for services related to locating and designing the Aquifer Storage and Recovery Wells. As this contract is several years old, a Request for Proposal will be prepared for hydrogeologic services with a planned implementation date of January 1, 2016. A competitive Request for Proposal was prepared by the Purchasing Department in 2008. Six proposals were received and Hopkins Groundwater was determined to be the most qualified candidate with extensive knowledge of both the groundwater and regulatory issues in western Ventura County. Total Contract Amount: \$639,326 FundingSource: Water Operating Fund	\$167,950
B	Purchase Order	Recreation and Community Services - Recreation Services Terrel Harrison/Yolanda Pina	Star-Dust Tours, Inc. dba: The Bus Purchase Order No. 005349	Bus Transportation for 2015 Jr. High Grad Night participants Recreation & Community Services issued a Request for Bid (RFB) on March 3, 2015, to acquire bus transportation for two days during the 2015 Jr. High Grad Night Excursion. This event has been a partnership between the City and Oxnard School District for more than 30 years and currently caters to 1500 8th Grade graduates across 12 schools. Two companies provided bids: The Bus and Roadrunner. Departure date is June 5, 2015, at 4 PM from Oxnard to Valencia, CA. Return June 6, at 1 AM to Oxnard. The lowest bid was submitted for \$38,250 from Star-Dust Tours, Inc. dba The Bus. The company is charging \$1,275 per bus coach at 47/57 occupancy. Ticket Sales- Each participant pays \$65 to cover park admission, transportation & operating expenses. Total Contract Amount: \$38,250 FundingSource: Ticket Sales, no cost to general fund	\$38,250

ATTACHMENT
PAGE 1 OF 2

City Manager Contract List for 05/12/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
C	Change Order	Utilities/CPM Lou Balderrama	Toro Enterprises, Inc. Agreement No. A-7724	Rose Ave & Other Locations Resurfacing Project Change Order No. 3 is for the cost of resurfacing Rose Avenue at Fifth Street at the Union Pacific Railroad crossing, a modification to the contract (\$4,021.50); and for the resurfacing of the southwest portion of the intersection of Rice Avenue and Gonzales Road, additional work added to the contract to complete the paving of the intersection (\$32,972.45). A public bid was conducted on September 17, 2014, and Toro Enterprises, Inc. was the lowest responsive and responsible bidder. This contract was approved by City Council on October 21, 2014.	\$36,994
		340-5358	Change Order 3	Total Contract Amount: \$2,847,749 FundingSource: Grant and Measure O funds	



Meeting Date: 5/12/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Douglas Spondello, Associate Planner Agenda Item No. F-2
Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: April 29, 2015

TO: City Council

FROM: Ashley Golden [Signature]
Planning Manager

SUBJECT: Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862). Filed by Raul Orozco, Strawberry Fields Estates, LLC, 312 Camarillo Drive, Camarillo, California 93010.

RECOMMENDATION

That the City Council adopt a resolution approving Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862) for the property located at 1041, 1051, 1061, and 1071 Oneida Court (APN: 181-0-191-275), subject to certain findings and conditions.

DISCUSSION

On May 20, 2010, the Planning Commission considered Planning and Zoning Permit No. 09-300-05 (Tentative Subdivision Map) to subdivide the one-acre property into four residential parcels and Planning and Zoning Permit No. 09-500-05 (Special Use Permit) to construct four detached, single-family homes. A motion to recommend denial of the project failed to pass by a vote of 3-3; however, the Planning Commission bylaws state that if the item fails to receive the number of required votes, then that failure constitutes a recommendation of denial.

On June 4, 2010, the Applicant, Raul Orozo, filed an appeal of the Planning Commission's denial. This appeal was considered by the City Council on June 22, 2010. The Council voted 4-0 to adopt Resolution Nos. 13,886 (Tentative Map) and 13,887 (Special Use Permit) upholding the appeal and approving the project (see Attachment No. 3).

The requested Final Subdivision Map proposes the creation of four residential lots and associated common area parcels on one-acre of vacant land, located at the southerly terminus of Oneida Court for the development of four single-family homes, previously approved by the City Council.

On March 19, 2015, the Development Services Department issued a Verification of Status form (Attachment No. 4), which indicates that the Final Subdivision Map complies with the State

Final Subdivision Map PZ 15-300-02 for Tract No. 5862

April 29, 2015

Page 2

Subdivision Map Act, Oxnard City Code requirements and the previously approved Tentative Subdivision Map.

City Council approval of Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862) is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from the requirements of the California Environmental Quality Act (CEQA).

FINANCIAL IMPACT

There is no estimated financial impact. The development of four single-family homes will result in increased property tax revenue to the City.

(DS)

Attachment #1 - City Council Resolution

#2 - Reduction of Final Map

#3 - City Council Resolution Nos. 13,886 and 13,887 (June 22, 2010)

#4 - Verification of Status Form

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-300-02 (FINAL SUBDIVISION MAP FOR TRACT NO. 5862) FOR THE PROPERTY LOCATED AT 1041, 1051, 1061, AND 1071 ONEIDA COURT (APN: 181-0-191-275), WITHIN THE CABRILLO NEIGHBORHOOD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY RAUL OROZCO, STRAWBERRY FIELDS ESTATES, LLC, 312 CAMARILLO DRIVE, CAMARILLO, CALIFORNIA.

WHEREAS, on May 20, 2010, the Planning Commission of the City of Oxnard ("**Planning Commission**") recommended denial of an application for Planning and Zoning Permit Nos. 09-300-05 (Tentative Subdivision Map for Tract No. 5862) and 09-500-05 (Special Use Permit), filed by Raul Orozco, 312 Camarillo Drive, Camarillo, California 93010 (the "**Applicant**"); and

WHEREAS, a motion at the Planning Commission was made to deny Planning and Zoning Permit Nos. 09-300-05 and 09-500-05 and all associated entitlements, and the motion of the Planning Commission failed; and

WHEREAS, in accordance with the Bylaws of the Planning Commission, failure of an item to receive the votes required for approval constitutes denial or recommendation of denial of the item under consideration; and

WHEREAS, on June 4, 2010, the Applicant filed a timely appeal of the Planning Commission's action; and

WHEREAS, on June 22, 2010, the City Council approved the Tentative Subdivision Map for Tract No. 5862 by Resolution No. 13,886 and the Special Use Permit by Resolution No. 13,887, subject to certain findings and conditions; and

WHEREAS, the Final Subdivision Map for Tract No. 5862 has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision.

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

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that approval of Planning and Zoning Permit No. 15-300-02 (Final

Subdivision Map for Tract No. 5862) is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from the requirements of CEQA.

SECTION 2. Based on review of the City Council Staff Report, all exhibits attached thereto and all written and oral testimony, the City Council hereby finds that: (i) the Final Subdivision Map for Tract No. 5862 conforms to the requirements of the Subdivision Map Act, Oxnard 2030 General Plan as adopted, Chapter 15 of the Oxnard City Code, and every condition of conditional approval previously imposed upon the Tentative Subdivision Map for Tract No. 5862; and (ii) the Final Subdivision Map for Tract No. 5862 is in substantial compliance with the previously approved Tentative Subdivision Map for Tract No. 5862. Based on the foregoing, the City Council hereby approves Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862) and authorizes its recordation.

SECTION 3. Planning and Zoning Permit No. 15-300-02 (Final Subdivision Map for Tract No. 5862) is hereby approved subject to those findings and conditions set forth in City Council Resolution No. 13,886, which are incorporated herein by this reference.

SECTION 4. The City Council hereby approves the Subdivision Improvement Agreement attached hereto as Exhibit A and authorizes the Mayor to execute such Agreement.

SECTION 5. The City Council hereby authorizes the City Clerk to execute a certificate on the Final Subdivision Map for Tract No. 5862 stating that the City Council approved the Final Subdivision Map and that all offers of dedication shown on the Final Subdivision Map are accepted subject to improvement.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 12th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

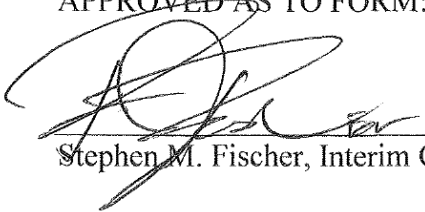
ABSTAIN:

Tim Flynn
Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



CITY OF OXNARD

SUBDIVISION IMPROVEMENT AGREEMENT

Date of Agreement: February 4, 2015
Tract No. 5862
Name of Subdivider: Strawberry Fields Estates LLC
Address: 312 Camarillo Drive
Camarillo, CA 93010

This Subdivision Improvement Agreement ("Agreement") is entered into in the County of Ventura, State of California, between the City of Oxnard ("City") and the above-named Subdivider ("Subdivider") pursuant to Government Code section 66462 et seq., of the Subdivision Map Act and the City's subdivision ordinance. City and Subdivider agree as follows:

1. Agreement to Perform. Subdivider agrees to satisfactorily perform all acts required by City in connection with the subdivision of the above tract.

2. Construction of Improvements.

A. At Subdivider's sole expense, Subdivider agrees to construct and complete in accordance with City standards all street, drainage, water, sewer, lighting, and other public improvements required for approval of the subdivision of the above tract. Such public improvements are set forth in Section 1 of Exhibit A, attached hereto and incorporated herein by this reference. The estimated cost of such public improvements is listed in Section 2 of Exhibit A.

B. Subdivider agrees to construct and complete City's portion, if any, of the public improvements as set forth in Section 1 of Exhibit A. Subdivider shall be reimbursed by City for the cost of such construction and completion in accordance with Resolution No. 10,272.

C. The public improvements are public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code section 1771 applies. Subdivider shall comply with all requirements of law applicable to such construction.

3. Repairs or Reconstruction. Subdivider shall promptly repair or reconstruct any portion of the public improvements that the Development Services Director ("Director") determines, in his or her sole discretion, to be unsatisfactory. If Subdivider does not act promptly after reasonable notice from Director, and if City promptly repairs or reconstructs the improvements in order to protect such improvements or the public safety, Subdivider shall pay to City the actual cost of repairs or reconstruction plus 15 percent thereof.

4. Fees and Charges. Developer agrees to pay all fees and charges imposed on the development pursuant to federal and State law and regulations and City ordinances, resolutions and policies.

5. Faithful Performance/Labor and Materials Security. Prior to execution of this Agreement by City, Subdivider shall furnish the City with security in a form approved by the City Attorney. Security shall be as follows:

A. 100% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A to secure satisfactory construction and completion of those public improvements.

B. 50% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A to secure prompt payment to any contractor, subcontractor, and/or to persons furnishing labor, materials, or equipment for the construction and completion of the public improvements.

C. No changes or alterations may be made in the construction of the public improvements without the prior approval of Director. Unless otherwise approved, in writing, by Director, Subdivider shall obtain security for 100% of the estimated cost of the public improvements as changed or altered.

6. Release of Security. City agrees that the security furnished by the Subdivider shall be released in the following manner:

A. Security provided for the satisfactory construction and completion of the public improvements shall be released upon final completion and acceptance of such construction by Director, subject to the security retained to guarantee that the public improvements are not defective and to pay the costs of enforcement. On written application of Subdivider after partial completion of the construction and acceptance thereof, Director may release a portion of the security. Any partial release shall not be less than 25% or more than 75% of the total security until final completion and acceptance of the public improvements by Director.

B. Security for payment to any contractor, subcontractor, and/or persons furnishing labor, materials, or equipment shall be released 65 days after the recording of a Notice of Completion, or if a Notice of Completion is not recorded, 95 days after the completion of the public improvements. The amount of security released shall be the total security less the amount of all claims of lien that have been recorded and notice given in writing to City. If no such claims of lien have been recorded and no notice given in writing to City, City shall release the security in full.

7. Guarantee of No Defects. Subdivider guarantees that the public improvements shall not be defective in any manner for a period of one year following completion and acceptance thereof by City, and Subdivider agrees to pay City's costs of enforcing such guarantee. Subdivider's guarantee shall be secured by a security in a form approved by City Attorney equal to 25% of the estimated costs of the public improvements as listed in Section 2 of Exhibit A.

8. Time for Completion.

A. Subdivider shall diligently commence and proceed with the construction so that the public improvements shall be completed and accepted within 12 months after execution of this Agreement by City.

B. If Subdivider is delayed at any time in the progress of the construction by any changes ordered by Director in the scope of Subdivider's construction or by labor disputes, fire, unavoidable casualties or other circumstances beyond Subdivider's control, Director, on written application of Subdivider, may extend the time for completion for a reasonable period. Any extension granted by Director shall be in writing and shall specify the new time for performance.

C. For other good cause shown by Subdivider, Director may extend the time for completion. Any extension granted by Director shall be in writing and shall specify the new time for performance.

D. If the estimated costs of construction of the public improvements have increased, Director may, as a condition of extending the time for completion, require Subdivider to increase the amount of security.

9. Breach of Agreement. Director may declare Subdivider in breach of this Agreement for any of the following reasons:

A. Subdivider does not diligently pursue completion of the public improvements, or any part thereof, or fails to complete the construction of the public improvements within the specified time;

B. Subdivider is adjudged bankrupt, or Subdivider makes a general assignment for the benefit of Subdivider's creditors, or a receiver is appointed in the event of Subdivider's insolvency;

C. Subdivider or any of Subdivider's contractors, subcontractors, agents or employees violate any of the provisions of this Agreement.

10. Use of Security Upon Breach. After notifying Subdivider of Subdivider's breach of this Agreement, Director shall have the following rights with regard to Subdivider's security:

A. To demand that the surety immediately take over and complete the public improvements. The surety shall be obligated to comply with such demand within five days of receipt thereof.

B. To take over and complete the public improvements and use the security to provide for the entire costs thereof.

C. To take other appropriate action to cause the public improvements to be constructed at the expense of Subdivider or Subdivider's surety.

11. Indemnity. Subdivider agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Subdivider or its

agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Subdivider or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Subdivider's behalf would be held strictly liable.

12. Insurance.

A. Prior to execution of this Agreement by City, Subdivider shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-Q, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Subdivider obtain and maintain such insurance coverages.

B. Prior to commencement of any construction under this Agreement, Subdivider shall file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-Q. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-Q.

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

13. Severability. City and Subdivider agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

14. Waiver of Any Challenge. Subdivider's execution of this Agreement represents full acceptance of the benefits and the burdens associated with the approval of the subdivision of the above tract and Subdivider hereby fully and completely waives all claims, protests, or challenges concerning any fee, condition or obligation imposed by City in its approval of the subdivision.

15. Costs of Enforcement. Subdivider and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Department) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

16. Arbitration. Subdivider and City agree that in the event of any dispute with regard to the provisions of this Agreement or the construction of the public improvements, the dispute may be submitted to arbitration upon the mutual agreement of Subdivider and City, under such procedures as Subdivider and City may agree upon, or, if Subdivider and City cannot agree, then under the Rules of the American Arbitration Association.

17. Waiver of Statute of Limitations. For a period of ten years from the date of this Agreement, Subdivider agrees not to plead the statute or limitations as a defense to the obligations imposed by this Agreement.

EXHIBIT A
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 5862

SECTION 1. IMPROVEMENT AND RESOLUTIONS.

Detailed Improvement Plan No. 14-11A
Planning Commission Resolution No. N/A
City Council Resolution No. 13,886 & 13,887
and any resolution approving the final map.

SECTION 2. ESTIMATED COSTS OF IMPROVEMENTS.

Streets	\$65,000
Removals	\$10,000
Wastewater facilities	\$15,000
Water facilities	\$20,000
Storm Drain facilities	-0-
Monuments and related facilities	\$5,000
Grading	\$10,000
Underground existing utilities	-0-
TOTAL	\$125,000

18. Notices. All notices provided for herein shall be in writing and shall be effective when delivered in person or sent by registered or certified mail to Subdivider at the address given above or to the City, c/o Development Services Director, 214 South "C" Street, Oxnard, California 93030-5738.

19. Amendments. City and Subdivider agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Director and Subdivider.

20. Binding on Successors. Subdivider and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Subdivider and City.

21. Entire Agreement. City and Subdivider agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

STRAWBERRY FIELDS ESTATES LLC

Tim Flynn, Mayor

George Orozco, Manager

ATTEST:

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk

Rob Roshanian
Development Services Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, ~~Interim~~ City Attorney

Mike More, Risk Manager

EXHIBIT A
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 5862

SECTION 1. IMPROVEMENT AND RESOLUTIONS.

Detailed Improvement Plan No. 14-11A
Planning Commission Resolution No. N/A
City Council Resolution No. 13,886 & 13,887
and any resolution approving the final map.

SECTION 2. ESTIMATED COSTS OF IMPROVEMENTS.

Streets	\$65,000
Removals	\$10,000
Wastewater facilities	\$15,000
Water facilities	\$20,000
Storm Drain facilities	-0-
Monuments and related facilities	\$5,000
Grading	\$10,000
Underground existing utilities	-0-
TOTAL	\$125,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2015

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

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

PRODUCER PAUL WILLIAMS INSURANCE SERVICES 2345 Erringer Rd #211 Simi Valley, CA 93065 0773608		CONTACT NAME: PHONE (A/C, No, Ext): (805) 584-2400 FAX (A/C, No): (805) 584-3023 E-MAIL ADDRESS: paul@paulwilliamsagency.com	
INSURED STRAWBERRY FIELDS ESTATES LLC 312 CAMARILLO DRIVE CAMARILLO, CA 93010		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED SPECIALTY INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL 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 ☐ PROJECT ☐ LOC OTHER:	X		SII0503A09321	01/30/15	01/30/16	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 \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

ADDITIONAL INSURED SHALL BE THE CITY OF OXNARD, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS WITH REGARD TO LIABILITY AND DEFENSE OF SUITS ARISING FROM THE OPERATIONS, PRODUCTS AND ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED

CERTIFICATE HOLDER

CANCELLATION

CITY OF OXNARD
RISK MANAGER
REFERENCE #A-7704
300 WEST THIRD STREET, SUITE 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNITED SPECIALTY INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-
STATE OR POLITICAL SUBDIVISIONS - PERMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

State or Political Subdivision:

City of Oxnard, its officers, agents, employees and volunteers
Risk Manager
Reference #A-7704
300 West Third Street, Suite 302
Oxnard, CA 93030

Section II - Who Is An Insured is amended to include as an additional insured any state or political subdivision shown in the schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily Injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

Except as set forth above, all of the terms, conditions, and exclusions of this policy apply and remain in effect.

Policy No. SII0503A09321

Date 2/3/2015

Time: 12:01 a.m.

United Specialty Insurance Company
3250 Grey Hawk Ct, Ste. Z
Carlsbad, CA 92010
By:

Phillip Salvaggio
Authorized Representative

END SII 24 10 07



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2015

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

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

PRODUCER

Paul Williams(3005381)
2345 Erringer Rd Ste 211

Simi Valley

CA 93065-2262

INSURED

STRAWBERRY FIELDS ESTATES, LLC
312 Camarillo Dr

Camarillo

CA 93010

CONTACT

NAME: Paul Williams

PHONE (A/C No, Ext): 805-584-2400

FAX (A/C No):

E-MAIL ADDRESS: pwilliams1@farmersagent.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Truck Insurance Exchange

21709

INSURER B: Farmers Insurance Exchange

21652

INSURER C: Mid-Century Insurance Company

21687

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
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					
B	☒ ANY AUTO		605891358	01/30/2015	01/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☒ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y ☐ N ☐ N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

ADDITIONAL INSURED SHALL BE, THE CITY OF OXNARD, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS WITH REGARD TO LIABILITY AND DEFENSE OF SUITS ARISING FROM THE OPERATIONS, PRODUCTS AND ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED

CERTIFICATE HOLDER**CANCELLATION**

CITY OF OXNARD
RISK MANAGER, REFERENCE # A-7704
300 WEST THIRD STREET, SUITE 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)

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. 1 ISSUE DATE (MM/DD/YY) 2-3-15

PRODUCER

Paul Williams Insurance Services
2345 Erringer Rd., Ste 211
Simi Valley, Ca 93065
Telephone: (805) 584-2400

POLICY INFORMATION:

Insurance Company: Truck Insurance Exchange
Policy No. 605891358
Policy Period: (from) 1-30-15 (to) 1-30-16
LOSS ADJUSTMENT EXPENSE ☒ Included in Limits
☐ In Addition to Limits

NAMED INSURED

Strawberry Fields Estates, LLC
312 Camarillo Drive
Camarillo, Ca 93010

☐ Deductible ☐ Self-Insured Retention (check which) of \$
with an Aggregate of \$ 1,000,000 applies to
coverage ☒ Per Occurrence ☐ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

- ☒ **COMMERCIAL AUTO POLICY**
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ 1,000,000 per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: Paul Williams
Address: 2345 Erringer Rd Ste 211
Simi Valley Ca 93065
Telephone: (805) 435-7764

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

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

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

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

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

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

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

- 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-7704

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☒ Broker/Agent ☐ Underwriter ☐

Paul Williams (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 Paul Williams
(original signature required)

Telephone: (805) 584-2400 Date Signed 2-3-15

STATEMENT OF NO EMPLOYEES

I, GEORGE DROZLO hereby state that
(Print first and last name of owner or authorized representative)

STRAWBERRY FIELDS ESTATES LLC does not employ any person to perform work
(Name of Developer/Subdivider)

or services. Therefore, STRAWBERRY FIELDS ESTATES LLC is not required by law to obtain
(Name of Developer/Subdivider)

workers' compensation insurance to conduct business.

Signed: 

Date: 2/4/15

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT MAP NO. 5682, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECOMBINATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXISTING BOUNDARY LINE AND, THAT THEY DO HEREBY OFFER TO DEDICATE TO THE CITY OF CHANDLER THE FOLLOWING ITEMS SHOWN ON SAID MAP:

- [illegible]

BY: _____
GEORGE ORTIZCO, MEMBER

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) ss
COUNTY OF _____

ON _____, 19____, before me, _____, a Notary Public in and for the State of California, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PASAPAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND _____

SIGNATURE _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY _____

MY COMMISSION EXPIRES _____ COMMISSION NO. _____

[illegible]

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED TRACT NO. 5652, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

JAMES P. FALLON
CITY SURVEYOR
PLS 7807

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5802 AND THAT THE SUBDIVISION HEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF CHANDLER SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PAUL J. WENDT RFE 46333
CITY ENGINEER
OF THE CITY OF OMAHA

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 66-4.4, (c) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ASSIGNMENT OF THE FOLLOWING EASEMENTS, ALL LYING WITHIN THE EXTERIOR BOUNDARY OF THIS MAP, BUT NOT BOUND HEREIN:

PROPERTY OF ONYARD, HOLDER OF AN EASEMENT FOR SEWER LINE PURPOSES, BY DEED RECORDED JANUARY 6, 1994 AS INSTRUMENT NO. 94-003772, OF OFFICIAL RECORDS.

DANIEL MARTINEZ
 CITY CLERK
 OF THE CITY OF CHICAGO

DATE

I, DANIELLE M. HAWES, CITY TREASURER OF THE CITY OF DONALD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LISTS AGAINST TRACT MAP NO. 5682 OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAID/ASE

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OMAHA THIS _____ DAY OF _____, 2014.

DANIELLE M. NAVAS
CITY TREASURER, CITY OF DENVER

THIS MAP ENTITLED TRACT MAP NO. 5062 CONSISTING OF 5 SHEETS IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OAKLAND OF VENTURA COUNTY, CALIFORNIA AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2014 FOR APPROVAL. SAID COUNCIL HEREBY APPROVES SAID MAP AND DOES HEREBY ACCEPT FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

- A. ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAND LAND WITHIN, HOWEVER, THE RIGHT TO SURFACE UTILITY IS RESERVED HEREIN.
- B. ALL RIGHTS OF INHERS AND EGRESS OVER AND ACROSS THE EASEMENT AND EXTERIOR LINES OF PARCEL "C" ARISING FROM THE EASEMENT SHALL BE CONSIDERED AS A PART OF THE EASEMENT OF ACCESS WASHINGTON TO SAND LAND EXCEPT THE GENERAL RIGHT OF TRAVEL THROUGH THE WEALE PIERCE.
- C. A PUBLIC VEHICULAR AND PEDESTRIAN ACCESS, STONE WATER AND PUBLIC UTILITY EASEMENT OVER ALL OF PARCEL "A" AND WE DO HEREBY RESERVE THE FOLLOWING RIGHTS OF REMEDIAL:
- D. EASEMENT FOR HIGH-^{WAY} AND PUBLIC UTILITIES PURPOSES FOR VENTURA ROAD OVER PARCEL "C".
- E. ACCESS AND SEWER EASEMENT OVER A PORTION OF LOT 4.
- F. EASEMENT IN THE SHORE OVER PARCEL "B".

ATTEST:

CITY CLERK, CITY OF OMAHA

MAYOR OF THE CITY OF OMAHA

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

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR
DATE: _____

DOCUMENT NUMBER _____
FILED THIS _____ DAY OF _____, 2014, AT _____ IN ROOM _____ OF MISCELLANEOUS
RECORDS (MAUSE), AT PAGES _____, AT THE REQUEST OF STRANDBERRY FIELDS ESTATES, LLC

MARK A. LUNA
COUNTY RECORDER
COUNTY OF VENTURA

by: _____
DEPUTY COUNTY RECORDER

GROSS AREA = 112 ACRES

TRACT NO. 5862
IN THE CITY OF OXNARD, COUNTY OF
VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF SUBDIVISION B, RANCHO EL RIO DE SANTA CLARA OLA COLONIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED THOMAS A. SCOTT, ET AL. PLAINTIFFS VS. RAFAEL GONZALES, ET AL. DEFTS

APRIL, 2013

JENSEN DESIGN AND SURVEY, INC. ♦ 1872 DONLON STREET ♦ VENTURA, CALIFORNIA 93003 ♦ (805) 654-6977

Attachment
Page 1

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT.

THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT.

SOILS REPORT

THE FOLLOWING SOILS REPORTS HAVE BEEN PREPARED ON TRACT MAP NO. 5862 AND ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

DATE OF REPORT	BY NAME	ENGINEER	REGISTRATION NO.
MAY 12, 2008	ADVANCE GEOTECHNICAL SERVICES	JOSEPH E. MALPENA	10000
FEBRUARY 28, 2008	ADVANCE GEOTECHNICAL SERVICES	JOSEPH E. MALPENA	10000
FEBRUARY 28, 2008	ADVANCE GEOTECHNICAL SERVICES	JOSEPH E. MALPENA	10000
FEBRUARY 28, 2008	ADVANCE GEOTECHNICAL SERVICES	JOSEPH E. MALPENA	10000

LENDERS' ACKNOWLEDGEMENT

ADVANCE GEOTECHNICAL SERVICES, INC. HAS LENT TO THE CITY OF OXNARD, CALIFORNIA, THE SUM OF \$100,000.00 FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT.

NAME _____ TITLE _____
NAME _____ TITLE _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER, CHARGED WITH THE DUTY OF THE STATE OF CALIFORNIA, WHO HAS BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT, HAS BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT.

STATE OF CALIFORNIA) SS
COUNTY OF _____) BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE OR SHE ENTERED INTO THE INSTRUMENT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____ PRINT NAME _____
PRINCIPAL PLACE OF BUSINESS _____ COUNTY _____
MY COMMISSION EXPIRES _____ COMMISSION NO. _____

A NOTARY PUBLIC OR OTHER OFFICER, CHARGED WITH THE DUTY OF THE STATE OF CALIFORNIA, WHO HAS BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT, HAS BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT.

STATE OF CALIFORNIA) SS
COUNTY OF _____) BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE OR SHE ENTERED INTO THE INSTRUMENT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____ PRINT NAME _____
PRINCIPAL PLACE OF BUSINESS _____ COUNTY _____
MY COMMISSION EXPIRES _____ COMMISSION NO. _____

CHARLES T. MONTGOMERY, TRUSTEE OF THE CHARLES T. MONTGOMERY FAMILY TRUST DATED 05/02/2005 UNDER THE DEED OF TRUST DATED JANUARY 28, 2005, AS INSTRUMENT NO. 20050129-0001159, OF OFFICIAL RECORDS

NAME _____ TITLE _____
NAME _____ TITLE _____

A NOTARY PUBLIC OR OTHER OFFICER, CHARGED WITH THE DUTY OF THE STATE OF CALIFORNIA, WHO HAS BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT, HAS BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT. THE SIGNATURES OF THE FOLLOWING PERSONS OF RECORDS HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 9404 (A)(3)(C) OF THE SUBDIVISION MAP ACT. THESE PERSONS ARE: LUISA ROTH AND VERA S. LIPET, HUSBAND AND WIFE, WHO ARE THE CO-OWNERS OF THE TRACT AND WHO HAVE BEEN OMITTED FROM THE RECORDS FOR THE PURPOSES OF THE SUBDIVISION MAP ACT.

STATE OF CALIFORNIA) SS
COUNTY OF _____) BEFORE ME,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE OR SHE ENTERED INTO THE INSTRUMENT FREELY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____ PRINT NAME _____
PRINCIPAL PLACE OF BUSINESS _____ COUNTY _____
MY COMMISSION EXPIRES _____ COMMISSION NO. _____

TRACT NO. 5862
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF SUBDIVISION 6, RANCHO EL RIO, THE COUNTY OF VENTURA, STATE OF CALIFORNIA, THE PARTITION HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL. PLAINTIFFS VS. RAFAEL GONZALES ET AL. DEFENDANTS"

APRIL, 2015

JONAS DESIGN AND SURVEY, INC. • 1072 DUNLON STREET • VENTURA, CALIFORNIA 93003 • (805) 654-6977

DEFINITIONS

[illegible]

CORD REFERENCES

6400-16768	6 005 181	6400-16768	6 005 181
6400-16769	3 386 43	6400-16769	3 386 43
6400-16770	2 115 87	6400-16770	2 115 87
6400-16771	1009 724/27-24	6400-16771	1009 724/27-24
6400-16772	12 540 05	6400-16772	12 540 05
6400-16773	12 540 05	6400-16773	12 540 05
6400-16774	12 540 05	6400-16774	12 540 05
6400-16775	12 540 05	6400-16775	12 540 05
6400-16776	3 386 43	6400-16776	3 386 43
6400-16777	3 386 43	6400-16777	3 386 43
6400-16778	3 386 43	6400-16778	3 386 43
6400-16779	3 386 43	6400-16779	3 386 43
6400-16780	3 386 43	6400-16780	3 386 43
6400-16781	3 386 43	6400-16781	3 386 43
6400-16782	3 386 43	6400-16782	3 386 43
6400-16783	3 386 43	6400-16783	3 386 43
6400-16784	3 386 43	6400-16784	3 386 43
6400-16785	3 386 43	6400-16785	3 386 43
6400-16786	3 386 43	6400-16786	3 386 43
6400-16787	3 386 43	6400-16787	3 386 43
6400-16788	3 386 43	6400-16788	3 386 43
6400-16789	3 386 43	6400-16789	3 386 43
6400-16790	3 386 43	6400-16790	3 386 43
6400-16791	3 386 43	6400-16791	3 386 43
6400-16792	3 386 43	6400-16792	3 386 43
6400-16793	3 386 43	6400-16793	3 386 43
6400-16794	3 386 43	6400-16794	3 386 43
6400-16795	3 386 43	6400-16795	3 386 43
6400-16796	3 386 43	6400-16796	3 386 43
6400-16797	3 386 43	6400-16797	3 386 43
6400-16798	3 386 43	6400-16798	3 386 43
6400-16799	3 386 43	6400-16799	3 386 43



LINE DATA	
NO.	BEARING M COORDINATE
15	304.44'
14	281.77'
13	287.70' CF 53
12	263.03'
11	263.00' 35 WF
10	263.83'
9	263.00' R11
8	263.04'
7	263.00' R11

MONUMENT LEGEND / NOTES

- * FD MONUMENT AS DESCRIBED IN MONUMENT NOTES
 * FD STANDARD WELL MONUMENT
 * SET 1-3/4" IP W/TAG "LS 5453", UNLESS OTHERWISE NOTED
 * SET SPRIGGLE AND WASHER TAGGED "LS 5453", FLUSH

EDIVISION OF A PORTION OF SUBDIVISION 8, RANCHO EL RIO
ATA CLARA OLA COLONIA, ACCORDING TO THAT CERTAIN
MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID
THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL.
PLIFFS VS. RAFAEL GONZALES, ET AL. PETITS

APRIL 2013

Attachment _____
Page 4 of 6

RESOLUTION NO. 13,886

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN APPEAL, AND APPROVING PLANNING AND ZONING PERMIT NO. 09-300-05 (TENTATIVE SUBDIVISION MAP) TO ALLOW SUBDIVISION OF APPROXIMATELY 1 ACRE OF VACANT LAND INTO FOUR RESIDENTIAL LOTS ON TENTATIVE TRACT MAP NO. 5862, LOCATED AT 1071 NORTH VENTURA ROAD (APN: 181-0-191-27), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY RAÚL B. OROZCO, 312 CAMARILLO DRIVE, CAMARILLO, CA 93010.

WHEREAS, on May 20, 2010 the Planning Commission of the City of Oxnard recommended denial of an application for Planning and Zoning Permit Nos. 09-300-05 (Tentative Subdivision Map) and 09-500-05 (Special Use Permit), filed by Raúl Orozco, 312 Camarillo Drive, Camarillo CA 93010; and

WHEREAS, a motion at the Planning Commission was made to deny the project and all associated entitlements, and the motion of the Planning Commission failed; and

WHEREAS, in accordance with the Bylaws of the Planning Commission, failure of an item to receive the votes required for approval constitutes denial or recommendation for denial of the item under consideration; and

WHEREAS, on June 4, 2010, the applicant filed a timely appeal of the Planning Commission's action, filed by Raúl Orozco, 312 Camarillo Drive, Camarillo CA 93010; and

WHEREAS, the City Council has considered the appeal and has carefully reviewed the decision of the Planning Commission and has considered an application for Planning and Zoning Permit Nos. 09-300-05 and 09-500-05; and

WHEREAS, the City Council has carefully reviewed the Planning Commission action thereof, the staff report, and minutes of testimony at the public hearings; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the appeal of Planning & Zoning Permit Nos. 09-300-05 and 09-500-05; and

WHEREAS, said Tentative Subdivision Map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the City Council finds the proposed Tentative Subdivision Map conforms to the City's General Plan and elements thereof; and

WHEREAS, the City Council finds that the proposed division of land complies with the requirements established by the Subdivision Map Act and Chapter 15 of the Oxnard City Code,

including but not limited to requirements as to area, improvement and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability and environmental protection; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and is not likely to cause substantial environmental damage, serious public health problems, or conflict with any publicly acquired easements or access; and

WHEREAS, Section 15332 of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of Tentative Subdivision Map No. 5862 (Planning and Zoning Permit No. 09-300-05), for property located at 1071 North Ventura Road (APN 181-0-191-27).

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. 09-300-05 (Tentative Subdivision Map) is hereby approved, subject to the conditions set forth in Exhibit A.

PASSED AND ADOPTED this 22nd day of June 2010, by the following vote:

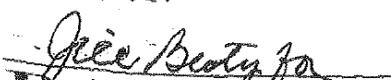
AYES: Councilmembers Holden, Herrera, Maulhardt, and MacDonald.

NOES: None.

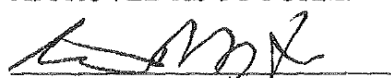
ABSENT: Councilwoman Pinkard.


