

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

December 15, 2015

4:30 P.M. – Closed Session

5:00 P.M. – Study 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 6 for a description of closed session items)

Q. STUDY SESSION – 5:00 P.M.

Finance Department

1. SUBJECT: Status Update on Budget Reduction Goals – Fiscal Year (FY) 2015-16. (001)
RECOMMENDATION: Receive a status update on budget reduction goals for Fiscal Year 2015-16.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

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.

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 Resolution to Donna Angell for 27 Years of Service (009)
2. SUBJECT: A Visitor From the North Pole

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 Clerk Department

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for October 27, and November 3, 2015; and Minutes of the Special Meeting of the Oxnard City Council for October 29, 2015. (011)
RECOMMENDATION: Approve.
 Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (023)
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

3. SUBJECT: Transportation Development Act (TDA) Bicycle/Pedestrian Funds Resolution and Budget Appropriation for \$38,256. (025)

RECOMMENDATION: 1) Adopt a Resolution approving the submittal of a claim to the Ventura County Transportation Commission (VCTC) for allocation of Fiscal Year (FY) 2015/16 TDA Article 3 bicycle/pedestrian funds in the amount of \$38,256 for pedestrian safety beacons at 13 crosswalk locations; and 2) Recognize revenue and appropriate \$38,256 to Project No. 153101 for "Crosswalk Beacons 2015" for the pedestrian safety beacons project.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

4. SUBJECT: Approval of Public Access Easement and Deed Restrictions for that certain real property located at 935 Mandalay Beach Road (APN No. 191-0-051-110). (031)

RECOMMENDATION: Approve Public Access Easement and Deed Restrictions (A-7847) for that certain real property located at 935 Mandalay Beach Road (APN No. 191-0-051-110) pursuant to Section 17-39 of the Oxnard City Code, authorize the Mayor to execute the Public Access Easement and Deed Restrictions, authorize the Mayor to execute the attached Certificate of Acceptance, and authorize City staff to record the Public Access Easement and Deed Restrictions on the behalf of the City.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

General Services Division

5. SUBJECT: Approval of Plans and Specifications for GS16-02 Eastwood Park Improvements Project. (041)

RECOMMENDATION: Approve plans and specifications for Project Specification No. GS16-02 Eastwood Park Improvements for the reconstruction of the burnt out roof of the restroom building at Eastwood Park, lighting improvements at Eastwood Park; replacement of a monument sign at Eastwood Park; and authorize staff to conduct a public bid for this project.

Legislative Body: CC

Contact: Todd Housley

Phone: 385-8069

6. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for GS13-17 Beck Park Playground Equipment Installation. (043)

RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, R.E. Schultz Construction Company (A-7851) in the amount of \$143,500 for Beck Park Playground Equipment Installation Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.

Legislative Body: CC

Contact: Todd Housley

Phone: 385-8069

7. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for Three Parks Improvement Project: Colonia Park (GS11-12), Wilson Park (GS15-16); and Campus Park (GS16-08). (081)

RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, C.S. Legacy Construction Company (A-7852) in the amount of \$588,097 for a Three Parks Improvement Project: Colonia Park (GS11-12); Wilson Park (GS15-16); and Campus Park (GS16-08); and authorize the Purchasing Agent to issue and execute the contract upon receipt of final documents

from C.S. Legacy Construction Company; and 2) Approve a Budget Adjustment transferring \$133,121 from Beck Park Housing & Community Development (HCD) to Wilson Park (GS15-16) in the amount of \$100,733; Campus Park (GS16-08) in the amount of \$29,286; and Colonia Park (GS11-12) in the amount of \$3,102; and a Budget Adjustment transferring \$53,132 in Quimby funds from the Citywide Park Rehab Program to Colonia Park (GS11-12).

Legislative Body: CC

Contact: Todd Housley

Phone: 385-8069

8. SUBJECT: First Amendment to Agreement with Harbor Offshore, Incorporated for On Call Diving and Maintenance Services for Mandalay Waterways of Mandalay Bay, Westport and Seabridge Communities. (163)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Agreement with Harbor Offshore, Incorporated (A-7736) to increase the amount by \$500,000 from an agreement value of \$250,000 to \$750,000 and extend the expiration date from December 15, 2015 to December 16, 2017.

Legislative Body: CC

Contact: Todd Housley

Phone: 385-8069

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Update on the City's Annual Financial Audit. (179)

RECOMMENDATION: Receive an update on the annual financial audit.

Legislative Body: CC

Contact: Joseph Lillio

Phone: 385-7475

Development Services Department

2. **SUBJECT:** Citywide Sidewalk Survey Final Report and Recommendations. (181)

RECOMMENDATION: Adopt a resolution approving the Final Report and adopting the negative declaration for the citywide sidewalk survey and recommendations for improvements to the pedestrian facilities within the public rights of way adjacent to areas built before 1992, consistent with available funding.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

3. SUBJECT: Fourteenth Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101. (299)

RECOMMENDATION: Approve and authorize the City Manager to execute a Fourteenth Amendment to the Agreement with AECOM (A-7235) to increase the amount by \$113,537 from an Agreement value of \$5,142,454 to \$5,255,991 and revise the project scope, schedule, and fees for claims management and project closeout activities, and extend the expiration date from December 31, 2015 to June 30, 2016 for construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

4. SUBJECT: Change Order 124 for Security Paving Co. Inc. to increase the amount by \$281,734.20 (a total of \$36,284,285.38) for Project Specification No. PW03-19 for Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101. (309)

RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 124 for Project Specification No. PW03-19 with Security Paving Co., Inc. (A-7228) to increase the amount by \$281,734.20 (a new total of \$36,284,285.38) for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

General Services Department

5. SUBJECT: First Amendment With Ecology Auto Parts, Incorporated for Supplemental Waste Hauling Transfer Services. (321)

RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment to the Agreement with Ecology Auto Parts, Incorporated (Ecology) (A-7766), to increase the amount by \$150,000 from an agreement value of \$1,950,000 to \$2,100,000 and to extend the expiration date from February 15, 2016 to February 15, 2018, for supplemental waste transfer hauling services.

Legislative Body: CC

Contact: Todd Housley

Phone: 385-8069

Human Resources Department

6. SUBJECT: Adoption of Resolutions (I) Approving Paying and Reporting the Value of Employer Paid Member Contributions to CalPERS for Unrepresented Top Management Employees, (II) To Tax Defer Member-Paid Contributions, and (III) Repealing and Replacing Resolution No. 14,721 Establishing the Salary and Benefits for Unrepresented Employees. (353)

RECOMMENDATION: 1) Adopt a Resolution to approve paying and reporting the value of employer paid member contributions for unrepresented top management employees; 2) Adopt a Resolution to tax defer member paid contributions – IRC 414(h)(2) Employer Pickup for all employees and employee groups; and 3) Adopt a Resolution repealing and replacing Resolution No. 14,721 establishing the salary and benefits for unrepresented employees.

Legislative Body: CC

Contact: Tabin Cosio

Phone: 385-7590

7. SUBJECT: Adoption of Resolution Approving the Paying and Reporting the Value of Employer Paid Member Contributions to CalPERS for City Council Including the Mayor. (407)

RECOMMENDATION: Adopt a Resolution approving the paying and reporting the value of employer paid member contributions for City Council including the Mayor.

Legislative Body: CC

Contact: Tabin Cosio

Phone: 385-7590

Police Department

8. SUBJECT: Federal and State Asset Forfeiture Funds. (413)

RECOMMENDATION: Approve a budget appropriation from fund balance in the amount of \$178,000 for the use of Federal (\$148,000) and State (\$30,000) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases including body-worn cameras (BWC).

Legislative Body: CC

Contact: Jeri Williams

Phone: 385-7624

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

P. PUBLIC COMMENTS ON STUDY SESSION

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.

C. CLOSED SESSION – Continued from Page 1.**1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.**

CC On the advice of the Interim City Attorney, pursuant to Government Code section 94956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case, Claimant: Raul Arias, City of Oxnard Claim No. 2015-0186.

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Potential Litigation. The purpose of the closed session is for the City Council to consider the claim of Raul Arias and to provide direction to the Interim City Attorney.

R. ADJOURNMENT



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: Q-1

DATE: December 15, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: Status Update on Budget Reduction Goals – Fiscal Year (FY) 2015-16

CONTACT: Joseph Lillio, Finance Director
Joseph.lillio@ci.oxnard.ca.us, 385-7475

RECOMMENDATION

That City Council:

- 1) Receive a status update on budget reduction goals for Fiscal Year 2015-2016.

EXECUTIVE SUMMARY

As Council is aware, the current fiscal year (2015-16) budget was a difficult one for staff and City Council. Due to many factors that were highlighted in last spring's Organizational Assessment report and the FY 2015/2016 Budget Message, reductions to the General Fund budget in the amount of \$12.8 million were made (see Table 1 below) which included \$8.8 million in reductions and \$4 million in employee concessions. These reductions were achieved by reducing departmental budgets by \$4.4 million, expecting additional efficiencies of \$600,000, and added back \$400,000 in capital outlay. The net of these items total \$4.6 million. In addition, the City eliminated 47.66 positions which resulted in another \$4.2 million dollars in reductions.

Table 1: General Fund Budget Reductions for FY 15/16

FY 2015-16 General Fund Budget Reductions	
Eliminating Vacant Positions (47.66 positions)	\$4.2 million
Department Budget Reduction	\$4.4 million
Capital Investments Increases	(\$.4million)
Departmental Efficiencies	\$.6 million
Employee Concessions	\$4.0 million
Total Reductions	\$12.8 million

After the budget was adopted the Human Resources Director and the City's negotiators began meeting with labor groups to seek their help in addressing the budget shortfall. Department heads have been working with the City Manager's Office and Finance to identify both the savings planned in the budget and other savings that can contribute to the solution.

While senior managers have agreed to pick up the CalPERS employee share previously paid by the City, amounting to 5% percent of their salary, we have yet to reach agreement with any of the represented employee groups. As a result, we need to revisit the assumption of achieving \$4 million in compensation concessions, especially given almost half the fiscal year has gone by.

I am now recommending the City Council consider a menu of mid-year budget adjustments that will fill what has become a \$4 million gap in this year's budget. However, it is important to note, these suggested budget reductions are simply stopgap measures to get through this fiscal year. As the FY 2016-17 budget development process begins, the \$4 million gap will surface again and I do not want to make these cuts permanent given the service impacts to Oxnard residents.

BACKGROUND

Recap of the FY 2015-16 Budget:

As you may recall, the organizational assessment presented to you in March 2015 documented a myriad of financial management shortcomings that had the City on a course of potential fiscal crisis in the future. The General Fund utilized \$16 million from the Measure O Fund to provide necessary cash flow, given the General Fund had to eliminate various negative fund balances by transferring over \$14 million to the Golf, Performing Arts Center (PACC), Maintenance Assessment District and Development Impact Fee Funds. If it weren't for Measure O, the City would have a negative fund balance.