Dr. Thomas E. Holden
Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

Attachment 3

Page 2 of 22

Exhibit A

**STANDARD CONDITIONS OF APPROVAL
FOR LAND USE PERMITS**

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Public Works, Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 4, 2010, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)

5. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING SPECIAL CONDITIONS

9. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)
10. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of the private cul-de-sac, parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, PL-33)
11. Developer shall provide a fence along the easterly property line, between the wall at the northeast corner of Lot 4 and the southwest corner of Parcel A (approximately 125 lineal feet), to be constructed of vinyl or other decorative material. Final design and placement shall be subject to the review and approval of the Planning Manager. (PL)
12. Developer shall construct the new perimeter walls along all property lines as near to the existing walls on the adjacent properties as practicable to eliminate any gap between walls. A material approved by the Development Services Manager may be used to fill any remaining gap as a part of the required building and safety permit for the wall. Developer shall obtain the notarized signature of each affected property owner on a Letter of Agreement regarding the structural connection between the two walls. The Letter of

Agreement shall be submitted prior to issuance of a grading permit for the site or issuance of a Building permit for the new wall whichever occurs first. If Developer provides to the Planning Manager proof that Developer has diligently pursued obtaining a Letter of Agreement and that they are unable to obtain a reasonable agreement, as determined by the Planning Manager, Developer may propose an alternative wall construction technique as determined appropriate by the Planning Manager that does not create a structural connection and provides a sufficient gap between the walls to meet Building and Safety requirements. (DS/PL)

13. The new perimeter wall along the northerly property line of Lot 1 shall be limited to a maximum height of 18 inches for approximately 10 lineal feet between the front property line of Lot 1 and the existing 6' wall on the adjacent property. (PL)
14. The developer shall be required to install an approved waterproof membrane lining adjacent to the interior side of the new retaining wall along all property lines, where applicable. (PL)
15. Throughout grading and construction activities, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)
16. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment. (PL)
17. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. (PL)
18. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)
19. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
20. All exterior work (grading, wall construction, framing, paving, etc.) shall be limited to the hours of 8:00 a.m. to 4:30 p.m. on weekdays, including Saturday. All interior and finish construction activities shall be subject to the City's noise ordinance contained in City Code Chapter 7, Article XI (Sound Regulation), and shall be limited to the hours of 7:00 a.m. to 6:00 p.m. on weekdays, including Saturday. (PL)

21. Prior to any grading or construction on the vacant property, Developer shall hire a qualified pest control service to remove and dispose of any gophers and other pests within the property. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

22. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
23. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)
24. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
25. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
26. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
27. Before connecting the project to existing sewer and water service laterals, Developer shall arrange for City staff to inspect such facilities. Developer shall make such repairs to such facilities as City staff determines to be necessary. Developer shall bring all existing water services into compliance with City standards. (DS-7)
28. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS-8)
29. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
30. Developer shall install on-site and off-site utility services underground in accordance with City ordinances in effect at the time City issues the building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
31. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation

and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)

32. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
33. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
34. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
35. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, breezeways, parkways, landscaping, utilities, drainage facilities, and other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
36. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the

discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)

37. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
38. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
39. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
40. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
41. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
42. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
43. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)
44. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)

45. In order to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way, Developer shall construct required drainage facilities concurrently with the rough grading operations, or with prior approval of the City Engineer, provide interim drainage improvements on a temporary basis. (DS-31)
46. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consents from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project, as evidence that such landowners accept any additional water flowing over their property. (DS-36)
47. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
48. By title sheet dedication at the time of filing the subdivision map, Developer shall dedicate all water rights for the project property to City. (DS-39)
49. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
50. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time City issues building permits. There shall be no interconnections between structures. (DS-42)
51. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
52. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
53. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Before performing the tests, Developer shall obtain permits from the City Engineer. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
54. Street and road improvements shall conform to City standards and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)

55. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
56. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, applying the appropriate traffic index specified in City standards. (DS-53)
57. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
58. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
59. Prior to release of the final map or parcel map for recordation, Developer shall post a bond or other security satisfactory to the City Attorney, guaranteeing that all monuments will be set as required by the Government Code and the City Code. (DS-57)
60. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
61. As part of the master utility plans, Developer shall submit a street lighting plan. On City's approval of the plan, Developer shall install streetlights in accordance with the plan. (DS-60)
62. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
63. Developer shall provide three City refuse containers for each lot or unit. An alternative number of containers may be approved by the Environmental Resources Division. (DS-67)
64. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)

STORMWATER QUALITY CONDITIONS

65. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance program ("the Program") for this project. If the Best Management Practices (BMPs) implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance.

The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Program and Developer provides an executed copy for recordation. (DS-82)

66. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall provide the City Engineer with a copy of a letter from the California State Water Resources Control Board, Storm Water Permit Unit assigning a permit identification number to the Notice of Intent (NOI) submitted by Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all additional requirements of the General Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. Developer shall keep the SWPPP updated to reflect current site conditions at all times and shall keep a copy of the SWPPP and the NOI on the site and make them available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

67. Developer shall dedicate to the City a public vehicular and pedestrian access easement and a public utility easement over the Oneida Court street improvements. All roadway and sidewalk improvements shall be perpetually owned and maintained by the homeowners association but sewer and water lines shall be dedicated to the City. Developer shall provide proof that maintenance of the roadway and sidewalks constructed within Parcel A has been included in the homeowner association maintenance responsibilities. Dedication of this easement shall be reflected on the final map. (DS)
68. Prior to issuance of a site improvement/grading permit, Developer shall provide an irrevocable offer of dedication for right-of-way and public utility purposes for Ventura Road to the City over the most easterly 50 feet of Parcel A. This offer shall be rejected by the City at the time of map recordation but shall remain open for acceptance by the City at a future date without further action by the underlying property owner. (DS)
69. Developer shall dedicate to the City all rights of ingress and egress to Ventura Road from Parcel A except the general right of travel that is available to the public. This dedication shall be reflected on the final map. (DS)
70. Prior to issuance of a site improvement/grading permit, Developer shall provide an irrevocable offer, in fee simple, to the City for the portion of proposed Parcel A easterly of the back of sidewalk of the extension of Oneida Court excluding the portion included within the irrevocable offer for right-of-way and public utility purposes for Ventura Road included in Condition No. 68. (DS)

71. Developer shall construct a paved storage location for three refuse containers that is out of view of the street. Developer shall provide a paved path from the storage location to the street curb that does not require entering the garage. All gates or doors along the path shall be constructed with a minimum of 36 inches of clear space to allow passage of the City issued containers. Storage location and path shall be shown on the fine grading plans. (DS)
72. Developer shall design lot fine grading to drain stormwater to the street via surface swales. No area drains shall be used within proposed residential units. (DS)
73. Developer shall implement Low Impact Development ("LID") strategies in the design of lot grading, drainage and paved surfaces. Project shall include the use of permeable pavement (underlain by sand or other permeable base material) for all driveways, sidewalks, and patio areas within private lots. Additional LID strategies such as; a) Minimizing impervious area; b) Use of permeable pavements within portions of the street; c) Onsite rainwater retention, treatment, and infiltration (rain gardens); and d) Stormwater planters shall be implemented as deemed technically feasible. Developer is directed to the San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook or similar publications for design details. Concurrent with submittal of infrastructure construction documents, Developer shall submit a written LID implementation proposal that includes site specific LID related soils design recommendations prepared by geotechnical engineer. (DS)
74. Developer shall dedicate to the City an irrevocable offer of an access easement over the portion of proposed lot 4 depicted on sheet A-1 for a future driveway to serve the lot east of proposed lot 4. The irrevocable offer shall clearly indicate that the access easement is transferrable to the owner of the lot intended to be served by the driveway. (DS)
75. Developer shall construct sewer laterals for the future use of the two adjacent parcels easterly of this project. Laterals shall terminate either at property line or 5 feet behind sidewalk whichever is shorter. (DS)
76. Developer shall not construct sewer laterals within proposed driveways unless no feasible alternative is available. Final determination of lateral location shall be approved by the Development Services Manager. (DS)

RESOLUTION NO. 13,887

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN APPEAL, AND APPROVING PLANNING AND ZONING PERMIT NO. 09-500-05 (SPECIAL USE PERMIT) TO PERMIT THE CONSTRUCTION OF FOUR DETACHED SINGLE-FAMILY DWELLINGS ON FOUR LOTS WITHIN TENTATIVE TRACT MAP NO. 5862, LOCATED AT 1071 NORTH VENTURA ROAD (APN: 181-0-191-27), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY RAÚL B. OROZCO, 312 CAMARILLO DRIVE, CAMARILLO, CA 93010.

WHEREAS, on May 20, 2010 the Planning Commission of the City of Oxnard recommended denial of an application for Planning and Zoning Permit Nos. 09-300-05 (Tentative Subdivision Map) and 09-500-05 (Special Use Permit), filed by Raúl Orozco, 312 Camarillo Drive, Camarillo CA 93010; and

WHEREAS, a motion at the Planning Commission was made to deny the project and all associated entitlements, and the motion of the Planning Commission failed; and

WHEREAS, in accordance with the Bylaws of the Planning Commission, failure of an item to receive the votes required for approval constitutes denial or recommendation for denial of the item under consideration; and

WHEREAS, on June 4, 2010, the applicant filed a timely appeal of the Planning Commission's action, filed by Raúl Orozco, 312 Camarillo Drive, Camarillo CA 93010; and

WHEREAS, the City Council has considered the appeal and has carefully reviewed the decision of the Planning Commission and has considered an application for Planning and Zoning Permit Nos. 09-300-05 and 09-500-05; and

WHEREAS, the City Council has carefully reviewed the Planning Commission action thereof, the staff report, and minutes of testimony at the public hearings; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the appeal of Planning & Zoning Permit Nos. 09-300-05 and 09-500-05; and

WHEREAS, Section 15332 of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the California Environmental Quality Act; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

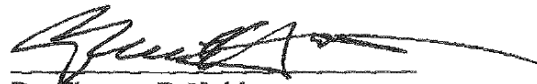
NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. 09-500-05 (Special Use Permit) is hereby approved, subject to the conditions set forth in Exhibit A.

PASSED AND ADOPTED this 22nd day of June 2010, by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, and MacDonald.

NOES: None.

ABSENT: Councilwoman Pinkard.



Dr. Thomas E. Holden
Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

Attachment 3
Page 14 of 22

Exhibit A

**STANDARD CONDITIONS OF APPROVAL
FOR LAND USE PERMITS**

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Public Works, Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 4, 2010, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, *G-3*)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)

5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

15. Before the City issues building permits or the proposed use is initiated, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
16. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
17. Developer shall maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, PK-4)
18. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
19. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
20. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)

LANDSCAPE SPECIAL CONDITIONS

21. Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements.
22. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the Landscape Water Conservation Standards.
23. Developer shall join the existing Strawberry Fields Landscape Maintenance District and pay its prorate share for joining the district and for maintenance of the Strawberry Fields Landscape maintenance areas.
24. A Home Owners Association shall be established and shall include: (1) the landscape parkways (including the mail box enclosure) on Oneida Court; (2) the future driveway area between lot 4 and an adjacent existing lot; (3) the landscape traffic island in the middle of Oneida Court; and Parcel "A" until such time it is turned over to the City.

25. Staff accepts and approves the December 19, 2006 arborist's tree report appraisal value of \$29,058 as prepared for the value of the existing Pinus pinea tree located at 1063 Ventura Rd. This tree shall remain at its present location and shall be protected at all times from ongoing site development.
26. During grading and construction activities, developer shall ensure that any adjacent existing tree(s) and/or tree root systems shall not be negatively impacted. Prior to issuance of any permits for grading or walls, the developer shall pay for the services of a certified arborist to survey the site and prepare a written report that identifies the findings and recommendations. The report shall be submitted to the Planning Division and approved prior to permit issuance. The arborist shall determine the extent of any tree root removal or method of severing roots, and perform any pruning and appropriate tree crown reduction that may be required. This condition shall be included on the perimeter wall plan and grading plan submitted to the Development Services Department.

FIRE DEPARTMENT STANDARD CONDITIONS

27. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
28. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
29. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
30. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
31. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
32. The turning radius of all project property driveways and turnaround areas used for access shall be approved by the City Traffic Engineering Department.
33. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
34. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturers specifications. It shall be hardwired with a battery backup.(FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

35. Fire sprinkler coverage is required for:
- a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
36. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.

PLANNING DIVISION STANDARD CONDITIONS

37. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
38. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
39. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
40. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, PL-5)
41. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, PL-7)
42. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. (B/DS, PL-11)
43. During construction, Developer shall control dust by the following activities:

- a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (B/DS, PL-12)
44. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, PL-13)
 45. Developer shall provide a rear patio concrete slab of at least 100 square feet. (PL/B, PL-26)
 46. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, PL-15)
 47. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, PL-16)
 48. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, PL-18)
 49. Developer shall provide automatic garage door openers for all garages. (PL/B, PL-20)
 50. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, PL-21)
 51. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, PL-28)
 52. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, PL-29)

53. Developer shall provide masonry walls on street side yards and along project perimeter property lines. Developer shall install interior lot line fences, to be constructed of wood or other material, subject to the approval of the Planning Division Manager. (PL/B, PL-31)
54. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of the private cul-de-sac, parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, PL-33)
55. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, PL-34)

PLANNING DIVISION SPECIAL CONDITIONS

56. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
57. Dwelling units on Lots 1 and 2 shall be limited to a maximum of 2,671-sq.ft. inclusive of a 413-sq.ft. garage. Dwelling units on Lots 3 and 4 shall be limited to a maximum of 3,610-sq.ft. inclusive of a 744-sq.ft. garage. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the approved plans and the construction plans. (PL)
58. For that portion of proposed Parcel A easterly of the back of sidewalk of the extension of Oneida Court and subject to the irrevocable offer to the City, all property owners and residents shall be prohibited from parking vehicles, installing paving or improvements, installing structures, or establishing any other land use. (PL)
59. Developer shall participate in the City's Art in Public Places Program in accordance with City Council Resolution No. 13,103. All new development shall pay a public art fee of \$0.20 per square foot of roofed building area. Such fee shall be paid prior to the issuance of a building permit. (PL/DS)
60. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)

61. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (PL)
62. All exterior work (grading, wall construction, framing, paving, etc.) shall be limited to the hours of 8:00 a.m. to 4:30 p.m. on weekdays, including Saturday. All interior and finish construction activities shall be subject to the City's noise ordinance contained in City Code Chapter 7, Article XI (Sound Regulation), and shall be limited to the hours of 7:00 a.m. to 6:00 p.m. on weekdays, including Saturday. (PL)
63. Prior to any grading or construction on the vacant property, Developer shall hire a qualified pest control service to remove and dispose of any gophers and other pests within the property. (PL)

ENVIRONMENTAL RESOURCES DIVISION

64. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall submit a "Solid Waste Management & Recycling Plan" to the City for review and approval. The plan shall provide for at least 50% of the waste generated on the project be diverted from the landfill. Plans shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The plan shall be submitted to Planning Division and Environmental Resources Division and approved by the Environmental Resources Division prior to issuance of a building permit. The plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Solid Waste Management and Recycling Plan form.
65. Developer shall follow the plan and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete the Solid Waste Management & Recycling report and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Solid Waste Management and Recycling C&D Report form prior to issuance of a certificate of occupancy.
66. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling to an authorized facility.

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



Tract/~~Parcel~~ Map Number TR 5862

Project Location:

ONEIDA CT

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

DATE:

3/19/15


Paul J. Wendt, Supervising Civil Engineer
Building and Engineering Division

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Patricia Friend *PS* Agenda Item No. *I-3*

Reviewed By: City Manager *JM* City Attorney *JOB* Finance *JD* Other (Specify) _____

DATE: April 22, 2015

TO: City Council

FROM: Jason Samonte, Development Services Traffic Engineer *JS*

SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7774) for DS14-21-Bus Pullouts at Esplanade Drive

RECOMMENDATION

That City Council award contract to be numbered A-7774 to the lowest responsible and responsive bidder, Berry General Engineering Contractors, Inc. in the amount of \$255,465.10 for bus pullouts at Esplanade Drive and sidewalk improvements at Wagon Wheel Road, and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION

This capital improvement project includes enhancements to two existing transit stops to provide a pullout area for Gold Coast Transit. Each stop will have a passenger shelter with lighting, a bus bench, trash can and bicycle rack. The intersection of Wagon Wheel Road and Esplanade Drive will be widened and improved with crosswalks. Approval of the specifications for this project and permission to conduct a public bid process was obtained from City Council on July 8, 2014. The first advertisement of the project bid was February 19, 2015 and bid process opened to public on Monday, February 23, 2015. The public bid closed on April 8, 2015 and the City received six bids ranging from the low of \$255,465.10 to a high of \$310,618.00.

Following procurement staff review of all documentation received and checks of required licenses, Occupational Safety & Health Administration (OSHA) web site; verification that Contractor and Subcontractors are all registered with the State of California Department of Industrial Relations (DIR) as required; records of debarment and labor compliance, Berry General Engineering is determined to be a responsible and responsive low bidder.

FINANCIAL IMPACT

The City received a competitive grant for transit stops from the Ventura County Transportation Commission (VCTC) in April 2013. Council approved the Five-Year Capital Improvement Program for Fiscal Years 2013-14 to 2017-18. Funding is available from Transit Stops Project 133110 which is funded with Federal Grant Fund 275 and matching funding sources from TDA Fund 213.

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and
Execute a Contract (A-7774) for DS14-21-Bus Pullouts at Esplanade Drive
April 30, 2015
Page 2

pcf/JS

- Attachment #1 - Tabulation of Bids
#2 – Project Cost Estimate
#3 - Bid Package – Aegis ITS, Inc.
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 – CA DIR Registration
#9 - Staff Report –Council Approval to Bid

					Berry General	Toro Enterprises	Union Engineering
22	WAGON WHEEL RD. WIDENING - CLEARING & GRUBBING	1	LS	\$0.00	\$6,800.00	\$6,800.00	\$24,110.00
23	AC PAVEMENT (4" MINIMUM)	66	TN	\$126.30	\$8,335.80	\$151.00	\$9,966.00
24	AGGREGATE BASE (6" MINIMUM)	49	CY	\$50.30	\$2,464.70	\$57.00	\$2,793.00
25	UNCLASSIFIED EXCAVATION	114	CY	\$141.90	\$16,176.60	\$120.00	\$13,680.00
26	8'-WIDE, 4" -THICK CONCRETE SIDEWALK	2513	SF	\$4.10	\$10,303.30	\$4.00	\$10,052.00
27	TYPE A3-6 CURB & GUTTER	212	LF	\$22.60	\$4,791.20	\$27.00	\$5,724.00
28	TYPE A1-6 CURB	138	LF	\$23.65	\$3,263.70	\$22.00	\$3,036.00
29	COLOR STAMPED CONCRETE	648	SF	\$10.90	\$7,063.20	\$10.00	\$6,480.00
30	CASE A, TYPE 3 ACCESS RAMP INCLUDING TRUNCATED DOME	1	EA	\$885.00	\$885.00	\$2,000.00	\$2,140.00
31	TRUNCATED DOME	54	SF	\$30.90	\$1,668.60	\$33.00	\$1,782.00
32	RELOCATE FIRE HYDRANT	1	EA	\$6,825.00	\$6,825.00	\$3,200.00	\$4,600.00
33	ADJUST WATER METER TO GRADE	2	EA	\$730.00	\$1,460.00	\$700.00	\$1,370.00
*34	ADJUST VALVE BOX TO GRADE-Add#2	4	EA	\$595.00	\$2,380.00	\$400.00	\$1,600.00
35	RECONSTRUCT MANHOLE COVER	1	EA	\$2,625.00	\$2,625.00	\$3,100.00	\$1,370.00
36	RELOCATE TYPE K SIGN	1	EA	\$74.00	\$74.00	\$105.00	\$80.00
37	12" SOLID WHITE LIMIT LINE STRIPING	65	LF	\$5.25	\$341.25	\$3.25	\$211.25
38	DETAIL 22	150	LF	\$3.15	\$472.50	\$2.50	\$375.00
39	DETAIL 38	200	LF	\$3.15	\$630.00	\$1.60	\$320.00
40	DETAIL 39	35	LF	\$2.10	\$73.50	\$1.10	\$38.50
41	TYPE I - 10' ARROW PAVEMENT MARKING	1	EA	\$79.00	\$79.00	\$100.00	\$89.00
42	TYPE IV ARROW PAVEMENT MARKING	4	EA	\$63.00	\$252.00	\$100.00	\$400.00
43	STOP PAVEMENT MARKING	3	EA	\$184.00	\$552.00	\$210.00	\$630.00
44	BIKE LANE ARROW PAVEMENT MARKING	1	EA	\$52.00	\$52.00	\$75.00	\$59.00
45	BIKE SYMBOL PAVEMENT MARKING	1	EA	\$131.00	\$131.00	\$75.00	\$149.00
46	ZEBRA TYPE CROSSWALK	400	SF	\$5.25	\$2,100.00	\$7.00	\$2,800.00
47	R1-1 SIGN	2	EA	\$265.00	\$530.00	\$263.00	\$526.00
48	R3-7 SIGN	2	EA	\$265.00	\$530.00	\$263.00	\$526.00
49	R81 SIGN	1	EA	\$235.00	\$235.00	\$210.00	\$270.00
50	TRAFFIC CONTROL	1	LS	\$6,500.00	\$6,500.00	\$9,000.00	\$9,200.00
*51	REMOVE & REOPLACE 8-IN RS WATER VALVE-Add #2	1	EA	\$6,825.00	\$6,825.00	\$13,000.00	\$10,800.00
			SUBTOTAL	**	\$87,619.35	\$99,304.75	\$132,216.00
			SUBTOTAL SUBMITTED		\$87,619.35	\$99,304.75	\$132,216.00
			GRAND TOTAL BID		\$242,275.10	\$268,069.75	\$310,418.00
			GRAND Total Bid Amount SUBMITTED		\$255,465.10	\$268,069.75	\$310,618.00

ATTACHMENT 1

PAGE 2 OF 6

SUBCONTRACTORS		Contractors, Inc.	Toro Enterprises, Inc.	Union Engineering Co.
Listed Subs	Benner & Carpenter	Case Land Surveying, Inc.	A & P	
	506 E Main St	614 N Eckhoff Street	P O Box 4153	
	Santa Paula, CA 93060	Orange, CA 92868	Saticoy, CA 93007	
	INTERSTATE STRIPING	Chrisp Co.	Benner & Carpenter	
	391 DRYDEN ST	2280 S Lilac Ave	506 E Main St	
	THOUSAND OAKS, CA 91360	Bloomington, CA 92316	Santa Paula, CA 93060	
	Trademark Concrete		INTERSTATE STRIPING	
	1301 Maulhardt Ave		391 DRYDEN ST	
	Oxnard, CA 93030		THOUSAND OAKS, CA 91360	

				Hughes General Engineering				CS Legacy Construction, Inc.				Aguilera Brothers Construction			
				6544 BEENE ROAD				13263 Yorba Ave				288 Country View Ct.			
				VENTURA, CA 93033				Chino, CA 91710				Santa Paula, CA 93060			
				US				US				US			
				Bidder Status: Valid				Bidder Status: Valid				Bidder Status: Valid			
				#4				#5				#6			
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total									
1		BUS STOPS -CLEARING & GRUBBING	1	LS	\$38,175.00	\$38,175.00		\$26,535.00	\$26,535.00	\$12,641.00	\$12,641.00				
2		8" REINFORCED CONCRETE BUS PULL-OUT	102	CY	\$375.00	\$38,250.00		\$460.00	\$46,920.00	\$600.00	\$61,200.00				
3		AC PAVEMENT (4" MINIMUM)	69	TN	\$180.50	\$12,454.50		\$168.00	\$11,592.00	\$308.00	\$21,252.00				
4		AGGREGATE BASE (6" MINIMUM)	151	CY	\$112.50	\$16,987.50		\$136.00	\$20,536.00	\$90.00	\$13,590.00				
5		UNCLASSIFIED EXCAVATION	110	CY	\$148.00	\$16,280.00		\$132.00	\$14,520.00	\$66.00	\$7,260.00				
6		8'-WIDE, 4"-THICK CONCRETE SIDEWALK	3265	SF	\$6.50	\$21,222.50		\$6.20	\$20,243.00	\$9.75	\$31,833.75				
7		RELOCATE WATER METER	1	EA	\$3,500.00	\$3,500.00		\$2,651.00	\$2,651.00	\$487.00	\$487.00				
8		RELOCATE FIRE HYDRANT	1	EA	\$9,500.00	\$9,500.00		\$2,925.00	\$2,925.00	\$16,850.00	\$16,850.00				
9		ADJUST VALVE BOX TO GRADE	3	EA	\$230.00	\$690.00		\$326.00	\$978.00	\$557.00	\$1,671.00				
10		REMOVE & SALVAGE PULL BOX	2	EA	\$150.00	\$300.00		\$181.00	\$362.00	\$348.00	\$696.00				
11		RELOCATE NEWSSTANDS	1	LS	\$175.00	\$175.00		\$1,705.00	\$1,705.00	\$2,550.00	\$2,550.00				
12		BUS SHELTER, METAL BENCH, TRASH RECEPTACLE AND BIKE RACK - 3 SETS	3	LS	\$13,933.33	\$41,800.00		\$23,265.00	\$69,795.00	\$21,300.00	\$63,900.00				
13		BIKE RACK	1	EA	\$325.00	\$325.00		\$987.00	\$987.00	\$1,600.00	\$1,600.00				
14		RELOCATE BUS SHELTER, METAL BENCH, TRASH RECEPTACLE, ELECTRICAL METER AND SOLAR PANEL - 1 SET	1	LS	\$2,125.00	\$2,125.00		\$11,261.00	\$11,261.00	\$8,470.00	\$8,470.00				
15		RELOCATE BUS STOP SIGN & GUIDE SIGN	2	EA	\$180.00	\$360.00		\$177.00	\$354.00	\$610.00	\$1,220.00				
16		DETAIL 38A	240	LF	\$2.10	\$504.00		\$2.10	\$504.00	\$5.10	\$1,224.00				
17		DETAIL 39	220	LF	\$2.40	\$528.00		\$2.35	\$517.00	\$3.36	\$739.20				
18		BIKE LANE ARROW PAVEMENT MARKING	1	EA	\$60.00	\$60.00		\$60.00	\$60.00	\$118.00	\$118.00				
19		BIKE SYMBOL PAVEMENT MARKING	1	EA	\$150.00	\$150.00		\$148.00	\$148.00	\$185.00	\$185.00				
20		R81 SIGN	1	EA	\$270.00	\$270.00		\$265.00	\$265.00	\$1,085.00	\$1,085.00				
21		TRAFFIC CONTROL	1	LS	\$10,375.00	\$10,375.00		\$3,881.00	\$3,881.00	\$12,665.00	\$12,665.00				
				SUBTOTAL				\$214,031.50				\$236,739.00			
				SUBTOTAL SUBMITTED				\$214,831.50				\$236,739.00			

ATTACHMENT

PAGE 4 OF 6

SUBCONTRACTORS	Hughes General Engineering	CS Legacy Construction, Inc.	Aguilera Brothers Construction
B.C. Rincon	67 E La Loma Ave Somis, CA 93066	Case Land Surveying, Inc. 614 N Eckhoff Street Orange, CA 92868	California Civil Design Group 133 la Veta Dr Camarillo, CA 93012
Benner & Carpenter	506 E Main St Santa Paula, CA 93060	INTERSTATE STRIPING 391 DRYDEN ST THOUSAND OAKS, CA 91360	Super Seal & Stripe P O Box 755 310 A Street Fillmore, CA 93016
Clear Channel Outdoor, Inc.	19320 Harborgate Way Los Angeles, CA 91780		
INTERSTATE STRIPING	391 DRYDEN ST THOUSAND OAKS, CA 91360		

**CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE**

Project Title: Transit Stops 2014--Esplanade Specification No: DS14-21
 213-3125-826-8610
 Account No: 275--3125-826-8604 Project No. 133110 Project Manager: Cynthia Daniels

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)			
1. Preliminary Feasibility			
2. Design or Construction			
3. Specification/Cost Estimate			
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis			
3. Inspection			
4. Testing			
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)		3,405	
Total External Services		\$ 3,405	
II. INTERNAL SERVICES			
A. Design Engineering (8451)	7,275	18,160	
B. Inspection (8451)	9,403	10,678	
C. Survey (8451)	1,859	2,192	
D. Contract Administration (8451)	4,701	5,761	
E. Contract Procurement (8451)*	5,000	5,000	5,000
Total Internal Services	\$ 28,238	\$ 41,791	\$ 5,000
III. CONSTRUCTION/ACQUISITION			
<i>Funding for items in this section must be in place before contract is awarded</i>			
A. Land, Easements and Rights-of-Way (8601)			
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New	191,145	255,465	
8605-Major Repair			
D. Machinery/Equipment (8606/8607)			
Total Construction/Acquisition	\$ 191,145	\$ 255,465	
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)	22,555	25,547	
B. CIP Indirect Cost (2.23% of total construction costs)	3,823		
Total Other Costs	\$ 26,378	\$ 25,547	
Project Total	\$ 245,761	\$ 326,208	\$ 5,000
Total Appropriation	\$ 587,210	587,210	
Less: Encumbrances & Expenditures		8,921	
Balance Available	\$ 587,210	\$ 578,289	

***NOTICE**
 Approval of this estimate authorizes the transfer of the amount shown in item II-E from the project listed above to Contract Procurement Account No. 101-4501-553-7337 when bid solicitation services begin.

Prepared by:	C. Daniels	C. Daniels
Date:	July 8, 2014	4/21/15
Approved by:		C. Daniels
Date:		4/21/15

ATTACHMENT 2
 PAGE 1 OF 1

S:\Contract Procurement\Tools\Project Estimate

CITY OF OXNARD
SPECIFICATION NUMBER DS14-21

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – DS14-21-Transit Stops Enhancement – Esplanade Drive

BRIEF DESCRIPTION OF PROJECT: Transit Stops Enhancement –Esplanade Drive –
Installation of concrete sidewalk, concrete bus pullouts, bus shelters, metal benches, trash receptacles, bicycle racks and relocation of existing bus shelters; and all related activities and work required at two bus stop locations along Esplanade Drive; and related project work including traffic signs and striping along Wagon Wheel Road.

Specification Number DS14-21 includes 18 pages of bid documents. Drawing No. 13-14A includes 6 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 30 calendar days. Liquidated damages will be assessed at \$1,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID

Name Berry General Engineering Contractors, Inc.

Physical Address 350 W Lewis St

Mailing Address PO Box 1457

City Ventura State CA Zip Code 93002

Telephone No. 805-643-7567 Fax No. 805-643-7482

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

B-1

**CITY OF OXNARD
SPECIFICATION NUMBER DSI4-21**

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The project consists of installation of concrete sidewalk, concrete bus pull-outs, bus shelters, metal benches, trash receptacles, bicycle racks, relocation of existing bus shelters, metal benches and trash receptacles, placement & compaction of asphalt concrete, relocation of utilities, relocation of signs and guide panels, adjust utility covers to finished grade; traffic signs and striping at two bus stop locations along Esplanade Drive. It also consists of installation of concrete sidewalk, access ramps, colored stamped concrete, concrete curb & gutter, placement & compaction of asphalt concrete, relocation of utilities; adjust utility covers to finished grade; traffic signs and striping along Wagon Wheel Road.

Some, or all, of this project is funded with Federal Grant funds and proper solicitation of Subcontractors is required with a Good Faith Effort required to prove this was done in accordance with federal requirements in the Code of Federal Regulations 49 CFR 23. The successful Contractor shall cooperate with the Ventura County Transportation Commission (VCTC) in meeting VCTC's race neutral commitments and goals for maximum utilization of Disadvantaged Business Enterprises (DBEs) and contractor will use its best efforts to ensure DBEs shall have the maximum practicable opportunity to compete for subcontract work under this contract. All contractors, Prime and Subs, will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determination or Davis-Bacon. The HIGHER of the State or Federal Wage Rate shall be used.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER DS14-21

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
BUS STOPS					
1	Clearing & Grubbing	LS	1	10,840.00	\$ 10,840.00
2	8" reinforced concrete bus pull-out	CY	102	403.75	41,182.50
3	AC Pavement (4" minimum)	Ton	69	114.50	7,900.50
4	Aggregate Base (6" minimum)	CY	151	64.50	9,739.50
5	Unclassified Excavation	CY	110	105.50	11,605.00
6	8'-wide, 4"-thick concrete sidewalk	SQ. FT.	3,265	415	1,354,975
7	Relocate Water Meter	EA	1	4,725.00	4,725.00
8	Relocate Fire Hydrant	EA	1	6,825.00	6,825.00
9	Adjust valve box to grade	EA	3	595.00	1,785.00
10	Remove & salvage pull box	EA	2	595.00	1,190.00
11	Relocate newsstands	LS	1	1502.00	1502.00
12	Bus shelter, metal bench, trash receptacle and bike rack	LS	3 sets	10,300.00	30,900.00
13	Bike rack	EA	1	520.00	520.00
14	Relocate bus shelter, metal bench, trash receptacle, electrical meter and solar panel	LS	1 set	4250.00	4250.00
15	Relocate bus stop sign & guide sign	EA	2	159.00	316.00
16	Detail 38A	L.F.	240	1.85	444.00
17	Detail 39	L.F.	220	2.10	462.00
18	Bike lane arrow pavement marking	EA	1	52.50	52.50
19	Bike symbol pavement marking	EA	1	131.00	131.00
20	R81 sign	EA	1	236.00	236.00
21	Traffic Control	LS	1	6500.00	6500.00
SUB-TOTAL					\$ 154,655.75
WAGON WHEEL RD. WIDENING					
22	Clearing & Grubbing	LS	1		
23	AC Pavement (4" minimum)	Ton	66	126.30	8,335.80
24	Aggregate Base (6" minimum)	CY	49	50.30	2,464.70
25	Unclassified Excavation	CY	114	141.90	16,176.60
26	8'-wide, 4"-thick concrete sidewalk	SQ. FT.	2,513	4.10	10,303.30
27	Type A3-6 Curb & Gutter	L.F.	212	22.60	4,791.20
28	Type A1-6 Curb	L.F.	138	23.65	3,263.70
29	Colored Stamped Concrete Case A, Type 3 Access Ramp	SQ. FT.	648	10.90	7,063.20
30	Including truncated dome	EA	1	885.00	885.00
31	Truncated Dome	SQ. FT.	54	30.90	1,668.60
32	Relocate Fire Hydrant	EA	1	6,825.00	6,825.00
33	Adjust water meter to grade	EA	2	730.00	1,460.00
*34	Adjust valve box to grade	EA	54	595.00	2,380.00
35	Reconstruct manhole cover	EA	1	2,625.00	2,625.00

***REVISED WITH ADDENDUM #2**

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3

ATTACHMENT 3
PAGE 3 OF 17

CITY OF OXNARD
SPECIFICATION NUMBER DS14-21

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	WAGON WHEEL RD. (CONTINUED)				
36	Relocate Type K sign	EA	1	74.00	\$ 74.00
37	12" solid white limit line striping	L.F.	65	5.25	341.25
38	Detail 22	L.F.	150	3.15	472.50
39	Detail 38	L.F.	200	3.15	630.00
40	Detail 39	L.F.	35	2.10	73.50
41	Type I - 10' arrow pavement marking	EA	1	79.00	79.00
42	Type IV arrow pavement marking	EA	4	63.00	252.00
43	STOP pavement marking	EA	3	184.00	552.00
44	Bike lane arrow pavement marking	EA	1	52.00	52.00
45	Bike symbol pavement marking	EA	1	131.00	131.00
46	Zebra Type Crosswalk	SQ. FT.	400	5.25	2100.00
47	R1-1 sign	EA	2	265.00	530.00
48	R3-7 sign	EA	2	265.00	530.00
49	R81 sign	EA	1	235.00	235.00
50	Traffic Control	LS	1	6500.00	6500.00
*51	Remove & Replace 8-in RS Water Valve	EA	1	6825.00	6825.00
	SUB TOTAL				\$ 100,809.35
	GRAND TOTAL			\$ 255,465.10	

***REVISED WITH ADDENDUM #2**

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3A

ATTACHMENT 3
PAGE 4 OF 17

**CITY OF OXNARD
SPECIFICATION NUMBER DS14-21**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 255,465.¹⁰

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

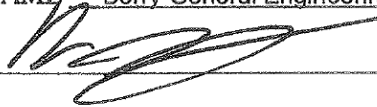
The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	3/10/15		
2	3/18/15		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED April 8, 2015 AT 350 W. Lewis St, Ventura CA 93001

COMPANY NAME Berry General Engineering Contractors, Inc.

SIGNATURE  TITLE Vice-President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-4

**CITY OF OXNARD
SPECIFICATION NUMBER DS14-21**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No ✓

2. If yes, explain the circumstances.



Robert Sainsbury, Vice-President

SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER DS14-21**

BIDDER'S AFFIDAVIT

PROJECT DS14-21 Transit Stops Enhancement - Esplanade Drive

I depose and say that I am Robert Sainsbury, Vice-President

(Print or type name and title)

of Berry General Engineering Contractors, Inc.

(Name of Company)

PO Box 1457

Ventura

CA

93002

(Address)

(City)

(State)

(Zip Code)

Contractor's Employer Identification Number: 95-350379

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 400577 FED TAX ID. # 95-3507379

Classification: A

Contractor's License Expiration Date: 02/28/2017

City of Oxnard Business License Number(Not Required to Bid): 1600000829

Data Universal Numbering System (D-U-N-S #): 09-4444916

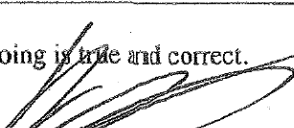
Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated April 7, 2015 at Ventura, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)


SIGNATURE

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER DS14-21

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.	✓	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854.	✓	

Contractor Officer's Signature: _____

_____ Title

April 8, 2015

Date

Robert Sainsbury, Vice-President Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

Experience Statement

Carpinteria Unified School District - 1400 Linden Ave, Carpinteria CA 93013
Carpinteria Middle School Outdoor Athletic Facilities
Work Performed: : grading, asphalt paving and concrete improvements
Cindy Abbott - 805-684-4511
\$1,216,200 - Completed March 2009

Great American Insurance - P.O. Box 1219, Cincinnati OH 45201
Upland Road Completion
Work Performed: asphalt paving and concrete sidewalks
Jeff Jubera - 410-604-1956
\$737,154 - Completed March 2010

Clark Builders Group - P.O. Box 3285, Camarillo CA 93011-3285
Catalina Heights Military Housing
Worked Performed: grading, asphalt paving, concrete curbs gutters & sidewalks
Rob Gish - 805-987-8600
\$2,192,888 - Completed July 2010

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
2009 ARRA Pavement Rehabilitation, Casitas Pass Road
Work Performed: asphalt paving
Matt Roberts - 805-684-5405
\$682,623 - Completed January 2011

Oxnard School District - 1051 South A Street, Oxnard CA 93036
Grading/Paving/Concrete at Education Service Center 1051 So. A Street
Joe Patterson - 805-440-9939 / Jeff der ven Eikhof, Engineer 805-486-4436
\$618,851 - Completed September 2011

Oxnard Harbor District, Port of Hueneme - 333 Ponoma St., Port Hueneme CA 93044
TWIC Gate Phase III
Work Performed: grading, asphalt paving, concrete
Chris Berkelo - 805-488-3677
\$970,284 - Completed August 2012

ATTACHMENT 3
PAGE 9 OF 17

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Camarillo - 601 Carmen Drive, Camarillo CA 930010
Camarillo Hills Drain - Ponderosa Drive Channel Landscape Phase 2, RPSTPLE-5393(030)
Work Performed as General Contractor: grading, asphalt paving and concrete improvements
Rick Nack - 805-388-5340
\$421,888 - Completed 12/2013

Ventura Unified School District - 255 W Stanley Ave. Ste 100, Ventura CA 93001
Asphalt at Various School Sites
Work Performed as General Contractor: asphalt paving and concrete; managing utilities,
striping and fencing
Terry Allison - 805-641-5303
\$489,484 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Ocho & Concha Loma, #15020 - Asphalt & Concrete Improvements
Work Performed as General Contractor: asphalt paving and concrete improvements
Matt Roberts - 805-684-5405
\$97,909 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Santa Ynez Ave Pedestrian & Handicap Ramps, #15035
Work Performed as General Contractor: asphalt paving, concrete improvements
Matt Roberts - 805-684-5405
\$119,013 - Completed 08/2013

City of Carpinteria - 5775 Carpinteria Ave, Carpinteria CA 93013
Santa Ynez & Seventh Street, #15024 - Asphalt & Concrete Improvements
Work Performed as General Contractor: digouts, asphalt paving and concrete improvements;
managing electrical, striping & signs, landscape
Matt Roberts - 805-684-5405
\$151,246 - Completed 08/2013

City of Thousand Oaks - 2100 Thousand Oaks Blvd, Thousand Oaks CA 91360
Borchard Road Median Reconstruction
Work Performed as General Contractor: digouts, grading, asphalt paving and concrete
improvements; managing, landscaping and striping
Elaine Camia - 805-449-2448
\$566,432 - Completed 02/2014

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Thousand Oaks - 2100 Thousand Oaks Blvd, Thousand Oaks CA 91360
Storm Drain Improvement Project
Work Performed as General Contractor: asphalt paving and concrete improvements; managing storm drain, landscaping, fencing and striping
Elaine Camia - 805-449-2448
\$1,281,263 - Completed 05/31/2014

City of Oxnard - 1060 Pacific Avenue Bldg 2, Oxnard CA 93030
Ventura Blvd Park & Ride and Pedestrian Crossings
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing masonry, electrical, striping
Patricia Friend - 805-385-7802
\$200,508.00 - 100% Complete

Oak Park School District - 5801 E. Conifer St., Oak Park CA 91377
Parking Lot & Playground Repairs
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing masonry, electrical, striping
Keith Henderson - 805-983-1558
\$149,485 - 100% Complete

City of Ventura - PO Box 99, Ventura CA 93001
Downtown Ramp Improvements
Work Performed as General Contractor: remove & replace truncated domed handicap ramps
Mark Garcia - 805-648-7800
\$160,364

City of Ventura - PO Box 99, Ventura CA 93001
Westpark Community Center Improvements Phase II
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter, fixtures; managing landscaping, underground, striping
Mark Garcia - 805-648-7800
\$112,319

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

City of Oxnard - 1060 Pacific Avenue Bldg 2, Oxnard CA 93030
Median & Traffic Signal Modifications at Pleasant Valley Rd and Rose Ave.
Work Performed as General Contractor: digouts, asphalt paving, concrete curb & gutter;
managing electrical, traffic loops, striping
Patricia Friend - 805-385-7802
\$294,275 - 100% Complete

City of Westlake - 31200 Oakcrest Drive, Westlake Village CA 91361
Agoura Road Curb & Gutter Replacement Project
Work Performed as General Contractor: digouts, concrete curb & gutter; managing electrical,
traffic loops, striping
Michael Wright - mwright@wildan.com
\$296,392 - 100% Complete

ATTACHMENT 3
PAGE 12 OF 17

CITY OF OXNARD
SPECIFICATION NUMBER DS14-21
E SECTION
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Exhibit A

Lobbying Certification

As required by U.S. DOT regulations, New Restrictions on Lobbying, at 49 CFR 20.110, "I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of Berry General Eng., to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, Disclosure Form to Report Lobbying, would be submitted and would include all information required by the forms instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understand that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."



Signature & Title of Authorized Official

Robert Sainsbury, Vice-President

04/08/2015

Date

E-15

ATTACHMENT 3
PAGE 13 OF 17

CITY OF OXNARD
SPECIFICATION NUMBER DS14-21
E SECTION
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

Certification of Buy America Compliance for Procurement of steel, iron, or manufactured products (49 U.S.C. 5323(j)(1))

The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), Section 165(a) of the Surface Transportation Assistant Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661

Date April 8, 2015

Signature 

Company Name Berry General Engineering Contractors, Inc.

Title Vice-President

Certification of Buy America Non-Compliance for Procurement of steel, iron, or manufactured products (40 U.S.C. 5323(j)(1))

The bidder hereby certifies that it cannot comply with the requirements of 40 U.S.C. 5323(j)(1), Section 165(a) of the Surface Transportation Assistant Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165 (b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.7.

Date April 8, 2015

Signature 

Company Name Berry General Engineering Contractors, Inc.

Title Vice-President

MUST BE COMPLETED AND SUBMITTED WITH BID

E-16

ATTACHMENT 3
PAGE 14 OF 17

CITY OF



General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

March 10, 2015

ADDENDUM NO. 1
SPECIFICATION NO. DS14-21
TRANSIT STOPS ENHANCEMENT AT ESPLANADE DRIVE

SCHEDULED BID OPENING DATE: ~~MARCH 25, 2015~~

SCHEDULED BID OPENING DATE MOVED TO: APRIL 8, 2015

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 changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:

1. The Bid Date is moved from March 25, 2015 to:

NEW BID OPEN DATE: APRIL 8, 2015

(There is no change to time and place for bid submittal)

Addendum No. 1

Specification No. DS14-21

TRANSIT STOPS ENHANCEMENT AT ESPLANADE DRIVE

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. One (1) page of text

Addendum No. 1 Received: Date: 03/10/2015

Berry General Engineering Cont., Inc.

Company


Authorized Signature

PO Box 1457

Address of Company

Ventura

City

CA

State

93003

Zip Code

Robert Sainsbury, Vice-President

Name and Title, Typed

805-643-7567

Telephone Number, Including Area Code



March 18, 2015

ADDENDUM NO. 2
SPECIFICATION NO. DS14-21
TRANSIT STOPS ENHANCEMENT AT ESPLANADE DRIVE

SCHEDULED BID OPENING DATE: MARCH 25, 2015
BID OPENING DATE CHANGED TO: APRIL 8, 2015 (Addendum #1)

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 changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:**
1. Bid Documents, B Section, Page B-3-Bid Schedule of Work and Prices–Bid List Item No. 34- EVALUATION QTY now reads –‘5’ - EVALUATION QTY is REVISED to read ‘4’. Bidders File Copy and Blue Bid Sheet are included.
 2. Bid Documents, B Section, Page B-3A – Bid Schedule of Work and Prices is revised with this Addendum Bid Item Numbers 51-‘Remove and Replace 8-in. RS Water Valve’ IS ADDED and a new Page B-3A is attached –Bidders File Copy and Blue Bid Sheet.
- B. The following changes/corrections/additions are made to the Technical Specifications:**
1. Special Provisions, F Section, A New SECTION 1186-Installation of Gate Valves (Bid Item No. 51) is ADDED to the Specification and Copy is attached.

Based on the City’s Water Atlas records, the main water line is a 12-in. ACP (Asbestos Cement Pipe). The water valve that needs to be replaced and installed in a new location is an 8-in. valve. 4-in. backflow device where connected to the 8-in. valve. The type of pipe for the lateral was not shown on our records. Therefore, Contractor shall verify the type of lateral pipe that exist. If the existing lateral pipe is an ACP (Asbestos Cement Pipe), the Contractor shall replace the existing lateral pipe with C-900 Class 200 PVC pipe with the same size as existing. New lateral pipes shall be C-900 Class 200 PVC with the same size as existing.

City records show presence of 12-in. Asbestos Cement Pipe (ACP) for main water line where the lateral is connected. The Contractor shall comply with related Cal-OSHA Title 8 regulations, specifically asbestos, in the handling and disposal of hazardous materials.

C. The following changes/corrections/additions are made to the Drawing 13-14A:

Sheets Number 3-Demolition Plan and Sheet Number 4-Improvement Plan are **REVISED**; Copies of these Drawing Sheets are included. These revised sheets show new comments and locations, clarifications and details for revisions to work scope.

Addendum No. 2
Specification No. DS14-21
TRANSIT STOPS ENHANCEMENT AT ESPLANADE DRIVE

The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

1. Two (2) pages of text
Bid Sheet -Page B-3 & B-3A- Bidder's File Copy - 2 Pages
Blue Bid Sheet - Page B-3 & B-3A - 2 Pages
F Section, Section 1186- 4 Pages
Drawing 13-14A -Sheet 3 and Sheet 4 - 2 Pages

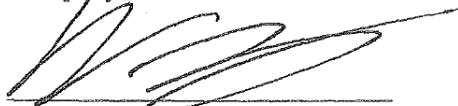
Addendum No. 2 Received: Date: 03/18/2015

Berry General Engineering Cont., Inc.

Company

PO Box 1457

Address of Company



Authorized Signature

Ventura

City

CA 93002

State Zip Code

Robert Sainsbury, Vice-President

Name and Title, Typed

805-643-7567

Telephone Number, including Area Code


**UNITED STATES
DEPARTMENT OF LABOR**

[A to Z Index](#) | [Newsroom](#) | [Contact Us](#) | [FAQs](#) | [About OSHA](#)

OSHA

[Newsletter](#)

Occupational Safety & Health Administration
We Can Help

[Home](#) | [Workers](#) | [Regulations](#) | [Enforcement](#) | [Data & Statistics](#) | [Training](#) | [Publications](#) | [Newsroom](#) | [Small Business](#)

[What's New](#) | [Offices](#)


Anti-Retaliation

Your Establishment search returned 0 results.

Establishment

State

OSHA Office

Case Status ☒ All ☐ Closed ☐ Open

Violation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date

End Date

Can't find it?
[Wildcard use %](#)
[Basic Establishment Search Instructions](#)
[Advanced Search Syntax](#)


Note: Please read important information below regarding interpreting search results before using.

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#) | [Contact Us](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210
 Telephone: 800-321-OSHA (6742) | TTY
www.OSHA.gov

ATTACHMENT 4
PAGE 1 OF 1

https://www.osha.gov/pls/imis/establishment.html?p_message=2&establishment=Berry%2... 4/22/2015

CITY OF OXNARD
SPECIFICATION NUMBER DS14-21

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. <u>Bennett & Carpenter</u>	<u>506 E. Main St.</u> <u>Santa Paula CA.</u> <u>93060</u>	<u>Survey</u>	<u>LS</u> <u>7998</u>	
2. <u>Interstate Striping & Signs</u>	<u>391 Dugden St</u> <u>Thousand Oaks</u> <u>91360</u>	<u>Striping</u>	<u>838618</u>	<u>C-32</u>
3. <u>Sam Hill & Sons</u>	<u>P.O. Box 5670</u> <u>Ventura CA 93005</u>	<u>Water & Storm Drain</u>	<u>64894</u>	<u>A</u>

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-5

ATTACHMENT 5
PAGE 1 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER DS14-21**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Berry General Engineering Contractors, Inc.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. Tradepoint Concrete Systems, Inc.	1361 Manhattan Ave. Oxnard 93030	Stamped Concrete	511344	C-F
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER DS14-21**

REFERENCES

BIDDER'S NAME Berry General Engineering Contractors, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
See attached List of References		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone


SIGNATURE OF BIDDER
Robert Sainsbury, Vice-President

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

List of References:

City of Ventura
501 Poli Street
Ventura, CA 93001
Brad Starr, 805-654-7742
Overlay Streets
\$1,000,000.00

City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Elaine, 805-449-2448
Borchard Road Median Improvements
\$1,400,000.00

County of Ventura – Department of Airports
555 Airport Way
Camarillo, CA 93010
Don Occhiline, 805-388-4205
Street Improvements
\$750,000.00

Carpinteria Unified School District
1400 Linden Avenue
Carpinteria, CA 93013
Cindy Abbott, 805-684-4511
Carpinteria Middle School Outdoor Facilities
\$1,139,000.00

Newhall Land & Farm
23823 Valencia Blvd.
Valencia, CA 91355
Cindy Raville, 661-255-4000
Street Improvements
\$1,000,000.00

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER

DS14-21

STATE OF CALIFORNIA
COUNTY OF VENTURA

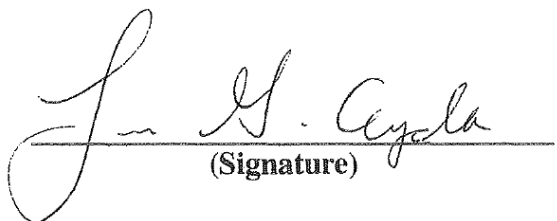
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

February 19, 26, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

26th day of February 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number DS14-21 for the Transit Stops Enhancement-Esplanade Drive Project. The work will consist of installation of concrete sidewalks, concrete bus pullouts, bus shelters, relocation of existing bus shelters and installation of all related equipment and materials. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyusa.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, FEBRUARY 23, 2015. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 10:30 A.M. on WEDNESDAY, MARCH 4, 2015. All prospective bidders are urged to attend.

Some, or all, of this project is funded with Federal Grant funds and proper solicitation of Subcontractors is required with a Good Faith Effort required to prove this was done in accordance with federal requirements in the Code of Federal Regulations 49 CFR 23. The successful Contractor shall cooperate with the Ventura County Transportation Commission (VCTC) in meeting VCTC's race neutral commitments and goals for maximum utilization of Disadvantaged Business Enterprises (DBEs) and contractor will use its best efforts to ensure DBEs shall have the maximum practicable opportunity to compete for subcontract work under this contract. All contractors, Prime and Subs, will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determination or Davis-Bacon. The HIGHER

ATTACHMENT

PAGE 1 OF 2

Certificate of Publication

Ad #362050

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, Maria Rodriguez, hereby certify that the Ventura County Star Newspaper has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Feb. 20, 27, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Feb. 27, 2015; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number DS14-21 for the Transit Stops Enhancement/Esplanade Drive Project. The work will consist of installation of concrete sidewalk, concrete bus pilasters, bus shelters, relocation of existing bus shelters and installation of all related equipment and materials. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractors License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA, www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, FEBRUARY 23, 2015. The Plans and Specifications may be obtained in electronic medium format CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 10:30 A.M. on WEDNESDAY, MARCH 4, 2015. All prospective bidders are urged to attend.

Some, or all, of this project is funded with Federal Grant funds and proper solicitation of Subcontractors is required with a Good Faith Effort required to prove this was done in accordance with federal requirements in the Code of Federal Regulations 49 CFR 23. The successful Contractor shall cooperate with the Ventura County Transportation Commission (VCTC) in meeting VCTC's race neutral commitments and goals for maximum utilization of Disadvantaged Business Enterprises (DBEs) and contractor will use its best efforts to ensure DBEs shall have the maximum practicable opportunity to compete for subcontract work under this contract. All contractors, Prime and Subs, will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determination or Davis-Bacon. The HIGHER of the State or Federal Wage Rate shall be used. These current determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the on-line Plan Room for the City and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, MARCH 25, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates 02/20/15 and 02/27/15 Ad No.362050.

ATTACHMENT 7
PAGE 2 OF 2

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
BERRY GENERAL ENGINEERING CONT., INC.	1000001236	CSLB:400577A	09/11/2014	06/30/2015

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
INTERSTATE STRIPING OF CALIFORNIA, INC.	1000007945	OTH:421727 C-32	03/24/2015	06/30/2015
INTERSTATE STRIPING & SIGNS, INC.	1000007945	CSLB:838618	02/02/2015	06/30/2015

*

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
TRADEMARK CONCRETE SYSTEMS, INC.	1000004353	CSLB:511344	12/24/2014	06/30/2015

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
SAM HILL & SONS, INC	1000008073	CSLB-648594	02/03/2015	06/30/2015



Meeting Date: 7/8/2014

ACTION	TYPE OF ITEM
☒ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Cynthia Daniels

Agenda Item No.

S-3

Reviewed By: City Manager

City Attorney

Finance

Other

DATE: June 25, 2014

TO: City Council

FROM: Matthew G. Winegar, Director
Development Services Department

SUBJECT: Project Specification No. DS14-21 for Bus Pullouts At Esplanade and Vineyard

RECOMMENDATION

That City Council adopt plans, specifications, and working details for Project Specification No. DS14-21 to construct three improved transit stops for Gold Coast Transit at Esplanade Drive and Vineyard Avenue.

DISCUSSION

The capital improvement project includes enhancements to three existing transit stops to provide a pullout area for Gold Coast Transit. Two stops are on the eastbound side of Esplanade Drive west of Vineyard Avenue, and one stop is on the southbound side of Vineyard Avenue near the corner of Esplanade Drive. Each stop will have a passenger shelter with lighting, a bus bench, trash can, and bicycle rack. The bus stops will be modified to accommodate a turn-out area to move the bus out of the traffic lanes when loading and unloading passengers. The city was awarded a competitive grant for transit stops from the Ventura County Transportation Commission in April 2013. Federal funds of \$271,768 require a match of \$35,210 for a total project estimate of \$306,978. On July 2, 2013, the City Council approved the Five-Year Capital Improvement Program for Fiscal Years 2013-14 to 2017-18, which included the project budget for project number 133110 "Miscellaneous Transit Stops 2012-2015." This work will be coordinated with the reconstruction of the shopping center at the southwest corner of Vineyard Avenue and Esplanade Drive.

FINANCIAL IMPACT

The transit stops will be funded by Project No. 133110. After the project bids are received and evaluated, staff will return to City Council to recommend award to the lowest responsive and responsible bidder.

CD

ATTACHMENT 9
PAGE 1 OF 1



Meeting Date: 05/12/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Danielle M. Navas

Danielle M. Navas

Agenda Item No. L-1

Reviewed By: City Manager *JM*

City Attorney *JDB*

Finance *TM*

Other (Specify) _____

DATE: April 27, 2015

TO: City Council

FROM: Danielle M. Navas, City Treasurer

Navas

SUBJECT: Quarterly Investment Report for the Third Quarter F/Y 2014-2015

RECOMMENDATION

That City Council accepts the quarterly Investment Report for the Third Quarter F/Y 2014-2015.

DISCUSSION

The City Treasurer will continue to provide this quarterly report to keep you informed of the status of the investment portfolio, however, it is no longer required by state law. This is one of many previously reimbursable state mandated items not required due to lack of state funding. The Investment Policy was presented to City Council with the Annual Report of Investment Policy on September 23, 2014. The City of Oxnard Treasurer's Office Market Report as of March 31, 2015 is provided as Attachment 1. The source of the market values is Sungard, the vendor of the City's investment reporting system. Investments in the City's portfolio meet the requirements of the City of Oxnard's adopted investment policy. Detailed information regarding individual investments is maintained in the City Treasurer's Office.

The following statistics provide a summary on the status of the portfolio as of March 31, 2015:

Original cost of investments	\$ 123,229,729	Book Value
Total to be received at maturity	\$ 123,230,000	Par Value
If sold on March 31, 2015	\$ 123,269,203	Market Value
Gain/ (Loss) if sold on March 31, 2015	\$ 39,474*	

*All investments purchased are held to maturity. Sufficient liquidity is maintained for unexpected needs so that sale of an investment may not be necessary. Any gain or loss related to changing market value is only a "paper" gain or loss, not an increase or decrease in the funds of the City.

Total earnings (3rd quarter)	\$ 266,273	
Average yield (3rd quarter)	.90%	(for the month .87%)
Average days to maturity (3rd quarter)	708	(for the month 708 days)

Subject: Quarterly Investment Report for the Third Quarter F/Y 2014-2015

April 27, 2015

Page 2

The quarterly average yield on the portfolio was .90 percent compared with the Local Agency Investment Fund (LAIF) yield of .26 percent for the same period. The LAIF portfolio is comprised of public funds invested on a short-term basis with priority of safety first followed by need for liquidity and yield, the priorities of the City Treasurer's Investment Policy.

The federal funds rate remains unchanged at .00 to .25 percent.

In compliance with California Government Code section 53646, adequate funds are available to meet the anticipated expenditure requirements for the next six months.

FINANCIAL IMPACT

None at this time.

Attachment #1 –Investment Inventory as of March 31, 2015

Attachment #2 – Benchmark Rate Comparison



Inventory by Market Value

As Of Date: 03/31/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Acct Int Price Source
Inv Type: 12 FEDERAL HOME LOAN BANK BONDS							
16938	FHLB	313381RE7	01/30/2013	1.000000	2,000,000.00	1,995,980.00	3,388.89 SUNGARD
			01/30/2018	1.000000	2,000,000.00	99,799000	6,055.56 SUNGARD
16951	FHLB	313383AV3	06/12/2013	1.000000	2,000,000.00	1,991,520.00	6,480.00 SUNGARD
			06/12/2018	1.000000	2,000,000.00	99,576000	6,480.00 SUNGARD
16952	FHLB	313383A68	06/13/2013	1.080000	2,000,000.00	1,993,540.00	6,266.67 SUNGARD
			06/13/2018	1.080000	2,000,000.00	99,677000	6,266.67 SUNGARD
16954	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	2,008,060.00	2,847.22 SUNGARD
			06/27/2018	1.200000	2,000,000.00	100,403000	2,833.33 SUNGARD
16955	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	2,008,060.00	2,833.33 SUNGARD
			06/27/2018	1.200000	2,000,000.00	100,403000	2,833.33 SUNGARD
16978	FHLB	3130445D0	02/20/2015	1.250000	2,000,000.00	1,998,460.00	2,833.33 SUNGARD
			02/20/2019	1.250000	2,000,000.00	99,923000	2,833.33 SUNGARD
16979	FHLB	313044BA9	02/27/2015	1.500000	2,000,000.00	2,003,640.00	2,833.33 SUNGARD
			08/27/2018	1.500000	2,000,000.00	100,182000	2,833.33 SUNGARD
Subtotal				1.175714	14,000,000.00	13,999,260.00	34,138.34
				1.175714	14,000,000.00	99,994714	

Inv Type: 13 FEDERAL NATIONAL MORTGAGE ASSN

16935	FNMA	3136G02U4	11/14/2012	.625000	2,000,000.00	1,999,920.00	4,756.94 SUNGARD
			11/14/2016	.625000	2,000,000.00	99,996000	1,666.67 SUNGARD
16936	FNMA	3136G04S7	11/21/2012	.750000	2,000,000.00	2,001,680.00	3,490.56 SUNGARD
			02/21/2017	.750000	2,000,000.00	100,084000	3,111.11 SUNGARD
16939	FNMA	3135G0TV5	01/30/2013	1.030000	2,000,000.00	2,001,520.00	3,111.11 SUNGARD
			01/30/2018	1.030000	2,000,000.00	99,502000	3,815.56 SUNGARD
16942	FNMA	3136G1BK4	02/05/2013	1.000000	2,000,000.00	100,076000	3,611.11 SUNGARD
			02/05/2018	1.000000	2,000,000.00	993,290.00	113.89 SUNGARD
16947	FNMA	3136G1LE7	05/15/2013	1.010000	1,000,000.00	99,329000	5,083.33 SUNGARD
			05/15/2018	1.010000	1,000,000.00	993,950.00	5,083.33 SUNGARD
16948	FNMA	3135G0XG3	05/21/2013	1.000000	1,000,000.00	99,395000	5,083.33 SUNGARD
			05/21/2018	1.000000	2,000,000.00	2,016,480.00	5,083.33 SUNGARD
16972	FNMA	3136G26T9	09/30/2014	2.050000	2,000,000.00	100,824000	5,083.33 SUNGARD
			09/30/2019	2.050000	2,000,000.00	2,011,180.00	5,083.33 SUNGARD
16977	FNMA	3136G2CM7	01/30/2015	1.500000	2,000,000.00	2,011,180.00	5,083.33 SUNGARD
			01/30/2019	1.500000	2,000,000.00	100,559000	5,083.33 SUNGARD
Subtotal				1.137143	14,000,000.00	14,008,060.00	25,649.17
				1.137143	14,000,000.00	100,057571	

Inv Type: 17 FEDERAL FARM CREDIT BANK BONDS

16928	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	1,998,660.00	2,383.33
-------	------	-----------	------------	----------	--------------	--------------	----------



Inventory by Market Value

As Of Date: 03/31/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Acct Int Price Source
16929	FFCB	3133EAP28	08/22/2017	1.100000	2,000,000.00	99.933000	SUNGARD
			08/22/2012	1.100000	2,000,000.00	1,998,660.00	2,383.33
			08/22/2017	1.100000	2,000,000.00	99.933000	SUNGARD
16933	FFCB	3133EA3J5	10/10/2012	.900000	2,000,000.00	1,991,860.00	8,550.00
			10/10/2017	.900000	2,000,000.00	99.593000	SUNGARD
16934	FFCB	3133EA4H8	10/11/2012	.820000	2,000,000.00	1,992,300.00	3,644.44
			07/11/2017	.820000	2,000,000.00	99.615000	SUNGARD
16940	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	2,000,220.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	100.011000	SUNGARD
16941	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	2,000,220.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	100.011000	SUNGARD
16944	FFCB	3133ECL44	04/11/2013	1.000000	2,000,000.00	1,994,640.00	9,444.44
			04/11/2018	1.000000	2,000,000.00	99.732000	SUNGARD
16949	FFCB	3133ECQ56	05/22/2013	1.080000	2,000,000.00	1,994,680.00	7,740.00
			05/22/2018	1.080000	2,000,000.00	99.734000	SUNGARD
16950	FFCB	3133ECRP1	06/11/2013	1.150000	1,250,000.00	1,257,962.50	4,392.36
			06/11/2018	1.150000	1,250,000.00	100.637000	SUNGARD
16953	FFCB	3133ECSQ8	06/25/2013	1.375000	2,000,000.00	1,997,020.00	7,333.33
			06/25/2018	1.375000	2,000,000.00	99.851000	SUNGARD
16964	FFCB	3133EDHG0	03/19/2014	1.390000	2,000,000.00	2,000,280.00	926.67
			03/19/2018	1.390000	2,000,000.00	100.014000	SUNGARD
16965	FFCB	3133EDCJ9	12/26/2013	1.180000	2,000,000.00	2,000,240.00	327.78
			09/26/2017	1.180000	2,000,000.00	100.012000	SUNGARD
16968	FFCB	3133EDKR2	04/30/2014	1.870000	2,000,000.00	2,002,920.00	15,687.22
			04/30/2019	1.870000	2,000,000.00	100.146000	SUNGARD
16969	FFCB	3133EDLX8	05/21/2014	1.320000	2,000,000.00	2,020,760.00	9,533.33
			05/21/2018	1.320000	2,000,000.00	101.038000	SUNGARD
16970	FFCB	3133EDN81	06/12/2014	1.850000	2,000,000.00	2,004,760.00	11,202.78
			06/12/2019	1.850000	2,000,000.00	100.238000	SUNGARD
16971	FFCB	3133EDP48	06/24/2014	1.970000	2,000,000.00	2,007,060.00	10,616.11
			06/24/2019	1.970000	2,000,000.00	100.353000	SUNGARD
16975	FFCB	3133EELA6	01/22/2015	1.790000	2,000,000.00	2,001,640.00	6,861.67
			01/22/2019	1.790000	2,000,000.00	100.082000	SUNGARD
16976	FFCB	3133EEKX7	01/22/2015	1.540000	2,000,000.00	2,001,420.00	5,903.33
			01/22/2019	1.540000	2,000,000.00	100.071000	SUNGARD
Subtotal				1.316525	35,250,000.00	35,265,302.50	113,652.34
				1.316525	35,250,000.00	100.043411	

Inv Type: 23 OTHER GOVERNMENT AGENCIES

ATTACHMENT
PAGE 2 OF 5



Inventory by Market Value

As Of Date: 03/31/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
16922	FHLMC	3134G3UQ1	05/15/2012	1.150000	2,000,000.00	2,002,020.00	8,688.89
			05/15/2017	1.150000	2,000,000.00	100.101000	SUNGARD
16927	FHLMC	3134G3ZR4	08/07/2012	1.000000	2,000,000.00	2,001,620.00	3,000.00
			08/07/2017	1.000000	2,000,000.00	100.081000	SUNGARD
16945	FHLMC	3134G4ZG2	04/30/2013	1.050000	2,000,000.00	1,990,560.00	8,808.33
			04/30/2018	1.050000	2,000,000.00	99.528000	SUNGARD
16967	FHLMC	3134G4Z43	04/17/2014	1.375000	2,000,000.00	2,001,060.00	12,527.78
			04/17/2018	1.375000	2,000,000.00	100.053000	SUNGARD
16974	FHLMC	3134G5W43	12/30/2014	1.050000	2,000,000.00	2,000,000.00	5,308.33
			06/30/2017	1.050000	2,000,000.00	100.000000	SUNGARD
Subtotal				1.125000	10,000,000.00	9,995,260.00	38,333.33
				1.125000	10,000,000.00	99.952600	

Inv Type: 60 NEGOTIABLE CERTIFICATE OF DEPO

16959	NCD	17284CTY0	11/14/2013	2.150000	245,000.00	245,000.00	1,991.55
			11/14/2018	2.150000	245,000.00	100.000000	BOOK
16960	NCD	0606247G2	11/12/2013	2.200000	245,000.00	245,000.00	2,067.40
			11/13/2018	2.200000	245,000.00	100.000000	BOOK
16961	NCD	795450R16	11/13/2013	2.000000	245,000.00	245,000.00	1,866.03
			11/13/2018	2.000000	245,000.00	100.000000	BOOK
Subtotal				2.116667	735,000.00	735,000.00	5,924.98
				2.116667	735,000.00	100.000000	

Inv Type: 62 NEGOTIABLE CERTIFICATE MONTHLY

16980	NCD	43738AFU5	03/30/2015	1.500000	245,000.00	245,000.00	20.14
			03/29/2019	1.500000	245,000.00	100.000000	BOOK
Subtotal				1.500000	245,000.00	245,000.00	20.14
				1.500000	245,000.00	100.000000	

Inv Type: 85 DEPOSIT NOTES

16943	MTN	25468PCV6	03/05/2013	1.100000	2,000,000.00	2,001,080.00	7,333.33
			12/01/2017	1.100000	2,000,000.00	100.054000	SUNGARD
Subtotal				1.100000	2,000,000.00	2,001,080.00	7,333.33
				1.100000	2,000,000.00	100.054000	

Inv Type: 86 DEPOSIT NOTES QUARTERLY

16932	MTN	36962GSY6	06/07/2012	1.450000	2,000,000.00	2,020,240.00	2,575.01
			05/30/2017	1.456211	1,999,729.04	101.012000	SUNGARD
Subtotal				1.450000	2,000,000.00	2,020,240.00	2,575.01
				1.456211	1,999,729.04	101.012000	

Inv Type: 99 LAIF

16434	LOCAL AGENCY INVEST		07/01/2002	.260000	45,000,000.00	45,000,000.00	28,672.37
-------	---------------------	--	------------	---------	---------------	---------------	-----------



City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
			04/01/2015	.260000	45,000,000.00	100.000000	BOOK
			Subtotal	.260000	45,000,000.00	45,000,000.00	28,672.37
					45,000,000.00	100.000000	
			Count 45	.882582	123,230,000.00	123,269,202.50	256,299.01
				.882683	123,229,729.04	100.031812	
Grand Total							

*Includes Accrued Discount: \$329.04
Earned Interest Yield This Period: 0.87%

Inventory by Market Value

As Of Date: 03/31/2015

Date Basis: Settlement

Inventory by Market Value

As Of Date: 03/31/2015

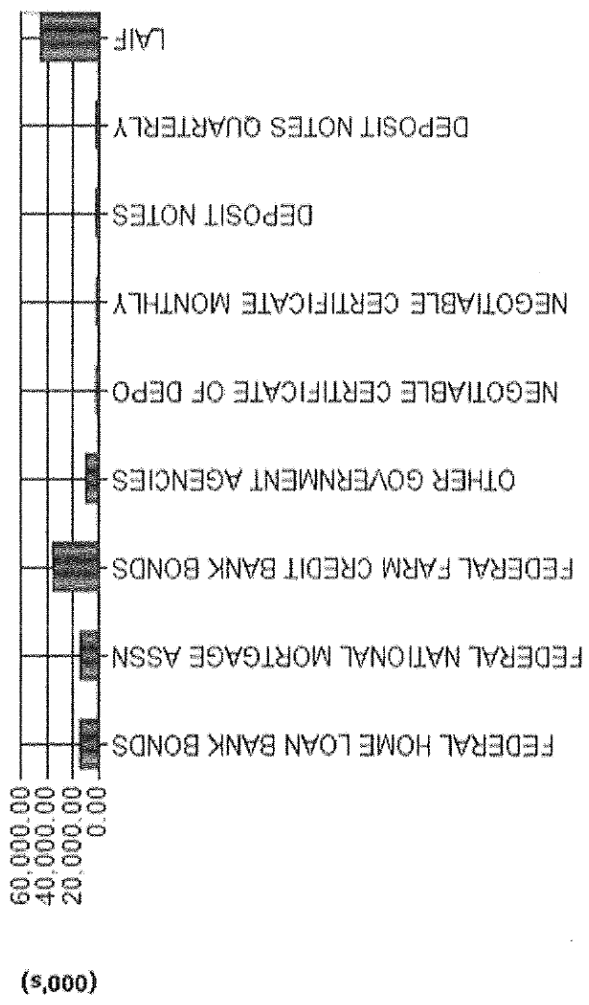
Run: 04/07/2015 04:31:04 PM

Reporting Currency: Local

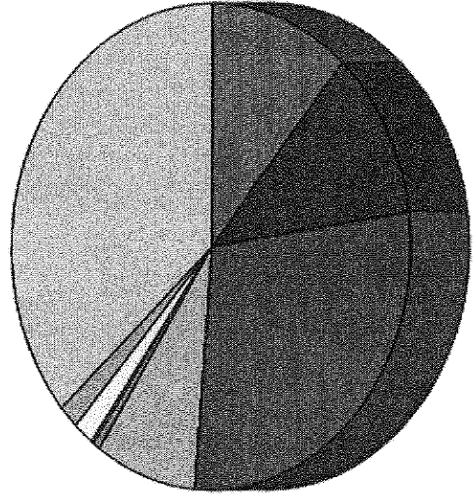
City of Oxnard - Treasurer's Office

Assets	Current Par	Current Book	Market	MKT / Book	Yield
FEDERAL HOME LOAN BANK BONDS	14,000,000.00	14,000,000.00	13,999,260.00	99.99%	1.18%
FEDERAL NATIONAL MORTGAGE ASSN	14,000,000.00	14,000,000.00	14,008,060.00	100.06%	1.14%
FEDERAL FARM CREDIT BANK BONDS	35,250,000.00	35,250,000.00	35,265,302.50	100.04%	1.32%
OTHER GOVERNMENT AGENCIES	10,000,000.00	10,000,000.00	9,995,260.00	99.95%	1.13%
NEGOTIABLE CERTIFICATE OF DEPO	735,000.00	735,000.00	735,000.00	100.00%	2.12%
NEGOTIABLE CERTIFICATE MONTHLY	245,000.00	245,000.00	245,000.00	100.00%	1.50%
DEPOSIT NOTES	2,000,000.00	2,000,000.00	2,001,080.00	100.05%	1.10%
DEPOSIT NOTES QUARTERLY	2,000,000.00	1,999,729.04	2,020,240.00	101.03%	1.46%
LAIF	45,000,000.00	45,000,000.00	45,000,000.00	100.00%	0.26%
Totals	123,230,000.00	123,229,729.04	123,269,202.50	100.03%	0.88%

Asset Allocation



CURRENT PAR%



- FEDERAL HOME LOAN BANK BONDS - 11%
- FEDERAL NATIONAL MORTGAGE ASSN - 11%
- FEDERAL FARM CREDIT BANK BONDS - 29%
- OTHER GOVERNMENT AGENCIES - 8%
- NEGOTIABLE CERTIFICATE OF DEPO - 1%
- NEGOTIABLE CERTIFICATE MONTHLY - 0%
- DEPOSIT NOTES - 2%
- DEPOSIT NOTES QUARTERLY - 2%
- LAIF - 37%

**CITY OF OXNARD BENCHMARK COMPARISON
VS. LAIF AND 2-YR TREASURIES
as of March 31, 2015**

<u>FISCAL YEAR</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREASURY</u>
2013/14	12 mo avg	1.26	0.25*	0.34*
2012/13	12 mo avg	0.91	0.25	0.30
2011/12	12 mo avg	1.34	0.38	0.28
2010/11	12 mo avg	2.02	0.49	0.55
2009/10	12 mo avg	2.34	0.65	0.86
2008/09	12 mo avg	3.79	2.16	1.51
2007/08	12 mo avg	4.68	3.11	3.08

<u>Quarterly Average FY 2014-15</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREAS</u>
<i>First Quarter</i>	<i>July-September 2014</i>	<i>0.85</i>	<i>0.25</i>	<i>0.51</i>
<i>Second Quarter</i>	<i>October- December 2014</i>	<i>0.92</i>	<i>0.26</i>	<i>0.52</i>
<i>Third Quarter</i>	<i>January- March 2015</i>	<i>0.90</i>	<i>0.26</i>	<i>0.60</i>
<i>Fourth Quarter</i>	<i>April-June 2015</i>			

CITY = CITY OF OXNARD

LAIF = STATE LOCAL AGENCY INVESTMENT FUND

2 YR TREASURY = U S GOVERNMENT TREASURY BILLS - 2 YR MATURITY

* Revised due to the sum of the quarterly rate erroneously listed instead of the annual average rate.