The City also had to reduce the FY 2015-16 General Fund Budget by \$12.8 to balance the operating budget and live within our means for this fiscal year, something that was not practiced in previous years as budgets depended on fund balances to fund operations. The City achieved the savings by adopting the following:

FY 2015-16
General Fund Budget Reductions

Eliminating Vacant Positions (47.66 positions)	\$4.2 million
Department Budget Reduction	\$4.4 million
Capital Investments Increases	(\$.4million)
Departmental Efficiencies	\$.6 million
Employee Concessions	<u>\$4.0 million</u>
Total Reductions	\$12.8 million

The following general criteria were used when the budget was proposed:

- Focus on core functions
- Minimize service impacts to public
- Look for efficiency savings
- Public Safety is top priority
- Cost savings must be real

One additional factor that played into the recommendations was the reality that Public Safety makes up sixty three percent of your discretionary budget which is made of the General Fund, Public Safety Retirement Fund and the Measure O Fund. As a result, unless you wish to significantly cripple some of the non-safety programs, it will require some reduction in Public Safety programs.

I have used these criteria and themes to formulate my mid-year budget recommendations as well.

Even with our methodical review and strategic cuts, the service level impacts to the community could not be avoided and are real. City Council heard a summary of those impacts in the budget workshops that we held in June.

Proposed Mid-Year Adjustments

In order to develop a menu of options in plugging the \$4 million budget hole, I asked departments to submit five percent in possible cuts that would have the lowest community impact. I also asked Finance to update our revenue figures and identify where revenues are exceeding budget figures. The five percent cuts are summarized below in two tables. The first summary (attachment 1) is the incremental difference between the recommended \$4 million in budget reductions and use of 1x revenue, (second table - attachment 2), versus the total options considered.

A summary of the options not being recommended are below. The detail behind this schedule is attached as Attachment 1.

EXPENDITURE REDUCTION OPTIONS	TOTAL
Departmental Budget Reductions (<i>Includes Layoff and High Service Level Impacts</i>)	\$ 2,705,835
USE OF 1X REVENUE OPTIONS	
Pay down Measure "O" Loan with One-Time Proceeds of Successor Agency Loan Payment approved by Department of Finance	\$ 1,875,688
TOTAL EXPENDITURE REDUCTION & USE OF 1X REVENUE OPTIONS:	\$ 4,581,523

I then applied the same criteria that I used in proposing the original operating budget in order to formulate \$4 million worth of adjustments. The result of this review is directly below.

EXPENDITURE REDUCTION RECOMMENDATIONS	TOTAL
Departmental Budget Reductions (Without layoff & Partial Service Impact)	\$ 1,286,910
Strategic Position Recruitment Freezes for Remainder of Year	\$ 1,012,821
Reduce Transfer to Traffic Safety Fund	\$ 300,000
Top Management Begins paying 5% employee share of PERS (1/2016-6/2016)	\$ 41,000
SUBTOTAL EXPENDITURES:	\$2,640,731
USE OF 1X REVENUE RECOMMENDATIONS	
Anticipated Increases in Transient Occupancy Tax (TOT) Revenue	\$ 400,000
Anticipated Increases from Property Tax Secured	\$ 200,000
Anticipated Increases from Property – Supplemental Tax	\$ 150,000
Anticipated Increases from Deed Transfer Tax	\$ 150,000
Anticipated Increases from Franchise Tax-SC Gas & Edison	\$ 261,500
Anticipated Increases Other Reimbursements (Police Agreements)	\$ 171,769
Anticipated Increases from Snack Bar & Concession Sales	\$ 26,000
SUBTOTAL OF 1X USE OF REVENUE:	\$1,359,269 *
*ANTICIPATED REVENUE INCREASES REPRESENT 1% OF TOTAL ADOPTED REVENUES	
TOTAL EXPENDITURE REDUCTION & USE OF 1X REVENUE:	\$4,000,000

The detail behind this table and the related impacts to services is attached as Attachment 2. Some key impacts on Departmental Budget Reductions and Position Freezes consist of: heavier workload for staff, delayed projects, routine repairs and maintenance further delayed, and delayed responses to citizen requests.

As you can see, I am recognizing almost \$1.3 million in additional revenues that we expect to collect for the year in order to minimize the necessary cuts in services.

However, I have no choice in recommending an additional \$1.3 million in departmental cuts which will have real service reductions, especially when considering this is an addition to: 1) the cuts made in June and 2) the freezing of 27.1 positions (saving \$1 million) in departmental budgets for the balance of this year. Again, I consider these cuts or freezing of positions as a one-time effort to get us to June 30th. As I said earlier, I do not want to make these permanent.

The three factors used by City Managers across the country to describe the capacity to meet the needs of its citizens on a sustainable basis include: cash, budget and service solvency. Cash solvency reflects the obvious; it describes the ability of the City to pay for its obligations when they become due. To avoid cash insolvency in the General Fund the city had to transfer assigned discretionary funds from Measure O in the form of a \$16 million “loan” to be restored over a ten year period. Cash insolvency in other funds was addressed by transferring costs to the General Fund. Staff and consultants are working to reduce or mitigate the impacts of maintaining solvency. These changes are the primary drivers of the Fiscal 15-16 budget reductions and the ongoing structural deficit but other rising costs, especially CalPERS costs also contribute to the problem.

Service solvency is always a difficult factor to reach consensus on given it describes the relative ability of the City to provide adequate services for the Oxnard community. “Adequate” is always in the eye of the beholder, however we are planning to begin that conversation with your Council as part of the next budget process. I think City Council would agree that we are likely service insolvent if we make these stopgap cuts a permanent solution in next year’s budget.

SUMMARY

As I mentioned to you earlier, we have reached a bump in our quest for fiscal sustainability. We are fortunate that the Oxnard economy is rebounding and our improved revenue picture helps the necessary cuts to plug our \$4 million gap in this year’s budget. Council and staff have made huge strides in transforming this organization into a more accountable and financially responsible local government. Yet, much more work is ahead of us and we have to keep our eye on the ball and not waiver from our mutual goal of long-term budget and service solvency.

FINANCIAL IMPACT

There will be no fiscal impact by accepting this report.

ATTACHMENTS

- #1 - Summary—Other Departmental Reduction Options Considered
- #2 - Recommended One-Time Departmental Reductions

Summary Other Departmental Reduction Options Considered

DEPT.	OTHER DEPARTMENTAL REDUCTIONS OPTIONS CONSIDERED	SERVICE LEVEL IMPACTS	TOTAL AMOUNT
City Treasurer	Reduce Bank Charges	Consumers will be impacted with limitation of Credit Cards Charges. This may be offset by imposing Transaction Fees Charges	\$ 60,000
Development Services	Not filling Civil Engineer, Planning Mgr., Admin Secretary I, Admin Secretary I, Code Compliance Officer through June 2016	Reduces development project review time; No next day inspections; Reduce phone and counter services; Increase dependency on consultants;	\$ 357,207
Fire	Brown out of an apparatus Engine & Rescue (Not backfilling for vacation, sick, or injury)	Layoff of 1 captain, 1 Engineer, 3 Firefighters	\$ 500,000
General Services	Not filling Admin Secretary & Park Maint. Supervisor, Construction Proj Coord thru 6/16	Reassignment assignment to existing staff; Projects may be delayed due to workload	\$ 133,902
Library	- Reduce Office Supplies, Memberships, Subscriptions - Reduce Supplies to Process/Repair Library Materials - Reduce/Layoff of LBEs (approximately 6,700 hours)	- Reduce library reference materials & Slower output of processed materials - Layoff & Reduce hours of LBEs which impact re-shelving increase to 3 days, longer wait time at check-out, & Passport Services will be re-aligned	\$ 213,162
Police	- Reduce Supplies, Minor Equipment, Shop & Field, Contracts, Overtime, Uniforms, Fuel, & Misc., Temps/Other - Layoff of 8 PO I & 3 PO II, 1 PO III, 2 Sergeants	- Deferral of needs, contracts, overtime, reduce LBEs hours - Ending 7-day coverage by SEU & Patrol to handled service calls for elementary & middle schools - Reduce Police Officer III by 1 FTE & SEU POIII reassigned - The SRO supervisory duties become a collateral assignment, in addition to patrol officer supervision & duties as range sergeant.	\$ 1,288,388
Recreation	Not filling 1.5 Rec Leader III & Layoff temporary staff	Eliminate positions, layoff LBEs and reassigned workload to existing staff	\$ 153,176
Subtotal:			\$ 2,705,835

Recommended One-Time Departmental Reductions

DEPT.	ONE TIME DEPARTMENTAL REDUCTIONS	SERVICE LEVEL IMPACTS	TOTAL
City Attorney	Not filling City Attorney from July through Feb 2016	Heavier workload & Projects delayed	\$ 176,108
City Treasurer	Reduce Overtime for Animal Safety, Minor Equipment, and Professional Contract	Deferral of needs	\$ 1,356
Development Services	Not filling Civil Engineer, Planning Mgr. through 12/15 & Code Compliance Mgr through 12/15	Heavier workload & Projects delayed	\$ 208,910
Econ. Development	Savings based on allowable administrative cost	Approved per ROPS	\$ 367,600
Fire	Not filling EMS Coordinator through 1/16	Reassignment & delay	\$ 38,604
General Services	- Reduce Supplies Shop & Field - Transfer of Office Assistant II - Not filling Management Analyst III, Admin Sec. and Parks Maint. Supervisor to Jan./Feb. 2016	Deferral of needs, workload delayed & reassign to existing staff	\$ 95,697
Housing	Savings from employee re-distribution	Admin tasks reassigned	\$ 16,868
Non-Departmental	- Reduce contingency - Reduce Transfer to PACC based not filling Event Attend III from August through October	Deferral of needs & heavier workload	\$ 61,817
Police	- Not filling Programmer Analyst, PS Communications Mgr, through Dec. 2015 - Not filling Pub. Safety Dispatcher II through 9/15 50% Redistribution of PD's I.T. Manager - Reduce Background Check, Uniform, Fuel & Misc. and Other	Deferral of Needs, Workload delay & reassign to existing staff	\$ 231,918
Recreation	Not filling Community Services. Mgr. from Nov. to June 2016	Responsibilities re-assigned to Rec Spv.	\$ 88,032
		SUBTOTAL	\$ 1,286,910

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING DONNA ANGELL FOR TWENTY-SEVEN YEARS
OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Donna Angell has given twenty-seven years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Donna Angell began her career with the City of Oxnard as a Maintenance Worker Trainee on September 19, 1988 and was then promoted to Groundswoker I on July 10, 1989, Groundswoker II on August 5, 1990, Senior Groundswoker on February 29, 1992, Meter Reader on June 16, 1993, Senior Meter Reader on October 6, 1997, Code Compliance Inspector I on January 6, 2001, and Code Compliance Inspector II on April 4, 2003; and

WHEREAS, during her career with the City of Oxnard, Donna Angell consistently sought out ways to improve efficiencies, provide training to staff and educate the public on government operations; and

WHEREAS, Donna Angell served as the training coordinator for Code Compliance; was one of only three bicycle trained Code Compliance Inspectors focused on neighborhood compliance; and regularly attended Neighborhood Council meetings so she could interact and educate the residents on the benefits of Code Compliance and working together with Neighborhood Councils.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Donna Angell for twenty-seven years of outstanding service to the City and extend best wishes for success in all her future endeavors.

PASSED AND ADOPTED this 15th day of December, 2015 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk

Stephen M. Fischer, Interim City Attorney

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

October 27, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:34 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

At 5:42 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 5:43 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Danielle Navas, City Treasurer; Joseph Lillio, Chief Financial Officer; Arturo Castillo, Housing Director; Keith Brooks, Interim IT Manager; Ashley Golden, Development Services Manager; Daniel Rydberg, Interim Utilities Director; Susan Duenas, Disaster Preparedness Coordinator; Karl Lawson, Compliance Services Manager and Eden Alomeri, Assistant City Treasurer

E. CEREMONIAL CALENDAR

L. REPORTS

Fire Department

1. SUBJECT: Verbal Report on Evacuation Procedures for the City of Oxnard in the Event of a Major Emergency.

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Disaster Preparedness Coordinator reviewed possible evacuation situations including removing individuals from an evacuation area; having collection (area) points; keeping individuals out of an evacuation area; having evacuation procedures; recovery activities and training/exercise activities

Public comments were received from: Larry Stein; Pat Brown; Philip Molina; Martin Jones and Inez Tuttle.