Meeting Date: 5 / 12 / 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: May Roque

Agenda Item No. L-2

Reviewed By: City Manager

City Attorney

Finance

Other (Specify) N/A

DATE: May 12, 2015

TO: City Council

FROM: Michael Henderson, General Services Director
General Services DepartmentSUBJECT: Blanket Purchase Order to Extend Agreement with Shell Fleet Card Services for
Gas Station Fuel and Car Wash Service for FY 2015-16**RECOMMENDATION**

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 5334) to extend the agreement a fourth year of a possible five-year agreement with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company. The agreement period is from July 1, 2015, to June 30, 2016, in an amount not to exceed \$3,000,000. The blanket purchase order is for the purchase of gasoline, diesel, and car wash service at Shell stations through a fuel card system.

DISCUSSION

The Fleet Services Division of the General Services Department is responsible for providing maintenance, repair, and fuel for the City's fleet of vehicles and equipment.

The agreement with Oxnard Airport Shell and MacValley Oil Company began on December 1, 2012, as a result of Request for Bids No. FS13-01 after the previous fuel provider canceled the agreement with the City. The contract with Oxnard Airport Shell and MacValley Oil Company is administered by Shell under Shell Fleet Card Services. A provision of the Request for Bids allows for agreement renewal on a year-to-year basis for a maximum period of five years. This agreement is for the period of July 1, 2015-June 30, 2016 and will be Year 4 of an anticipated five-year agreement.

Shell Fleet Card Services has provided excellent customer service with a two-day turnaround time on fuel card requests; access to Shell gasoline stations; car wash service using the Shell fuel card; fuel discount of 2.7%; electronic access to fuel transactions, invoices, and reports from the Shell website; and immediate access to a dedicated customer service representative via phone or e-mail.

Blanket Purchase Order to Extend Agreement with Shell Fleet Card Services for Gas Station Fuel and Car Wash Service for FY 2015-16

May 12, 2015

Page 2

FINANCIAL IMPACT

Value of the original agreement plus extensions total \$11,480,000. The Fleet Services Division is an internal service fund. Consumption of fuel and car wash service will be charged to City departments based on actual usage. Funds will be included in the recommended budget for this purpose.

mmoar

Attachment #1 – Blanket P.O. No. 5334 for Shell Fleet Card Services



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

**PURCHASE
ORDER NO.
005334**

**CCRC
REVIEWED**

DATE: 4/14/2015

4/14/15

VENDOR PHONE: (800)377-5150

VENDOR FAX: () -

VENDOR #: 8990

VENDOR ADDRESS: SHELL FLEET CARD SERVICES
P.O. BOX 183019
COLUMBUS, OH 43218-3019

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/14/2015					
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

EXTEND AGREEMENT WITH SHELL FLEET CARD SERVICES

Effective date: 07/01/2015

Expiration date: 06/30/2016

Not to exceed: 3,000,000.00

GAS STATION FUEL AND CAR WASH SERVICE

TOTAL PURCHASE AMOUNT

\$0.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE. _____

Attachment #1

Page 1 of 3

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

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

PURCHASE ORDER NO. 005334
--

DATE: 4/14/2015

VENDOR PHONE: (800)377-5150

VENDOR FAX: () -

VENDOR #: 8990

VENDOR ADDRESS: SHELL FLEET CARD SERVICES
P.O. BOX 183019
COLUMBUS, OH 43218-3019

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
04/14/2015					
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Attachment #1

Page 2 of 3

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

Attachment #1



Meeting Date: 05 / 12 / 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Patricia Friend *PF*Agenda Item No. *L-3*Reviewed By: City Manager *JM*City Attorney *PT*Finance *JS*

Other _____

DATE: April 17, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Director
General Services Department *MHA***SUBJECT:** Approval of Low Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7773) for GS15-23 Oxnard Beach Park --Parking Lot Improvements Project**RECOMMENDATION**

That City Council award contract A-7773 to the low responsible and responsive bidder, Torres Construction Corp., in the amount of \$195,280 for GS15-23 for Oxnard Beach Park to make repairs and resurface three (3) parking lot areas; install new electrically operated gate at the maintenance area; install three (3) permit parking ticket machines and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION

The contract work will result in much needed repairs to three parking areas associated with the Oxnard Beach Park located at 1601 S. Harbor Boulevard. The contract work will include cleaning, applying Type I slurry seal with some areas of asphalt overlay, dig out work, concrete replacement; and adding parking stall striping to all three parking areas; modifications to curbs in two areas to facilitate path of travel in compliance with American with Disability Act (ADA) requirements; adding three (3) ticket machines for permit parking; and installing a 28-foot gate with electrical operation to the maintenance equipment area.

FINANCIAL IMPACT

The proposed Oxnard Beach Park site improvements are to be paid for from the \$254,093 in Park Fees and Quimby Reserve Funds in Oxnard Beach Park Project 135713.

MH/pcf

Approval of LowResponsible Responsive Bid and Authorization to Issue and
Execute a Contract (A-7773) for GS15-23-Oxnard Beach Park Parking Lots
April 17, 2015
Page 2

- Attachment #1 – Tabulation of Bid
#2 – Project Cost Estimate
#3 – Bid Package – Torres Construction
#4 – OSHA Report
#5 – Subcontractors
#6 – References
#7 – Certificate of Publication –Public Notice
#8 – Staff Report –Council Approval to Bid

GS15-23-Oxnard Beach Park -Parking Lot Improvements						
Owner: City of Oxnard					Torres Construction	
Bid Opening: 04/15/15			* marks an allowance		7330 North Figueroa Street Los Angeles, CA 90041 US Bidder Status: Valid Comment: Line Item #1 - #8 -Total \$124,820	
ONLY BID RECEIVED						
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total
1	1001	BASIS OF AWARD WILL BE BID ITEMS #1-#8 - MOBILIZATION AND DEMOBILIZATION	1	LS	\$6,000.00	\$6,000.00
2	1160/ 1163	OXNARD BEACH PARK -PARKING LOT 2-CLEAN, ALL REPAIRS AND SLURRY SEAL PER PLANS - COMPLETE	1	LS	\$36,400.00	\$36,400.00
3	1161	PREP AND STRIP PARKING LOT 2 PER PLANS AND SPEC- COMPLETE	1	LS	\$11,310.00	\$11,310.00
4	0	MODIFY CURB -TWO (2) AREAS TO INSTALL HANDICAP ACCESS-INCLUDES TRUNCATED DOMES AND ADA SIGNAGE -ALL PER PLANS	1	LS	\$9,750.00	\$9,750.00
5	1165	OXNARD BEACH PARK -INSTALL TWO (2) NEW PERMIT PARKING TICKET MACHINES -COMPLETE ON EXISTING SITES	1	LS	\$32,500.00	\$32,500.00
6	1165	OXNARD BEACH PARK- INSTALL ONE (1) PERMIT PARKING TICKET MACHINE -INCLUDES INSTALLING ELECTRIC SERVICE -NEW SITE	1	LS	\$19,500.00	\$19,500.00
7	1166	REMOVE/REPLACE TRAFFIC SPIKE SYSTEMS -COMPLETE INCLUDING ALL REQUIRED SIGNS, POST, BOLLARD AND ANY REGULATION REQUIRED ITEMS	1	LS	\$7,800.00	\$7,800.00
8	1132	CEMENT TREAT BASE -IF REQUIRED (TO ESTABLISH COST) BASIS OF AWARD - BID ITEMS #1 THRU #8	10	CY	\$156.00	\$1,560.00
GRANT TOTAL-BID LINES #1 THRU #8						\$124,820.00

9	N/A	BID ALTERNATES #9-#13 - OXNARD BEACH PARK -PARKING LOT 1 - CLEAN, ALL REPAIRS AND SLURRY SEAL PER PLANS - COMPLETE	1	LS	\$18,200.00	\$18,200.00
10	1161	PREP AND STRIP -PARKING LOT 1 PER PLANS AND SPEC. - COMPLETE	1	LS	\$2,990.00	\$2,990.00
11	N/A	OXNARD BEACH PARK -PARKING LOT 3- CLEAN, ALL REPAIRS AND SLURRY SEAL PER PLANS - COMPLETE	1	LS	\$26,000.00	\$26,000.00
12	1161	PREP AND STRIP -PARKING LOT 3 PER PLANS AND SPEC. - COMPLETE	1	LS	\$3,770.00	\$3,770.00
13	1164	OXNARD BEACH PARK -MAINTENANCE AREA - INSTALL NEW GATE WITH ELECTRICAL OPERATOR IN PARKING LOT 1- COMPLETE (BID ALTERNATE ITEMS #9-#13 MAY OR MAY NOT BE AWARDED)	1	LS	\$19,500.00	\$19,500.00
		TOTAL BID - LINES #9 THRU 13				
		GRANT TOTAL-BID LINES #1 THRU #13				
		Total Bid Amount- VERIFIED LINES #1 - #13				
		Listed Subs				
		Mission Paving				
		12747 Schabarum Ave Irwindale, CA 91706				
		Pacific Parking Systems, Inc.				
		216 C Technology Dr Irvine, CA 92618				
		Super Seal & Stripe				
		P O Box 755 310 A Street Fillmore, CA 93016				

**CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE**

Project Title: Oxnard Beach Park -Parking Lot Improvements Specification No: GS15-23
Account No: 351-5729-826-8605 Project No. 135713 Project Manager: Ralph Alamillo

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)			
1. Preliminary Feasibility			
2. Design or Construction			
3. Specification/Cost Estimate			
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis			
3. Inspection			
4. Testing			
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)			
<i>Total External Services</i>			
II. INTERNAL SERVICES			
A. Design Engineering (8451)			
B. Inspection (8451)			
C. Survey (8451)			
D. Contract Administration (8451)			
E. Contract Procurement (8451)*	6,000.00	6,000	6,000
<i>Total Internal Services</i>	6,000.00	\$ 6,000	\$ 6,000
III. CONSTRUCTION/ACQUISITION			
<i>Funding for items in this section must be in place before contract is awarded</i>			
A. Land, Easements and Rights-of-Way (8601)			
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New			
8605-Major Repair		245,000	195,280
D. Machinery/Equipment (8606/8607)			
<i>Total Construction/Acquisition</i>		\$ 245,000	\$ 195,280
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)			
B. CIP Indirect Cost (2% of total project costs)			
<i>Total Other Costs</i>			
Project Total	6,000.00	\$ 251,000	\$ 201,280
Total Appropriation		254,093	201,280
Less: Encumbrances & Expenditures			
Balance Available		\$ 254,093	\$ 201,280

***NOTICE**
Approval of this estimate authorizes the transfer of the amount shown in item II-E from the project listed above to General Services Contract Procurement Account No. 101-5751-553-7345, when bid solicitation services begin.

Prepared by:	R. Alamillo	R. Alamillo
Date:	02/12/15	04/15/15
Approved by:		<i>[Signature]</i>
Date:		4/20/15

ATTACHMENT 2
PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-23**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

PROJECT TITLE: - GS15-23-Oxnard Beach Park-Parking Lots Improvements

BRIEF DESCRIPTION OF PROJECT: Oxnard Beach Park-Parking Lots Improvements- Work includes the cleaning, repairs, patching, slurry seal and striping of the parking lots -three (3) areas; installation of Permit Parking Ticket Machines three (3); and installation of electrically operated gate to the beach park maintenance yard; modify curb area for handicap access. There are Bid Alternates listed that may or may not be awarded.

Specification Number GS15-23 includes 13 pages of bid documents. Drawing No. GS15-23A includes 4 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 60 calendar days. Liquidated damages will be assessed at \$1,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Torres Construction Corp.
Physical Address 7330 N Figueroa Street
Mailing Address 7330 N. Figueroa Street
City Los Angeles State CA Zip Code 90041
Telephone No. (323)257-7460 Fax No. (323)257-8044

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER GS15-23

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work included in this project specification is for cleaning, patching and repairs of the parking lots located at the Oxnard Beach Park and designated as Lot 1, Lot 2 and Lot 3 Parking Areas per plans; project work will include Type I Slurry, skin patch, dig out, concrete removal and replace and stripe of parking stalls, including handicap and no parking areas per the plans; Modify existing curbs in two areas to allow for handicap access and install truncated domes and ADA signage per plans; Also, installation of three (3) permit parking ticket machines in the parking areas of the beach park complete systems, one of these ticket machines requires installation of new pad area and electrical service. Remove and replace traffic spike systems at entrance areas and includes all regulation items for post and signage, one area will also require installation of 6-inch bollard in reflective safety yellow color to allow entry and exit gates to be secured. Will also include the installation of a new 28-ft. chain link slide gate on the Maintenance Area at the Beach Park location and will include electrical operating system. This bid contains base bid items and bid alternates, the award of contract will be for the base bid items; the City may or may not award some, all of none of the bid alternate items.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-2

ATTACHMENT 3
PAGE 2 OF 13

CITY OF OXNARD
SPECIFICATION NUMBER GS15-23

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Terres Construction Co.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization / Demobilization	1001	LS	1	\$6,000.00	\$6,000.00
2	Oxnard Beach Park- Parking Lot 2 -Clean, All Repairs and Slurry Seal per Plans- Complete	1160 / 1163	LS	1	\$36,400.00	\$36,400.00
3	Prep and Strip Parking Lot 2 per Plans and Spec.-Complete	1161	LS	1	\$11,310.00	\$11,310.00
4	Modify Curb-Two (2) Areas to Install Handicap Access Ramps-include truncated domes & ADA signage -all per plans		LS	1	\$9,780.00	\$9,780.00
5	Install two (2) New Permit Parking Ticket Machines - Complete on existing sites	1165	LS	1	\$32,500.00	\$32,500.00
6	Install one (1) Permit Parking Ticket Machine-Includes Installing Electric Service - Complete on new site	1165	LS	1	\$19,500.00	\$19,500.00
7	Remove/Replace Traffic Spike Systems -Complete including all required signs, post, bollard and any regulation required items	1166	LS	1	\$7,800.00	\$7,800.00
8	Cement Treat Base -If Required (to establish cost)	1132	CY	10	\$156.00	\$1,560.00
GRAND TOTAL-BID LINE ITEMS NO. 1 THRU 8(Basis of Award)						\$124,820.00
BID ALTERNATES						
9	Oxnard Beach Park- Parking Lot 1 - Clean, All Repairs and Slurry Seal per Plans -Complete	1160 / 1163	LS	1	\$18,200.00	\$18,200.00
10	Prep and Strip -Parking Lot 1 per plans and spec.-Complete	1161	LS	1	\$2,990.00	\$2,990.00
11	Oxnard Beach Park- Parking Lot 3- Clean, All Repairs and Slurry Seal per Plans -Complete	1160 / 1163	LS	1	\$26,000.00	\$26,000.00
12	Prep and Strip -Parking Lot 3 per plans and spec.-Complete	1161	LS	1	\$3,770.00	\$3,770.00
13	Oxnard Beach Park-Maintenance Area -Install New Gate with Electrical Operator in Parking Lot 1 -Complete	1164	LS	1	\$19,500.00	\$19,500.00
TOTAL BID ALTERNATE -BID LINE ITEMS NO. 9 THRU 13					\$70,460.00	
GRAND TOTAL - BID LINE ITEMS NO. 1 THRU 13					\$195,280.00	

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-3

ATTACHMENT 3
PAGE 3 OF 13

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-23**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL BID LINE ITEMS #1 THRU#8 \$ 124,820.00
(This Total Will Be Basis of Award)

TOTAL BID ALTERNATES -BID LINE ITEMS #8 THRU #13 \$ 72,020.00

GRAND TOTAL SUBMITTED-BID ITEMS #1 THRU #13 -\$ 195,280.00

Grant Total of Bid Line Items Number 1 thru Number 5 from the lowest responsible responsive Bidder will be the basis of award of this contract. The City may or may not add all, some or none of the Bid Alternates to this Project and the total(s) of any of those bid line items will not be used as the basis of determining the low bidder. All totals submitted are subject to verification. If any discrepancy is found, the verified total will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
	<i>None</i>		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED April 15, 2015 AT Los Angeles

COMPANY NAME Torres Construction Corp.

SIGNATURE [Signature] TITLE V.P. of Operations
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-4

(SEE ATTACHED NOTARY
ACKNOWLEDGEMENT)
ATTACHMENT 3
PAGE 4 OF 13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Los Angeles)
 On 04/15/2015 before me, Lillie Jeannette Gracia, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Ismael Torres
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-23**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Torres Construction Corp.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No X

2. If yes, explain the circumstances.

N/A


SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-23**

BIDDER'S AFFIDAVIT

PROJECT GS15-23 Oxnard Beach Park - Parking Lot Improvements

I depose and say that I am Ismael Torres, V.P. of Operations
(Print or type name and title)

of Torres Construction Corp.
(Name of Company)

7330 N. Figueroa St. Los Angeles CA 90041
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: 95-4869961

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 808067 FED TAX I.D. # 95-4869961

Classification: A, B, C-8 & C-10

Contractor's License Expiration Date: 5/31/2016

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): N/A

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 4/15/2015 at Los Angeles, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

SIGNATURE

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

(SEE ATTACHED NOTARY
ACKNOWLEDGEMENT)

B-9



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **808067** Inc. **CORP**
Business Name **TORRES CONSTRUCTION CORP**

Classification **B C-8 A C10**

Expiration Date **05/31/2016**

www.cslb.ca.gov



Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
TORRES CONSTRUCTION CORP.	1000004041	CSLB:808067	12/17/2014	06/30/2015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Los Angeles)
 On 04/15/2015 before me, Lillie Jeannette Gracia, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Ismael Torres
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

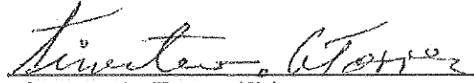
**ACTION WITHOUT A MEETING
BY THE DIRECTORS OF THE CORPORATION
Torres Construction Corp.
A California Corporation**

The undersigned, all being members of the Board of Directors and shareholders of Torres Construction Corp. (the Corporation), hereby unanimously adopt the following resolutions by this Action without a Meeting pursuant to the provisions of its Bylaws, Article 2.12, notice of this action being waived:

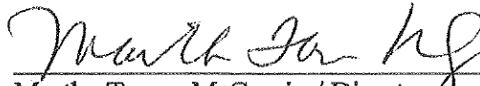
RESOLVED, effective July 31, 2013, *minc pro tunc*, that the following officers of the Corporation be and are hereby designated, empowered and authorized to sign and execute contract bids, pre-qualifications, construction contracts, powers of attorney and other miscellaneous legal documents that require execution in the normal course of business:

Timoteo A. Torres	Board Chair
Martha Torres McGowin	President
Ismael Torres	Vice-President of Operations/Secretary/Treasurer

DATED this 16th day of August, 2013


Timoteo A. Torres / Director


Ismael Torres / Director


Martha Torres McGowin / Director

CITY OF OXNARD
SPECIFICATION NUMBER GS15-23

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.		✓
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the State of CA DIR as required by SB 854	✓	

Contractor Officer's Signature: [Signature]

Title

Date

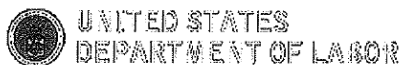
Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

B-11

ATTACHMENT 3
PAGE 12 OF 13

Torres Construction Corp.
List of Similar Type Projects Completed in the Past 3 years

Contract Name	Project Owner and Contact Information	Completed	Contract Amount
El Retiro & Southeast Library ADA Improvements	City of Torrance - Diane Megadechian (310)781-7151	2014	\$ 267,581.90
Parkway Concrete Maintenance, South LA County - 404	Los Angeles County, Dpt of Public Works Laura Rocket (562) 869-1176 ext 231	2014	\$ 95,313.17
Parkway Concrete Maintenance, South LA County - 410	Los Angeles County, Dpt of Public Works Laura Rocket (562) 869-1176 ext 231	2014	\$ 93,021.43
Eugene Obregon Park Pool and Building	Los Angeles County, Dpt of Public Works David Palma (626) 300-2339	2013	\$ 1,678,339.18
Carmelitos Parking Lot Replacement	Los Angeles County Community Development Commission, Jose Rosas (626) 586-1784	2010	\$ 455,837.67
Harbor Hills Housing Development Parking Lots & ADA Sidewalks Replacement Phase I	Los Angeles County Community Development Commission, Jose Rosas (626) 586-1784	2010	\$ 497,901.21
*** Additional projects can be provided upon request			



OSHA

SHARE



OSHA QuickTakes

Newsletter

RSS Feeds

SEARCH

[A to Z Index](#) | [Newsroom](#) | [Contact Us](#) | [FAQs](#) | [About OSHA](#)

★ Was this page helpful?

Occupational Safety & Health Administration We Can Help

What's New | Offices

OSHA

[Home](#) | [Workers](#) | [Regulations](#) | [Enforcement](#) | [Data & Statistics](#) | [Training](#) | [Publications](#) | [Newsroom](#) | [Small Business](#)[Anti-Retaliation](#)

Your Establishment search returned 0 results.

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a [specified inspection](#) or inspections within a [specified SIC](#).

Can't find it?

[Wildcard use %](#)[Basic Establishment Search Instructions](#)[Advanced Search Syntax](#)Establishment State OSHA Office Case Status ☒ All ☐ Closed ☐ OpenViolation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date End Date

Note: Please read important information below regarding interpreting search results before using.

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#) | [Contact Us](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.govATTACHMENT
PAGE OF

CITY OF OXNARD
SPECIFICATION NUMBER GS15-23

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Torres Construction Corp

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Pacific Parking Systems, Inc.	216 C Technology Dr. Irvine, CA 92618	Parking Meter	N/A	Supplier
2. Mission Painting & Sealing, Inc.	12747 Schabert Ave. Irwindale, CA 91704	Painting	624257	C-8/C-12 C-27
3. Super Seal & Strip	310 A Street Fillmore, CA 93016	Strip	396627	C-32

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-23**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Torres Construction Corp.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4.				
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
MISSION PAVING AND SEALING INC	1000002897	CSLB:624257	11/12/2014	06/30/2015

ATTACHMENT 6
PAGE 3 OF 5

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
PACIFIC PARKING SYSTEMS, INC.	1000005705	NONE:NONE	01/16/2015	06/30/2015

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
SUPER SEAL & STRIPE	1000000752	CSLB:396627	08/06/2014	08/30/2015

**CITY OF OXNARD
SPECIFICATION NUMBER GS15-23**

REFERENCES

BIDDER'S NAME Torres Construction Corp.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
<u>Eugene Oregon Park Building</u>		
Owner	Project Location	
<u>UADPW</u>	<u>Los Angeles, CA</u>	
Project Cost	Project Manager	Telephone
<u>\$1.4M</u>	<u>David Palma</u>	<u>(626) 366-2339</u>

Project Description		
<u>Parkway Concrete Repairs</u>		
Owner	Project Location	
<u>UADPW</u>	<u>Los Angeles, CA</u>	
Project Cost	Project Manager	Telephone
<u>\$95,313</u>	<u>Laura Rocket</u>	<u>(562) 869-1176 x231</u>

Project Description		
<u>Carmelitos Parking Lot Replacement</u>		
Owner	Project Location	
<u>LACDC</u>	<u>Long Beach, CA</u>	
Project Cost	Project Manager	Telephone
<u>\$455,000-</u>	<u>Jose Rosas</u>	<u>(624) 586-1784</u>



SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

Certificate of Publication

Ad #363027

In Matter of Publication of:

Public Notice

State of California)

))§

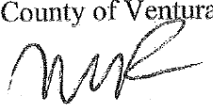
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

March 13, 20, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this March 20, 2015; in Camarillo, California, County of Ventura.


Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS15-23 for the Oxnard Beach Park Parking Lot Improvements Project. The work will consist of clean, repairs and slurry seal parking areas and striping, regrade existing curbs to allow handicap access, replace maintenance area gate and install 3 ticket machines for permit parking, one of which requires installation of electrical service. The bid contains bid alternatives that may or may not be awarded and will not be basis for award. The work designated in this specification will require the Contractor to possess a State of California Class C-12 and/or General Engineering Contractor's License, Class A, to be considered as a prime contractor qualified for award of this project. Per City policy no engineers construction estimate is provided for public bid projects. New Public Works Contractor Registration Law (SB884) requires that all Contractors and Subcontractors be registered with the DIR.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA.

www.cybercopyusa.com or phone (805) 642-8292, fax (805) 715-1635 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MARCH 16, 2015. The Plans and Specifications may be obtained in electronic medium format CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, MARCH 25, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City's Online Plan Room and the bidder MUST be a PLAN HOLDER OR RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, APRIL 15, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES, 805-385-7821.

Ad Dates: 03/13/15 & 03/20/15 Ad No: 363027

ATTACHMENT ⁷

PAGE ¹ OF ²

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

SPECIFICATION NUMBER GS15-23

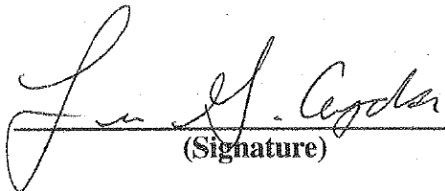
STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala
hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

March 12, 19, 2015

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

19th day of March 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS15-23 for the Oxnard Beach Park Parking Lot Improvements Project. The work will consist of clean, repairs and slurry seal parking lots; striping; replace maintenance area gate with electrically operated one; and install 3 ticket machines for permit parking, one of which requires electrical installation. The bid contains bid alternates that may or may not be awarded and will not be basis for award. The work designated in this specification will require the Contractor to possess a State of California Class C-12 and/or General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy - www.cybercopyreprographics.com, or phone (805) 642-3292, fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, MARCH 16, 2015. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, MARCH 25 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents

ATTACHMENT 7
PAGE 2 OF 2

ACTION	TYPE OF ITEM
☒ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Patricia Friend

Agenda Item No. S-7

Reviewed By: City Manager

City Attorney

Finance

Other

DATE: January 26, 2015

TO: City Council

FROM: Michael Henderson, Director
General Services DepartmentSUBJECT: Project Plans and Specification No. GS15-23 for Oxnard Beach Park Site
Improvements**RECOMMENDATION**

That City Council adopt plans, specifications, and working details for Project Specification No. GS15-23 for Oxnard Beach Park to make repairs and resurface three (3) parking lot areas; install new electrically operated gate at the maintenance area; install three (3) permit parking ticket machines and authorize staff to conduct a public bid solicitation.

DISCUSSION

The project is to make much needed repairs to three parking areas associated with the Oxnard Beach Park located at 1601 So. Harbor Blvd. The work will include applying Type I slurry seal with some areas of asphalt overlay, some areas of dig out, some areas require replacing concrete; and add parking stall striping to all three parking areas. Work will include the installation of a 28-foot gate with electrical operation on the maintenance equipment area. Will also be adding three (3) ticket machines for permit parking.

FINANCIAL IMPACT

The Oxnard Beach Park site improvements are to be paid for from Park Fees and Quimby Reserve funds in project 135713.

Note: Copy of Project Specification No. GS15-23 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, February 2nd.

MH/pcf



Meeting Date: 5 / 12 / 15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Kymerly Horner *KH*Item No. L-4Reviewed By: City Manager *JM* City Attorney *JBB* Finance *[Signature]* Other N/A**DATE:** April 14, 2015**TO:** City Council**FROM:** Kymerly Horner, Economic Development Director *Kymerly Horner***SUBJECT:** Third Amendment to Agreement with the Oxnard Downtown Management District Inc. for Downtown Services**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute a Third Amendment to Agreement No. 4192-07-CD ("Agreement") between the City of Oxnard ("City") and the Oxnard Downtown Management District Inc. ("ODMD"), to extend the Agreement to December 31, 2019.
2. Approve and authorize a Budget Appropriation in the amount of \$107,699 from General Fund Operating Reserves to fund the City's assessment levied by the Oxnard Downtown Management District to pay its Property-Based Business Improvement District Assessment for Fiscal Year 2014-2015.

DISCUSSION

The Oxnard Downtown Management District is a property-based Business Improvement District ("PBID") formed under the Law. The PBID was originally formed in 2001 for a 5-year period. It was then renewed and expanded in 2006 for another 5-year term. On August 2, 2011, the Oxnard City Council re-established and expanded the Downtown PBID for a 3-year period. On June 10, 2014, the City Council adopted Resolution No. 14,681 to renew and modify boundaries of the PBID and to levy and collect assessments therein. On July 29, 2014 the City Council conducted a public hearing approving the renewal and boundary modification of the PBID. The PBID was renewed for a five-year term and the new boundaries were reduced to include a 36-block area bounded roughly by Second Street on the north, the railroad tracks/Oxnard Boulevard on the east, 8th Street on the south, and C Street/D Street on the west.

PBID assessments are the responsibility of the property owners, who own property within the PBID boundaries. The assessments are collected by the County with the property tax billing. The first assessment installment of the renewal period was due to the County by the property owners on

December 10, 2014 and the second installment was due on April 10, 2015. The assessments collected by the County and are then transferred back to the City in January and May 2015 for remittance to ODMD.

The total amount of proposed assessments to be levied and collected for the Fiscal Year 2014-2015 is estimated to be \$454,095. Of that amount, the City's share is approximately \$107,699 and is a General Fund obligation. The Successor Agency's share is approximately \$28,864 and was approved by the State Department of Finance on the Recognized Obligation Payment Schedule ("ROPS") for the period July 1, 2014-December 31, 2014 and also for the period January 1, 2015-June 30, 2015.

The Agreement between the ODMD and City is for the administration of assessment revenues collected by the County from properties within the PBID and remitted to the City for distribution to the ODMD. ODMD uses the funds to carry out the PBID programs and services for the PBID 2015 operating year. There are no fees or other costs associated with the Agreement.

Staff is requesting a Third Amendment to the Agreement with an effective date of January 1, 2015. The submission of this Third Amendment is delayed due to coordination problems in tracking expired contracts and the vendor needing to obtain insurance coverage that had not been a requirement in the past. Entering into the Third Amendment to the Agreement would allow the ODMD to continue providing services approved by the property owners and City Council, namely: enhanced street, sidewalk, alley and public parking lot cleaning, enhanced public safety services, downtown promotions and marketing, and other activities and functions which benefit businesses located in the PBID boundaries. A copy of the Management District Plan 2014 ("the Plan") is attached as Attachment 5 of this report. The Plan contains a map of the district, improvements and activities for each year of operation, PBID program costs and budget and assessment rates.

FINANCIAL IMPACT

Approval of the Third Amendment to the Agreement for Management Services by and between the City and ODMD, Inc. will not have an impact on the City's General Fund, however when the City Council adopted a Resolution of Intention for Renewal/Boundary Modification of the Oxnard Downtown Management District and Levy of Assessments, at its June 10, 2014 City Council Meeting, it was noted in the financial impact statement of the staff report that there will be an impact to the General Fund in the form of an assessment if the PBID was approved. The General Fund participates in the assessment district and is obligated to pay its share of approximately \$107,699 per year for a five year period. To meet its obligation in FY14-15, \$107,699 will be appropriated to Community Development contract (account no. 101-8210-801-85-28) from General Fund Operating Reserves.

- Attachment #1 – Third Amendment to Agreement No. 4192-07-CD
#2 – Second Amendment to Agreement No. 4192-07-CD
#3 – First Amendment to Agreement No. 4192-07-CD
#4 – Agreement No. 4192-07-CD
#5 – Oxnard Downtown Management District - Management District Plan 2014
#6 – ODMD Invoice
#7– Request for Budget Appropriation

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of April, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). This Third Amendment amends the Agreement entered into on July 1, 2006, by City and ODMD INC. The Agreement previously has been amended on June 28, 2011, by a First Amendment, on December 13, 2011, by a Second Amendment.

City and ODMD INC. agree as follows:

1. In section 1.1 of the Agreement, the date "December 31, 2014" is deleted and replaced by the date "December 31, 2019."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Kymberly Horner, Project Manager

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.

Armando Lopez, Chair

APPROVED AS TO INSURANCE:

Risk Manager

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

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 Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032		CONTACT NAME: PHONE (A/C, No, Ext): 805.483.2477 FAX (A/C, No): 805.483.8254 E-MAIL: ADDRESS:																						
INSURED Oxnard Downtown Management District, Inc. P.O. Box 1701 Oxnard, CA 93032-1701		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Nautilus Insurance Company</td> <td>17370A</td> </tr> <tr> <td>INSURER B:</td> <td>State Compensation Insurance Fund</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370A	INSURER B:	State Compensation Insurance Fund		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Nautilus Insurance Company	17370A																						
INSURER B:	State Compensation Insurance Fund																							
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 2014 - 2015 GL

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			NN433165	08/08/2014	08/08/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						
	☐ CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1971112-14	07/23/2014	07/23/2015	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is named as additional insured as respects operations of named insured.

*30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
 Risk Management
 300 W. 3rd St., 3rd 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

Thomas Laubacher Jr.

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: NN433165

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

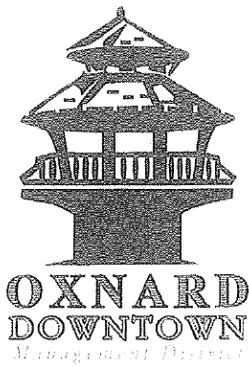
Name of Person or Organization:

The City of Oxnard

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1982



EXECUTIVE BOARD

Armando Lopez, Chair
Centennial Plaza Partners

Juan Gonzalez, Vice Chair
Law Offices of Richard Francis

Kim Recharte, Secretary
Gold Coast Insurance

Treasurer
Open Seat

Vince Behrens, Member at Large
American Cleaners

DIRECTORS

Tom Garcia
Tomas Café

Janie Lai
Janie Lai Architect & Associates

Councilwoman Dorina Padilla
Oxnard City Council

Mike Sanchez
Coastal Architects

CITY LIAISON

Kymberly Horner
Community & Economic Development

Abel Ramírez Magaña
Executive Director

April 21, 2015

City of Oxnard
Risk Management
300 West Third Street, 2nd Floor
Oxnard, CA 93030

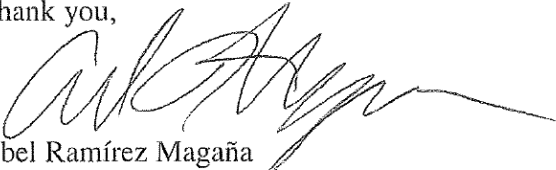
Re: Waiver of Auto Insurance requirement

Dear Risk Management:

The ODMD requests a waiver of the City's standard requirement for contractors to provide an auto insurance policy.

Our organization does not carry a business automobile insurance because the company does not own or operate company cars and its employees are not required to use motor vehicles in the provision of services.

Thank you,



Abel Ramírez Magaña

OXNARD DOWNTOWN MANAGEMENT DISTRICT

519 South C Street, Oxnard, CA 93030 (805) 385-2705

www.DowntownOxnard.org

Attachment #1

Page 6 of 7



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

1971112-14
RENEWAL
SP
7-05-01-89
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE APRIL 20, 2015 AT 12.01 A.M.
AND EXPIRING JULY 23, 2015 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

OXNARD DOWNTOWN MANAGEMENT DISTRICT

PO BOX 1701
OXNARD, CA 93032

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

THE CITY OF OXNARD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

OXNARD DOWNTOWN MANAGEMENT DISTRICT

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

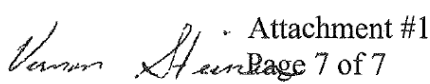
COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

APRIL 22, 2015

2570



AUTHORIZED REPRESENTATIVE

 Attachment #1
Page 7 of 7

PRESIDENT AND CEO

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

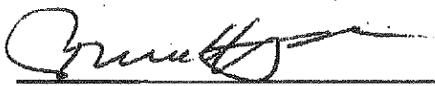
This Second Amendment ("Second Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of December, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). The Second Amendment amends the Agreement which was effective June 28, 2011, between City and ODMD INC.

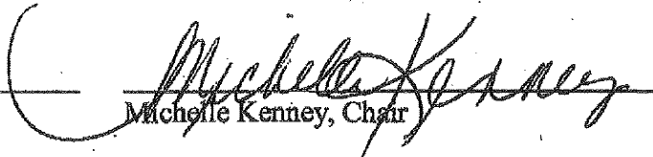
City and ODMD INC. agree as follows:

1. In section 1.1 of the Agreement, the date "December 31, 2011" is deleted and replaced by the date "December 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.


Dr. Thomas E. Holden, Mayor


Michelle Kenney, Chair

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

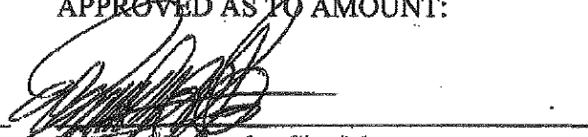
APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Kimberly Horner, Project Manager

APPROVED AS TO AMOUNT:


Edmund P. Sotelo, City Manager

COUNCIL APPROVAL
DATE: 12-13-11 AGENDA # 7-7

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment ("First Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of June, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). This First Amendment amends the Agreement which was effective July 1, 2006, between City and ODMD INC.

City and ODMD INC. agree as follows:

1. In section 1.1 of the Agreement, the date "June 30, 2011" is deleted and replaced by the date "December 31, 2011."
2. As so amended, the Agreement remains in full force and effect.