The City Council commented on: the need for community preparedness; being prepared for any numbers of possible disasters and measureable bench marks.

ACTION: Received information and provided comments.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Jim Earmen (removal of trees); Robert Rexford (Parks Department closure of Oxnard College Park due to electrical savings); Larry Stein (soccer field at Lemonwood School); Firman Brown (energy solar panels); Mel Swan (use of parking lot & library use); Lucy Bernal; Al Velasquez (NRG meeting regarding dismantling power plants and restore beach site); Martin Jones (closed session actions); Aaron Starr (218 ballot process); George Miller; Robert Chatenever (Seabridge maintenance fees); Inez Tuttle; Phil Durante (PAC West Village) and Steve Nash (public noticing of projects).

K. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Maintenance Assessment District Overview. (001)

RECOMMENDATION: Receive a report on proposed solutions and timelines for maintenance assessment districts.

DISCUSSION: The City Manager and Chief Finance Officer commented on the goals of solving funds balances; benefits and services to be provided to individual districts.

Pablo Perez, NBS, reviewed that district(s) were created for infrastructure and services to be provided to the community district(s) including corrective measures; administrative fee(s) and other benefits.

Public comments were received from: Michael Gleason; Julie Miller; Larry Stein; Martin Koplan; Phillip Molina; Nancy Kobashigawa; Lydia Kaplan; Inez Tuttle; Steve Huber; Dan Pinedo; Steve Nash; George Miller; John Lavery; Philip Durante and Daniel Kalbacher.

The Council discussed need to: providing the best service to the community district(s); best use of funds; cost of services; accountability of staff and level of service to be provided.

ACTION: Received report and provided comments to staff.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments provided by: City Clerk (I-1) and Interim Information Manager 2(a).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from: Larry Stein (I-1 & I-3).

I. INFORMATION/CONSENT AGENDA**City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard Housing Authority for June 9, 16 and 23, July 7, 14, 21 and 28, September 1, 15 and 22, and October 6, 13 and 20, 2015. (015)
RECOMMENDATION: Approve.

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (035)
RECOMMENDATION: 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.
3. **SUBJECT:** Second Amendment to Novacoast, Inc. Agreement. (037)
RECOMMENDATION: Removed from agenda.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

J. PUBLIC HEARINGS**K. APPOINTMENT ITEMS****L. REPORTS****Housing Department**

2. **SUBJECT:** Winter Warming Shelter for the Homeless. (051)
RECOMMENDATION: 1) That the City Council direct staff to work with the City of Ventura and the County of Ventura, and local non-profit service provider organizations to organize a Winter Warming Shelter for the Homeless and authorize the City Manager, or designee, to execute any necessary agreements and contracts towards this end; and 2) That the Housing Authority Board of Commissioners approve and authorize the use of \$40,000 of Housing Authority Central Fund reserves to fund the Winter Warming Shelter for the Homeless on a one-time basis.
DISCUSSION: The Housing Director outlined the funding and services to be provided for homelessness services

Public comments received from: Peggy Rivera; Larry Stein; Steve Huber and Susan Brinkmeyer.

The Compliance Services Manager commented on the need for future planning and CDBG funding.

The Council discussed: funding of “winter” shelter; location of “homeless facilities” zoning within City; contract of Peter Brown; “Laura’s Law” regarding homeless/mental health services and future role of the City.

ACTION: Approved as recommended. (MacDonald/Perello). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

HOUSING AUTHORITY

At 10:06 p.m. the joint meeting with the Housing Authority concluded.

City Treasurer Department

3. SUBJECT: Agreement for Utility Bill and Business Tax Form Printing, Inserting and Mailing Services. (055)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute a three year agreement between the City of Oxnard and Infosend, Inc. (7828-15-CT) for \$926,923 for utility bill and business tax form printing, inserting and mailing services; and 2) Approve the Budget Appropriation from Customer Billing Fund 725 fund balance in the amount of \$26,500.

DISCUSSION: The Assistant City Treasurer outlined the printing process, costs, RFP process, changing of vendors and payments systems options.

Public comments received from: Larry Stein and George Miller.

The Council discussed: possible savings, RFP process and billing charges to Utility divisions.

ACTION: Approved as recommended. (MacDonald/Padilla). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

City Manager Department

4. SUBJECT: Presentation of Information Technology Four-Year Master Plan from NexLevel Information Technology, Inc. (089)

RECOMMENDATION: Continue to future meeting.

ACTION: The City Council concurred to continue.

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented on “priority base budget process” meeting to be held Thursday, October 29, 2015. The City Manager, Assistant City Manager (Whitney) and Interim Utilities Director reviewed the “Proposed Utility Rate Increase” process including having a public hearing, review of costs, “time” line schedule and communications with the public.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: City tree removal program; policy regarding reporting of “closed session” actions; graffiti costs within landscape district(s); local coastal Plan update; home buying “inspection” policy (similar to City of Fillmore) and “Proposed Utility Rate Increase” information and process.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:45 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

November 3, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:34 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment received from: Larry Stein.

C. CLOSED SESSION

At 5:37 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2). The purpose of the closed session is for the City Council to consider whether to allow the late claim for damages of Francisco Juarez to be filed (City Clerk Log No. 169; City Attorney Claim No. 2015-0161)

At 6:03 p.m. the City Council reconvened and recessed to the evening session. The Interim City Attorney announced the city Council denied the late claim of Francisco Juarez.

D. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Danielle Navas, City Treasurer; Jeri Williams, Police Chief; Joseph Lillio, Chief Financial Officer; Ashley Golden, Development Services Director; Daniel Rydberg, Interim Utilities Director; Tabin Cosio, Human Resources Director; Keith Brooks, Interim IT Manager; Michael Henderson, General Services Manager and Jason M. Samonte, Traffic Engineer.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Dan Pinedo (Council workshop meeting); Larry Stein (West Village Park water use); Ed Ellis (Ormond Beach); Shirley Godwin (NRG decision); Alex Hamilton (questioned violation of SAFER grant); Woodrow Thomas; George Miller (making 218 ballot information available to public); Steve Nash (water issues) and Inez Tuttle (Wall of Tears).

The following individuals provided comments against the proposed "utility" rate increase: JoAnne Olivares; Aaron Starr; Alicia Perell and Brett Munoz.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Chief Financial Officer (I-2) and Interim City Attorney (I-3).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA**I. INFORMATION/CONSENT AGENDA****City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for September 22, 2015. (001)

RECOMMENDATION: Approve.

Finance Department

2. **SUBJECT:** Second Amendment to Toshiba Business Solution. (007)

RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment with Toshiba Business Solutions (5173-10-FN) for the lease and servicing of photocopiers, extending the term of the agreement to September 2017, in the amount of not to exceed \$77,000 for a total value of \$327,000.

Utilities Department

3. **SUBJECT:** Approve Two Temporary Construction Easement Agreements for the Hueneme Road Widening Improvement Project and Authorize the Mayor to Sign the Agreements. (011)

RECOMMENDATION: Approve and authorize the Mayor to execute two Temporary Construction Easement Agreements with Carl Ellisman and Bertha R. Ellisman as Trustee of the Ellisman Family Trust, Selma Dressler as Trustee of the Harold W. Dressler Trust and Mark L. Goldenson as Trustee of the Mark L. Goldenson Trust (A-7837) in the amount of \$10,450, and A & J Oxnard LLC (A-7838) in the amount of \$3,200 to allow staging for the Hueneme Road Widening Improvements Project (133116).

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Perello)
Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

J. PUBLIC HEARINGS**K. APPOINTMENT ITEMS****L. REPORTS****City Treasurer Department**

1. **SUBJECT:** Quarterly Investment Report for the First Quarter F/Y 2015-2016. (025)

RECOMMENDATION: Accepts the quarterly Investment Report for the First Quarter F/Y 2015-2016.

DISCUSSION: The City Treasurer reviewed the quarterly report, investment of City funds within LAIF (State Local Agency Investment Fund), following LAIF policies and liquidity of investment funds (interest earnings).

The City Manager and Chief Financial Officer commented on fund balances.

Public comment received from: Larry Stein.

The Council discussed: investment inventory, emergency "funding" options and current 18% reserve policy.

ACTION: Approve as recommended (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

Development Services Department

2. SUBJECT: Seventh Amendment to Agreement with Iteris, Inc. (033)

RECOMMENDATION: Approve the Seventh Amendment to Agreement with Iteris, Inc., (5217-10-DS) to increase the amount by \$134,720 for a total of \$2,943,078. This amendment is for design services to connect the Water Division's Supervisory Control and Data Acquisition (SCADA) system to the City's fiber optic backbone as part of the Intelligent Transportation System (ITS) Master Plan project.

DISCUSSION: The Traffic Engineer outlined the use of the fiber optic system, design of plans and optional uses.

The Development Services Director and Interim Utilities Director commented on possible uses of the fiber optic backbone.

Public comments were received from: George Miller and Roy Prince.

The City Council discussed future options (master plan) and use of other departments.

ACTION: Approved as recommended. (MacDonald/Padilla). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

At 7:42 p.m., Councilman MacDonald left the meeting due to possible conflict of interest.

General Services Division

3. SUBJECT: GS16-07- Campus Park Dog Park Fence Improvements. (039)

RECOMMENDATION: Approve plans and specifications for Project Specification No. GS16-07 Campus Park Dog Park Fence Improvements and demolition of the abandoned electrical building; authorize staff to conduct a public bid for this project; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.

DISCUSSION: The General Services Manager provided proposed plans of the dog park and possible removal of block building. Paul Jordan reviewed park designs including ADA requirements and park improvements.

Public comments were received from: Gloria Pastel; Greg Runyon; George Miller; Pat Brown and Roy Prince.

The City Council discussed: improvement of park; fence options and proposed design.

ACTION: Approved as recommended. (Padilla/Ramirez). Ayes: Perello, Flynn, Ramirez and Padilla. Absent: MacDonald.

M. REPORT OF CITY MANAGER

The City Manager stated a "Budget" update would be presented to the City Council soon.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: Oxnard College Park lights and water use; recent Public Utility Commission decision; upcoming Transportation Policy meeting (regarding Oxnard Boulevard); report of recycling center (equipment); community communication regarding 218 "utility rate" ballot, and truck traffic on Oxnard Boulevard.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comment received from: Eileen Tracy (grants record keeping).

R. ADJOURNMENT

At 9:05 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Special Meeting
City Library, Room B
October 29, 2015

A. ROLL CALL/POSTING OF AGENDA

At 3:12 p.m., the special meeting of the Oxnard City Council convened in the Oxnard City Library, Room B. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Wednesday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Danielle Navas, City Treasurer; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; Joseph Lillio, Chief Financial Officer; Arturo Castillo, Housing Director; Ashley Golden, Development Services Director; Daniel Rydberg, Interim Utilities Director; Kymberly Horner, Economic Development Director; Terrel Harrison, PAL Director; Keith Brooks, Interim IT Manager; Todd Housley, Environmental Resources Manager; Chelsea Reynolds, PACC Manager and Jan Perkins, Management Partners (facilitator).

B. PUBLIC COMMENTS

Public comments received from: Deborah Devries (supporting Cultural Arts); Steve Huber (green policy); Kay Brainard (senior services); Peggy Rivera (homelessness services); Len Shulman (neighborhood services); Roger Poirier (Parks master plan); Gloria Postel (recreational services); Jim Lavery (municipal budget); Travis Kelly (community outreach); Larry Stein and Deirdre Franks (use of Measure "O" funds).

C. SUBJECT: City Council and Executive Team Priority Setting Workshop

RECOMMENDATION: That City Council conduct a workshop to establish City Council priorities. This workshop will include: a) Opening Comments; b) Review Agenda for the Day; c) Review Key Accomplishments; d) Set Priorities and e) Discuss Next Steps

DISCUSSION: The Facilitator and City Manager reviewed the goals and objections of setting priorities. The Council and administrative staff discussed several issues in small groups including "successful" accomplishments and setting community priorities.

The Council discussed several issues including: customer (community) service; use of technology; staff serving the public community; economic development (linked to community "educational" goals); public safety; being "open" to opportunities; youth issues and receiving community input.

RECESS

At 6:09 p.m., the City Council recessed and at 6:24 p.m., the City Council reconvened.

The City Council selected priorities to focus on: 1) Continue focus on improving staff accountable and problem solving; 2) Implement 128 recommendations from organization assessment; 3) Budget and financial management improvements; 4) Quality of life (rental inspection program & examine long-term sustainability of public safety services); and 5) Complete “utility” master plan and long-term capital replacement of utility infrastructure.

D. ADJOURNMENT

At 6:52 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-2

DATE: December 15, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

A handwritten signature in dark ink, appearing to be "GN" or similar initials, written over the printed name of Greg Nyhoff.

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
greg.nyhoff@ci.oxnard.ca.us, 385-7430

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.

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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 12/15/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	Development Services Ashley Golden	Pollinate - Karen Kraus Agreement No. 6966-14-CM	Ormond Beach Coordinator Services Consultant has served as the Ormond Beach Coordinator since December, 2014 for the Ormond Beach restoration project, a plan to permanently protect and restore up to 1000 acres of coastal wetlands along the south Oxnard coast. Consultant also coordinates goals and activities within the City and among Ormond Beach stakeholders and partners, assists with the development of an Ormond Beach working plan, and works with staff to analyze issues and implement recommendations to resolve those issues. This amendment will extend the contract for 2 years to allow Consultant to continue these services and add the task of assisting with the Local Coastal Plan update as related to Ormond Beach, including but not limited to policy development, ensuring consistence with the State Coastal Conservancy restoration plan, and public outreach. Consultant was selected as a sole source due to her unique experience, including extensive legal and planning expertise and comprehensive background in wetland restoration issues, endangered species protection, coastal public access, and the California Environmental Quality Act.	\$50,000
		385-7882	Amendment 3	Total Contract Amount: \$99,500 FundingSource: General Fund	Current FY Amount: \$25,000
B	Amendment	Human Resources Tabin Cosio	William Avery & Associates, Inc. Agreement No. 6947-14-HR	Executive Recruitment Services Third Amendment to Consulting Services in the amount of \$42,000 for executive recruitment services for positions of City Attorney, Public Works Director and Fire Chief. A Request for Proposal was issued in October, 2014 to solicit proposals for executive recruiting services. The City received a total of 6 proposals. William Avery & Associates, Inc. was selected as the firm providing the best proposals at the lowest total cost. City staff has been satisfied with the services provided by this vendor. This amendment will allow for the completion of these recruitments. This is expected to be the final amendment to this agreement.	\$42,000
		385-7947	Amendment 3	Total Contract Amount: \$180,675 FundingSource: General Fund	Current FY Amount: \$42,000

ATTACHMENT 1
PAGE 1 OF 1



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-3

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Transportation Development Act (TDA) Article 3 Bicycle/Pedestrian Funds
Resolution and Budget Appropriation for \$38,256

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council:

1. Adopt a resolution approving the submittal of a claim to the Ventura County Transportation Commission (VCTC) for allocation of Fiscal Year (FY) 2015/16 TDA Article 3 bicycle/pedestrian funds in the amount of \$38,256 for pedestrian safety beacons at 13 crosswalk locations.
2. Recognize revenue and appropriate \$38,256 to Project No. 153101 for "Crosswalk Beacons 2015" for the pedestrian safety beacons project.

BACKGROUND

The State Legislature adopted the Transportation Development Act in 1972, primarily for transit services. Another component of TDA funding is the Article 3 Bicycle/Pedestrian funding, which is administered through the VCTC. In March 2015, the County of Ventura and Moorpark, Ojai, Oxnard, Simi Valley, and Thousand Oaks applied to VCTC for funds for the annual competition for bicycle and pedestrian projects eligible for TDA funding under Article 3. At their May 1, 2015 Commission meeting VCTC awarded \$162,640 to the City for the project to install crosswalk safety beacons at 13 intersections throughout the City. The City Council had previously received a list of crosswalk locations for safety beacons on July 14, 2014 when it approved the budget for the crosswalk beacons project.

VCTC subsequently reduced the Article 3 funding to \$38,256 to account for the grant money VCTC had previously awarded to Oxnard for a Congestion Mitigation Air Quality Improvement (CMAQ) grant for the same project. The VCTC TDA Article 3 grant funds will be used as the required 11.47 percent match to the CMAQ grant for a total project estimated cost of \$333,530. The claim to VCTC is needed to obtain the funds from VCTC ahead of the project expenditures, and the budget appropriation recognizes the funding in the capital improvement project budget.

FINANCIAL IMPACT

Approval of the recommendations will provide for the funding allocations to meet FY 2015/16 commitments. The project will use federal and state grant funds only. There is no impact to the general fund.

ATTACHMENTS

1. City Council Resolution
2. Budget Appropriation
3. Locations of Pedestrian Safety Crosswalk Beacons

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUBMITTAL OF A CLAIM WITH THE VENTURA COUNTY TRANSPORTATION COMMISSION FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR BICYCLE AND/OR PEDESTRIAN ARTICLE 3 PURPOSES FOR FISCAL YEAR 2015/16

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code (PUC) section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund (LTF) and State Transit Assistance Fund for use by eligible claimants for various transportation purposes; and

WHEREAS, the Transportation Development Act was specifically amended in 1973 to include funding under PUC Code Section 99234 for planning of and/or projects for the exclusive use by bicyclists and/or pedestrians; and,

WHEREAS, pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations hereunder (Cal. Code of Regulations Sections 6600 et seq.), a prospective claimant wishing to receive an allocation from the LTF shall file its claim with the Ventura County Transportation Commission (VCTC).

NOW, THEREFORE, the City Council of the City of Oxnard resolves:
The Development Services Director is authorized to execute and file an appropriate claim pursuant to the applicable rules and regulations promulgated hereunder, together with all necessary supporting documents, with the VCTC for an allocation of LTF funds in FY 2015/2016.

BE IT FURTHER RESOLVED that the authorized claim includes \$38,256 in bicycle/pedestrian funding for Article 3 for pedestrian purposes for citywide pedestrian safety beacons.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the VCTC.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1
PAGE 1 OF 2

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 2 OF 2

REQUEST FOR BUDGET APPROPRIATION - FY 15-16

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: December 15, 2015
Phone: 385-7871

Reason for Appropriation:

To appropriate TDA Article 3 funding and allocate budget for the Crosswalk Beacon Project.

Accounts and Descriptions

AMOUNT

Fund: 214 - TDA/LTF3-BI/PED FND-99234

Crosswalk Beacon (Project 153101)

214-XXXX-826-8209	Services - Other Prof/Contract	2,056
214-XXXX-826-8451	Services from other programs	1,000
214-XXXX-826-8604	Improvements Not Bldg-New	35,200
	Sub-total Expenditures	<u>38,256</u>
	Net Change to Fund Balance	<u>(38,256)</u>
	Net Appropriation Change	<u>38,256</u>

Approvals

Department Director

Chief Financial Officer

City Manager

BA DOC.# (Finance) _____
Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

Attachment 2
Page 1 of 1

Crosswalk Pedestrian Safety Beacon Locations for Phase II

CONSOLIDATED LIST FOR PHASE II PEDESTRIAN SAFETY BEACONS

1. South J Street at the Alley south of West Cedar Street (McKinna Elementary)
2. North H Street & Glenwood Drive (Fremont Middle School)
3. North H Street & Alley north of Devonshire Drive (Fremont Middle School)
4. Seventh Street & Meta Street
5. North C Street & Devonshire Drive
6. South C Street & West Guava Street
7. Hill Street & McLoughlin Avenue
8. West Hemlock Street & McLoughlin Avenue
9. Second Street and South B Street
10. South Harbor Blvd. and West Channel Islands Blvd.
11. Teakwood Street & Napa Street
12. Teakwood Street & South N Street
13. East Dollie Street & Petit Drive



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-4

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Approval of Public Access Easement and Deed Restrictions (Agreement No. A-7847) for that certain real property located at 935 Mandalay Beach Road (APN No. 191-0-051-110).

CONTACT: James Combs, Assistant Planner
james.combs@ci.oxnard.ca.us, 385-7952

RECOMMENDATION

That City Council approve Public Access Easement and Deed Restrictions (Agreement No. A-7847) for certain real property located at 935 Mandalay Beach Road (APN No. 191-0-051-110) pursuant to Section 17-39 of the Oxnard City Code, authorize the Mayor to execute the Public Access Easement and Deed Restrictions, authorize the Mayor to execute the attached Certificate of Acceptance, and authorize City staff to record the Public Access Easement and Deed Restrictions on the behalf of the City.

BACKGROUND

The Oxnard Shores Settlement Agreement for Tract 4380 (the "Settlement Agreement") approved in 1988, established the seaward property lines for the parcels included in the settlement. As part of the Settlement Agreement property owners dedicated the land between the seaward boundaries of their property and the mean high tide line for public recreational uses. The existing single-family residence at 935 Mandalay Beach Road was constructed in 1971, prior to the approval of the Settlement Agreement and the Local Coastal Plan and was therefore not subject to these requirements until the property owners pursued a coastal development permit.

On November 6, 2014, the Planning Commission approved Planning and Zoning Permit No. 13-400-04 (Coastal Development Permit) with Resolution No. 2014-18 for the demolition of the existing house

and the development of a 7,199 square-foot single-family beachfront residence and attached, two-car garage. The approval of a new residence required that a public access easement be dedicated to the City of Oxnard over the land west of the most westerly structural member of the Property in a manner similar to the requirements of the Settlement Agreement. This requirement is consistent with Local Coastal Plan Policy No. 72 which reads; "Public access to and along the shoreline...shall be required as a condition of permit approval for all new developments between the shoreline and the first public roadway inland from the shore..." Such a dedication has been required for the development of all new residences approved on lots not party to the Settlement Agreement.

FINANCIAL IMPACT

The Easement only authorizes public access. The City is not assuming responsibility to maintain or improve the affected property and therefore no financial impact is anticipated.