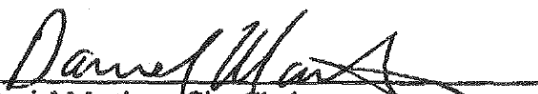
CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.


Dr. Thomas E. Holden, Mayor


Michelle Kenney, Chair

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:


Alan Holmberg, City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Curtis P. Cannon, Project Manager


Edmund F. Sotelo, City Manager

COUNCIL APPROVAL
DATE: 6/28/11 AGENDA # I-4

Attachment 3
Page 1 of 1

**CITY OF OXNARD
AGREEMENT FOR SERVICES**

This Agreement for Management Services ("Agreement") is made and entered into in the County of Ventura, State of California, effective the 1st day of July, 2006, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District Inc., a nonprofit mutual benefit corporation, ("ODMD INC.").

WHEREAS, pursuant to its Resolution No. 11,930 ("Resolution") the City Council of the City has established a property and business improvement district designated as the "Oxnard Downtown Management District" ("District"), under Section 36600, et seq. of the California Streets and Highway Code ("Act"); and

WHEREAS, pursuant to the Resolution and the Act, assessments will be levied annually against the assessable parcels in the District commencing with Fiscal Year 2001/2002 and continuing through Fiscal Year 2010-2011; and

WHEREAS, such assessments may be used only for the purposes set forth in the Resolution; and

WHEREAS, the City desires to contract for the administration of a program of improvements and activities and the use of the assessments in connection with the District for Calendar Year 2002 through June 30, 2011, with an owners association in accordance with the Act; and

WHEREAS, ODMD INC., an owners' association, proposes to administer such program of improvements and activities for the term provided in this Agreement.

NOW, THEREFORE, the City and ODMD INC. mutually agree as follows:

1. Term of Agreement/Default/Termination

- 1.1. The term of this Agreement shall be from July 1, 2006, to June 30, 2011.
- 1.2. In the case of a default by ODMD INC., the City may terminate this Agreement by giving written notice to ODMD INC. in accordance with Paragraph 8 of this Agreement.
- 1.3. Upon termination or expiration of this Agreement, all unexpended monies for the District and all assets purchased with District funds may be distributed to a nonprofit fund foundation, or corporation within the City of Oxnard, which is organized and operated exclusively for nonprofit purposes and which has established its tax exempt status under appropriate sections of the Internal Revenue Code (and which is qualified for exemption from taxation under appropriate sections of the California Revenue and Taxation Code, in accordance with the Act.)

2. Use of Funds

- 2.1. Funds received by ODMD INC. pursuant to this Agreement shall only be expended for the purposes stated in the Resolution and authorized by the Act.

Such funds shall be expended in accordance with the Management District Plan and each annual report prepared by ODMD INC. pursuant to Section 36650 of the Act and approved by the City Council.

3. ODMD INC. Responsibilities

- 3.1. ODMD INC. shall administer the District work program and perform all of the services specified in the Management District Plan and each annual report of ODMD INC. pursuant to Section 36650 of the Act and approved by the City Council, and in this regard shall cooperate with the City Manager of the City or such personnel as the City Manager designates.
- 3.2. Throughout the term of this Agreement, ODMD INC. shall submit to the City's Finance Director the following:
- 3.2.1. Quarterly Expense Reports. By the 30th day of the first month of each quarter, beginning October 31, 2006, ODMD INC. shall submit a quarterly expense report for the previous quarter.
- 3.2.2. Annual Report. By each June 1st, beginning June 1, 2007, ODMD INC. shall submit a report for the current Fiscal Year complying with Section 36650 of the Act
- 3.2.3. Financial Statements. By each September 30th, beginning September 30, 2007, ODMD INC. shall submit a statement of income and expenses of ODMD INC. in relation to the District, reviewed by a certified public accountant covering the previous Fiscal Year. Notwithstanding the termination date of this Agreement, ODMD INC. shall submit a statement of income and expenses of ODMD INC. in relation to the District, covering Fiscal Year 2011 by September 30, 2012.
- 3.2.4. Other Financial Information. Within 10 days of a request of the City's Finance Director, ODMD INC. shall provide such other financial information of ODMD INC. in relation to the District as the City's Finance Director shall reasonably request.
- 3.3. ODMD INC. hereby agrees to comply with all Federal, State, and City laws and regulations as they relate to the administration of the District.

4. City Responsibilities

- 4.1. The City shall submit to the County of Ventura each year an annual assessment roll for the District for Fiscal Years 2006/2007 through 2010/2011 and shall disburse the District assessment revenues received by the City from the County of Ventura to ODMD INC. in accordance with Section 5.1 hereof.

- 4.2. With respect to any public agencies for which the County of Ventura does not bill the annual District assessments, the City shall hand bill such agencies for the District assessments, including enforcement of the collection of such assessments.
- 4.3. The City shall review all reports submitted by ODMD INC.
- 4.4. The City shall make available to ODMD INC. such information in its possession, except for information, which is determined to be confidential information by the City Attorney, which is necessary for implementation of the District work program.
- 4.5. The City shall report to ODMD INC. on an annual basis as to the status of District assessment revenues collected so that ODMD INC. can adjust its budget and work program accordingly.

5. Disbursements

- 5.1. Commencing with Calendar Year 2007 and continuing through December 31, 2011, the City shall remit to ODMD INC. the District assessment revenues collected by the County of Ventura and paid to the City within 30 days of receipt of such revenues by the City from the County of Ventura.

6. Audits, Accounting, and Audit Exceptions

- 6.1. ODMD INC.'s program, as it relates to the District, will be audited in accordance with the City's policy and funding guidelines. The City or its authorized representatives shall, with 10 days' prior notice, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of ODMD INC.
- 6.2. ODMD INC. staff will cooperate fully with authorized auditors when they conduct audits and examinations of ODMD INC.'s program, as it relates to the District. If indications of misappropriation or misapplication of the funds governed by this Agreement cause the City to require a special audit, the cost of the audit shall be paid by ODMD INC. Should it be subsequently determined that the special audit was not reasonably warranted, the amount will be restored to ODMD INC. The right to audit, as provided by this Section, shall be for a period of three (3) years from the date of submission of the financial report in question or any indication or notice to the City of any misappropriation or misapplication of funds by ODMD INC., whichever is later.
- 6.3. ODMD INC. will establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. The system shall detail all costs chargeable to the District under this Agreement and shall substantiate all such costs, meeting acceptable standards for major public entities in Southern California, and complying with any applicable Federal standards. The system shall meet the minimum fiscal and internal control requirements as reasonably determined by the City.

7. Insurance

- 7.1. ODMD INC. shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto

and incorporated herein by this reference, issued by a company satisfactory to the City's Risk Manager, unless the Risk Manager waives, in writing, the requirement that ODMD INC. obtain and maintain such insurance coverages.

- 7.2. ODMD INC. shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- 7.3. Maintenance of proper insurance coverages by ODMD INC. is a material element of this Agreement. ODMD INC.'s failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

8. Notices

- 8.1. All notices, plans, or reports permitted or required under this Agreement shall be in writing, and shall be deemed made when personally delivered to the following persons as provided in this Agreement. Additionally, such notices shall be deemed made 48 hours after deposited in the U.S. Mail, first class postage prepaid, and addressed to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY OF OXNARD
305 West Third Street, Third Floor
Oxnard, CA 93030
Attention: Director of Community Development

ODMD INC.
326 South "B" Street
Oxnard, CA 93030
Attention: Board of Directors, Chair

9. Conflict of Interest.

- 9.1. For the duration of this Agreement, neither ODMD INC. nor its employees will act as ODMD INC. or perform services of any kind for any other person or entity in regard to the District without the prior written consent of the City. In addition, neither members of the Board of Directors of ODMD INC., nor its Chief Executive Officer, may enter into any additional contracts in regard to the District, nor vote on any District matter when such contract or matter would be of financial benefit to the member or director over and above the general financial benefit to all members in the District.

10. Nondiscrimination

- 10.1. ODMD INC. represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of political affiliation or opinion, age, ancestry, marital status, physical condition, pregnancy, or pregnancy-related condition, race, religion, color, sex, sexual orientation, national origin, or medical condition.

11. General Provisions

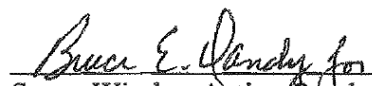
- 11.1. Assignment. ODMD INC. agrees that this Agreement contemplates personal performance by ODMD INC. and is based upon a determination of ODMD INC.'s personnel's unique competence, experience, and specialized personal knowledge. Neither this Agreement, nor any interest herein, shall be assigned by any party without the prior written consent of the other party.
- 11.2. Independent Contractor. It is agreed and understood that ODMD INC. is a wholly independent contractor. This Agreement is not intended and shall not be construed to create the relationship of agent, employee, servant, partnership, joint venture, or association as between the City and the ODMD INC. Neither City nor its agents shall have control over the conduct of ODMD INC. except as set forth herein. The City shall have no liability or responsibility for payment of any wage or benefits to ODMD INC. employees, for whom the ODMD INC. shall bear sole responsibility and liability.
- 11.3. Default of Contractor. In the case of default by ODMD INC. in providing any service, or in performing this Agreement, the City may, in addition to all other remedies it may have, including but not limited to termination of the Agreement and/or filing of a suit at law or equity, obtain such services from other sources and deduct the cost thereof from any costs due or thereafter owing to ODMD INC. relating to such items or to otherwise claim and collect such costs.
- 11.4. Attorney's Fees. If a legal action or proceeding is sought by any party because of default under this Agreement, or to enforce a provision thereof, the prevailing party therein shall be entitled, in addition to any other relief, to recover reasonable attorney's fees and court costs from the losing party as determined by the court in which said action or proceeding is pending.
- 11.5. Indemnity. ODMD INC. agrees to indemnify, hold harmless, and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by ODMD INC. or its agents, employees, subcontractors, and other persons acting on ODMD INC.'s behalf. This agreement to indemnify, hold harmless, and defend shall apply whether such acts or omissions are the product of

active negligence, passive negligence, or acts for which ODMD INC. or its agents, employees, subcontractors, ODMD INC., and other persons acting on ODMD INC.'s behalf would be held strictly liable.

- 11.6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement may only be modified in writing signed by both parties.
- 11.7. Governing Law. This Agreement shall be governed by the laws of the State of California.
- 11.8. Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 11.9. Permits, Licenses, Certificates. ODMD INC., at ODMD INC.'s sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.
- 11.10. Successors and Assigns. ODMD INC. and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of ODMD INC. and City.
- 11.11. Covenants and Conditions. ODMD INC. and City agree that each term and each provision of this Agreement to be performed by ODMD INC. shall be construed to be both a covenant and a condition.
- 11.12. Governing Law. City and ODMD INC. agree that the construction and interpretation of this Agreement and the rights and duties of City and ODMD INC. hereunder shall be governed by the laws of the State of California.
- 11.13. Compliance with Laws. ODMD INC. agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by ODMD INC. pursuant to this Agreement.
- 11.14. Severability. City and ODMD INC. agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- 11.15. Waiver. City and ODMD INC. agree that no waiver of a breach of any provision of this Agreement by either ODMD INC. or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or ODMD INC. to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

- 11.16. Counterparts. City and ODMD INC. agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 11.17. Amendment. City and ODMD INC. agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and ODMD INC.

CITY OF OXNARD


Susan Winder, Acting Purchasing Agent

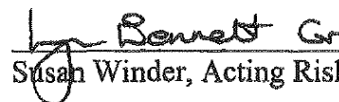
Oxnard Downtown Management
District Inc.


Vincent Behrens, Chairman

APPROVED AS TO FORM:

 07-17-07
Gary L. Galig, City Attorney

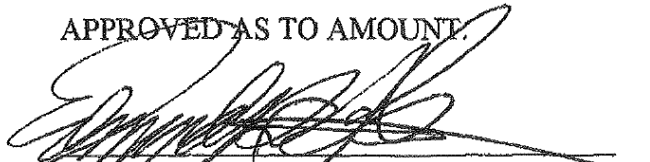
APPROVED AS TO INSURANCE:

 7/17/07
Susan Winder, Acting Risk Manager

APPROVED AS TO CONTENT:


Curtis P. Cannon, Community Development Director

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office commercial general liability coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. 1386-02-CD
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees, and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

4/07

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.

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-B.doc

ACCORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$1,000,000
					PRODUCTS COMP/OP AGG.	\$1,000,000
					PERSONAL & ADV. INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$1,000,000
					DISEASE-POLICY LIMIT	\$1,000,000
					DISEASE-EACH EMPLOYEE	\$1,000,000
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. 1386-02-CD 300 W. 3rd 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			

Attachment #4
Page 11 of 15

Attachment #4
Page 12 of 15

PRODUCER (805)483-2477 FAX (805)483-8254 Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032		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.	
INSURED Oxnard Downtown Management District, Inc. 326 South B Street Oxnard, CA 93030		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Nautilus Insurance Company	
		INSURER B: United Financial Casualty Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE (L/A)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NCS79008	08/08/2006	08/08/2007	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 1,000,000				PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY	03269768-1	10/20/2006	10/20/2007	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Oxnard, its Officers, Agents & Employees are named as additional insureds as required by City Agreement.

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

City of Oxnard
 Attn: Risk Manager
 300 W. Third Street, #302
 Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

LAUBACHER

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

POLICYHOLDER COPY

SL

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-11-2007

GROUP:
POLICY NUMBER: 1730151-2007
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 02-28-2008
02-28-2007/02-28-2008CITY OF OXNARD
RISK MANAGEMENT
300 W 3RD ST STE 302
OXNARD CA 93030-5738

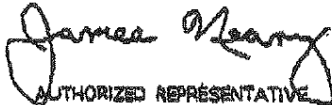
SL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-11-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

OXNARD DOWNTOWN MANAGEMENT DISTRICT INC. (A
NON-PROFIT MUTUAL BENEFIT CORP)
328 S B ST
OXNARD CA 93030

(REV. 3-05)

[LYM.CN]
PRINTED : 06-11-2007
Attachment #4
Page 14 of 15

POLICY NUMBER: NC579008

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

*City of Oxnard
It's Officers, Agents + Employees*

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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.

CG 20 10 1 85 Copyright, Insurance Services Office, Inc., 1982

CCO/11600-30/h:common/forms.addinsurgeneral.doc

(rev 2/05)

Attachment #4
Page 15 of 15



**OXNARD DOWNTOWN MANAGEMENT DISTRICT
RENEWAL
PROPERTY & BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN**

*Formed in 2001 and Being Renewed Under California Streets and Highways Code Section 36600 et seq.
Property Business Improvement District Act of 1994, as amended*

PRESENTED BY:

THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, INC

**DECEMBER 23, 2013
(v1.3)**

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

1.0 DISTRICT SUMMARY

The Oxnard Downtown Management District is a property-based Business Improvement District (PBID) being renewed for a 5 year period by a consortium of business and property owners within Downtown Oxnard. The District was originally formed in 2001 for a 5 year period. It was renewed and expanded in 2006 for another 5 year term and renewed for a 3 year term in 2011. The purpose of this District is to continue to provide and manage supplemental services and improvements for this important business center, including a "clean and safe" program, a professional marketing and business development program, and a program of installing and upgrading physical amenities throughout the greater Downtown area. The PBID is a unique benefit assessment district that will enable the District property owners, working as a unit, to continue to fund needed property related improvement programs and projects above what can be provided by the City of Oxnard.

- Location:** The PBID is located in the center of Oxnard and is bounded roughly by Second Street on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone (See attached map).
- Services:** Maintenance, public safety, business development, beautification and related management and operation services.
- Finance:** Benefit assessment of 400 parcels of real property
- Budget:** PBID assessment revenue for Year 1 is projected to be approximately \$454,095.
- Cost:** Year 1 property assessment rates per parcel are \$350.80 plus 2.7615 cents per square foot of land, plus 12.138 cents per square foot of building, plus \$4.0635 per linear foot of street frontage. Institutional/non-profit/government owned parcels shall be exempt from the building area portion of the assessment. Residential uses (including residential condominiums) shall be assessed at the rate of \$55.16 per year per unit. Mixed-use development assessments shall be pro-rated based on the ratios of each respective use.
- Cap:** Assessment increases are capped at a maximum of 5 % per year based either on the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner's Association Board.
- Renewal:** District renewal is a two-step process. First, petitions signed by District property owners representing at least 50% of the total assessment to be levied must be secured. Second, property owners will be sent a ballot to vote on the District renewal. Returned ballots in support of the District renewal must outweigh those in opposition based on the amount of assessment to be levied per returned ballot.
- Duration:** The PBID will have a term of five (5) years. After five years, the petition and balloting process must be repeated in order to renew the district and levy assessments.

PBID FAQ

1. *What is a PBID?*

A PBID is a unique funding tool which allows business district property owners to pool their financial resources by assessing themselves to pay for certain districtwide activities and improvements. While introduced to California in 1995, PBID's have been used throughout the U.S. for four decades and are the most effective and fair method to fund business district programs.

2. *What is the primary benefit of a PBID?*

Competition for trade dollars is increasing and improving all the time. Much more can be accomplished by working together as an organized unit than by working alone. There is the advantage of group purchasing power for funding areawide improvements and programs.

3. *Is a PBID just another government program?*

No. The local government agency's role is to initially approve renewal of the PBID and to annually re-approve the PBID budget and collect or cause to be collected, the funds from the County Tax Collector. The funds will be used to pay for the programs and activities authorized by the approved Management Plan.

4. *Is a PBID assessment a new tax?*

No. Taxes go into government agency general funds to be used throughout their jurisdictions as needed. PBID assessments, however, can only be levied and used within the PBID boundaries to fund programs and activities authorized by the approved Management Plan. The PBID must be re-approved for each stipulated period (up to 10 years) the assessments are to be levied.

5. *Which properties are assessed?*

All properties within the boundaries of the PBID will be assessed unless specifically exempted by Federal, State or Local statute. Assessments will vary based on the proportionate special benefit to be conferred on each property.

6. *How much is each property charged?*

An equitable formula has been developed whereby assessments for commercial uses are computed based on a combination of a base parcel fee, the property size, building size and street frontage of each parcel in proportion to the expected level of benefit to be derived from the programs, improvements and activities being funded. Parcels with residential uses and residential condominiums are assessed at an equal base rate per unit. Institutional/non-profit/government owned parcels are exempt from the building area portion of the assessment.

7. *Can the assessment formula or programs be changed in the future?*

The assessment formula, boundaries and broad programs can only be changed by a process involving notices and public hearings and, in some cases, a re-vote of the property owners.

2.0 INTRODUCTION

There is an ever increasing awareness of social issues in business districts such as crime and environmental concerns (littering, natural resource depletion, graffiti), as well as a greater perceived need by the public for supplemental security and maintenance services.

Coupled with this, there is an ever-increasing amount of competition for business districts from malls, off-price centers, big box warehouse retailers and factory outlets as well as a myriad of internet and home shopping networks. There is a much greater need to aggressively market goods and services and create physical environments and services comparable to the competition. Business districts everywhere must work harder and smarter just to capture a portion of their proportionate marketplace share.

In order to survive and coexist in the myriad of competition, business districts cannot rely solely on discretionary government funding or normal tax supported programs and services. There is a need to pool private resources to independently fund, at least in part, vital activities, services and improvements. Business districts throughout California, from Eureka to San Diego, are finding that one of the most viable methods today to accomplish this is through a property-based business improvement district (PBID).

This unique assessment mechanism can fund an exciting array of activities ranging from farmer's markets, art festivals and street fairs to beautification projects such as banners, holiday decorations and landscape planters, to urgently needed services such as supplemental security and maintenance. By pooling private dollars, PBIDs are able to collectively pay for activities, programs and improvements which would not be possible on an individual owner basis. In a time of stretched public resources, PBIDs are one of the most valuable and effective private sector business district finance tools available.

2.1 PBID GENERIC ELIGIBLE USE OF FUNDS

PBID assessments are levied directly on properties within a prescribed area on the basis of relative special benefit from the improvements and activities to be funded and defined in the State law as follows:

• **“Improvement”** means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs
- (c) Trash receptacles and public restrooms (d) Lighting and heating facilities
- (e) Decorations (f) Parks (g) Fountains (h) Planting areas
- (i) Closing, opening, widening, or narrowing of existing streets
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and ped. malls. (l) Rehabilitation or removal of existing structures

• **“Activities”** means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.
- (b) Furnishing of music in any public place in the area.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.

- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Activities which benefit businesses and real property located in the district.

2.2 REQUIRED INFORMATION IN A PBID MANAGEMENT DISTRICT PLAN

As stipulated by California State Law (Section 36600 Streets and Highways Code), the following information and data must be included in a PBID Management District Plan:

Section 36622. The management district plan shall contain all of the following:

- (a) A map of the district in sufficient detail to locate each parcel of property within the district.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of any benefit zones, proposed for establishment or extension in a manner sufficient to identify the lands included. Under no circumstances shall the boundaries of a proposed district overlap with the boundaries of another existing district created pursuant to this part. Nothing in this part prohibits the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law including, but not limited to, the Parking and Business Improvement Area Law of 1989.
- (d) The improvements and activities proposed for each year of operation of the district and the maximum cost thereof.
- (e) The total annual amount proposed to be expended for improvements, maintenance and operations in each year of operation of the district.
- (f) The proposed source or sources of financing including the proposed method and basis of levying the assessment in sufficient detail to allow each property owner to calculate the amount of the assessment to be levied against his or her property.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years, to a maximum of five (ten for renewals), in which assessments will be levied. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k) A list of the properties to be assessed, including the assessor's parcel number, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property, in proportion to the benefit received by the property, to defray the cost thereof, including operation and maintenance. The plan may provide that all or any class or category of real property which is exempt by law from real property taxation may nevertheless be included within the boundaries of the district but shall not be subject to the assessment.
- (l) Any other item or matter required to be incorporated therein by the city council.

3.0 PBID DETAILS

3.1 PBID BOUNDARY

The Oxnard Downtown Management District encompasses properties bounded roughly by Second St. on the north, Meta St. and the railroad tracks on the east, Eighth Street on the south, and C St. and D St. on the west. More specifically, the PBID is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the east property line of Oxnard Boulevard; thence north along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public alley lying east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Based on information provided by the Ventura County Assessor's Office, the City of Oxnard and field reviews, there are 404 parcels within the proposed renewed PBID. Of these, 400 are identified parcels that will receive proportionate degrees of special benefit from district programs and improvements. A map showing the PBID boundaries is shown on Appendix A attached hereto.

3.2 PBID ACTIVITIES/WORK PROGRAMS/COSTS/BUDGET

Maintenance includes:

- Clean Team litter/debris pickup and graffiti removal
- check/empty sidewalk trash bins
- mechanical sidewalk sweeping/sidewalk scrubbing/steam cleaning
- clean/repair/replace trash bins
- mechanical street sweeping

Security includes:

- 24/7 Safety Patrol and Ambassador Services

Business Development includes:

- promotional events and activities (Jazz Festival, Taste of Downtown etc)
- Certified Farmer's Market
- holiday events and decorations
- district advertising, newsletters and press releases
- targeted business recruitment
- Oxnard Branding Project
- Downtown Strategic Plan development
- website, blog, Twitter and Facebook
- permit processing assistance
- regional tourism promotion
- establish cultural arts district
- develop international marketplace theme

Beautification includes:

- street banner program
- holiday streetlamp décor
- sidewalk flower planters
- expand streetscape beautification amenities
- initiate full scale master planning and revitalization of Oxnard Boulevard

Management includes:

- personnel and full service office to manage PBID programs, activities and projects
- full service office to assist property and business owners with District-related needs
- solid lobbying force on District issues and needs

HOW DOWNTOWN OXNARD STAKEHOLDERS BENEFIT

All property owners:

- Cleaner sidewalks, streets and common areas
- Real and perceived security for customers, employees, owners and visitors
- Enhanced rental incomes from vacant and underutilized space
- Greater pedestrian activity
- Improved business climate and mix of desired and needed uses
- New businesses and investors
- Regularly funded and well-managed Downtown programs and services
- Stronger and united voice in Downtown matters

Retail, restaurant, entertainment, and service businesses:

- Regular marketing/promotional activities to attract and keep customers

Professional, medical and financial businesses:

- Clean & safe programs for welfare of customers and employees

General office uses:

- Enhanced climate and opportunities for entertaining clients and guests

Non-profit owned/occupied parcels and businesses:

- Cleaner and safer environment for members and contributors

Cultural and art uses:

- Greater exposure and opportunities to attract visitors and benefactors

Residents

- Enhanced clean and safe “urban village” living

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

YEAR 1 PROPOSED BUDGET SUMMARY

ACTIVITY	Yr 1	% OF TOTAL
1.0 Maintenance	\$145,300	32.0%
2.0 Security	\$77,200	17.0%
3.0 Business Dev.	\$136,200	30.0%
4.0 Beautification	\$43,100	9.5%
5.0 Management	\$52,295	11.5%
TOTAL	\$454,095	100.0%

* Allocations of PBID revenues may be shifted annually by the Property Owner's Association Board between these major categories based on changing needs, program costs, demands and contract prices.

PBID Program Costs and Budget

In order to carry out the PBID programs outlined in the previous section, a first year budget of \$454,095 is projected. The five major program activities range from 9.5% to 32% of the total budget each. Since the renewed PBID is planned for a five year term, projected program costs for future years (Years 2-5) are set at the inception of the PBID. While future inflationary and other program cost increases are unknown at this point, a maximum increase of 5% per annum is incorporated into the projected program costs and assessment rates for the five year PBID term. Assessment increases are capped at a maximum of 5% per year based either on the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner's Association Board. Carryovers, if any, may be reapportioned the following year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner's Association Board for the City Council's review and approval. The projected Yr 1-5 budgets are shown below:

Projected 5 Year Budget (assume 5% max increase per year)

ACTIVITY	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	% OF TOTAL
1.0 Maintenance	\$145,300	\$152,565	\$160,193	\$168,203	\$176,613	32.0%
2.0 Security	\$77,200	\$81,060	\$85,113	\$89,369	\$93,837	17.0%
3.0 Business Dev.	\$136,200	\$143,010	\$150,161	\$157,669	\$165,552	30.0%
4.0 Beautification	\$43,100	\$45,255	\$47,518	\$49,894	\$52,388	9.5%
5.0 Management	\$52,295	\$54,910	\$57,655	\$60,538	\$63,565	11.5%
TOTAL	\$454,095	\$476,800	\$500,640	\$525,672	\$551,955	100.0%

3.3 PBID ASSESSMENTS

Analysis of Basis and Method of Levying Assessments

The Oxnard Downtown PBID is a benefit assessment type district whereby district program costs are to be apportioned amongst benefiting properties based on the special benefit each property is expected to derive from the PBID programs. The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the PBID. Also, as required by Proposition 218, general benefits may not be incorporated into the assessment formula and levied on the PBID properties; only special benefits and costs may be considered. Furthermore, Proposition 218 no longer exempts government owned property from paying benefit assessments unless it is demonstrated by clear and convincing evidence that the property in fact receives no special benefit.

Based on the grid shape of the renewed PBID, as well as the nature of the proposed PBID program elements, it is determined that a single benefit zone exists in which all properties will gain special and proportionate degrees of benefit.

PBID assessment formulas typically relate to either property street frontage or parcel and building size which affect the amount of assessment to be paid. The formula may base assessments on a single factor or a combination of factors. Based on the program activities to be funded, which relate directly to the pedestrian oriented sidewalk areas, parcel size and current improvements, it is determined that the assessments be based in part on three property related elements: the amount of adjacent street/sidewalk frontage, the parcel size and the building area. A map of the PBID is shown on Appendix A attached hereto. Using the refined cumulative property related data totals, the base Year 1 assessment rates are set at \$350.80 plus 2.7615 cents per square foot of land area, plus 12.138 cents per square foot of building area (based on gross exterior building dimensions), plus \$4.0635 per linear foot of street frontage.

Due to projected reduced special benefits, a number of formula adjustment factors for certain land uses, parcel configurations and other circumstances are also incorporated into the proposed PBID formula as follows:

1. Building area fees are based on gross exterior building area
2. Assessments for institutional, non-profit and government owned and occupied parcels are not assessed for bldg areas
2. Assessments for residential uses, including condominiums, are set at \$55.16 per unit
4. Parcels owned by 501(c)(3) religious non-profit entities and fully occupied as places of worship shall be exempt from PBID assessments. No PBID funded services nor improvements shall be provided adjacent to nor provide any special benefit to such exempt parcels.
5. Parcels owned by US Federal government shall be exempt from PBID assessments based on ruling by US Attorney General. No PBID funded services nor improvements shall be provided adjacent to nor provide any special benefit to such exempt parcels.
6. Mixed use developments are assessed based on pro-rated ratios of land uses

PROPOSED OXNARD DOWNTOWN PBID

ASSESSMENT FORMULA

Assessment = Land Area Fee + Building Area Fee + Street Frontage Fee

- Land Area Fee = land area x land area rate (from chart below)
- Building Area Fee = building area x building area rate (from chart below)
- Street Frontage Fee = parcel street frontage x street frontage rate (from chart below)

YEAR 1 ASSESSMENT RATE CHART

<u>LAND AREA RATE</u>	<u>BLDG AREA RATE</u>	<u>STREET FRONTAGE RATE</u>
\$350.80 +2.7615¢/Sq Ft	12.138¢/Sq Ft	\$4.0635 Per Linear Foot

SAMPLE CALCULATION:

A. 8,625 sq ft building on 9,000 sq ft lot with 75 LF of street frontage

Land = \$350.80 + 9,000 x 2.7615¢/Sq Ft = \$ 599.20

Bldg = 8,625 x 12.138¢/Sq Ft = \$1,046.90

Frontage = 75 LF x \$4.0635/Lin Ft = \$ 304.76

TOTAL YEAR 1 ASSESSMENT = \$1,951/yr

PER MONTH = \$ 163/mo

PER DAY = \$ 5.42/day

PER SQ FT OF BLDG PER MO = 1.9¢/sq ft bldg/mo

3.4 SPECIFIC ANNUAL ADJUSTMENTS

Since the PBID is planned for a five year term, maximum assessments for future years (Years 2-5) must be set at the inception of the PBID. While future inflationary and other program cost increases are unknown at this point, a maximum increase of 5% per annum is incorporated into the projected program costs and, in turn, the resultant assessment rates for the five year term of the PBID. Assessment increases are capped at a maximum of 5% per year based either on the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner's Association Board. These figures are shown in the table below. Assessment rates may not exceed those indicated below.

In addition, any annual budget surplus or deficit will be incorporated into the subsequent year's PBID budget. Within the constraints of the annual adjustment, annual assessments will be set to account for surpluses or deficits carried forward.

Five Year Maximum Assessment Rates

(Includes a 5% cap on annual increases)

Assessment Rates	Yr 1 Rate	Yr 2 Rate	Yr 3 Rate	Yr 4 Rate	Yr 5 Rate
Land Area Rate Part 1 +	\$350.80	\$368.34	\$386.76	\$406.09	\$426.40
Land Area Rate Part 2 (\$/SF)	\$0.027615	\$0.028996	\$0.030446	\$0.031968	\$0.033566
Building Area Rate (\$/SF)	\$0.121380	\$0.127449	\$0.133821	\$0.140513	\$0.147538
Street Frontage Rate (\$/LF)	\$4.063500	\$4.266675	\$4.480009	\$4.704009	\$4.939210
Residential Rate (\$/Unit)	\$55.16	\$57.92	\$60.81	\$63.85	\$67.05

3.5 PBID GOVERNANCE

The governance or management of a PBID typically requires an "Owner's Association" to carry out the District services and activities. State PBID Law (36600 Streets & Highways Code) also requires that the Owner's Association carry out specific additional functions. This includes preparation of an Annual Report to the City Council on the PBID activities for the past fiscal year and those proposed for the next fiscal year. The Owner's Association may also recommend to the City Council from time to time, changes to the PBID boundaries, benefit zones, assessment formula or PBID programs and activities, all subject to public notification and, in some cases petition/balloting requirements.

Meetings of the Owner's Association and its standing Committees shall be subject to the State of California "Brown Act" open meeting law.

It is proposed that the Oxnard Downtown Management District Inc (ODMD), under contract with the City of Oxnard, continue to be responsible for the ongoing day-to-day management and administration of the Oxnard Downtown PBID. Incorporated in the early 2000's, ODMD is a non-profit corporation formed by business and professional firms and property owners located within Downtown Oxnard. Upon renewal of the PBID, it is proposed that the City Council and ODMD will execute a contract for the continued performance and delivery of the stipulated PBID programs and services authorized by the Management Plan.

3.6 PBID SPECIAL RULES AND REGULATIONS

Special rules and regulations may be adopted by the Owner's Association from time to time, as deemed appropriate and necessary.

4.0 TIME AND MANNER FOR COLLECTING ASSESSMENTS

As provided by statute, the Oxnard Downtown PBID assessments may either be collected directly by the City or by the County of Ventura in the same manner as annual property taxes are collected and will appear as a separate line item on the property tax statement prepared by and issued by the County. It is intended that the City and ODMD Inc will enter into an agreement under which the City will remit the assessment revenues to the Association for implementation of the Management Plan. Existing laws and policies addressing enforcement and/or appeal of property taxes shall also apply to PBID assessments.

5.0 PBID DURATION

Pursuant to State PBID law, the Oxnard Downtown PBID will have a five year operating duration extending from January 2015 through the end of December 2019. (Property tax billing from December 2014 through April 2019). Any continuation of the PBID after the renewed five year period will require compliance with all regulations and statutes in place at the time relative to establishment of a property and business improvement district. At present, this would require preparation of a new management plan, circulation of a new majority petition, a Prop 218 balloting and a public hearing and noticing process.

6.0 BONDS

There will be no bonds sold in conjunction with the renewed District to generate any of the projected revenues.