ATTACHMENT

Attachment #1 – Agreement No. A-7847 (With Attachments)

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

CITY OF OXNARD
305 W. Third Street
Oxnard, California 93030
Attention: City Clerk

APN: 191-0-051-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PURSUANT TO GOV.
CODE §§ 6103 and 27383

Agreement No: A-7847

PUBLIC ACCESS EASEMENT DEED AND RESTRICTIONS

THIS PUBLIC ACCESS EASEMENT DEED AND RESTRICTIONS ("**Easement Deed**") is made as of October 12, 2015 by Tony Garcia, III & Mary Jane Garcia, As Trustees Under the Tony Garcia, III and Mary Jane Garcia Living Trust Dated May 1, 2009 ("**Grantor**") in favor of the CITY OF OXNARD, a California municipal corporation ("**City**"). City and Grantor are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

RECITALS

A. WHEREAS, Grantor owns that certain real property (the "**Property**") known as Assessor's Parcel No. 191-0-051-110, as more particularly described in and depicted on Exhibit A, attached hereto and incorporated herein by this reference; and

B. WHEREAS, all of the Property is located within the coastal zone, as that term is defined in section 30103 of Division 20 of the California Public Resources Code (hereafter referred to as the "**California Coastal Act of 1976**"); and

C. WHEREAS, the California Coastal Act of 1976 (the "**Act**") requires that any development that the City approves in the coastal zone be consistent with the policies of the Act set forth in Chapter 3 of the California Public Resources Code; and

D. WHEREAS, pursuant to the Act, Grantor applied to the City for a permit to undertake development as defined in the Act on the Property; and

E. WHEREAS, pursuant to the policies of sections 30210 through 30212 of the Public Resources Code and the Oxnard Coastal Land Use Plan and the requirements of section 17-39 of the Oxnard Coastal Zoning Ordinance, public access to the shoreline and along the coast is to be maximized and shall be provided in all new development projects located between the public road and the shoreline; and

F. WHEREAS, the Property is a parcel located between the first public road and the shoreline; and

G. WHEREAS, on November 6, 2014, the Planning Commission of the City of Oxnard granted Planning and Zoning Permit No. 13-400-04 (the "**Coastal Development Permit**") in accordance

Attachment 1
Page 1 of 7

with staff recommendations and findings, subject to the condition that Grantor execute and deliver to the City Attorney an easement deed, in a form satisfactory to the City Attorney, unconditionally granting to the City of Oxnard an easement over the land west of the most westerly structural member of the Property for public lateral and recreational purposes; and

H. WHEREAS, Grantor has elected to comply with the condition set forth above and execute this Easement Deed to enable Grantor to undertake the development authorized by the Coastal Development Permit; and

I. WHEREAS, it is intended that this Easement Deed is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, section 8 of the California Constitution and that said Easement Deed shall thereby qualify as an enforceable restriction under the provision of California Revenue and Taxation Code, section 402.1.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants City for the benefit of the public an irrevocable and perpetual easement over, under, on and across that portion of the Property described and depicted in Exhibit B (the "Easement Area"), which is attached hereto and incorporated herein by this reference, for the purpose of allowing public pedestrian access and passive recreational use along the shoreline (the "Easement").
2. Term. This Easement Deed shall continue in full force and effect from the date of its recordation in perpetuity, unless this Easement Deed is amended, modified or terminated by an agreement executed, acknowledged and recorded by Grantor and City.
3. Declaration of Restrictions. Grantor shall not interfere with the public's use of the Easement nor take any action inconsistent with such use, including, without limitation, constructing or improving the Property within the Easement Area in a manner inconsistent with the public's use or enjoyment thereof. Grantor shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property not inconsistent with the Easement.
4. Remedies. Any act, conveyance, contract, or authorization by Grantor, whether written or oral, which uses or would cause to be used or would permit use of the Easement Area contrary to the terms of this Easement Deed will be deemed a violation and a breach hereof. Grantor, City, and any successors and assigns of each, may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Easement Deed and their respective interest in the Property. The prevailing party in any action shall be entitled to its reasonable attorney's fees and costs including fees and costs of appeal. In the event of breach, any forbearance on the part of any such party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.
5. Transferability. City may transfer this Easement Deed and all rights hereunder without the prior consent of Grantor; provided, however, City may only transfer or assign its interest under this Easement Deed to the Federal Government of the United States, State of California, any local agency, or non-profit organization qualified under the laws of the State of California to hold such easements.

Attachment 1

Page 2 of 7

6. Successors and Assigns. The terms, covenants, conditions, obligations and reservations contained in this Easement Deed shall be binding upon and inure to the benefit of Grantor, City, and the successors and assigns of each, whether voluntary or involuntary.
7. Taxes and Assessments. Grantor agrees to pay or cause to be paid all real property taxes and assessments levied or assessed against the Property. Furthermore, the Easement and restrictions shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.
8. Representations. Grantor makes no representation herein as to the fitness of the Easement Area for the use intended by City.
9. Construction of Validity. If any provision of this Easement Deed is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.
10. Run with the Land. This Easement Deed and the Easement granted herein shall run with the land and will bind all future owners of any interest in the Easement Area.
11. Authority. Grantor warrants and declares that it is the sole owner of the Property and that it is authorized to grant this Easement.
12. Entire Agreement. This Easement Deed covers all agreements between the parties and no representation or statements, verbal or written, have been made which modify, add to, or change the terms of this Easement Deed.

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

GRANTOR:

**Tony Garcia, III and Mary Jane Garcia, as Trustees
Under the Tony Garcia, III and Mary Jane Garcia
Living Trust Dated May 1, 2009**

By: Tony Garcia III, Trustee
Tony Garcia, III, Trustee
By: Mary Jane Garcia, Trustee
Mary Jane Garcia, Trustee

CITY:

CITY OF OXNARD, a California municipal corporation

By: _____
Tim Flynn, Mayor

Attachment 1
Page 3 of 7

ACKNOWLEDGMENT

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

State of California

County of Los Angeles)

On Nov 10, 2015, before me, Lupe Salguero, Notary Public (here insert name and title of the officer), personally appeared Tony Garcia and Mary Garcia 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.

Lupe Salguero
Signature of Notary



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 _____)

On _____, 20____, before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary

Attachment 1
Page 4 of 7

EXHIBIT A
LEGAL DESCRIPTION
PROPOSED EASEMENT

That portion of Lot 31, Block 143 of Mandalay Unit No. 1, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 13, Page 58 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, lying westerly of the following described line,

Beginning at the southeast corner of said Lot 31 thence along the south line of said lot South 65°13'04" West 145.50 feet to the True Point of Beginning; thence,

1) North 24°46'56" West 35.00 feet to a point in the north line of said Lot 31.

APN 191-0-051-110

Prepared on November 4, 2015 by:



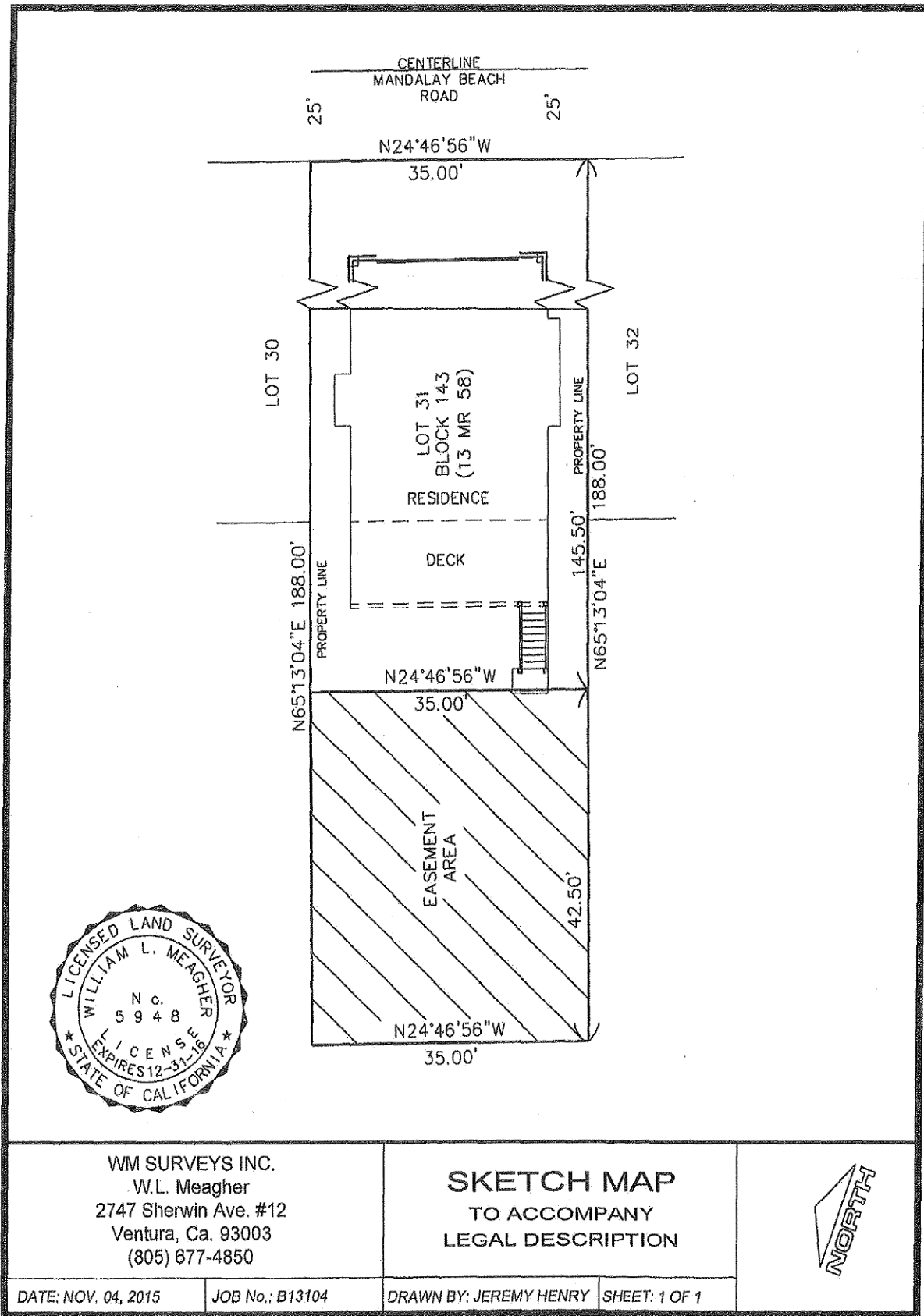
William L. Meagher

LS 5948 (Expires 12/16)



Attachment 1
Page 5 of 7

EXHIBIT B



Attachment 1
 Page 6 of 7

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by the PUBLIC ACCESS EASEMENT DEED AND RESTRICTIONS dated November 4, 2015 from Tony Garcia, III & Mary Jane Garcia, as Trustees Under the Tony Garcia, III and Mary Jane Garcia Living Trust Dated May 1, 2009 to the City of Oxnard, a California municipal corporation and governmental agency is hereby accepted, and pursuant to City Council Resolution No. 1939, recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

DATED: _____

CITY OF OXNARD, a California municipal corporation

By: _____
Tim Flynn, Mayor

Attachment _____
Page 7 of 7



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-5

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Todd Vasquez-Housley
Interim Deputy Public Works Director

SUBJECT: Approval of Plans and Specifications for GS16-02 Eastwood Park Improvements Project

CONTACT: Michael Henderson, General Services Manager
Michael.henderson@ci.oxnard.ca.us, 385-7950

RECOMMENDATION

That City Council approve plans and specifications for Project Specification No. GS16-02 Eastwood Park Improvements for the reconstruction of the burnt out roof of the restroom building at Eastwood Park; lighting improvements at Eastwood Park; replacement of a monument sign at Eastwood Park; and authorize staff to conduct a public bid for this project.

DISCUSSION

On July 9, 2015, the restroom building at Eastwood Park was vandalized and set on fire. The vandalism and fire affected the structural integrity of the roof of the restroom and as a precaution, the City closed the restroom building. It has remained closed pending this project approval. In order to increase security and to minimize the opportunity for future vandalism, the City will be adding lighting to Eastwood Park as part of this project proposal. Finally, the current Eastwood Park sign is not up to current City Parks standards. This proposed project will also involve the replacement of the existing Eastwood Park sign with a new sign that meets the new City Parks standard.

Note: Copy of Project Specification No. GS16-02 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, December 7th.

FINANCIAL IMPACT

Sufficient funds exist in the Quimby Reserve Fund--Project 135715—to cover the project upon Council approval.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-6

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Todd Vasquez-Housley
Interim Deputy Public Works Director

SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7851) for GS13-17 Beck Park Playground Equipment Installation

CONTACT: Michael Henderson, General Services Manager
Michael.henderson@ci.oxnard.ca.us, 385-7950

RECOMMENDATION

That City Council award contract A-7851 to the lowest responsible and responsive bidder, R.E. Schultz Construction Company in the amount of \$143,500 for Beck Park Playground Equipment Installation Project, and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.

BACKGROUND

On October 13, 2015 City Council approved project plans and specifications and to conduct a public bid for the Beck Park Playground Equipment Installation Project. Plans and specifications were advertised in the Ventura County Star and Vida local newspapers and through the on-line "plan rooms" to solicit bids. The public bid process started October 19, 2015 and closed with a public bid opening on November 18, 2015. The General Services Department received five bids. The lowest, qualified bid of \$143,500 was received from R.E. Schultz. The bid received from R.E. Schultz Construction Company has been found to be a responsible and responsive bid. Competing bids were as follows: \$181,740 from KTB Construction; \$226,200 from Agphapy Group, Inc.; \$243,655 from Community Playground, Inc.; and \$416,000 from CWS Systems.

General Services Department staff and the Contract Compliance Review Committee have agreed with the award of this contract following receipt of all supporting documentation including: license and registration with State DIR per SB854; Occupational Safety & Health Administration (OSHA) standards for playground equipment and contractor safety; records for debarment; and all other labor compliance issues.

FINANCIAL IMPACT

Funding for work under this contract will be from Housing & Community Development (HCD) Grant Parks Improvement funds previously appropriated and approved by Council in Project 155703, Beck Park HCD Improvements.

ATTACHMENTS

- Attachment #1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – R. E. Schultz Construction
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid

GS13-17-Beck Park Playground Installation														
Owner: City of Oxnard														
Bid Opening: 11/18/15				* marks an allowance		RE Schultz Construction		KTB CONSTRUCTION		Aghapy Group Inc		Community Playground, Inc.		CWS Systems
						2914 E Katella Ave Suite 102		7004 HEBRIDES CIRCLE		10900 Hartland St		200 Commercial Street		3814 e Colorado Blvd
						Orange, CA 92867		WEST HILLS, CA 91307		Bakersfield, CA 93312		Vallejo, CA 94589		STE 102
						US		US		US		US		Pasadena, CA 91107
						Bidder Status: Valid		Bidder Status: Valid		Bidder Status: Valid		Bidder Status: Valid		US
						Comment: Apparent Low								Bidder Status: Valid
GS13-17 Beck Park Playground						#1		#2		#3		#4		#5
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	0	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00	\$28,300.00	\$28,300.00	\$0.00	\$0.00	\$7,144.00	\$7,144.00	\$25,000.00	\$25,000.00
2	0	SITE DEMO WORK-REMOVAL AND DISPOSAL OF ALL OLD EQUIPMENT, GROUND COVER AND COMPLETE SITE PREP -CITY MAY SALVAGE ANY USEABLE PARTS	1	LS	\$11,500.00	\$11,500.00	\$25,800.00	\$25,800.00	\$85,400.00	\$85,400.00	\$34,711.00	\$34,711.00	\$89,000.00	\$89,000.00
3	0	PREP AND COMPACTION OF BASE, INSTALLATION OF CONCRETE PAD WITH DRAINAGE SYSTEM INCLUDING PIPING AND SUMP PIT -COMPLETE	1	LS	\$68,500.00	\$68,500.00	\$43,400.00	\$43,400.00	\$45,200.00	\$45,200.00	\$103,502.00	\$103,502.00	\$128,000.00	\$128,000.00
4	0	INSTALLATION OF CITY SUPPLIED NEW PLAYGROUND EQUIPMENT -COMPLETE	1	LS	\$24,500.00	\$24,500.00	\$36,000.00	\$36,000.00	\$71,500.00	\$71,500.00	\$41,159.00	\$41,159.00	\$78,000.00	\$78,000.00
5	0	INSTALLATION OF CITY SUPPLIED NEW RUBBER SAFETY SURFACE TILES - COMPLETE	1	LS	\$26,000.00	\$26,000.00	\$39,240.00	\$39,240.00	\$21,600.00	\$21,600.00	\$45,516.00	\$45,516.00	\$58,000.00	\$58,000.00
6	0	CEMENT TREAT BASE- TO ESTABLISH BASE COST SHOULD THERE BE SITE PUMPING	10	CY	\$50.00	\$500.00	\$250.00	\$2,500.00	\$120.00	\$1,200.00	\$255.90	\$2,559.00	\$1,000.00	\$10,000.00
7	0	SUPPLY A CONTAINER ON SITE TO STORE ALL EQUIPMENT AND SUPPLIES FOR DURATION OF PROJECT	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,100.00	\$1,100.00	\$1,236.00	\$1,236.00	\$8,000.00	\$8,000.00
8	0	DEMOBILIZATION - CLEAN SITE	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$7,828.00	\$7,828.00	\$20,000.00	\$20,000.00
Bid List Total						\$143,500.00		\$181,740.00		\$226,200.00		\$243,655.00		\$416,000.00
Total Bid Amount						\$143,500.00		\$181,740.00		\$226,200.00		\$243,655.00		\$416,000.00
Listed Subs					No Subs		Evergreen Environmental		No Subs		GP General Concrete Const. 1295 E Stroube St Oxnard, CA 93036 Jayne Brothers		Champion Plumbing Evergreen Environmental Hawkins Landscaping	
ATTACHMENT PAGE 1														

ATTACHMENT
PAGE 1 OF 1

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Public Works

Public Works Contractor (PWC) Registration Search

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

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

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	R E SCHULTZ	1000005688	ORANGE	SILVERADO	06/24/2015	06/30/2016

v2.20150806c

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ATTACHMENT 2

PAGE 1 OF 2

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
R E SCHULTZ	1000005688	ORANGE	SILVERADO	06/24/2015	06/30/2016

ATTACHMENT 2
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER GS13-17

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: - GS13-17-Beck Park Improvements and Installation of New
Playground Equipment

BRIEF DESCRIPTION OF PROJECT: Beck Park Improvements and Installation
of New Playground Equipment - Work will include the demo and disposal of all old
equipment and ground cover (City may salvage any useable equipment parts); and
installation of new drainage system with piping and sump pit and concrete pad;
installation of new playground equipment and rubber safety tiles and all related work. City
will provide Play Equipment and Rubber Tiles.

Specification Number GS13-17 includes 13 pages of bid documents. Drawing No. GS13-17
includes 3 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is
to be complete in 90 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 R.E. Schuitz Construction
Physical Address 2914 E Katella Ave. #102, Orange, CA 92667
Mailing Address P.O. Box 6
City Silverado State CA Zip Code 92649
Telephone No. (714) 649-2427 Fax No. (714) 740-5049

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

B-1

ATTACHMENT 3
PAGE 1 OF 26
A-7851

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

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 to be performed under this project contract will include all demo and site prep work with removal and disposal of all old equipment and ground cover (City may salvage useable equipment parts); and installation of a concrete pad with drainage system including piping and sump pit; installation of new playground equipment and rubber safety tiles (Playground equipment and rubber tiles from Landscape Structures and to be supplied by City). Installation is to be done by a Landscape Structures, Inc. certified installer with a minimum of five years experience.

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

B-2

ATTACHMENT 3
PAGE 2 OF

CITY OF OXNARD
SPECIFICATION NUMBER GS13-17

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME R. E. Schutz Construction

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization	n/a	LS	1	—	\$10,000-
2	Site Demo Work -Removal and Disposal of All Old Equipment, Groundcover and Complete Site Prep (City may salvage any useable parts)	n/a	LS	1	—	11,500-
3	Prep and Compaction of Base, Installation of Concrete Pad with Drainage System piping and sump pit-Complete	n/a	LS	1	—	60,500-
4	Installation of City Supplied New Playground Equipment -Complete	n/a	LS	1	—	24,500-
5	Installation of City Supplied Rubber Safety Surface Tiles - Complete	n/a	LS	1	—	24,000-
6	Cement Treat Base -To Establish Base Cost Should There Be Site Pumping		CY	10	50-	500-
7	Supply a Container on Site to store all Equipment and Supplies for Duration of Project	n/s	LS	1	—	1,500-
8	Demobilization -Clean Site	n/a	LS	1	—	1,000-
GRAND TOTAL				\$ 143,500-		

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

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ATTACHMENT 3
PAGE 3 OF 24

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 143,500

The grand total submitted is subject to verification. Line items lump sum Grand Total will be verified. 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.

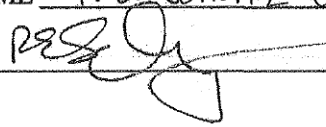
The following addenda are
acknowledged and attached:

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 11/16/15 AT Orange, CA 92649

COMPANY NAME R.E. Schultz Construction

SIGNATURE  TITLE Sole Owner
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

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

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ATTACHMENT 3
PAGE 4 OF 26

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME R. E. Schultz Construction

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 & CA DIR Registration Number	
			NUMBERS	CLASS
1. N/A				
2.				
3.				
4.				

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

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ATTACHMENT 3
PAGE 5 OF 24

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME R. E. Schultz Construction

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 & CA DIR Registration Number	
			NUMBERS	CLASS
5. N/A				
6.				
7.				
8.				
9.				
10.				

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

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ATTACHMENT 3
PAGE 4 OF 24

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

REFERENCES

BIDDER'S NAME R. E. Schultz Construction

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		
Tierra Bonita Park Improvements Project		
Owner	Project Location	
City of Lancaster	44910 27th St. E, Lancaster, CA 93535	
Project Cost	Project Manager	Telephone
\$226,374.00	John Loomis	(661) 723-6010

Project Description		
White Point Park Playground Equipment Project		
Owner	Project Location	
County of L.A.	1801 W Paseo Del Mar, San Pedro, CA 90732	
Project Cost	Project Manager	Telephone
\$98,746.49	Linda Zhang	(323) 267-2202

Project Description		
Sydkronenthal Park Playground Project		
Owner	Project Location	
City of Culver City	3459 McManus Ave., Culver City, CA 90232	
Project Cost	Project Manager	Telephone
\$173,240.00	Patrick Reynolds	(310) 253-6471



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 GS13-17**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME R.E. Schultz Construction

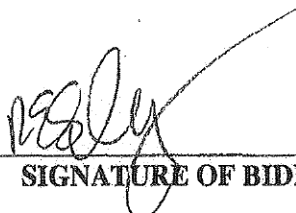
The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

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

Yes _____ No ✓

2. If yes, explain the circumstances.

N/A



SIGNATURE OF BIDDER

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

B-8

ATTACHMENT 3
PAGE 8 OF 210

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

BIDDER'S AFFIDAVIT

PROJECT GS13-17 Beck Park Improvements + Installation of New playground Eq.