7.0 PBID RENEWAL TIMELINE

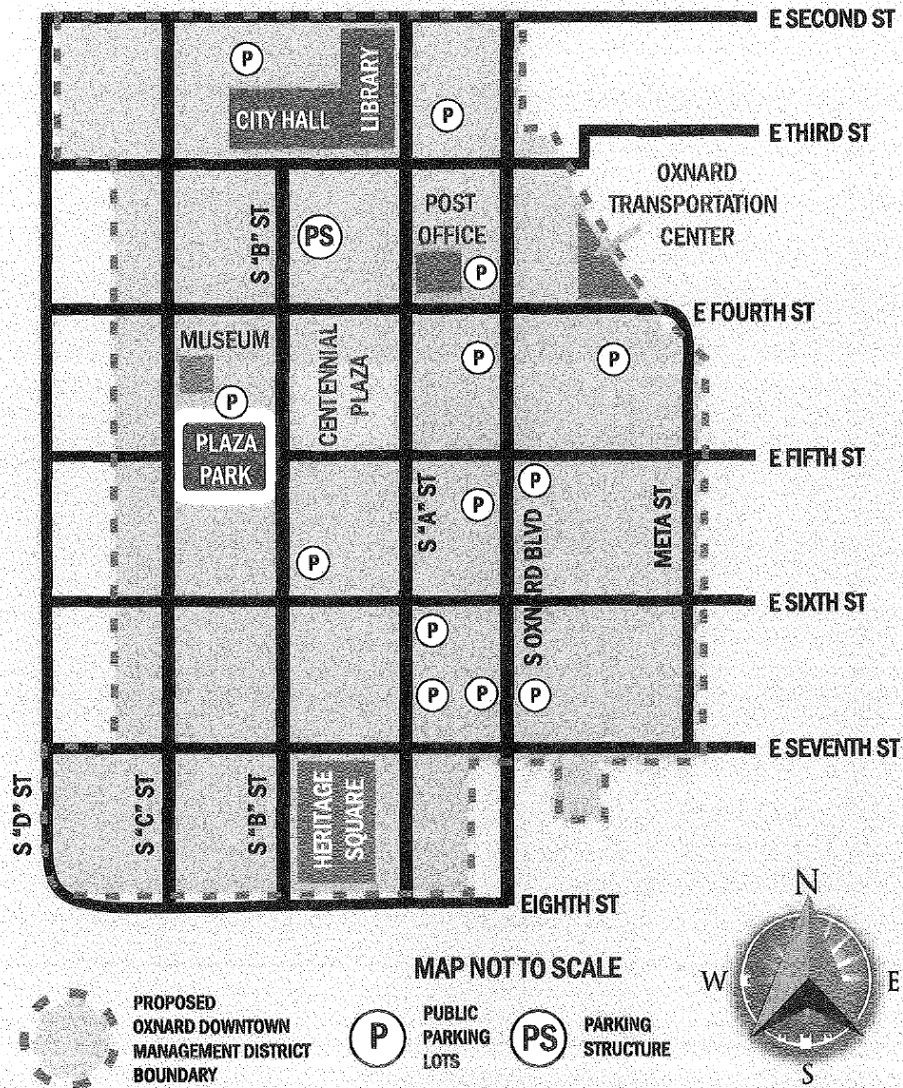
The renewed PBID is expected to begin operation by January 2015. In order to meet this goal, the following procedural timeline is proposed:

<u>Date</u>	<u>Action/Task</u>
Oct-Dec '13	• Develop a PBID Management Plan
Dec '13-May '14	• Strategize support campaign/meetings etc.
Dec '13	• Initiate petition drive
Dec '13-May '14	• Collect petitions signed by property owners
May '14	• Submit majority support petitions to City along with final Management Plan
June '14	• City Council adopts res. of intention to renew the PBID
June '14	• City sends notice of PBID public hearing and a ballot to property owners within District
July '14	• City Council conducts hearing (ballots due by this date)
July '14	• Providing no majority ballot protest is filed or found at the hearing, Council approves resolution renewing District
July '14	• Assessment roll submitted to Assessor
Dec 10/Apr 10(due)	• Assessments billed and collected by County
1st Qtr '15	• Revenues remitted to ODMD per contract with City
(5 yrs)	• ODMD carries out PBID programs and services

APPENDIX A

BOUNDARY MAP

OXNARD DOWNTOWN *Management District*



APPENDIX B

Year 1 Assessment Roll

APN	2014-15 PBID ASSMT
2010113110	\$3,524.03
2010160010	\$626.95
2010160020	\$593.34
2010160030	\$1,667.87
2010160040	\$443.67
2010160050	\$820.66
2010160060	\$413.13
2010160070	\$697.97
2010160080	\$646.88
2010160090	\$624.69
2010160100	\$705.86
2010160110	\$873.17
2010160120	\$733.47
2010160130	\$1,205.31
2010160170	\$1,419.27
2010160180	\$1,613.20
2010160190	\$924.75
2010160200	\$1,791.53
2010160220	\$1,039.87
2010160250	\$1,041.65
2010160260	\$2,009.43
2010211010	\$1,804.88
2010211040	\$441.02
2010211110	\$806.17
2010211120	\$684.59
2010211130	\$517.70
2010211140	\$517.70
2010211155	\$517.70
2010211170	\$1,716.43
2010211180	\$1,255.08
2010211190	\$1,458.63
2010211200	\$1,492.10
2010211210	\$1,496.39
2010211225	\$414.15
2010211230	\$617.32
2010211300	\$531.26
2010211360	\$1,062.24
2010211380	\$1,254.22
2010212010	\$1,427.87
2010212020	\$1,232.54
2010212030	\$1,226.47
2010212060	\$1,165.78

2010212070	\$1,310.52
2010212140	\$1,214.33
2010212150	\$2,770.66
2010212165	\$1,502.87
2010212170	\$1,542.32
2010212180	\$913.18
2010212190	\$945.52
2010212200	\$692.94
2010212230	\$1,105.09
2010212260	\$1,678.34
2010212270	\$1,323.84
2010213010	\$1,099.62
2010213020	\$667.24
2010213030	\$826.25
2010213075	\$515.52
2010213080	\$1,119.99
2010213090	\$1,176.75
2010213100	\$607.20
2010213110	\$220.64
2010213120	\$55.16
2010213130	\$1,022.18
2010213140	\$533.35
2010213150	\$500.54
2010213160	\$2,329.43
2010214010	\$750.04
2010214020	\$2,923.70
2010214030	\$2,043.08
2010214040	\$2,568.54
2010271030	\$607.20
2010271040	\$573.20
2010271060	\$623.01
2010271070	\$803.88
2010271080	\$1,131.02
2010271090	\$555.94
2010271100	\$761.09
2010271110	\$761.09
2010271160	\$220.64
2010271170	\$1,304.78
2010271180	\$2,632.17
2010272010	\$1,047.36
2010272020	\$569.75
2010272030	\$569.75
2010272040	\$55.16
2010272050	\$788.70

2010272060	\$1,592.11
2010272070	\$747.28
2010272080	\$747.28
2010272090	\$945.52
2010272100	\$1,536.25
2010272110	\$877.62
2010272120	\$1,205.25
2010272140	\$555.94
2010272150	\$1,597.41
2010272160	\$747.12
2010272170	\$761.09
2010272180	\$1,317.19
2010272190	\$55.16
2010272200	\$521.43
2010272210	\$419.84
2010272220	\$1,121.44
2010272230	\$1,625.71
2010360110	\$1,563.09
2020081010	\$1,316.17
2020081020	\$747.28
2020081100	\$1,114.73
2020081160	\$747.28
2020081170	\$1,316.17
2020081180	\$761.09
2020081190	\$761.09
2020081200	\$761.09
2020081210	\$761.09
2020081220	\$761.09
2020081230	\$1,329.98
2020081240	\$566.04
2020081250	\$761.09
2020081260	\$761.09
2020081270	\$761.09
2020081280	\$761.09
2020081290	\$761.09
2020083030	\$1,223.09
2020083040	\$55.16
2020083050	\$1,479.23
2020083060	\$1,067.87
2020083070	\$1,269.99
2020083210	\$2,111.00
2020083220	\$811.33
2020085030	\$746.28
2020085040	\$802.99

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020085050	\$3,263.94
2020085190	\$751.13
2020085200	\$1,815.22
2020091100	\$747.28
2020091370	\$1,712.65
2020091380	\$940.95
2020091390	\$11,160.58
2020091400	\$3,487.31
2020092030	\$428.12
2020092040	\$669.96
2020092050	\$1,148.44
2020092060	\$1,171.38
2020092070	\$2,165.83
2020092120	\$747.28
2020092130	\$1,209.25
2020092140	\$2,044.45
2020092170	\$5,629.69
2020092180	\$1,932.73
2020092190	\$2,688.23
2020094010	\$1,851.06
2020094020	\$1,085.53
2020094035	\$2,344.62
2020094040	\$1,859.10
2020094050	\$1,129.23
2020094060	\$1,347.71
2020094080	\$1,834.31
2020094140	\$1,216.23
2020094155	\$367.37
2020094160	\$367.37
2020094170	\$730.71
2020094185	\$704.27
2020094195	\$1,359.18
2020094205	\$383.94
2020094215	\$1,679.51
2020094225	\$383.94
2020094235	\$1,110.62
2020094240	\$1,504.98
2020095075	\$747.28
2020095085	\$747.28
2020095090	\$1,305.63
2020095100	\$1,202.46
2020095110	\$747.28
2020095120	\$3,917.59
2020095140	\$2,466.89
2020095150	\$1,492.10
2020095160	\$1,492.10
2020096035	\$1,391.72
2020096040	\$0.00
2020096050	\$1,551.95
2020096060	\$1,240.90
2020096070	\$1,354.18

2020096080	\$2,892.22
2020096095	\$940.98
2020096105	\$2,373.69
2020096110	\$1,208.99
2020096125	\$697.53
2020101130	\$1,507.90
2020101190	\$629.17
2020101205	\$490.30
2020101215	\$1,723.46
2020101225	\$362.54
2020101235	\$516.59
2020101255	\$441.12
2020101270	\$363.92
2020101290	\$399.13
2020101310	\$363.92
2020101330	\$363.92
2020101355	\$363.92
2020101360	\$359.42
2020101370	\$372.20
2020101405	\$404.31
2020101415	\$3,548.56
2020101420	\$1,208.20
2020101435	\$374.27
2020101445	\$2,047.00
2020102010	\$4,654.72
2020103025	\$705.86
2020103090	\$705.86
2020103100	\$2,008.89
2020103115	\$442.82
2020103120	\$1,808.70
2020103130	\$771.09
2020103145	\$692.05
2020103175	\$357.98
2020103185	\$522.28
2020103195	\$2,032.61
2020103205	\$592.24
2020103210	\$1,066.32
2020103225	\$374.27
2020103235	\$458.70
2020103245	\$2,243.59
2020104015	\$3,434.65
2020104165	\$2,506.63
2020104395	\$7,987.85
2020104405	\$1,066.95
2020104415	\$2,185.20
2020104425	\$1,875.63
2020104435	\$3,119.47
2020105100	\$6,478.81
2020105120	\$549.04
2020105170	\$449.27
2020105180	\$2,010.88

2020105195	\$359.08
2020105205	\$540.76
2020105210	\$359.08
2020105220	\$540.76
2020105235	\$375.65
2020105245	\$920.67
2020105260	\$432.70
2020105275	\$0.00
2020105295	\$2,523.08
2020105305	\$587.70
2020105325	\$2,394.79
2020105335	\$2,103.73
2020106015	\$1,162.19
2020106035	\$535.23
2020106065	\$740.38
2020106120	\$940.49
2020106130	\$1,555.67
2020106140	\$3,404.93
2020106245	\$588.53
2020106250	\$797.74
2020106265	\$426.90
2020106275	\$635.20
2020106285	\$383.94
2020106295	\$615.90
2020106310	\$401.47
2020106320	\$504.52
2020106355	\$1,843.77
2020106370	\$943.53
2020106380	\$943.64
2020106390	\$928.49
2020106400	\$1,956.93
2020106410	\$2,319.80
2020107050	\$532.37
2020107060	\$545.59
2020107070	\$545.59
2020107080	\$2,132.05
2020107100	\$906.13
2020107110	\$1,951.00
2020107120	\$535.23
2020107135	\$1,207.29
2020107160	\$1,153.50
2020107170	\$1,367.53
2020107195	\$506.63
2020107205	\$389.03
2020107215	\$387.69
2020107225	\$494.66
2020107235	\$2,788.84
2020107240	\$2,853.62
2020107250	\$1,452.90
2020131030	\$791.80
2020131040	\$1,545.96

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020131050	\$1,643.46
2020131060	\$1,510.42
2020131070	\$1,811.43
2020131170	\$1,092.30
2020131190	\$357.45
2020131220	\$568.57
2020131230	\$1,227.44
2020133010	\$1,316.17
2020133020	\$899.01
2020133030	\$747.28
2020133040	\$747.28
2020133050	\$55.16
2020133060	\$747.28
2020133210	\$3,116.05
2020135025	\$1,213.52
2020135035	\$5,672.73
2020141050	\$0.00
2020141060	\$913.18
2020141070	\$549.04
2020141080	\$1,062.87
2020141090	\$1,062.87
2020141100	\$55.16
2020141110	\$1,712.65
2020141155	\$55.16
2020141165	\$55.16
2020141175	\$55.16
2020141185	\$55.16
2020141195	\$55.16
2020141205	\$55.16
2020141215	\$55.16
2020141225	\$55.16
2020141235	\$55.16
2020141245	\$55.16
2020141255	\$55.16
2020141265	\$55.16
2020141275	\$55.16
2020141285	\$55.16
2020141295	\$55.16
2020141305	\$55.16
2020141315	\$55.16
2020141325	\$55.16
2020141335	\$55.16

2020141345	\$55.16
2020141355	\$55.16
2020141365	\$55.16
2020141375	\$55.16
2020141385	\$55.16
2020141395	\$55.16
2020141405	\$55.16
2020141415	\$55.16
2020141425	\$55.16
2020142160	\$5,791.80
2020143015	\$2,989.57
2020143025	\$1,348.96
2020143030	\$900.22
2020143040	\$776.63
2020143050	\$549.04
2020143140	\$3,496.07
2020143230	\$1,689.97
2020143240	\$1,496.60
2020143250	\$1,116.73
2020144170	\$840.79
2020144180	\$982.45
2020144190	\$1,034.67
2020144200	\$904.56
2020144210	\$954.57
2020144220	\$494.90
2020144230	\$1,574.59
2020144240	\$494.60
2020144250	\$1,144.88
2020144260	\$837.78
2020144270	\$928.01
2020144280	\$842.53
2020144290	\$753.85
2020144300	\$867.24
2020145010	\$3,071.49
2020145030	\$1,080.22
2020145050	\$1,588.46
2020145060	\$1,043.02
2020145100	\$0.00
2020145110	\$1,475.56
2020145120	\$747.28
2020145130	\$1,378.46
2020145140	\$1,316.17

2020145190	\$747.28
2020145200	\$719.67
2020145210	\$628.28
2020145220	\$4,218.05
2020145230	\$1,059.80
2020145240	\$1,173.66
2020146010	\$1,711.02
2020146020	\$990.41
2020146030	\$929.72
2020146040	\$656.61
2020146050	\$838.68
2020146070	\$1,182.49
2020146080	\$686.96
2020146090	\$535.23
2020146100	\$899.37
2020146110	\$535.23
2020146120	\$535.23
2020146130	\$777.99
2020146140	\$2,434.98
2020146150	\$1,265.13
2020146180	\$2,017.99
2020146190	\$535.23
2020146200	\$535.23
2020146210	\$535.23
2020146220	\$4,331.30
2020380015	\$55.16
2020380025	\$55.16
2020380035	\$55.16
2020380045	\$55.16
2020380055	\$55.16
2020380065	\$55.16
2020380075	\$55.16
2020380085	\$55.16
2020380095	\$55.16
2020380105	\$55.16
2020380115	\$55.16
2020380125	\$55.16
	\$454,094.55

ODMD

519 South C Street, Suite 1
Oxnard, CA 93030
805-385-2705

Invoice

Date	Invoice #
3/23/2015	182

Bill To
City of Oxnard 214 S. C Street Oxnard, CA 93030

			Terms
Quantity	Description	Price Each	Amount
1	2014-15 Oxnard Downtown Management District 17-35 (See Attached for Property Assessment Details)	107,699.64	107,699.64
Please remit to above address. Please make checks payable to Oxnard Downtown Management District. Thank you!		Total	\$107,699.64

2014-15 OXNARD DOWNTOWN MANAGEMENT DISTRICT 17-35

APN	SITE ADDRESS	ASSMT
2010160030	E FOURTH ST	\$ 1,667.87
2010160040	E FOURTH ST	\$ 443.67
2010160050	E FOURTH ST	\$ 820.66
2010160060	E FOURTH ST	\$ 413.13
2010160070	E FOURTH ST	\$ 697.97
2010160080	E FOURTH ST	\$ 646.88
2010160090	E FOURTH ST	\$ 624.69
2010160100	E FOURTH ST	\$ 705.86
2010160110	E FOURTH ST	\$ 873.17
2010160220 300	S OXNARD BL	\$ 1,039.87
2010211110	E FIFTH ST	\$ 806.17
2010211130	E FIFTH ST	\$ 517.70
2010211140	E FIFTH ST	\$ 517.70
2010211155 135	E FIFTH ST	\$ 517.70
2010211225	E FIFTH ST	\$ 414.15
2010211230	E FIFTH ST	\$ 617.32
2010211300 136	ENTERPRISE ST	\$ 531.26
2010211380	ENTERPRISE ST	\$ 1,254.22
2010212190 528	S OXNARD BL	\$ 945.52
2010214010	ENTERPRISE ST	\$ 750.04
2010272050 125	E SEVENTH ST	\$ 788.70
2010272070 656	S OXNARD BL	\$ 747.28
2010272080 650	S OXNARD BL	\$ 747.28
2010272090 638	S OXNARD BL	\$ 945.52
2010360110 126	E SEVENTH ST	\$ 1,563.09
2020081010 201	S C ST	\$ 1,316.17
2020081020 211	S C ST	\$ 747.28
2020081100 260	S D ST	\$ 1,114.73
2020081160 208	S D ST	\$ 747.28
2020081170 200	S D ST	\$ 1,316.17
2020081180 2231	S C ST	\$ 761.09
2020081190	S C ST	\$ 761.09
2020081200	S C ST	\$ 761.09
2020081210 251	S C ST	\$ 761.09
2020081220	S C ST	\$ 761.09
2020081230	W THIRD ST	\$ 1,329.98
2020081240	S D ST	\$ 566.04
2020081250	S D ST	\$ 761.09
2020081260	S D ST	\$ 761.09
2020081270	S D ST	\$ 761.09
2020081280	S D ST	\$ 761.09
2020081290 210	S D ST	\$ 761.09
2020085190 418	W FOURTH ST	\$ 751.13
2020085200 401	S C ST	\$ 1,815.22
2020091100	S C ST	\$ 747.28
2020091370 351	W THIRD ST	\$ 1,712.65
2020091380	W SECOND ST	\$ 940.95
2020091390 206	W SECOND ST	\$ 11,160.58
2020091400 214	W SECOND ST	\$ 3,487.31
2020092030	S B ST	\$ 428.12
2020092040	S B ST	\$ 669.96
2020092120 320	S C ST	\$ 747.28

2020092170	300	W THIRD ST	\$	5,629.69
2020092180	344	S C ST	\$	1,932.73
2020094140	324	S B ST	\$	1,216.23
2020094160		S B ST	\$	367.37
2020094170		S B ST	\$	730.71
2020094195		S B ST	\$	1,359.18
2020094215	365	S B ST	\$	1,679.51
2020094235		S B ST	\$	1,110.62
2020095075	254	S A ST	\$	747.28
2020095085	242	S A ST	\$	747.28
2020096035	357	S OXNARD BL	\$	1,391.72
2020096095		S OXNARD BL	\$	940.98
2020096125		S OXNARD BL	\$	697.53
2020101130	422	S C ST	\$	1,507.90
2020101215		S C ST	\$	1,723.46
2020101235		W FOURTH ST	\$	516.59
2020101255	425	S B ST	\$	441.12
2020101270		W FIFTH ST	\$	363.92
2020101290		W FIFTH ST	\$	399.13
2020101310		W FIFTH ST	\$	363.92
2020101330		W FIFTH ST	\$	363.92
2020101355		W FIFTH ST	\$	363.92
2020101370		W FIFTH ST	\$	372.20
2020102010	500	S C ST	\$	4,654.72
2020103025		W FIFTH ST	\$	705.86
2020103145		W SIXTH ST	\$	692.05
2020103185		W FIFTH ST	\$	522.28
2020103205		W SIXTH ST	\$	592.24
2020105180		S B ST	\$	2,010.88
2020105205		S B ST	\$	540.76
2020105220		S B ST	\$	540.76
2020105245		S B ST	\$	920.67
2020106015	403	S OXNARD BL	\$	1,162.19
2020106035		S OXNARD BL	\$	535.23
2020106065		W FIFTH ST	\$	740.38
2020106245		S OXNARD BL	\$	588.53
2020106250	425	N OXNARD BL	\$	797.74
2020106275		W FOURTH ST	\$	635.20
2020106295	421	S OXNARD BL	\$	615.90
2020106310		W FIFTH ST	\$	401.47
2020107050		W FIFTH ST	\$	532.37
2020107060		W FIFTH ST	\$	545.59
2020107070		W FIFTH ST	\$	545.59
2020107100	531	S OXNARD BL	\$	906.13
2020107120	559	S OXNARD BL	\$	535.23
2020107135	563	S OXNARD BL	\$	1,207.29
2020107205		W FIFTH ST	\$	389.03
2020107225		S OXNARD BL	\$	494.66
2020131170		S C ST	\$	1,092.30
2020131190		S C ST	\$	357.45
2020131220		W FIFTH ST	\$	568.57
2020145190		S A ST	\$	747.28
2020145200	631	S OXNARD BL	\$	719.67
2020145210	629	S OXNARD BL	\$	628.28
TOTAL			\$	107,699.64

REQUEST FOR BUDGET APPROPRIATION

Department: CDC
Project/Program
Manager: Kym Horner

Date: May 12, 2015
Phone: 385-7407

Reason for Appropriation:

To fund assessment levied by the Oxnard Downtown Management District for the Property-Based Business Improvement District (PBID) Assessment FY14-15

Fund: GENERAL FUND (101)

Expenditures / Transfers Out

CDC SPECIAL PROGRAMS (8210)

101-8210-801.85-28 FIXED SERVICES / ASSESSMENT DISTRICT PYMNT 107,699.00

Total Expenditures 107,699.00

Net Change to Fund (101) Balance (107,699)

Net Appropriation Change 107,699.00

Approvals

Department Director

Kymberly Horner

Chief Financial Officer

J. Whitney

City Manager

Attachment #7
Page 1 of 1

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 05/12/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Marsha Eubanks, Financial and Admin Services Manager Agenda Item No. L-5Reviewed By: City Manager [Signature] City Attorney JDB Finance [Signature] Utilities _____

DATE: April 29, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director
Utilities Department

SUBJECT: Second Amendment to Agreement with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment (Agreement No. A-7672)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with KEH & Associates, Inc., for Wastewater and Stormwater Operations, Management and Assessment (Agreement No. A-7672), in the amount of \$1,389,699 to bring the total agreement amount to \$4,537,241 for the provision of Phase 1 and Phase 2 services.

DISCUSSION

On May 13, 2014, the Council approved Phase 1 services with KEH & Associates Inc. for Wastewater and Stormwater Operations, Management and Assessment in the amount of \$2,275,355 to provide the required Chief Plant Operator function to manage the Wastewater Treatment Plant operations and oversee the training of the five Operators-in-Training in order to comply with federal and state regulations and to be in compliance with the City's discharge permit. In addition, Phase 1 services included those services necessary to complete the highest priority administrative, regulatory, and maintenance functions related to wastewater and stormwater operations, management and assessment. The First Amendment, in the amount of \$872,187 was to complete a number of Phase 2 tasks prior to the startup of the Advanced water Purification Facility.

This Second Amendment in the amount of \$1,389,966, includes additional efforts for Phase 1, Plant Operations services, including connection of four (4) new recycled water customers, provision of technical support as interim technical service/water quality manager to manage City's source control, stormwater quality, water quality and cross connection programs, preparation of a hazardous material assessment and risk management plan for the wastewater treatment plant and Advanced Water Purification Facility (AWPF), and an increase of the wastewater superintendent part time effort from three (3) days per week to 36 hours per week. Phase 2 services include conducting an independent audit on the wastewater collection system to determine the City's compliance with regulatory requirements and continuing work to decommission the biotowers and to refurbish the filter belt press.

Second Amendment to Agreement with KEH & Associates, Inc. for Wastewater and Stormwater Operations, Management and Assessment (Agreement No. A-7672)

April 29, 2015

Page 2

FINANCIAL IMPACT

Funds are available in the Wastewater Operating Budget to fund work performed this fiscal year. Funds to complete the work will be requested as part of the FY2015/2016 Budget.

JD:me

Attachment #1 – Second Amendment to Agreement No. A-7672

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of May, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and KEH & Associates, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on May 13, 2014, by City and Consultant. The Agreement previously has been amended on October 21, 2014, by a First Amendment.

City and Consultant agree as follows:

1. Effective May 12, 2015, in Section 1 of the Agreement, Exhibit A and A1 are supplemented with Exhibit A2, attached hereto and incorporated herein by reference.
2. Section 14a of the Agreement, the figure "\$3,147,542" is deleted and replaced with the figure "\$4,537,241."
3. Effective May 12, 2015, in Section 14a of the Agreement, Exhibit C and C1 are supplemented with Exhibit C2, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Kenneth E. Hume, President
KEH & Associates, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A2
SCOPE OF WORK – AMENDMENT NO. 2

TASK 1 - PLANT OPERATIONS

Task 1.1 Wastewater Operations Manager/Chief Plant Operator (\$152,880.00)

Services will be provided for Wastewater Operations Manager/Chief Plant Operator from July 1, 2015 through December 31, 2015 based on a 40 hours per week schedule. Should the City fill the position during the period identified above, Consultant shall continue providing services for a minimum period of four (4) weeks in order to properly coordinate and transition duties and responsibilities for the position of Wastewater Operations Manager/Chief Plant Operator to the new City employee.

Task 1.2 Wastewater Division Manager (\$220,768.00)

1.2.1 Services through June 30, 2015

The current scope of work includes a monthly average of three (3) days per week. Due to the needs of the aging facility and subsequent management challenges, the City has requested that these services be increased to an average of 36 hours per week for the remainder of the contract term for Task 1.2 (through June 30, 2015).

1.2.2 Services from July 1, 2015 through December 31, 2015

Services will be provided for Interim Wastewater Division Manager from July 1, 2015 through December 31, 2015 based on a 40 hours per week schedule. Should the City fill the position during the period identified above, Consultant shall continue providing services for a minimum period of four (4) weeks in order to properly coordinate and transition duties and responsibilities for the position of Wastewater Division Manager to the new City employee.

Task 1.14 Cross Connection Training and Testing (\$35,000.00)

Provide regulatory agency coordination and a certified AWWA Cross-Connection Specialist to support City staff in completion of a cross connection test for the River Ridge Golf Course, RiverPark, New Indy, and two agricultural reuse areas. The City will provide staff to support in the testing process.

Task 1.15 Recycled Water User Connections (\$191,873.00)

Consultant will undertake the following as part of Task 1.15 GREAT Program Startup

- Assist in the planning, coordination, review and implementation of the recycled water retrofits for the River Ridge Golf Course, RiverPark, New Indy, and two agricultural reuse areas.
- Provide technical support for expediting the connection of the River Ridge Golf Course. Effort includes coordinating with City staff for pipeline connection and stub up, assist in procurement of materials and temporary infrastructure, coordinating temporary operation with AWPf and golf course operators, and regulatory compliance coordination.

- Assist City in development of Site Supervisor Training program and User Agreements, as required by Division of Drinking Water.
- Provide the following SCADA and controls services by City's SCADA Support Company, Prousys, for GREAT Program water delivery to reuse markets.
 - Review 90% design documents for (5) recycle water turnouts. Provide design review comments
 - Integrate signals and communications associated with (5) recycle water turnouts into AWPf SCADA system (all equipment, materials, off-site programming, cable, conduit and terminations to City SCADA system by others)
 - Adjust and tune AWPf process controls for (5) recycle water turnouts
 - Provide AWPf training for OWTP personnel. Provide training materials in hardcopies and electronic format)
 - Attend design and coordination meetings (up to fourteen 2-hour meetings and three 4-hour workshops). Prepare and submit meeting minutes to City.
- Coordinate with recycled retrofit customers, identify demand needs (duration, pressure, frequency and coordination with AWPf), prepare site specific implementation schedule and support completion of user agreements, site supervisory training and construction.
- Prepare AWPf supply scenarios based on phased completion of retrofits. Supply scenarios will address customer demand needs, efficient operation of the AWPf and consideration of facility capabilities and hydraulics. Scenarios will project calculated operating timeframe and need for Operator action and oversight.
- Summarize AWPf monthly delivery for City staff during initial customer connection.
- Development of an overall project schedule, and providing monthly updates to the schedule. Coordinate with City staff and consultants in developing schedule and monitoring progress.
- Lead bi-weekly program update meetings. Provide agenda and minutes for each meeting.
- Review retrofit design drawings and provide comments.
- Support City with retrofit contractor selection. Assist City in compiling, reviewing and preparing bid packages.
- Attend design review meetings and project coordination meetings.
- Provide one week of onsite functional testing and one week of O&M staff training by system supplier (Pall Corporation) for microfiltration equipment.

Deliverables: Cross Connection testing documentation, AWPf operating scenario outline, Project Schedule and updates, bi-weekly meeting minutes, and design review comments.

Task 1.16 Technical Services/Water Quality Manager (\$291,248.00)

Consultant will provide the services of a Technical Services/ Water Quality Manager for the City Oxnard's Utility Division on an interim basis (Services End December 31, 2015) until transition to a full time City employee is completed. Consultant will undertake the role of Interim Technical Services/ Water Quality Manager to help provide general oversight of the City's Source Control

Group/ Program, the Stormwater Quality Group/ Program and the Water Quality and Cross Connection Group/ Program.

As Interim Technical Services/Water Quality Manager, Consultant's duties will include supporting City staff in undertaking the following activities:

1.16.1 Technical Support

1. Provide guidance to City staff as the City's Interim Technical Service/Water Quality Manager
2. Assess discrepancies and establish program requirements for the City's Source Control, Stormwater Quality, Water Quality and Cross Connection Programs in order to ensure continued compliance with regulatory requirements and City policies
3. In concert with City staff, help in the preparation of standard operating procedures for City programs identified above.
4. Meet with staff to assess workload and daily operating procedures as well as current practices for identifying priority projects and needs.
5. In concert with Utilities Division management, identify best practices to manage workload and improve work efficiency
6. Support ongoing activities and assess record keeping procedures and coordinate with City staff in establishing policies for hard copies and electronic records, mentor staff regarding record keeping procedures and policies
7. In concert with Utilities Division management, assess Water Resources Quality Group financial management procedures and establish recommendations of cost accounts for the Source Control, Stormwater Quality and Water Quality programs
8. Provide customer liaison coordination with regulatory agencies and provide regulatory permitting assistance including identification of any permitting deficiencies and development a strategy and implementation plan to immediately address deficiencies.
9. Support ongoing development an Environmental Management System (EMS) tool.
10. Provide customer liaison coordination with other agencies including industrial sewer users and other sewer users that have service agreements with the City
11. Review service agreements and permits, identify deficiencies and inadequacies and recommend revisions
12. Provide input on updates for the CMMS

1.16.2 Technical Services/Water Quality Manager Position Review

Develop a Technical Memorandum, documenting the following items:

- Position Description - In concert with Utilities Division management, review and update position description for Technical Services/ Water Quality Manager and evaluate compensation based on similar municipalities.
- Key responsibilities – develop a summary of critical position responsibilities, including environmental permitting, regulatory requirements and reoccurring tasks.
- Department Coordination and Process Information – summarize required department coordination, including work flow and required department coordination.

- Gap Assessment - In concert with Utilities Division management, review staffing level, position descriptions and compensation, recommend updates based on similar municipalities.
- Recommendations – Based on findings of review, provide recommendations for changes to position, structure and coordination to improve efficacy of position and consistency with similar municipalities.

1.16.3 Staff Meetings and Progress Updates

1. Provide a bi-weekly summary of tasks completed, tasks planned, key issues requiring City direction and deliverable status.
2. Attend meetings as representative of the City including related project meetings
3. Attend City staff meetings

Deliverables: Bi-weekly reports and Draft/Final Technical Memorandum.

Task 1.17 Hazardous Materials Assessment and Risk Management Prevention Plan (\$83,080.00)

Consultant will perform and document a hazards review of the City of Oxnard Wastewater Treatment Plant and Advanced Water Purification Facility, for chemical, toxic, and flammable hazards.

The purpose of the review is to identify potential hazardous interactions among the processes and chemicals that are in use at each of the City's wastewater facilities. The review will include assessment of:

1. Hazards (chemical, toxic, and flammability) posed by the individual chemicals,
2. External factors that can cause a release of containment of individual chemicals,
3. Hazards that can arise from interactions between the chemicals if they are accidentally comingled,
4. Human factors that can produce an accidental release,
5. Management and engineering controls that are in place to prevent the release of toxic, flammable or hazardous materials, and
6. Process hazards that can result from failure of operational and human controls to prevent accidental releases.

The hazard review will be conducted by a Senior Engineer with experience in conducting such hazard reviews. The review will be performed in two sequential daily sessions of approximately 6 hours each. Prior to the hazard review, the Consultant will attend a kickoff meeting with the City Wastewater staff and representatives from the City of Oxnard Certified Unified Program Agency (CUPA) followed by a guided site visit to each applicable facility to observe process operations, chemical storage, and prepare for the review.

Following the site visit, the Consultant will request copies of facility operating procedures, including chemical or diesel receiving procedures, maintenance procedures, training procedures, documentation of the materials of construction used in process equipment, Safety Data Sheets, Piping and Instrument Diagrams (P&IDs), and process flow diagrams for each process using hazardous, toxic, or flammable chemicals.

The hazard review will be comparable in detail as that for the hazard review conducted under the CalARP program for the aqueous ammonia system, as modified in the 2015 CalARP 5-year update.

The draft report will be submitted and reviewed with City Wastewater staff and CUPA representatives, and comments incorporated into the Final report.

- Deliverables: Draft and final report for each facility in hard copy and electronic format

Task 1.18 Senior Process Engineer (\$151,972.00)

Services will be provided for Interim Senior Process Engineer on an as-needed basis through December 31, 2015 based on half time position schedule of 20 hours per week. The position will support technical and operational issues associated with the City's water system, wastewater treatment plant, collection system and advanced water purification facility. Position will also support technical review of facilities associated with developer proposed wastewater infrastructure and facilities associated with industrial discharges. Should the City fill the position during the period identified above, Consultant shall continue providing services for a minimum period of 60 calendar days in order to properly coordinate and transition duties and responsibilities for the position of Senior Process Engineer to the new City employee.

Task 1.19 Coordination with City Corp EPA Grant (Training) (\$31,562.00)

Consultant shall support the City in order to coordinate with City Corp relative to their federal EPA Grant for wastewater training. Consultant shall provide up to 180 hours to support coordination efforts.

TASK 2 - PERMITTING

Task 2.12 Sewer System Management Plan (SSMP) Audit (\$4,216.00)

Consultant will undertake the following work:

- Conduct an audit of the Oxnard Sewer System Management Plan in accordance with regulatory requirements.
- Develop an audit worksheet to determine the City's compliance with regulatory requirements, as well as the implementation effectiveness of each Plan element.
- Prepare a Compliance Audit Report including development of recommendations to correct any identified deficiencies.

Deliverable: SSMP Audit Report

TASK 3 – PLANT OPTIMIZATION

SUMMARY - TASKS 3.13 CRITICAL IMMEDIATE NEEDS FOR BIOTOWER PROCESS RETIREMENT AND TASK 3.14 BELT FILTER PRESS REFURBISHMENT

On August 21, 2014, Consultant delivered the final Technical Memorandum titled Preliminary Identification of Immediate Needs for the OWTP and Collection System Sewers and Lift

Stations. The report was completed as part of Task 3.8 of the Phase 1 Contract. The report was completed based on site investigations and presented prioritized projects requiring immediate attention.

Of the 25 projects included in the assessment, most were incorporated into the City's Wastewater Master Plan. However, certain facilities at the WWTP are currently failing and may cause an inability by the City to maintain proper treatment levels and regulatory compliance. Due to the imminent potential risk of treatment process failure with likely regulatory non-compliance impacts being incurred by the City, the following two Immediate Needs have been determined to be of a critical nature,

- Biotower Process Retirement
- Belt Filter Press Refurbishment Assessment

Task 3.13 Biotower Process Retirement

3.13.1 Biotower Decommissioning Contingency Planning (\$35,240.00)

In the Immediate Needs Technical Memorandum (Consultant, November 2014), the need for decommissioning the Biotower was identified. The primary consideration for decommissioning of the Biotowers came from the results of an engineering study undertaken by the City that investigated the condition of the related treatment structures. The study concluded that the Biotowers were structurally unsound (Project 1.6). In support of the decommissioning effort, Consultant completed a pilot study for chemically enhanced primary treatment, which will further reduce waste loading upstream of the activated sludge process once the Biotowers are removed from service.

In addition to the immediate need to remove the biotowers from service due to their severely deteriorated condition and potential for structural failure, benefits associated with significant power savings derived from their decommissioning have been identified. Task 3.13.1 will also include interface with the preparation of energy grant applications being prepared on behalf of the City by The Energy Coalition, which will help offset the costs of the work associated with the decommissioning process.

The next step is development of a Biotower Contingency Plan in order to modify process operations and prepare the Biotowers for removal from service.

Consultant will develop a contingency plan to decommission the Biotowers and for operation of the activated sludge system should the Biotowers fail or need to be taken out of service prior to completion of major capital improvements to the activated sludge system. This effort will include up to four (4) meetings and a preparation of a detailed Technical Memorandum. The Decommission Plan is expected to include the following sections:

1. Project Overview - background, objective and scope
2. Operation Modifications – this section will address the required modifications, expected to include chemically enhanced primary treatment, physical modifications to piping, biotower modifications, additional safety precautions, and bill of materials and construction/labor effort.
3. Project Phasing and Schedule – prepare a detailed schedule of activities, including duration of each task, task lead, and procurement needs and interim testing and performance verification.

4. Controls and Instrumentation – prepare a summary of modifications to controls and instrumentation. Include an outline of modified operating procedures for post-bypass.
5. Performance Testing and Verification – prepare a testing and verification plan that demonstrates adequate plant process performance following bypass.

Consultant will provide technical support and oversight to City staff during implementation of the process changes and modifications.

Deliverables: Draft and Final Technical Memorandum outlining the efforts required for bypassing the Biotowers and maintaining plant operations during the decommissioning process. Meeting minutes for the four (4) meetings.

3.13.2 Biotower Decommissioning (\$100,098.00)

In concert with the City's existing SCADA Support Supplier, Prousys, Consultant will provide technical services for the development of SCADA modifications and will identify hardware/instrumentation to be purchased and installed by the City staff in order to support continued operational reliability of the WWTP with the Biotowers out of service.

Deliverables: Technical documentation summarizing the needed upgrades and modifications to the plant facilities and control scenarios needed to control the secondary treatment facilities at the WWTP with the Biotowers out of service.

Task 3.14 Belt Filter Press Refurbishment

3.14.1 Evaluate Alternatives and Prepare Technical Memorandum (\$29,638.00)

In the Immediate Needs Technical Memorandum (Consultant, November 2014), the need for refurbishing the existing Belt Filter Presses was identified (Project 3.9). The existing units are deteriorating along with the sludge conveying system and the City currently does not have any backup should they fail. The City has identified these units for replacement with newer technology, but this will not occur for several years. As such, a plan for refurbishment must be undertaken and implemented in the interim.

Consultant will develop a Technical Memorandum for refurbishing the existing Belt Filter Presses. The Technical Memorandum will include identification of the risks associated with failure, documentation of existing condition, costs associated with alternative improvement plans and recommendations for implementation of the preferred alternative. This effort will include up to four (4) meetings and a Technical Memorandum. Consultant will provide technical support and oversight to City staff during implementation of the process changes and modifications.

Deliverables: Draft and Final Technical Memorandum. Meeting minutes for the four (4) meetings.

3.14.2 Prepare Procurement Documents for Refurbishment Services (\$62,124.00)

Consultant will prepare technical specifications and procurement documents for the in kind refurbishment services related to the existing belt filter presses and the associated sludge conveyors at the WWTP. Documents will also identify refurbishment requirements for protective costing related to the fire sprinkler system in the Solids Processing Building. Consultant will prepare documents for site walkthrough by perspective bidders and will prepare field

memorandum summarizing information provided to bidders including responses to pre-bid questions issued after the walkthrough.

Deliverables: Draft and final technical specifications and procurement documents. Field memorandum related to pre-bid walkthrough.

**EXHIBIT C2
SCHEDULE OF COSTS**

Task	Description	Hours	Subtask Totals	Task Totals
Task 1 – Plant Operations - Amendment No. 2				\$1,158,383
1.1	WW Operations Manager/Chief Plant Operator	1,112	\$152,880	
1.2	WW Division Manager	1,278	\$220,768	
1.14	Cross Connection Training and Testing	212	\$35,000	
1.15	Recycled Water User Connections	622	\$191,873	
1.16	Technical Services/Water Quality Manager	1,600	\$291,248	
1.17	Hazardous Materials Assessment/RMPP Preparation	470	\$83,080	
1.18	Senior Process Engineer (1/2 time through 12/31/15)	828	\$151,972	
1.19	Coordination with City Corp EPA Grant (Training)	180	\$31,562	
Task 2 - Permitting - Amendment No. 2				\$4,216
2.12	Sewer System Management Plan (SSMP) Audit	8	\$4,216	
Task 3 – Plant Optimization - Amendment No. 2				\$227,100
3.13	Biotower Decommissioning/Retirement			
	3.13.1 Biotower Decommission Planning	220	\$35,240	
	3.13.2 Biotower Decommissioning	592	\$100,098	
3.14	Belt Filter Press Refurbishment			
	3.14.1 Evaluate Alternatives and Prepare TM	210	\$29,638	
	3.14.2 Procurement for Refurbishment	366	\$62,124	
Subtask totals include applicable subconsultant costs				
Total		7,698	\$1,389,699	\$1,389,699



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2014

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 Falcon West Insurance Brokers, Inc. License # 0616640 2525 Camino Del Rio So Ste 100 San Diego CA 92108	CONTACT NAME: BJ Sheffield PHONE (A/C No. Ext): (619) 297-9181 FAX (A/C No): (619) 297-3366 E-MAIL: beeg@falconwestins.com ADDRESS: beeg@falconwestins.com
INSURED KEH & ASSOCIATES, INC. 751 RANCHEROS DRIVE SUITE #9 SAN MARCOS CA 92069	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co NAIC # 29424 INSURER B: Sentinel Ins Co LTD 11000 INSURER C: State Compensation Fund 35076 INSURER D: Admiral Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 14-15 Master

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					EACH OCCURRENCE \$ 1,000,000		
	☒ COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000		
	☐ CLAIMS-MADE ☒ OCCUR	X	Y	FEI-ECC-19503-00	5/10/2014	5/10/2015	MED EXP (Any one person) \$ 5,000	
	☒ \$2,500 Ded Per Occurrence						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000		
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000		
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	☐ ANY AUTO					BODILY INJURY (Per person) \$		
	☒ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	X	Y	72UECVK0715	6/18/2014	6/18/2015	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
						Medical payments \$ 5,000		
	UMBRELLA LIAB					EACH OCCURRENCE \$		
	EXCESS LIAB					AGGREGATE \$		
	☐ OCCUR							
	☐ CLAIMS-MADE							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ WC STATU-TORY LIMITS ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	19441652014	1/1/2014	1/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	PROFESSIONAL LIABILITY	X		FEI-ECC-19503-00	5/10/2014	5/10/2015	E&O /\$2500 Deductible \$1,000,000	
	POLLUTION LIABILITY						Pollution/\$2500 Deductible \$1,000,000	

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

RE: City of Oxnard, Agreement for Professional Services; Wastewater and Storm Water Operations, Management and Assessment; Agreement No. A-7672. City of Oxnard is Named as Additional Insured per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Attn: Risk Manager Reference No. A-7672 305 West Thirst Street 3rd Floor, East Wing 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 Tom Normandie/BSR <i>Thomas P. Normandie</i>

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

INS025 (201005).01

The ACORD name and logo are registered marks of ACORD

A-7672

ATTACHMENT NO. 1

PAGE 11 OF 23



KEH & Associates, Inc.
Endorsement Number: 6

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 5/10/2014 attaches to and forms a part of Policy Number FEI-ECC-19503-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



KEH & Associates, Inc.
Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 5/10/2014 attaches to and forms a part of Policy Number
FEI-ECC-19503-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



KEH & Associates, Inc.
Endorsement Number: 14

**Automatic Primary and Non-Contributory
Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 5/10/2014 attaches to and forms a part of Policy Number
FEL-ECC-19503-00. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

ECC-548-0712



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 5/10/2014 attaches to and forms a part of Policy Number
FBI-ECC-19503-00. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided
under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s)
at the location(s) designated above.

However:

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



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

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

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

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



KEH & Associates, Inc.
Endorsement Number: 22

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 5/10/2014 attaches to and forms a part of Policy Number
FEI-ECC-19503-00. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, 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
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
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".



KEH & Associates, Inc.
Endorsement Number: 23

Amendment – Aggregate Limits of Insurance (Per Project)

This endorsement, effective 5/10/2014 attaches to and forms a part of Policy Number
FEI-ECC-19503-00. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement
modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III)
applies separately to each of your projects away from premises owned by or
rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



Meeting Date: 05/12/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Marsha Eubanks, Financial and Admin Services Manager ¹¹⁹ Agenda Item No. L-6Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Utilities _____**DATE:** April 29, 2015**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director
Utilities Department ^[Signature]**SUBJECT:** First Amendment to Agreement with AECOM Technical Services, Inc. for Water Operations Support (Agreement No. A-7700)**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a First Amendment to the Agreement with AECOM Technical Services, Inc., for Water Operations Support (Agreement No. A-7700), in the amount of \$2,702,304 to bring the total amount to \$4,263,693 to implement Phase 2 services.

DISCUSSION

On July 22, 2014, the City Council approved Phase 1 services with AECOM for the Water Operations, Management and Assessment Project in the amount of \$1,561,389 for a two-year term through July 22, 2016. Phase 1 services included: overall program management, plant operations coordination, water resources management, permitting, plant optimization, organization optimization and support. The purpose is to provide technical and interim management support to complete projects and help augment the need for additional staff in the Water and Water Resources Division in the Utilities Department.

The majority of the Phase 1 services are now nearing completion and Phase 2 services are ready to begin. In addition, Staff has identified needs that were not previously identified in the Phase 2 services as part of the original scope of work. This First Amendment includes additional funding for program management, plant operations coordination, water resources management, permitting, plant optimization, organization optimization, and records management support. New Phase II tasks include assistance with a hardness feasibility evaluation, Ventura County Regional Urban Landscape Efficiency (VC RULE) program development, internship program development, Advanced Water Purification Facility (AWPF) outreach support, the 2015 Urban Water Management Plan (UWMP) update and the California Accidental Release Program (CalARP) update for aqueous ammonia and a hazardous material assessment plan and disaster plan. Plant optimization has been expanded to include updates to the emergency response plan and water operations water supply planning tool.

**First Amendment to Agreement with AECOM Technical Services, Inc. for Water Operations
Support (Agreement No. A-7700)**

April 29, 2015

Page 2

FINANCIAL IMPACT

Funds are available in the Water Operating Budget to fund work performed this fiscal year. Funds to complete the work will be requested as part of the FY2015/2016 Budget.

JD:me

Attachment #1 – First Amendment to Agreement No. A-7700

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of May, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 22, 2014, by City and Consultant.

City and Consultant agree as follows:

1. Effective May 12, 2015, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A1, attached hereto and incorporated herein by reference.
2. Effective May 12, 2015, in Section 8 of the Agreement, Exhibit B is supplemented with Exhibit B1, attached hereto and incorporated herein by reference.
3. Section 14a of the Agreement is deleted in its entirety and replaced with the following:
"a. City agrees to pay Consultant in an amount not to exceed \$4,263,693 for services provided under this Agreement at hourly rates provided in Exhibits C and C1 attached hereto and incorporated by this reference in full herein."
4. Effective May 12, 2015, in Section 14a of the Agreement, Exhibit C is supplemented with Exhibit C1, attached hereto and incorporated herein by reference.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg P.E., Interim Utilities Director

CONSULTANT

Glen Hille, P.E., Vice President
AECOM Technical Services, Inc.

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

EXHIBIT A1
SCOPE OF SERVICES
Oxnard Water Operations
Amendment No.1, Phase 2 Services

This scope is to augment the phase 1 Exhibit A services (City Agreement No. A-7700, dated July 22, 2014) except where noted in the original agreement as phase 2 or future phase this exhibit is to supersede those elements. Some of the phase 2 subtasks shown in the original agreement did not carry forward or may be included in a future amendment and thus the subtask subnumber is not used. A consolidated version of the entire scope will be submitted once the phase 2 scope is authorized.

TASK 0 – PROGRAM MANAGEMENT (\$187,561)

Task 0.3 – Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks and work performed, status of deliverables, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (12 total). Phase 2 is for 12 months.

Task 0.4 – Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes planning, coordinating and managing task assignments, updating staffing plans and supervision of in-house staff, coordination with subconsultants, planning and monitoring of contract budget and schedule, managing progress to budget expectations, and coordination with the City and its other consultants, will be conducted by Project Manager, Greg Bradshaw (PM).

Provide senior technical review and implement quality assurance and quality control (QA/QC) measures throughout the project. QA/QC procedures ensure all work products provided to the City follow strict adherence to industry design standards. Phase 2 is for 12 months.

TASK 1 – PLANT OPERATIONS COORDINATION (\$205,102)

Task 1.1 – Project Meetings

Provide support as directed by City staff for the biweekly project status meetings. Prior to each bi-weekly meeting, Consultant will provide an update in City-provided PowerPoint format and distribute to internal City management. The meetings will not exceed one 2-hour meeting biweekly for 12 months.

- Deliverables: Updates will be delivered in PowerPoint format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Project Meetings* Binder and maintained at the Water Campus.

Task 1.2 – Management Meetings

Attend weekly meetings with Water Division Management staff including but not limited to the Water Division Manager, Chief Operators (Distribution, Metering, Water Treatment) and Seniors/Supervisors. For each meeting, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week for a period of 12 months.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Management Meetings* binder, tabulated by meeting type noted above, and maintained at the Water Campus.

Task 1.3 – Operations Support

Consultant will provide as-needed support to Water Division staff as defined in the following categories with an upper limit of 720 hours:

- Project Execution – Provide support in administrative functions for the work involving City actions and/or changes to the existing operations.
 - Program Development – Propose, present and support the divisional programs, Standard Operating Procedures, expansion of the groundwater system and blending stations and support City staff in developing a strategy for the implementation of master plan activities that meet the needs of the department/division program goals.
 - Division Coordination – Coordinate with the City regarding the implementation of activities to meet programmatic division goals; provide information and resources to City officials, departments and other organizations as appropriate.
 - Technical Assistance – Provide staff to analyze technical issues and challenges that face the Water Division and other departments/divisions. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.
 - Operations Support – Provide support for as-needed activities, operations and services of the City Water Division.
 - Water Distribution & Water Meter Work Orders – Perform a trending analysis of work performed, and an audit of the time sheets particularly for overtime charged in each area. Deliverables include a trending analysis and audit of overtime in both hard-copy binder and electronic versions.
- Deliverables: Efforts associated with these tasks will be recorded in a *Management and Support Binder*, tabulated on the tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

TASK 2 – WATER RESOURCES MANAGEMENT (\$647,744)

Task 2.1 – Water Conservation Program Support

As a sub consultant to Consultant, MNS Engineers will perform a variety of analytical, administrative, enforcement, and educational outreach duties in support of the City's water conservation, education and community programs. MNS Engineers will additionally perform community outreach and project management; and provide technical staff assistance to the Water Resources Division Manager.

MNS Engineers will provide support to water conservation program activities and coordinate with City's Water Conservation staff. Biweekly meetings will be held at the City's Water Campus to discuss conservation activities including reports of water waste, citations, water patrols, public outreach events, and conservation programs. MNS Engineers will facilitate reporting of water conservation activities including monthly reports on the State Water Resources Control Board (SWRCB) website, provide data and assistance with PowerPoint presentations as needed for Council updates, and participate in regional meetings such as the county-wide Water Use Efficiency group (monthly) and Metropolitan Water District (MWD) Conservation Coordinator meetings (bimonthly).

MNS Engineers will also participate in monthly City GREEN Team meetings to provide input on water conservation efforts City-wide. The program support covers a six-month period between November 2014 and April 2015.

MNS Engineers assumes that the Water Conservation activities and update of the Water Conservation Master Plan will be transitioned to a newly hired employee designated by the City in the future.

Task 2.2 – Water Supply Management

As a sub consultant to Consultant, MNS Engineers will serve as the interim Environmental Compliance and Supply Division Manager for a period of thirteen months, at a level of effort of 24 hours per week. In this role, MNS Engineers will implement and direct the City's water resource planning and policy-related activities to assure that Water, Recycled Water, Wastewater, and Stormwater programs consistently comply with established laws, guidelines and regulations; and provide executive policy level advice and perform administrative work in maintaining active liaisons with all organizations having water-related interests. MNS Engineers will also carry out comprehensive water and wastewater division planning, supply management, conservation, goals, and objectives; ensure customer service, public involvement and education, and stakeholder interactions are in concert with

organizational philosophies, values and principles; actively seek and provide resources and information needed by staff to perform assigned duties; prepare division recommendations on a variety of water resource public policy issues, procedural requirements, plans and ordinances; supervise program implementation activities, such as water quality monitoring, wastewater source control, cross connection control, code enforcement, technical assistance, water conservation, water resources safety and maintenance, and public outreach and education; attend, participate, and represent the City on a variety of in-house and regional technical and planning committees; respond to inquiries from the public regarding water resource problems/issues; facilitate effective interactions with and among professional and technical staff and peers, elected officials, outside agency staff, citizens and other stakeholders to ensure information is shared, involvement opportunities are available, and informed consent among affected interests is attained where possible; analyze complex regulations and related information.

The interim Environmental Compliance and Supply Division Manager will attend the following agency meetings on the City's behalf:

1. Fox Canyon Groundwater Management Agency
2. Watersheds Coalition of Ventura County
3. Bi-weekly meetings with Master Plan consultant
4. Association of Water Agencies of Ventura County
5. Las Posas Users Group
6. Santa Clara River Watershed Committee
7. Strickland Mutual Water Company
8. Santa Clara Wastewater

The interim management role is assumed to end in December 2015 and MNS Engineers will provide transition support.

Task 2.3 – Hardness Feasibility Evaluation

Consultant will review existing data and file keeping related to City hardness. Develop a technical memorandum with the following:

1. Water Quality Background – Summarize Oxnard water quality, including source water quality, analysis, related to hardness in the groundwater and blended supplies.
 2. Target Blending Strategy for agreed upon Goals – Discussion of historical water quality and develop metrics for hardness quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining aesthetic quality goals.
 3. Scenario Analysis - Develop and analyze up to four scenarios related to methods for improving or lowering the finished water hardness content, including impacts on available and future water supplies. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to evaluate available alternatives and the costs for each alternative.
 4. System Modifications – Provide a conceptual analysis for implementing recommendations.
 5. Coordination – Consultant will work in concert with Master Plan Consultant and City staff and will reference existing studies, reports and plans.
- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

Task 2.7 – Ventura County Regional Urban Landscape Efficiency Program (VC RULE)

The VC RULE program is a multi-agency effort, partially funded by Prop 84 grant funds to install efficient irrigation equipment and controls for large landscape customers. The VC RULE Program currently has a completion date of November 2015.

Consultant will assist the City in managing the VC RULE program and report regularly to the City on project progress. Consultant will also serve as the point of contact for the Labor Compliance Program.

Consultant will serve as the point of contact with Watersheds Coalition of Ventura County (WCVC); submit invoices, quarterly reports, insurance, bonds and assurances to WCVC to meet requirements of the Grant Agreement; assist the City in the maintenance of accounts in accordance with the Grant Agreement; serve as the point of contact for program participants particularly with regard to the Grant Agreement requirements; attend WCVC monthly meetings as to provide project status update.

Consultant will also perform the following tasks:

- Gather data from each project participant, including participating customers, 3 years of water demand, size of irrigated area, address, etc.
 - Maintain data submitted by WaterWise and participating agencies
 - Analyze data before and after each customer audit to assess water use reductions
 - Coordinate data acquisition from City's utility billing and GIS
 - Coordinate marketing efforts with participating agencies.
 - Monitor participating agency's budgets
 - Host kick off conference calls with each agency (6)
 - Coordinate with WaterWise on all matters regarding the Program
 - Work with WaterWise to remedy issues or challenges as they arise
 - Review irrigation survey results provided by WaterWise for customer sites to ensure retrofit is appropriate. Review recommended devices with WaterWise and participating agencies to develop a list of approved devices for installation
- Deliverables: Quarterly Reports as required by Division of Water Resources (DWR).

Task 2.8 – Internship Program Development

City Corps provides an array of support services to many City Departments, including the Utilities and Engineering Department. A structured Internship Program will be developed to document the education, training, duties, certifications, and career path for interns including a structured timeframe for progression through the program. Utilities and Engineering groups include Water, Wastewater, Environmental Resources, GIS, Survey, Stormwater, and Engineering Support. Some of these have sub-groups that will have unique internship programs. Internship programs will be developed for the following areas:

2.8.1 – Utilities & Engineering: Water Division

- Water Conservation
- Water Operations (Treatment, Distribution and Metering)
- Water Maintenance

2.8.2 – Utilities & Engineering: Wastewater Division

- Wastewater/Recycled Water Operations
- Wastewater/Recycled Water Maintenance
- Wastewater Collection
- Stormwater

2.8.3 – Utilities & Engineering: Environmental Compliance and Supply Management Division

- Environmental Resources

2.8.4 – Utilities & Engineering: Engineering & Maintenance Division

- GIS
- Survey
- Engineering Support (Process and Hydraulic Modeling)

2.8.5 – Design and Construction Services:

- Streets
- Engineering Support (CAD Drafting)

Project Meetings and Stakeholder Participation

To encourage involvement in the development of the Program, Consultant will coordinate with the stakeholders mentioned below. Consultant anticipates the following meetings/workshops will be held with the following stakeholders over the course of the Program development:

- Four (4) progress meetings with City Corps staff
- Five (5) coordination meetings with work groups
- Two (2) review meetings to discuss Draft and Final Internship Program Plans
- Provide program outreach by investigating existing local college programs at Ventura College and Oxnard College that support the educational requirement of an intern program (up to 4 days of support)
- Present draft elements of the program to Ventura County cities and agencies that share similar needs (up to 16 cities and agencies)

Consultant will attend each meeting. Consultant will prepare an agenda and take meeting minutes. Meeting minutes will be provided to the City for comments prior to finalization.

Develop Internship Program Plan

Consultant will develop an Internship Program Plan for City Corps and College applicants for each sub-group mentioned above. The Plan will document education, training, duties, certifications, and career path for interns including a structured timeframe for progression through the program. A Draft Internship Program Plan will be prepared for review by the City and City Corps. One Draft Internship Program Plan review workshop will be provided and comments will be incorporated into the Final Internship Program Plan.

It is assumed that the City will be responsible for the execution of the Internship Program Plan. It is also assumed that the City will provide details on any requirements related to existing City Corps grants to be incorporated into the Internship Program Plan.

- Deliverables: Draft and Final Internship Program Plan will be provided in PDF format.

Task 2.9 – AWPf Exhibit and Outreach Support

Consultant will prepare text descriptions for the proposed Science Center exhibits at the AWPf including display boards and fact sheets. The Science Center displays include: Engineering, GREAT Program benefits and map, AWPf, Sustainability, Water Resources Management, Planning, Stormwater, Water Supply, Water Treatment and Distribution, Wastewater and Recycled Water, Wetlands, Economics, Careers and Call to Action. Consultant will provide text descriptions for each area, background photos or drawings, and concepts for other visual aids. The text will incorporate two panels at each display area.

Consultant will coordinate with the City and the City's designer, Kismet, to discuss themes and content. Draft text will be provided for discussion and review by the City and Kismet. Final text will be prepared for Kismet to incorporate into graphic displays.

Conference calls and meetings will be held over the course of the project as needed to discuss and review materials as they are developed. Consultant anticipates a total of ten conference calls/meetings.

- Deliverables: Draft and Final exhibit text.

Task 2.10 – 2015 Urban Water Management Plan

As a sub consultant to Consultant, MNS Engineers will prepare updates to the 2010 Urban Water Management Plan. The Guidebook for preparation of 2015 Urban Water Management Plan (UWMP) is expected to be released by the Department of Water Resources by July 1 2015, and submittal of the 2015 UWMP is due to DWR by July 1, 2016.

The 2015 UWMP will incorporate legislative changes. New sections will be included for Demand Management Measures, Water Loss Reporting, new DWR standardized forms, and other updated methodologies as prescribed by DWR. On the City's behalf, data will be uploaded to DWR's Online Submittal website. The 2015 UWMP will contain the following sections:

- Section 1 – Plan Preparation
- Section 2 – System Description
- Section 3 – System Demands
- Section 4 – Target and Baselines
- Section 5 – System Supplies
- Section 6 – Water Reliability
- Section 7 – Water Shortage Contingency Plans
- Section 8 – Demand Management Measures
- Appendices

Draft Guidelines for Sections 1, 2, and 3 have been developed by DWR, upon which the scope of services is based. MNS Engineers has estimated the level of effort based on the Draft Guidelines for these sections. Draft Guidelines for Sections 4 through 8 are pending and MNS Engineers has estimated a level of effort for these sections based on the 2010 UWMP Guidelines as a start. When the Guidelines are released in July 2015, MNS Engineers will determine if additional scope is to be included as part of a future amendment.

DWR will host a series of webinars and workshops related to the 2015 UWMP Guidance Document. MNS Engineers will participate in these events on the City's behalf. Webinars are anticipated as follows:

- January 2015 – Section 6 Water Reliability
- February 2015 – Section 7 Water Shortage Contingency Plans
- March 2015 – Section 4 Baselines and Targets, Section 8 Demand Management Measures
- April 2015 – Public Hearing on Draft UWMP Guidebook

Section 1 – Plan Preparation

This section includes coordination and outreach as well as Plan adoption and submittal. MNS Engineers anticipates coordination will be needed with Calleguas Municipal Water District, United Water Conservation District, County of Ventura, Port Hueneme Water Agency, Proctor and Gamble, and Oxnard Chamber of Commerce. MNS Engineers will attend meetings and conference calls with these agencies to gather data and share information for the preparation of the plan. DWR's Table 1 will be prepared.

MNS Engineers will assist the City in the preparation of the Notice of Availability for the 2015 UWMP and information necessary for the public hearing, including preparation of the adoption resolution. The adoption resolution will be included as an appendix in the 2015 UWMP. Compact discs will be provided for submission to DWR and the State Library. A pdf version of the 2015 UWMP will be provided for the City to upload to the City's website.

Supporting documents will be provided including existing California Urban Water Conservation Council (CUWCC) BMP reports, the most recent Groundwater Management Plan, and a GIS shape file of the service area (provided by the City).

Section 2 – System Description

A GIS shapefile will be provided by the City delineating the service area and any areas within the service area boundary NOT served by the City. Any annexations or consolidations since the 2010 UWMP will be included. DWR's Table 2 will be completed.

A description of the proportion of the area built-out versus future development will be provided. MNS Engineers will provide information on temperature and precipitation patterns and describe the known and expected impacts of climate change. The service area population will be provided, including the sources of the estimates and DWR's Table 3 will be completed for current and projected population through 2035. MNS Engineers will provide a

description of the City's demographics, including large industrial users, mix of housing and economic demographics that may affect water use.

Section 3 – System Demands

MNS Engineers will evaluate the City's water demands by sector including single-family residential, multifamily, commercial, industrial, City landscape, and agricultural. DWR's Table 3-1 will be completed to report Potable Water Use by Sector for 2010 and 2015 and projections will be prepared through 2035. A narrative description will be prepared describing how demand projections were estimated. Table 3-2 Potable Water Sales to Other Agencies will be prepared for sales to Port Hueneme Water Agency. Tables 3-3 Non-Potable Water Use by Sector and 3-4 Non-Potable Sales to Other Agencies will be prepared, which for the City will be zero.

MNS Engineers will assist the City in preparing water loss worksheets as an Appendix. It is expected these will follow AWWA Guidelines. MNS Engineers will assist the City to develop water savings from Codes, Standards, Ordinances, or Transportation and Land Use Plans and complete Table 3-6.

MNS Engineers will coordinate projections for water use to Calleguas and United Water Conservation District as the water wholesaler. MNS Engineers will estimate the lower income water use projections for single-family and multi-family housing units in the housing element of the City's General Plan using the methodology prescribed by DWR and complete Table 3-7.

Section 4 – Baselines and Targets, Section 5 – System Supplies, Section 6 – Water Reliability, Section 7 – Water Shortage Contingency Plans, and Section 8 – Demand Management Measures will be prepared in accordance with the Guidelines as they are published in July 2015.

MNS Engineers will provide sections to the City for review as they are completed to simplify the review. MNS Engineers anticipates progress meetings will be held with the City over the course of the development of the 2015 UWMP and have budgeted for four (4) progress meetings and two (2) workshops.

- Deliverables: Draft and Final UWMP delivered in PDF format.

TASK 3 – PERMITTING (\$190,111)

Task 3.3 – Environmental Management System

Assist the City in the development of an Environmental Management System (EMS). In cooperation with City staff, develop a comprehensive management tool to track, budget and implement periodic tests, manage data, establish calculation methods, assess external resources, manage compliance reports and permit renewals. In concert with City staff, update, augment and/or develop regulatory oversight procedures. Regulatory monitoring and administrative procedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

Task 3.4 – Update Accidental Release Prevention Program for Aqueous Ammonia System

The State of California Accidental Release Prevention (CalARP) Program requires a Risk Management Plan (RMP) be completed and submitted to the County Administration Agency for review. The City completed the RMP initial report in 2003 for the aqueous ammonia systems at Blending Stations No. 1 and 3. Every five years a re-certification of the entire program must be completed and the updated, re-certificated documents transmitted to the County Authorized Agency (AA). Consultant will provide the following services in support of updating the RMP:

- Review existing documents, incorporate updated Process Hazard Analysis (PHA), Offsite Consequence Analysis (OCA) and Prevention Program (PP) elements.
- Prepare 5 binders with updated documents and conduct a review meeting to discuss all elements and requirements within the RMP.
- Conduct a 4-hour PHA review session, including review of recent modifications, Management of Change (MOC) and Incident Investigation elements, equipment and procedural changes and document in the 2015 RMP.

- Review and update the OCA to include new sensitive receptor maps, tables and census track information.
- Review and update existing PP elements including review updates, certification signatures, MOC and II programs, emergency response planning, and operational procedures and mechanical integrity.

➤ Deliverables:

- New Certified RMP- Public and Technical Reports (5 final)
- Technical Process Hazard Analysis (5-yr update)
- Off-site Consequence Analysis (5-yr update)
- Prevention Program element review (5-yr update)
- Hard-copy binder and electronic version

Task 3.5 – Hazardous Materials Assessment and Disaster Plan

Consultant will perform and document a hazards review of the City of Oxnard Water Campus and six Blending Stations for chemical, toxic, and flammable hazards. **Table 1** presents the list of City owned water facilities and the hazardous, flammable, and toxic chemicals that will be included in this hazards review.

Table 1 – Facilities to be Included in the Hazards Review					
City Owned Facility	Hazardous Substance				
	Antiscalant	Aqueous Ammonia	Sodium Hydroxide	Sodium Hypochlorite	Diesel Fuel
City Water Campus and Blending Stations 1 and 6	X	X	X	X	X
Blending Station 2					
Blending Station 3		X		X	X
Blending Station 4					X
Blending Station 5					X

The purpose of the review is to identify potential hazardous interactions among the processes and chemicals that are in use at each of the City's water facilities. The review will include assessment of:

1. Hazards (chemical, toxic, and flammability) posed by the individual chemicals,
2. External factors that can cause a release of containment of individual chemicals,
3. Hazards that can arise from interactions between the chemicals if they are accidentally comingled,
4. Human factors that can produce an accidental release,
5. Management and engineering controls that are in place to prevent the release of toxic, flammable or hazardous materials, and
6. Process hazards that can result from failure of operational and human controls to prevent accidental releases.

The hazard review will be conducted by a Senior Engineer with experience in conducting such hazard reviews. The review will be performed in two sequential daily sessions of approximately 6 hours each. Prior to the hazard review, the Consultant will attend a kickoff meeting with the City followed by a guided site visit to each applicable facility to observe process operations, chemical storage, and prepare for the review. Following the site visit, the Consultant will request copies of facility operating procedures, including chemical or diesel receiving procedures, maintenance procedures, training procedures, documentation of the materials of construction used in process equipment, Safety Data Sheets, Piping and Instrument Diagrams (P&IDs), and process flow diagrams for each process using hazardous, toxic, or flammable chemicals.

The hazard review will be comparable in detail as that for the hazard review conducted under the CalARP program for the aqueous ammonia system, as modified in the 2015 CalARP 5-year update. The results of the CalARP ammonia system review will be incorporated in the hazard review. The difference between this review and CalARP is that only listed chemicals are evaluated and in this case ammonia is the only listed material. Under this task, Consultant will review all major materials listed in Table 1 above and incorporate the ammonia evaluation conducted under CalARP, Task 3.4.

The draft report will be submitted and reviewed with Water Division staff and California Certified Unified Program Agencies (CUPA) representatives, and comments incorporated into the final report.

- Deliverables: Draft and final report for each facility in hard copy and electronic format

TASK 4 – PLANT OPTIMIZATION (\$1,120,723)

Task 4.3 – AMR Replacement

Consultant will assist the City in implementing the AMR Replacement program following approval of Technical Memorandum and subsequent Request for Proposals (RFP) developed in Phase 1. This effort includes support during the RFP period including responding to proposer's requests for information, assistance with the pre-proposal meeting, evaluation of proposals, one (1) proposal review workshop, and final recommendations to be documented in a memorandum submitted to the City. Consultant will coordinate efforts with Master Plan consultant.

- Deliverables: Draft and Final proposal evaluation and recommendation memorandum.

Task 4.6 – Immediate Needs Projects

The City of Oxnard has identified multiple systems, nearing or at failure, which require immediate attention. Consultant will provide procurement documents, bid support and construction phase support. Since immediate needs projects may not be fully defined, approximately 1200 hours are provided for projects as need arise. Scope and fee for each project will be confirmed prior to start of work. Workshops with the City and any potential stakeholders will be conducted for each project on an as-needed basis. Some projects have been identified in Phase I with carryover to Phase II as follows:

- Well Nos. 30, 32, 33 and 34 Electrical Rehabilitation (Bid and Construction Phase Services)
- Sodium Hypochlorite Piping System Replacement (Construction Phase Services)
- Emergency Turn-Out Service and Repairs (Bid and Construction Phase Services)
- Emergency Generator and Automated Transfer Switch (ATS) Service and Repairs (Bid and Construction Phase Services)
- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23)
- Automated Meter at Springville Reservoir – this valve and flowmeter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit
- Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode
- Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational
- Replace Grass Pavers – replace grass pavers at Water Campus with asphalt
- Continuous Analyzer at Blending Station No. 4
- Truck delivery spill containment for Chemical Buildings No. 1 & 2

Technical Memorandum (Draft/Final) will be prepared to define the recommended solution for each immediate needs project as necessary. Following definition of the recommended solution, Design documents will be prepared including cost estimates and shall include at minimum, two submittals (Draft/Final). When deemed necessary by Consultant and City staff, Design documents and cost estimates will be submitted for review at 30, 60, 90 and 100 percent stages.

- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final) and cost estimates.

Task 4.9 – Emergency Water Supply Connection – Ventura

Consultant will assist the City in discussion with the City of Ventura regarding an Emergency Connection with their system. Consultant will review previous reports and meet with the City to discuss scope, estimated costs and benefits to the City. Consultant will also coordinate with the City's Attorney on any implications to imported water supplies. Consultant will prepare a technical memorandum documenting the project concept and the costs and benefits. Consultant will host one (1) workshop with the City of Oxnard, City of Ventura and other stakeholders to review and provide comments on the draft TM. In addition, Consultant will assume up to three (3) progress meetings with stakeholders at the 30%, 60% and 90% TM stages.

- Deliverables: Draft and Final TM

Task 4.13 – Flushing Program

The City has not implemented a flushing program for over 30 years. The lack of a flushing program can result in the buildup of sediment and deposits which can increase pumping costs, reduce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. Using the calibrated hydraulic model provided by the City, Consultant will develop a flushing program. It is assumed that the City will provide GIS data as it pertains to water pipes, valves and hydrants including details from the hydraulic model. The program will include identification of key areas (i.e. areas of long detention time, local quality complaints, low demand areas, etc.), specific details for closed-loop flushing (it is assumed that the City will purchase one or more truck-mounted units from “NO-DES”), estimated labor for each flush, and a phased program for 5-10 years. Additionally, Consultant will prepare a Flushing Plan for the City to submit to the Division of Drinking Water (DDW) for approval of a closed-loop flushing system. The Flushing Plan will address the following requirements from DDW received from the City on February 4, 2015 as follows:

- Operate the unit strictly in accordance with the manufacturer’s SOPs/instructions, using certified operators that have been trained by the manufacturer or thoroughly familiar with the equipment’s SOPs.
- Use a distribution system operation and flushing plan (which includes an emergency response/contingency plan) and an accompanying water quality monitoring plan approved by the DDW district office.
- Develop the operational logs and reporting forms that will compile the operational and water quality monitoring data.
- Submit all monthly logs relating to water quality complaints for DDW review.
- Collect water quality samples from the area that is being flushed as well as upstream and downstream areas before and after a flushing event. These samples include, at a minimum, turbidity, chlorine residuals and coliform samples, other samples recommended include color and odor.
- Submit the above-mentioned (completed) operational logs and reporting forms to the DDW district office at least on a monthly basis.

The Flushing Plan will develop standard operating procedures and an implementation approach and schedule.

This task includes up to three (3) meetings with City staff.

- Deliverables:

- Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The TM will include digitized maps of distribution facilities showing zones to be included in each specific flushing plan utilizing a closed-loop system to mitigate water loss, attached as an Appendix. The Flushing Plan will be developed so that it may be submitted to the Division of Drinking Water (Draft/Final).
- Binder and electronic Version

Task 4.14 – Infrastructure Reviews

As future development occurs in the City, the need for Infrastructure Reviews to determine impacts and resulting improvements are required. These studies allow for appropriate improvements to be identified and the associated cost assigned to the Developer. This process protects both the Developer and City from impacts associated with delivering services that do not meet City standards. Using the calibrated hydraulic model developed by the Master Plan process and provided by the City, Consultant will provide up to two (2) Infrastructure Review protocols, depending on complexity of Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final) developing the Infrastructure review protocols, a sliding scale for developing costs based on the size and complexity of the demand development, analysis and results for water, sewer and recycled water systems.

Task 4.15 – Water Campus Site Grading, Paving and Drainage Conceptual Plan and Design

Evaluate the Water Campus site for permanent and/or permeable paving alternatives. Develop conceptual plans to develop potential stormwater piping modifications to address drainage problems, final parking and access. Consultant anticipates up to 20 drawings, and development of a biddable set of plans and specifications, cost estimate.

- Deliverables: Conceptual Water Campus Site Plan Upgrades (Draft/Final).

Task 4.16 – Valve Exercising Program

The City does not have a valve exercising program. The need for properly maintained valves is critical for isolating the system in the event of a main break, obtaining detailed information regarding valve type, size and location, and identifying/replacing failed valves. Consultant will develop a Technical Memorandum which summarizes past efforts, need for program, cost/benefit analysis and implementation plan. It is assumed that the valve exercising program will be incorporated into the flushing program as a unified program.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

Task 4.17 – Chemical Building III

Chemical Building III was designed around Hydrofluorsilicic acid (HFA) and Zinc Orthophosphate (ZO). It has since been determined HFA is not needed as the City of Oxnard provides a blended water supply within U.S. Department of Health and Human Services Agency recommended optimal levels ranging from 0.7 mg/L to 1.2 mg/L. ZO is a chemical recommended to treat the Reverse Osmosis (RO) permeate which is considered corrosive. ZO would prevent corrosion but since the permeate is mixed with the hard groundwater, it is possible there is plenty of calcium carbonate in the groundwater and thus negating the need to construct, operate and maintain a ZO system. However, there is a portion of piping that may need to be protected that serves RO product water prior to blending. Therefore, Consultant will initially evaluate the need for the ZO system and if confirmed will develop a preliminary layout of facilities and a cost estimate and the project may be finalized under the Immediate Needs project or at a future date. City will provide the equipment, materials and labor for inspection of existing piping. Consultant will develop a Technical Memorandum with the following sections:

- Water Quality Background – Summarize Oxnard water quality, including reports related to source water quality, analysis, and corrosive indices in the RO permeate and groundwater and blended supplies.
 - Target Blending Strategy for agreed upon Goals – Develop metrics for corrosion indices: pH, Calcium Carbonate Precipitation Potential, Aggressive Index, Langliers Saturation Index, water quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining non-aggressive water quality goals with a discussion of historical water quality and water quality goals.
 - Determination of need for ZO – Determine whether ZO is needed for the distribution system water or the RO permeate before blending with the groundwater. System components will be analyzed to determine whether the RO permeate piping up to the point of blending was designed to accommodate aggressive water.
 - Concept Plan – Provide a conceptual analysis for implementing any recommendations. If the ZO system is needed, Consultant will develop a concept plan for the ZO system with a building layout, chemical unloading station, and piping drawings. We anticipate development of up to 30 preliminary drawings, and specifications, cost estimate.
- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

Task 4.19 – Computerized Maintenance Management System (CMMS) Support and System-wide Component Level Condition Assessments

The Oxnard water supply infrastructure is aging with parts of it over 60 years old. The entire system has not been fully cataloged and assessed to determine scheduled maintenance. The Master Plan Consultant has prepared a condition assessment of Oxnard water infrastructure for all assets with a value of \$5,000 and above. This task

combines what was Subtask 4.11 (original contract) with Subtask 4.19 such that the Condition assessment and the CMMS are an integrated effort. Consultant will perform the following tasks:

- Prepare a preliminary technical memorandum (TM) that establishes objectives and criteria for CMMS data collection and condition assessments. The document will establish limits on the condition assessments based on boundaries, function and value. The document shall guide the following work upon notice to proceed from the City. TM will identify one facility for a pilot run to gather feedback and make adjustments accordingly. Piloting will ensure quality control throughout the process.
- Prepare the template for CMMS data collection. 160 hours is assumed for field data collection.
- Review existing data provided by the City for incorporation in CMMS.
- Review and provide quality control of City collected CMMS data.
- Assemble all data in a Microsoft Excel or Access format for incorporation into a future CMMS system. It is assumed that the City will be responsible for migrating the data from Excel or Access to the new CMMS system.