I depose and say that I am Richard Schultz, sole owner

(Print or type name and title)

of R.E. Schultz Construction

(Name of Company)

P.O. Box 6

(Address)

Silverado

(City)

CA

(State)

92649

(Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000005688

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

Contractor's License No. 755160

FED TAX ID. # 33-0868504

Classification: A

Contractor's License Expiration Date: 10/31/16

City of Oxnard Business License Number (Not Required to Bid): n/a (will obtain if awarded)

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 11/16/15 at Orange, California.

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

(CORPORATE SEAL)

[Signature]
SIGNATURE

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

CITY OF OXNARD
SPECIFICATION NUMBER GS13-17

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 DIR as required by SB 854	✓	

Contractor's Signature: _____

Title

OWNER

11/16/15

Date

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

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ATTACHMENT 3
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**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

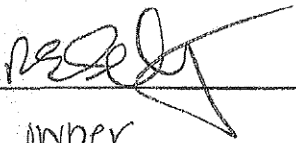
**ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING
PREFERENCE IS BEING REQUESTED)**

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

By: 
Title: owner
Firm: R.E. Schultz Construction
Date: 11/16/15

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

SPECIFICATION NUMBER GS13-17

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

R.E. Schultz Construction, 11/15/16
(Vendor Name) (Date)

2914 E. Katella Ave. #102, Orange, CA 92667
(Address of Principal Business Office)

(714) 649-2627, Chelsea@reschultzconstruction.com
(Business Phone) (Email Address)

10/31/1998
(Date Principal Business Address Established)

n/a,
(Prior Principal Business Address – if any) (Date Established)

n/a
(City Business Tax ID Number)

10
(Number of Employees)

n/a
(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

/, 2,808,000-, /
(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

B-22-A

ATTACHMENT 3
PAGE 12 OF 24

Contractor's License Detail for License # 755160

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

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

R E SCHULTZ
P O BOX 6
SILVERADO, CA 92676
Business Phone Number: (714) 649-2627

Entity Sole Ownership
Issue Date 10/13/1998
Expire Date 10/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

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

Bond Number: 100191333

Bond Amount: \$12,500

Effective Date: 03/26/2012

Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9118707

Effective Date: 11/27/2014

Expire Date: 04/14/2016

Workers' Compensation History

Other

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

ATTACHMENT 3
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Go to Search

[Home](#) [Labor Law](#) [CalOSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)

Public Works

Public Works Contractor (PWC) Registration Search

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

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

Registration Year:	Current Fiscal Year: 2016	
PWC Registration Number:	example: 1234567890	
Contractor Legal Name:	example: ABC COMPANY	Contractor License Lookup
License Number:	755160	
County:	Select County	
Search		Reset

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	R E SCHULTZ	1000005688	ORANGE	SILVERADO	06/24/2015	06/30/2016

v2.20150806c

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National Recreation and Park Association

Let it be known that

RICHARD SCHULTZ

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a

Certified Playground Safety Inspector



**Certified
Playground
Safety Inspector**

Candice Rawlins

NATIONAL CERTIFICATION BOARD CHAIRPERSON

Barbara Tulipano

NRPA PRESIDENT AND CEO

2/11/2013

DATE CERTIFIED

163771-0316

CERTIFICATION NUMBER

3/1/2016

EXPIRATION DATE



National Recreation
and Park Association



Member ID#
2015-0416

Certificate of Playground Contractor Qualification

*This certificate validates that the company below is listed as a **Qualified Playground Contractor** and a **Member** of the NPCAI and has the necessary requirements to conduct business.
This Certificate is valid until the date of
September 30, 2015*

R. E. SCHULTZ CONSTRUCTION

SILVERADO, CALIFORNIA

The above named contractor has the proper licensing to conduct business in the following states:

State License #

Additional States

CA 755160

Jack Fry, NPCAI Chairman

April 16, 2015

Date

Denise R. Calabrese, NPCAI Executive Director

April 16, 2015

Date



ATTACHMENT 3
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Certificate of Achievement

Awarded to:

Rick Schultz, RISC

Has completed the

**Recreation Installation Specialist
Certification Course**

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the International Playground Contractors Association

2015-1272

Certificate Number

04/30/2018

Expiration Date

Mary Lou Iverson

*Mary Lou Iverson - NPCAI
RISC Committee*

04/17/2015

Issue Date

LANDSCAPE STRUCTURES PLAYGROUND INSTALLATIONS

AGENCY	PROJECT INFORMATION	AMOUNT	COMPLETION DATE	CONTACT
County of San Diego	Live Oak Park Rec. Area Project	\$62,420	August 2011	Sean O'Neill (858) 966-1355
City of Santa Paula	Las Piedras Park Project	\$211,145	November 2015	John L. Ilasin (805) 933-4212 ext. 307
Newport Shores Community Assoc.	Newport Shores HOA Playground Upgrade	\$20,300	December 2015	Michael Sinacori (949) 795-8948
City of Morgan Hill	Galvan Park Playground Upgrade Project	\$63,945	December 2015	Charlie Ha (408) 778-6480, Ext. 4644

R.E. Schultz
Construction Services
General Engineering
Contractors Lic. #755160

Richard Schultz
P.O. Box 6
Silverado, CA 92676
11/19/15

City of Oxnard
City Council
300 West 3rd St.
Oxnard, CA 93030

City of Oxnard:

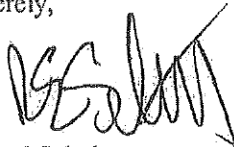
We are a qualified, certified playground equipment installer with over ten years of public works experience. We specialize in park and playground renovation and possess the following certifications:

AGENCY	CERTIFICATION
National Recreation & Park Association (NRPA)	Certified Playground Safety Inspector (CPSI)
International Playground Contractors Association (NPCAI)	Certificate of Playground Contractor Qualification
International Playground Contractors Association (NPCAI)	Recreation Installation Specialist Certification Course Certificate of Achievement
Playworld Systems, Inc.	NSP3 Factory Certified Installer
Porter Corp	Certified Polygon Installer
Playcore Company	Play & Park Structures & Big Toys Certified Installer
Landscape Structures, Inc.	Certified Installer Certificate pending

In addition, please find the attached list of prior playground project experience dating back to 2005.

Thank you for your consideration

Sincerely,



Richard Schultz
Owner

R.E. SCHULTZ CONSTRUCTION SERVICES

*LANDSCAPE STRUCTURES INC. AND SOFTILES INSTALLS HIGHLIGHTED IN YELLOW

YEAR CMPLTD	PLAYGROUND PROJECT NAME	CUSTOMER/AGENCY NAME	EQ. MANUFACT.	CONTACT INFORMATION		
				CUSTOMER		FINAL \$ AMOUNT
				NAME	PHONE	
2005	St. Anne's Transitional Housing		Grounds for Play			
2005	Mt. St. Mary's College		Grounds for Play			
2005	Woodland Hills Church		Grounds for Play			
2005	Our Redeemer School		Grounds for Play			
2007	Ramcon Construction	Perris Elementary School District		Will Wiley	(909) 772-0568	145,000.00
2007	Joplin Youth Detention Center	County of Orange		Epoy Pasqual	(714) 567-7863	122,000
2007	Nan Sanders Elementary School	Perris Elementary School District	Playworld	Ramcon Construction		
2008	Mountain Hawk Park	City of Chula Vista	LSI			100,000+
2008	Salt Creek Park	City of Chula Vista	LSI			158,000
2008	Villas San Marcos HOA	Playground Depot	Gametime	Barb Ladaveze	(858) 342-6767	
2008	Johnson Elementary School	Cajon Valley School District	Playworld	James Biard	(619) 588-6191	36,000
2009	Juvenile Hall	County of Orange		Mike Smith	(714) 721-2069	60,000
2009	Andrew Jackson Elementary School	Desert Sands USD	Little Tikes	John Larke	(760) 771-8550	27,000
2009	Husted Park	City of Corona	LSI	Sieve Lawson	(951) 786-2869	95,000
2009	Scripps Park	City of San Diego	LSI			100,000+
2009	Balboa Park	City of San Diego	LSI			100,000+
2009	W.D. Hall School	Cajon Valley School District	Playworld	James Biard	(619) 588-6191	49,000
2010	Jardin de los Ninos park playground	City of Garden Grove		Patricia Hayes	(714) 620-4082	57,000
2010		City of Newport Beach		Greg Korac	(949) 795-2948	90,000
2011	El Morro Elementary School	Laguna Beach USD		T.J. Janca Const. Company	(714) 921-3940	27,430
2011	Multiple School Playground Renovations	San Bernadino City USD	Play & Park	Bruce Coonrad	(909) 381-1129	47,215
2011	Live Oak Park Recreational Area Project	County of S.D. (Dept. of Parks & Rec.)	LSI	Sean O'Neil	(858) 966-1355	62,420
2012		City of Goleta	Little Tikes	Theresa Lopes	(805) 961-7563	89,730.91
2012	Multiple School Playground Renovations	San Bernadino City USD	Play & Park	Bruce Coonrad	(909) 381-1129	59,200
2012	Oakcrest Park Playground Replacement	City of Encinitas	Kompan	Mike Wells	(760) 633-2747	70,925
2013	Alga Norte Community Park	T.B. Penick & Sons, Inc.	Poligon	Kevin Moen	(858) 558-1800	332,717
2013	Child Development Center - Camp Pendleton	T.B. Penick & Sons, Inc.	USA Shade	Kevin Moen	(858) 558-1800	15,717
2013	Multiple School Playground Renovations	San Bernadino City USD	PlayWorld	Bruce Coonrad	(909) 381-1129	104,085
2013	Multiple School Playground Renovations	San Bernadino City USD	PlayWorld	Bruce Coonrad	(909) 381-1129	14,800
2013	Heritage Montessori	Heritage Montessori	LSI			9,500
2013		3-D Enterprises, Inc.	Little Tikes	Ricardo	(619) 677-4357	16,860
2013	Multiple School Playground Renovations	San Bernadino City USD	Play & Park	Bruce Coonrad	(909) 381-1129	24,990
2013		Sygnos Inc.		Wade Lousberg	(951) 249-1233	14,650