It is assumed the Master Plan Consultant will conduct the Information System (IS) Master Plan effort and will be evaluating different systems for multiple City divisions. Consultant will review the master plan and provide input on software selection for the City-wide CMMS system. It is assumed the City will purchase and implement all CMMS and related software.

Consultant will also conduct a condition assessment in conjunction with the newly collected CMMS data will serve as the basis for a Technical Memorandum with the following sections:

1. *Background*
2. *Summary of System components and any existing condition assessments*
3. *Overview of Risks and identified near term maintenance* – Consultant will develop a list of components that need repairs based on the summary of previous condition assessments and any identified components that may be compromised from visual inspections.
4. *Options for Assessment and Rehabilitation* – Evaluate options for more future detailed condition assessments and rehabilitation. Evaluate alternative condition assessment technologies using both non-invasive and invasive approaches.
5. *Cost and Benefit*
6. *Recommendations* – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

Initial findings will be included in the Master Plan effort (by others). Facilitate execution of oversight and technical review of physical condition assessment.

- **Deliverables:** Provide draft TMs in PDF format. Following review with City staff, develop and submit a final PDF and an electronic copy.

Task 4.20 – Emergency Response Plan Update

Following completion of Task 3.5, the hazard review, the Consultant will provide the City with a draft report documenting the review and recommendations for review and comments. A workshop will be held to present the results of the draft report and to solicit comments on the report, including recommendations. The Consultant will then incorporate responses to one consolidated set of City comments in a final report.

Upon approval of the City of the final report and recommendations, the Consultant will review and modify the emergency response plans for each facility to incorporate changes to respond to the approved recommendations. A draft of each response plan will be provided to the City followed by a meeting with City staff to discuss the recommended modifications to the emergency response plans. The consultant assumes two rounds of revision and City review of the emergency response plans prior to finalization of the plans.

The Consultant will prepare a 2-hour training presentation and present it to applicable City staff on the new/modified operating procedures and emergency response plans. Consultant has included up to 4 training sessions to accommodate City staff schedules.

The consultant will perform a verification review of the six facilities approximately six to nine months after completion of the hazard review and update of the emergency response plans. The purpose of the verification review will be for the Consultant to assess adherence with the approved recommendations in the final report and revised emergency response plans. Consultant will provide minor revisions to the emergency response plans, if necessary, upon completion of the verification review.

➤ Deliverables:

- Draft and final emergency response plan for each facility in electronic format along with two hard copies.
- Draft and final training materials.

Task 4.21 – Water Operations Water Supply Planning Tool

Consultant will provide a Water Operations Water Supply Planning Tool that will allow the City to optimize production costs, make best use of local resources, and maximize revenue generated. This tool will provide the City a method to quickly analyze the finished water concentrations of hardness and total dissolved solids (TDS) for any combination of the different source waters. The tool will be developed in Excel or Access and will allow the Water Operations staff to vary the concentrations in each supply source as it changes and will be useful by allowing staff to determine the allowable blend scenarios or develop strategies for future needs. Consultant anticipates completing the work in two phases (with the potential for a third phase which is not included but could be added in the future if needed as follows:

- **Phase I** – Consultant will prepare a Technical Memorandum (TM) to outline what will be included/not included in the tool. Consultant will conduct one (1) workshop with the City to define the scope of work for the tool with the City. Comments from the workshop will be included in the TM.
- **Phase II** – Consultant will develop the tool based on the TM. To better define the level of effort needed to complete this task, Consultant has assumed the tool will include the following elements:

1. **Existing Facilities:**

- a. Provide process diagram user interface including an overview of the following:

i. Facilities:

1. Blending Stations No. 1, 2, 3, 4, 5 & 6 (includes distribution points)
2. Desalter
3. Disinfection
 - a. Sodium Hypochlorite
 - b. Aqueous Ammonia

ii. Sources:

1. Calleguas Municipal Water District
2. Raw Water Local Wells (Nos. 20, 22, 23, 28, 29, 30, 31)
3. United Water Conservation District
4. Desalter Permeate (Local Well Nos. 32, 33 & 34)

2. **Tool Constraints:**

- a. **Physical:** Identify and include limits that pertain to volumetric flow rates and storage capacity. A user interface will be provided to change these limits in the future.
 - b. **Public Health Goals:** Include limits related to two of Oxnard's Public Health Goals: total dissolved solids (TDS) and hardness.
 - c. **Groundwater:** Identify agreements in place that restrict groundwater pumping. A user interface will be provided to prompt the user for the allotted water rights projected on an annual basis.
 - d. Consultant has assumed that there is currently no supply constraint related to the State Water Project.
3. **Water Quality Interface:** Provide a user interface for input of water quality data for each source to be determined by the City and or its suppliers.
 4. **Production Costs and Revenue:** Provide a user interface for input of unit cost data (\$ per acre foot) for each of the City's sources (to be provided by the City). Provide an additional user interface for input of unit production costs for power and chemicals. Tool will calculate the total cost of developing each source.

5. **Main Interface:** Create simple one-line process diagram interface showing all sources, facilities and distribution points mentioned above and having input for demand and blend ratios. Main interface will have adjustable goals (up to three) such as total dissolved solids (TDS) and hardness. After user provides inputs, main interface will coordinate all inputs, goals and constraints and provide feedback on whether goals are achieved or not possible. Main interface will provide a summary of costs and revenue for every scenario allowing staff to optimize production costs, make best use of local resources, and maximize revenue generated.
6. **Forecasting:** The tool will be able to store a limited amount of data for the purpose of forecasting. The data storage will enable the tool to project monthly, quarterly or yearly water supply strategies.
7. **Report Interface:** Provide an ability to export one report as a PDF showing all input and output parameters.

User interfaces are expected to consist of locked spreadsheets with changeable input variables. Programming will be limited to the logic needed to analyze inputs provided in the user interfaces and check against constraints and goals. Consultant expects the programming effort to not exceed 280 hours. Consultant expects the overall effort to not exceed 352 hours.

Consultant will conduct one (1) review workshop of the tool with Water Division staff. Consultant will collect comments from review workshop and incorporate into final tool.

- **Phase III** (If needed - Future Authorization) – Consultant has assumed that work outlined above will meet the City's expectations and this effort has been budgeted for a streamlined effort and thus cannot accommodate additional features or changes to expectations once development of the tool is underway. Thus, once the development phase is underway, any additional changes or add-ons are outside the level of effort defined in Phase II, and additional functionality that may be, identified by the City would need to be completed in a future phase that is not part of this amendment.

➤ Deliverables: TM, Draft and Final tool.

TASK 5 – ORGANIZATION SUPPORT (\$303,706)

Task 5.1 – Review and Update Health and Safety Procedures

Consultant will provide approximately 485 hours to support the following tasks for Phase 2:

1. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) and establish training schedules (does not include actual training classes).
2. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
3. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).
4. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.
5. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.
6. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

Task 5.2 – Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare O&M manual for Blending Station No. 2, 4 and 5. O&M Manuals will be consistent with preferred City format (AWPF O&M Manual). Blending Station No. 7 O&M Manual will be prepared by design engineer. The O&M Manual will include the following elements:
 - Introduction and Facility Overview

- Record Drawings and Process Flow Schematic
- Process Description
- Safety Features and Emergency Information
- Start-up, Normal Operation and Shutdown Procedures
- Routine and Long-Term Maintenance Procedures
- Troubleshooting
- Manufacturers Service Representatives

- Attend approximately five 2-hour review meetings (includes preparation time).

➤ Deliverables: Draft and Final O&M Manuals for Blending Stations No. 2, 4 and 5.

Task 5.6 – Develop Training Program

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

TASK 6 – SUPPORT (\$47,357)

Task 6.2 – Implementation of Recordkeeping Procedures

Implement the recommendations developed in Task 5.4 of Phase 1 of the recordkeeping procedures. This includes addressing the gap assessment, improving efficiency in managing records, implementing procedures and policies related to digitalizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping. Implement training of procedures, file naming conventions, handling of electronic correspondence. Effort includes 400 hours of support including having two clerical positions on-site to help set-up the file system.

Assist City staff in preparing updates to policies and procedures for record keeping:

- Administration of Program
- Records Retention Schedules
- Transferring Records to Storage
- Filing Principles and Guidelines
- Records Destruction
- Archiving old files

ATTACHMENT NO. 1
PAGE 17 OF 27

Exhibit C1
Schedule of Costs
Oxnard Water Operations
Amendment No. 1, Phase 2 Services

Task	SubTask	SubTask	Description	Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-MNS	Sub-KEH	ODCs	Total
0.0														
	0.3		Program Management	36	0	0	144	0	48					\$ 187,561
			Monthly Progress Reports/Earned Value	\$ 8,454	\$ 0	\$ 0	\$ 20,616	\$ 0	\$ 3,659	\$ 32,729			\$ 2,782	\$ 35,511
	0.4		Project Management and QA/QC Co-ordination	245	0	0	490	0	163					898
				\$ 57,536	\$ 0	\$ 0	\$ 70,153	\$ 0	\$ 12,449	\$ 140,138			\$ 11,912	\$ 152,050
1.0			Plant Operations Coordination											\$ 205,102
	1.1		Project Agency Meetings	48	0	0	96	0	24					168
				\$ 11,272	\$ 0	\$ 0	\$ 13,744	\$ 0	\$ 1,829	\$ 26,846			\$ 2,282	\$ 29,128
	1.2		Management Meetings	72	0	0	120	0	24					216
				\$ 16,908	\$ 0	\$ 0	\$ 17,180	\$ 0	\$ 1,829	\$ 35,918			\$ 3,053	\$ 38,971
	1.3		Management and Support	288	0	0	384	0	48					720
				\$ 67,634	\$ 0	\$ 0	\$ 54,977	\$ 0	\$ 3,659	\$ 126,270			\$ 10,733	\$ 137,003
2.0			Water Resources Management											\$ 647,744
	2.1		Water Conservation Program Support	4	0	0	8	0	2					14
				\$ 939	\$ 0	\$ 0	\$ 1,145	\$ 0	\$ 152	\$ 2,237	\$ 22,475		\$ 3,561	\$ 28,273
	2.2		Water Supply Management	20	0	0	40	0	10					70
				\$ 4,697	\$ 0	\$ 0	\$ 5,727	\$ 0	\$ 762	\$ 11,186	\$ 229,890		\$ 35,434	\$ 276,510
	2.3		Hardness Feasibility Evaluation	16	48	0	100	0	20					184
				\$ 3,757	\$ 9,443	\$ 0	\$ 14,317	\$ 0	\$ 1,524	\$ 29,042			\$ 2,469	\$ 31,511
	2.7		VC Rule	4	0	0	8	0	2					14
				\$ 939	\$ 0	\$ 0	\$ 1,145	\$ 0	\$ 152	\$ 2,237	\$ 42,145		\$ 6,512	\$ 50,894
	2.8		Internship Program Development	80	100	140	160	0	40					520
				\$ 18,787	\$ 19,673	\$ 23,937	\$ 22,907	\$ 0	\$ 3,049	\$ 88,353			\$ 7,510	\$ 95,863
	2.8.1		Utilities & Engineering: Water Division	16	20	28	32	0	8					104
				\$ 3,757	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 610	\$ 17,671			\$ 1,502	\$ 19,173
	2.8.2		Utilities & Engineering: Wastewater Division	16	20	28	32	0	8					104
				\$ 3,757	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 610	\$ 17,671			\$ 1,502	\$ 19,173
	2.8.3		Utilities & Engineering: Environmental Compliance	16	20	28	32	0	8					104
				\$ 3,757	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 610	\$ 17,671			\$ 1,502	\$ 19,173
	2.8.4		Utilities & Engineering: Engineering & Maintenance Division	16	20	28	32	0	8					104
				\$ 3,757	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 610	\$ 17,671			\$ 1,502	\$ 19,173
	2.8.5		Design and Construction Services	16	20	28	32	0	8					104
				\$ 3,757	\$ 3,935	\$ 4,787	\$ 4,581	\$ 0	\$ 610	\$ 17,671			\$ 1,502	\$ 19,173
	2.9		AWPF Exhibit and Outreach Support	74	0	0	148	0	37					259
				\$ 17,378	\$ 0	\$ 0	\$ 21,189	\$ 0	\$ 2,820	\$ 41,387			\$ 3,518	\$ 44,905
	2.10		2015 Urban Water Management Plan	20	0	0	40	0	10					70
				\$ 4,697	\$ 0	\$ 0	\$ 5,727	\$ 0	\$ 762	\$ 11,186	\$ 93,610		\$ 14,992	\$ 119,788
3.0			Permitting											\$ 190,111
	3.3		Environmental Management System	8	24	0	12	0	0					44
				\$ 1,879	\$ 4,722	\$ 0	\$ 1,718	\$ 0	\$ 0	\$ 8,318		\$ 70,080	\$ 11,219	\$ 89,617
	3.4		Update Accidental Release Program for Aqueous Ammonia Sys.	8	16	0	12	0	0					36
				\$ 1,879	\$ 3,148	\$ 0	\$ 1,718	\$ 0	\$ 0	\$ 6,744		\$ 24,605	\$ 4,264	\$ 35,613

Exhibit C1
Schedule of Costs
Oxnard Water Operations
Amendment No.1, Phase 2 Services

Task	SubTask	SubTask	Description	Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-MNS	Sub-KEH	ODCs	Total
3.5			Hazardous Materials Assessment Plan & Disaster Plan	hr \$3,757	160 \$31,477	0	136 \$19,471	24 \$3,263	24 \$1,829	\$59,798			\$5,083	\$64,880
4.0			Plant Optimization											
4.3			AMR Replacement	hr \$3,757	160 \$31,477	0	136 \$19,471	24 \$3,263	24 \$1,829	\$59,798			\$5,083	\$64,880
4.6			Immediate Needs Projects	hr \$3,757	160 \$31,477	0	136 \$19,471	24 \$3,263	24 \$1,829	\$59,798			\$5,083	\$64,880
4.9			Emergency Water Supply Connection - Ventura	hr \$14,090	223 \$23,608	41 \$1,035	\$68,722	\$35,350	\$3,049	\$185,853			\$15,798	\$201,651
4.13			Flushing Program	hr \$5,166	5,410 \$6,583	\$6,299	\$11,964	\$838	\$36,262	\$76,500			\$3,082	\$39,344
4.14			Infrastructure Reviews	hr \$7,515	32 \$0	\$27,357	\$34,361	\$5,438	\$1,829	\$63,172			\$5,370	\$68,542
4.15			Water Campus Site, Grading and Paving Plan	hr \$14,090	15,738 \$27,357	\$34,361	\$8,158	\$3,659	\$103,363	\$128,701			\$8,786	\$112,148
4.16			Valve Exercising Program	hr \$11,272	\$15,738	\$20,518	\$51,541	\$27,192	\$2,439	\$128,701			\$10,940	\$139,640
4.17			Chemical Building Ill	hr \$7,515	\$11,804	\$13,678	\$22,907	\$5,438	\$1,829	\$63,172			\$5,370	\$68,542
4.19			CMMS Support and Condition Assessments	hr \$11,272	\$15,738	\$27,357	\$40,088	\$27,192	\$3,659	\$125,306			\$10,651	\$135,957
4.20			Emergency Response Plan Update	hr \$14,090	\$23,608	\$27,357	\$34,361	\$24,473	\$2,439	\$126,327			\$10,738	\$137,065
4.21			Water Operations Water Supply Planning Tool	hr \$5,636	\$15,738	\$17,098	\$34,361	\$0	\$3,049	\$75,882			\$6,450	\$82,332
5.0			Organization Support	hr \$12,681	\$13,279	\$16,158	\$15,482	\$0	\$2,058	\$59,639			\$5,069	\$64,708
5.1			Review and Update Health and Safety Procedures	hr \$2,818	\$0	\$5,471	\$2,863	\$0	\$457	\$11,610			\$10,187	\$83,132
5.2			Operations and Maintenance (O&M) Manuals	hr \$11,155	\$25,575	\$29,922	\$31,497	\$4,079	\$2,287	\$104,514			\$11,547	\$133,815
5.6			Develop Training Program	hr \$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0	\$0
6.0			Support	hr \$1,879	\$6,295	\$0	\$17,180	\$0	\$18,293	\$43,647			\$3,710	\$47,357
6.2			Implementation of Records Keeping Procedures	hr \$1,879	\$6,295	\$0	\$17,180	\$0	\$18,293	\$43,647			\$3,710	\$47,357
			Total							\$1,815,085	\$388,120	\$260,533	\$250,056	\$2,702,304

EXHIBIT C1
FEE SCHEDULE FOR PROFESSIONAL SERVICES

Engineers, Planners, Architects, Scientists:

Student Assistant	\$ 87.00 per hour
Assistant I	\$ 106.00 per hour
Assistant II	\$ 121.00 per hour
Associate	\$ 143.00 per hour
Senior I	\$ 171.00 per hour
Senior II	\$ 197.00 per hour
Principal	\$ 235.00 per hour
Company Officer	\$ 255.00 per hour
Special Consultant	\$ 199.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 118.00 per hour
Senior Resident Project Representative	\$ 137.00 per hour
Resident Engineer	\$ 168.00 per hour
Construction Services Manager	\$ 221.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 76.00 per hour
Administrative Specialist	\$ 89.00 per hour
Drafter/CADD Technician	\$ 79.00 per hour
Assistant CADD Operator	\$ 92.00 per hour
Designer/CADD Operator	\$ 104.00 per hour
Senior Designer/Design CADD Operator	\$ 121.00 per hour
Design/CADD Supervisor	\$ 136.00 per hour

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%

Fee schedule is subject to change annually.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2015

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Los Angeles.CertRequest@Marsh.Com		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
06510-AECOM-15-16 Camari PL 06 2017		INSURER(S) AFFORDING COVERAGE	
INSURED AECOM Technical Services, Inc. 1220 Avenida Acaso Camarillo, CA 93012		INSURER A: Zurich American Insurance Company NAIC # 16535 A+	
		INSURER B: N/A NAIC # N/A	
		INSURER C: Illinois Union Insurance Co 27960 A++	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

LOS-001602756-11

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 ☐ PRO-JECT ☐ LOC		GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 ""CLAIMS MADE""	10/08/2014	04/01/2016	Per Claim/Agg \$1,000,000 Defense included

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

Re: Water Operations, City of Oxnard, CA. A-7700

City of Oxnard is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Risk Manager
Reference No. A-7700
300 West Third Street, Suite 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
of Marsh Risk & Insurance Services

David Denihan

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
AECOM and Its Subsidiaries
Endorsement Effective Date:
04/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s):
Only those where required by written contract.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1, of Section II -- Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I -- Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

4/16/2015

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

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

PRODUCER Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No.):	
INSURED 1075642 AECOM AECOM Technical Services, Inc. 1220 Avenida Acaso Camarillo CA 93012	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Company of the State of PA	19429
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 13023800 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	X PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Notice of Cancellation applies per attached endorsement. Re: Water operations, City of Oxnard, CA A-7700. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

13023800 City of Oxnard Risk Manager Reference No. A-7700 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM

WC 028328280 - CA
WC 028328281 - FL
WC 028328282 - MA,ND,OH,WA,WI,WY
WC 028328283 - ME
WC 028328284 - AK,AZ,VA
WC 028328285 - IL,KY,NC,NH,UT,VT
WC 028328286 - NJ,PA
WC 028328287 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV

URS Corporation

WC 028328288 - CA
WC 028328289 - FL
WC 028328290 - MA,ND,OH,WA,WI,WY
WC 028328291 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
WC 028328292 - IL,KY,NC,NH,UT,VT
WC 028328293 - NJ,PA
WC 028328294 - AK,AZ,VA
WC 028328295 - ME

ACORD 101

Miscellaneous Attachment: M503712
Master ID: 1075642, Certificate ID: 13023800

ATTACHMENT NO. 1
PAGE 25 OF 27

BLANKET WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement effective: 12:01 AM 1/1/2015 forms a part of Policy WC 028328280
No. WC 028328288

Issued to: AECOM
AECOM Technical Services, Inc.

By: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Attachment Code: D468450
Certificate ID: 13023800

ATTACHMENT NO. 1
PAGE 26 OF 27

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015

forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to **AECOM**
 AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

(b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Marsha Eubanks, Financial and Admin Services Manager Agenda Item No. L-7

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Utilities _____

DATE: April 29, 2015

TO: City Council

FROM: Daniel Rydberg, P.E., Interim Utilities Director
Utilities Department

SUBJECT: Ratify General Information Package Form for Clean Water State Revolving Fund, Water Recycling Funding

RECOMMENDATION

That City Council approve and ratify the City Manager's signature, dated May 4, 2015, on the General Information Package form submitted to the State of California as the initial submittal for potential grant funding under the Clean Water State Revolving Fund, Water Recycling Funding Program.

DISCUSSION

Proposition 1 is a \$7.5 billion general obligation bond measure approved by California voters on November 4, 2014. Proposition 1 will fund investments in water projects and programs as part of a statewide comprehensive water plan for California. The bond funds will be distributed through a competitive grant process overseen by various state agencies, including the Department of Water Resources, the State water Resources Control Board, and the California Water Commission. Water recycling and salt-removal projects are eligible to compete for funding.

It is extremely important to begin a program application for these funds as quickly as possible. Agencies across California will be submitting applications in competition with the City for the funding. The General Information Form does not bind the City, but enables staff to begin working with state staff on technical, financial and environmental packages required as part of a specific project application. All project applications will be presented to City Council for approval prior to submittal to the State Water Resources Control Board. Projects that may be eligible for funding include future recycled water line extensions and other facilities to transmit and store recycled water. Specific projects will be identified upon completion of the Integrated Master Plan.

FINANCIAL IMPACT

There is no financial impact at this time.

Attachment #1 – General Information Package form

Print

Save

GENERAL INFORMATION PACKAGE

I. TYPE OF ASSISTANCE REQUESTED

Amount of Assistance Requested: \$

Proposed Security: ☒ Wastewater revenues and fund ☒ Water revenues and fund ☐ Other:

Project Type(s): ☐ Wastewater ☒ Water Recycling ☐ Estuary ☐ Nonpoint Source

II. APPLICANT INFORMATION

Applicant Name: CITY OF OXNARD

Street Address: 305 West 3rd St City: Oxnard State: CA Zip+4 Code: 93030

Applicant Type: ☒ Public ☐ Indian Tribe ☐ Nonprofit ☐ Other: Specify

Charter City/County: ☐ Yes ☐ No

Mailing Address: 305 West 3rd St City: Oxnard State: CA Zip+4 Code: 93030

Congressional District(s): 23rd

State Senate District(s): 23rd - Sheila Kuehl

State Assembly District(s): 35th - Hannah Beth Kackson

County: Ventura Federal Tax ID No.: 95-6000756

Data Universal Numbering System (DUNS) No.: 055250281

Regional Water Board where the project will take place: ☐ 1 (North Coast) ☐ 2 (San Francisco Bay)
☐ 3 (Central Coast) ☒ 4 (Los Angeles) ☐ 5 (Central Valley) ☐ 6 (Lahontan) ☐ 7 (Colorado River)
☐ 8 (Santa Ana) ☐ 9 (San Diego)

Authorized Representative Name, Title:

Phone No.: ()

Email Address:

Contact Person Name:

Phone No.: ()

Email Address:

Local Counsel Name:

Phone No.: ()

Email Address:

III. PROJECT INFORMATION AND PROPOSED SCHEDULES

Project Description: (Enter a brief description of the project)

The City of Oxnard is continuing on the implementation of their GREAT - Groundwater Recovery Enhancement and Treatment - Program. The GREAT Program is the City's approved long-range and active water supply strategy to combine wastewater recycling, groundwater injection and groundwater desalination to make more efficient use of existing local water resources to meet projected water supply needs of the City. The City's 2030 General Plan was approved and currently an Integrated Water Resources Master Plan is being developed along with a rate study to better define the projects for wastewater, recycled water, water, and stormwater

Project Title: Great Program

NPDES Permit or WDR Order No. (if applicable): CA 0054097

Current Year Estimated Population Served: 200,146

State Use Only

CWSRF Project #	
Project Manager	
Date Received	

Estimated Project Schedule:	Estimated or Actual Date
Complete Construction Application	_____
1) General Information Package	_____
2) Technical Package	_____
3) Environmental Package	_____
4) Financial Security Package	_____
Complete Project Plans and Specifications	_____
Advertise Bids	_____
Issue Notice to Proceed	_____
Complete Construction	_____

Consultation with Other Agencies

Please list other Federal and State agencies that have been involved in this project (e.g. planning, CEQA/NEPA consultation, funding, etc.), their contact information if known, and estimated dates for resolution of any issues.

USBR Title XVI
CDDW
LA RWQCB

Partnering Agencies

Please list all other agencies that have an interest in this project. Provide contact information if known.

Fox Canyon Groundwater Management Agency (FCGMA)
United Water Service Co
Ventura County Watershed Protection District

IV. ESTIMATED PROJECT CAPITAL COSTS AND FUNDING SUMMARY

<u>Cost Classification</u>	<u>Total Project Costs</u>	<u>Other Funding</u>	<u>Requested Financing</u>
A. Facilities Planning (a)	\$ _____	\$ _____	\$ _____
B. Facilities Design (a)	\$ _____	\$ _____	\$ _____
C. Construction Management (a)	\$ _____	\$ _____	\$ _____
D. Value Engineering (a)	\$ _____	\$ _____	\$ _____
E. Administration (a)	\$ _____	\$ _____	\$ _____
F. Facilities Construction Total	\$ _____	\$ _____	\$ _____
G. Contingency	\$ _____	\$ _____	\$ _____
H. Pre-Purchase Material/Equipment	\$ _____	\$ _____	\$ _____
I. Land and Right-of-Way	\$ _____	\$ _____	\$ _____
J. Other Costs	\$ _____	\$ _____	\$ _____

Explain: _____

K. Total Project Costs \$ _____ \$ _____ \$ _____

(a) Soft costs may be provided for planning, design, value engineering, construction management, and administration costs.

Portion of the Total Project Costs that will serve existing facilities and/or existing communities \$ _____

Portion of the Total Project Costs that will serve new development \$ _____

V. TECHNICAL SPONSORSHIP

If the Division were to set up a technical sponsorship program, would you be interested in providing in-kind technical assistance to another CWSRF applicant in exchange for special financing? Note that checking "Yes" in no way obligates you to participate in this potential program or guarantees that this incentive will be available or offered.

☒ Yes ☐ No

If Yes, please indicate the areas where you would be willing to provide assistance:

- ☒ Assistance in completing a funding application
- ☐ Assistance in writing a facilities plan/project report
- ☐ Assistance in developing a Capital Improvement Plan
- ☐ Assistance in conducting a water or energy audit
- ☐ Assistance in building Operations & Maintenance capacity
- ☐ Other: Specify _____

VI. SUSTAINABILITY

A project that supports or incorporates one or more of the following sustainability goals receives one priority point for each area addressed.

Label the requested documents as Attachment G1, G2, G3, etc.

☐

The project supports infill development or results in the reuse or redevelopment of land in an area presently served by transit, streets, water, sewer and other essential services.
G1 – Provide a map highlighting the infill or redevelopment areas.

☐

The applicant maintains a Capital Improvement Plan, an Asset Management Plan, or has performed a full-cost pricing analysis, or the project incorporates climate change adaption.
G2 – Provide copies or links to these plan or analysis.

☐

The project protects environmental or agricultural resources such as farm, range and forest lands; wetlands and wildlife habitats; recreational lands such as parks, trails, and greenbelts; or landscapes with locally unique features or areas identified by the state as deserving special protection.
G3 – Provide a map highlighting the areas that will be protected.

☐

The project is cited in one or more regional environmental management plans.
G4 – Provide copies or links to these plans.

☐

The project incorporates wastewater or storm water/urban runoff recycling, water conservation, energy conservation, low impact development, or reduced use of other vital resources.
G5 – Explain the reason for the energy savings and the expected energy savings.

☐

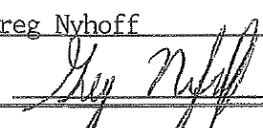
The project uses low-impact treatment for lower lifecycle operating costs through reduced energy, chemical, or other inputs.
G6 – Explain the reason(s) for the reduced operating costs.

CERTIFICATION AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that I am authorized to submit this application; the information provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant; and the entity possesses the legal authority to apply for the financing and enter into a financing agreement with the State Water Resources Control Board and to finance and construct the proposed facilities.

Name of Authorized Representative: Greg Nyhoff

Title: City Manager

Signature of Authorized Representative: 

Date: May 4, 2015

HOW DID YOU HEAR ABOUT THE CWSRF PROGRAM?

- ☐ California Financing Coordinating Committee (CFCC) Funding Fair ☐ Colleague ☐ State Water Board Letter
- ☒ Conference/Trade Show/Workshop (Specify): Ca WaterReuse Conferences ☐ Employer/Employee
- ☒ Consultant ☐ Internet ☐ Publication ☐ Other (Specify): _____



Meeting Date: 05/12/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: David Millican, Consultant DM Agenda Item No. L-8Reviewed By: City Manager DM City Attorney SMF Finance SM Other (Specify) _____

DATE: April 22, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager

SUBJECT: Approval of Limited Delegation of Contracting Authority and Appropriation to Analyze and Implement Recommendations of the City's Consultants**RECOMMENDATION**

That the City Council:

1. Adopt a Resolution approving delegation of purchasing authority to the City Manager for the purpose of implementing the recommendations of the City's consultants: Management Partners Inc. and the Public Law Group (Renne, Sloan, Holtzman, Sakai, LLP)
2. Approve an appropriation of \$500,000 from the General Fund Balance for the professional service costs analyzing issues and implementing recommendations in Fiscal 2014-2015 and Fiscal 2015 - 2016.

DISCUSSION

The City Council approved contracts for organizational assessments to be conducted by Management Partners, Inc. and The Public Law Group to look into concerns regarding administrative irregularities noted by the City Manager as he gained experience with the City organization. Both firms provided high level consulting services to assess policy and management issues in the Human Resources, City Manager's and Finance Departments. The assessments and the work of the consultant advisors in the departments resulted in extensive findings and recommendations in a report presented to the City Council on March 17, 2015. Recommendations ranged from routine improvements to findings that affected the financial viability and operational effectiveness of the entire organization.

The City Council also approved continuing funding for consulting assistance to Human Resources and Finance, increased funding for analysis and project management by its consultants, and expanded the funding for The Public Law Group for labor related legal matters and labor negotiations. In order to supplement that funding, staff recommends supplemental funding required to address the consultants'

findings and recommendations and additional findings identified subsequent to the completion of the reports presented to the Council on March 17, 2015. There is an immediate need for funding for actuarial studies and specialized legal advice, in addition to services relating to assessment district management, fee analysis, complying with new Federal Grant Award Guidance related to indirect cost allocation and internal control, maintenance of development impact fee systems, and internal service fund analysis and pricing.

Because of the significant impacts resulting from the consultants' findings and the need to quickly correct various compliance, budgeting and operational problems where time is of the essence, staff recommends that the City Council delegate authority to the City Manager to contract for professional services promptly rather than requiring Council review and approval in advance. This can save up to a month for high priority items that will help the City comply with the law, provide resources for its budget or limit its liability.

The attached resolution, consistent with the City's purchasing ordinance, delegates authority for contracts up to \$100,000 related to assessment implementation. All contracts approved by the City Manager pursuant to this delegation will be reported to the City Council monthly.

FINANCIAL IMPACT

The recommended appropriation for funding these professional services comes from the General Fund Balance initially. However, costs will be allocated to other funds that are affected by the issue being analyzed consistent with current policies. If those funds require additional appropriations beyond those already established by the City Council to support these allocated costs, staff will request appropriations in connection with the monthly report of contracts.

Because implementing assessment recommendations will affect financial statement disclosures and fund revenues and expenditure levels, the costs will have to be incorporated in the budget estimates and recommended balanced budget presented to the City Council for Fiscal 2015-2016. There is no assurance that recommendations will immediately generate savings, because implementation may require the General Fund to absorb costs that have been allocated to funds that, either due to lack of resources, or legal limitations, can no longer support those costs.

Attachment 1 - Resolution of the City Council of the City of Oxnard Approving Delegation of Purchasing Authority to the City Manager for the Purpose of implementing the recommendations of the City's Consultants; Management Partners Inc. and the Public Law Group (Renne, Sloan, Holtzman, Sakai, LLP)

Attachment 2 - Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING DELEGATION OF PURCHASING AUTHORITY TO THE CITY MANAGER FOR THE PURPOSE OF IMPLEMENTING THE RECOMMENDATIONS OF THE CITY'S CONSULTANTS: MANAGEMENT PARTNERS INC. AND THE PUBLIC LAW GROUP (RENNE, SLOAN, HOLTZMAN, SAKAI, LLP)

WHEREAS, Chapter 4 of the Oxnard City Code sets out the requirements of the City's purchasing process; and

WHEREAS, Section 4-32 of the City Code provides for delegation of authority relating to the purchasing process by passage of a resolution; and

WHEREAS, the City Council of the City of Oxnard expects to make a series of decisions regarding implementation of the recommendations that will require research and legal and financial analysis involving specialized experts and will require augmented temporary staffing levels in City departments to implement recommendations promptly and;

WHEREAS, time is of the essence in protecting the assets and interests of the City and its residents and delegation of expanded authority to the City Manager to contract for personal and professional services will improve the City's ability to act promptly to protect the health, safety and welfare of the Oxnard community.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to delegate the authority to select service providers and execute contracts in amounts up to \$100,000 for the express purpose of analyzing and implementing solutions relating to issues reported to the City Council in the findings of the City's consultants. Such contracts shall be funded from appropriations established consistent with the policies of the City Council except that the City Manager is authorized to transfer appropriations within funds in amounts up to \$100,000 and that both contracts and appropriation transfers approved pursuant to this authority shall be reported to the City Council on the second regular City Council Meeting of each month.

PASSED AND ADOPTED this 28th day of April, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

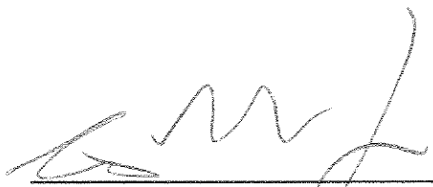
Tim Flynn, Mayor

ATTACHMENT NO. 1
PAGE 1 OF 2

Attest:

Daniel Martinez, City Clerk

Approved as to form:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 2 OF 2

REQUEST FOR BUDGET APPROPRIATION

Department: City Manager
Project/Program _____
Manager: Greg Nyhoff

Date: April 28, 2015
Phone: x8017

Reason for Appropriation:

To fund professional services related to costs analyzing issues and implementation recommendations from General Fund Operating Reserve

Accounts and Descriptions

AMOUNT

Fund: **GENERAL FUND (101)**

Expenditures/Transfers Out

CITY MANAGER (1401)

101-1401-801.82-09 CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT 500,000

Sub-total Expenditures **500,000**

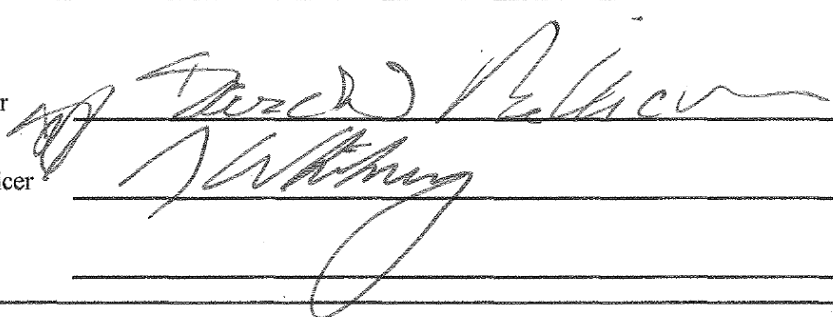
Net Change to Fund Balance **(500,000)**

Approvals

Department Director

Chief Financial Officer

City Manager



ATTACHMENT 2
PAGE 1 OF 1