R.E. SCHULTZ CONSTRUCTION SERVICES

* LANDSCAPE STRUCTURES INC. AND SOFTILES INSTALLS HIGHLIGHTED IN YELLOW

2013		San Marcos USD	Playworld	Linda Luce	(760) 290-2646	224,758
2014	Connors Park	Western Rim Contractors		Ray Byrom	(760) 489-4328	12,990
2014	Powerhouse Park	City of Del Mar				10,215
2014	Blancha Charles, Jefferson & Rockwood	Calexico USD	Play & Park			78,500
2014	Calexico Early Head Start	Imperial County	Play & Park	Wendy Rangel		
2014	Multiple School Playground Renovations	San Bernadino City USD	Play & Park			
2014	Hertiage Park	City of Cerritos		Fredy Bonilla	(562) 916-1229	
2014	Michigan Park	City of Whittier	Miracle	Stewart McFeely	(562) 567-9400	54,325
2014	Ocean Breeze, Beacon Hill & Yosemite Park	City of Laguna Niguel	LSI, Little Tikes, & Gametime	Jerry Sollom	(949) 462-4337	113,473
2015	California Oaks Sports Park	City of Murrieta		Bob Kast	(951) 461-6115	45,201
2015	Valley Vista Park	City of Murrieta	Play & Park	Bob Kast	(951) 461-6115	38,645
2015	Multiple City Park Renovations	City of Redlands	PlayWorld	Jocelynn Santa Cruz	(909) 798-7655	83,620
2015	Galvan Park	City of Morgan Hill	LSI	Charlie Ha	(408) 778-6480	63,945
2015	Santiago Hills Elementary	Irvine USD		Freddy Medina	(949) 936-5313	19,270
2015	Heritage Park/Liberty Park & Auto Center	City of Cerritos	Poligon	Fredy Bonilla	(562) 916-1229	124,000
2015	Saddleback Park	City of Cerritos	Little Tikes	Fredy Bonilla	(562) 916-1229	155,100
2015	School Playground Installation	Vista USD	Playworld	Diana Johnson	(760) 762-2170 x: 92640	25,290
2015	Syd Kronenthal Park Playground Project	City of Culver City	Kompan	Patrick Reynolds	(310) 253-6471	173,240
2015	Multiple School Playground Renovations	San Bernadino City USD	Play & Park	Bruce Coonrad	(909) 381-1129	275,000
2015	Tierra Bonita Playground Rehab Project	City of Lancaster	Little Tikes	John Loomis	(661) 723-6016	226,374
2015	Calexico ES Shade Installation	Calexico Elementary School				
2015	Morrison Elementary School	Norwalk & Miranda USD/ GDI Best	LSI	Bridge Leon	(562) 755-9400	64,992
2015	Jacobs Park Project	Town of Yucca Valley				89,405
2015	Cesar Chavez Park	City of Salinas	Playworld			
2015	Whitepoint Park	County of Los Angeles				
2015	SBUUSD Playgrounds	San Bernardino City USD		Bruce Coonrad	(909) 381-1129	
2015	Rodriguez Park	City of Calexico				
2015	Plaza Vista Elem.-K	Irvine USD		Freddy Medina	(949) 936-5313	
2015	Goodhope Park	County of Riverside				174,000
2015	Hamilton & Memorial Parks	City of Pomona				
2015	Eastshore Elementary	Irvine USD		Freddy Medina	(949) 936-5313	
2015	Cerritos & Keppel ES	Glendale USD	Softiles			120,645
2015	4th St. Neighborhood House	City of Calexico				
2015	Shoal Creek ES EQ Install	Poway USD				
2015	Prop W School Playground Project	Lemon Grove SD				

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R.E. SCHULTZ CONSTRUCTION SERVICES

***LANDSCAPE STRUCTURES INC. AND SOFTILES INSTALLS HIGHLIGHTED IN YELLOW**

2015	Nuview & Valley View Schools	Nuview Union SD				
2015	Las Piedras Park	City of Santa Paula	LSI	John Masin	(805) 933-4212 ext: 307	211,145
2015	Lucerne Valley ES	Lucerne Valley USD				
2015	La Rosa & Longdon Schools	Temple City USD				
2015	Pomona USD Shade	Pomona USD				172,720.78
2015	Woodbury ES	Irvine USD		Freddy Medina	(949) 936-5313	
2015	Cole Canyon ES	Murrieta USD				
2015	Weston Park	City of Hemet				
2015	Crestline ES	Barstow USD	Play & Park			
2015	Stuart Mesa ES/Camp Pendleton	Oceanside USD				
2015	Annenberg Comm. Beach House	City of Santa Monica		Voneelya Simmons	(310) 458 8724	133,882
2015	Billy Mitchell ES	Lawndale ESD				
2015	Glenoaks ES	Glendale USD	Softiles			22,685
2015	Descanso ES	Mountain Empire USD	Miracle			
2015	Eastshore Elementary	Irvine USD				
2015	Newport Shores HOA Install	Newport Shores HOA	LSI	Michael Sinacori	(949) 795-8948	20,300

ATTACHMENT 3
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Division of Apprenticeship Standard / Division of Labor Standards Enforcement

Home Labor Law Cal/OSHA - Safety & Health Workers' Comp Self Insurance Apprenticeship Director's Office Boards

Home Search PWC-100 Search Results

Select the ID number below to see more information about the project.

SEARCH RESULTS

Click the DIR Project ID to see more information about the project.

ID	Awarding Body	Project Name	Contractor	Sub Contractor	Site Address	Dates	Classification	County
Project Number: City of Murrieta								
PO1308 DIR Project ID: 17584	California Oaks Sports Park Shade Improvements	Name: SCHULTZ R E CSLB/Certificate Number: 755160 Amount: \$45201.00	Name: - CSLB/Certificate Number: - Amount: -	California Oaks Sports Park 40600 California Oaks Road Murrieta, CA.	Advertised: CARPENTERS Award: 02/09/2015 Est. Start: 04/01/2015 Est. Comp: 07/27/2015 08/11/2015	RIVERSIDE		
	Project Number: Murrieta Valley Unified School district							
	CCES Playground Equipment	Name: SCHULTZ R E CSLB/Certificate Number: 755160 Amount: \$34454.00	Name: - CSLB/Certificate Number: - Amount: -	23750 Via Alliso murrieta, CA 92562	Advertised: LABORERS Award: 10/15/2015 Est. Start: 10/15/2015 Est. Comp: 12/19/2015 01/03/2016	RIVERSIDE		
	Project Number: City of Salinas							
	9189 DIR Project ID: 18401	Cesar Chavez Play Equipment	Name: SCHULTZ R E CSLB/Certificate Number: 755160 INC Amount: \$137568.00	Name: ROBERTSON INDUSTRIES CSLB/Certificate Number: 687261 Amount: -	250 N Madeline Ave Salinas, CA 93905	Advertised: LABORERS Award: 12/02/2014 02/17/2015 Est. Start: 05/01/2015 Est. Comp: 05/29/2015	MONTEREY	
Project Number: Chaffey Community College District								
18C114 DIR Project ID: 57411	Child Center playground equipment Installation	Name: SCHULTZ R E CSLB/Certificate Number: 755160 Amount: \$83928.45	Name: - CSLB/Certificate Number: - Amount: -	5885 Haven Ave Rancho Cucamonga, CA 91730	Advertised: LABORERS Award: 09/17/2015 10/01/2015 Est. Start: 10/01/2015 Est. Comp: 04/30/2016	SAN BERNARDINO		
Project Number: Irvine Unified School District - M&O								
175M0871 DIR Project ID: 24536	EASTSHORE - NEW KINDER PLAYGROUND	Name: SCHULTZ R E CSLB/Certificate Number: 755160 Amount: \$13119.00	Name: - CSLB/Certificate Number: - Amount: -	EASTSHORE ELEMENTARY	Advertised: CEMENT MASONS Award: 06/04/2015 06/04/2015 Est. Start: 08/28/2015 Est. Comp: 08/28/2015	ORANGE		
Project Number: Pomona Unified School District								
36002526 DIR Project ID: 53862	ED CENTER INSTALLATION OF CARPORT	Name: SCHULTZ R E CSLB/Certificate Number: 755160 Amount: \$172720.78	Name: - CSLB/Certificate Number: - Amount: -	800 S. GAREY AVE POMONA, CA 91766	Advertised: CARPENTERS Award: 09/02/2015 09/29/2015 Est. Start: 11/01/2015 Est. Comp: 01/30/2016	LOS ANGELES		

Project Number: County of PKARC-180 DIR Project ID: 28505	Good Hope Riverside, Regional Park and Open Space District Imp. Prj. Phase II Amount: \$174000.00	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CSLB/Certificate Number: -	21565 Steele Peak Dr. Perris, CA 92570	Advertised: CARPENTERS 03/17/2015 Award: 06/18/2015 Est. Start: 07/01/2015 Est. Comp: 08/31/2015	RIVERSIDE
Project Number: City of Cerritos 12794 DIR Project ID: 28158	Heritage Park Shelter Replacement Amount: \$124217.00	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CSLB/Certificate Number: -	18125 Bloomfield Avenue Cerritos, CA 90703	Advertised: CEMENT MASONS 03/13/2015 Award: 04/09/2015 Est. Start: 05/14/2015 Est. Comp: 09/10/2015	LOS ANGELES
Project Number: Glendale 108-14/15 DIR Project ID: 27313	Installation of Unified School District Playground Equipment and Softile Matting at Cerritos and Keppel Elementary Schools Amount: \$120645.00	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CSLB/Certificate Number: -	120 E. Cerritos Avenue Glendale, CA 91205 730 Glanwood Road, Glendale, CA 91202	Advertised: LABORERS 05/18/2015 Award: 06/18/2015 Est. Start: 07/01/2015 Est. Comp: 08/04/2015	LOS ANGELES
Project Number: Oceanside P16-02170 DIR Project ID: 53638	P16-02170 Unified School District Amount: \$27365.00	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CSLB/Certificate Number: -	2111 MISSION AVENUE OCEANSIDE, CA 92058	Advertised: LABORERS 10/13/2015 Award: 10/13/2015 Est. Start: 10/21/2015 Est. Comp: 10/21/2015	SAN DIEGO
Project Number: Poway Unified 571 DIR Project ID: 31120	Poway Unified School District Playground equipment installation Amount: \$2550.00	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CSLB/Certificate Number: -	Shoal Creek Elementary School 11775 Shoal Creek Drive San Diego, CA 92128	Advertised: LABORERS 07/09/2015 Award: 07/09/2015 Est. Start: 07/16/2015 Est. Comp: 07/22/2015	SAN DIEGO
Project Number: Vista Unified C15160025 DIR Project ID: 28594	Vista Unified School District PLAYGROUND EQUIPMENT INSTALLATION AT TWO SITES Amount: \$26290.00	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CSLB/Certificate Number: -	VUSD - MULTIPLE SITES 1234 ARCADIA AVENUE VISTA, CA 92084	Advertised: LABORERS 03/18/2015 Award: 05/21/2015 Est. Start: 06/08/2015 Est. Comp: 07/01/2015	SAN DIEGO
Project Number: City of 4545-624 DIR Project ID: 28124	City of Lancaster Playground Improvement Amount: \$1851.00	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CSLB/Certificate Number: -	44910 27th Street East Lancaster, CA 93535	Advertised: CARPENTERS 06/23/2015 Award: 06/23/2015 Est. Start: 06/28/2015 Est. Comp: 07/03/2015	LOS ANGELES
Project Number: City of Pomona 42R-71025	City of Pomona Remediation Memorial and	Name: SCHULTZ R E CSLB/Certificate Number: -	Name: - CSLB/Certificate Number: -	505 S. Garey Pomona, CA	Advertised: CEMENT MASONS Award:	LOS ANGELES

DIR Project ID: 31798	Hamilton Park	Number: 755160	91768	07/06/2015 Est. Start: 08/03/2015 Est. Comp: 04/13/2016
Amount: \$32350.00				
Project Number: BARSTOW 160443 DIR Project ID: 48956	Playground Remodel SCHOOL DISTRICT	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - CRESTLINE ELEM SCHOOL 2020 MONTEREY ST BARSTOW, CA 92311	Advised: CARPET/LINOLEUM SAN 08/20/2015 LABORERS BERNARDINO Award: 09/04/2015 Est. Start: 10/15/2015 Est. Comp: 11/30/2015
Amount: \$15617.00				
Project Number: Irvine Unified J75M0154 DIR Project ID: 31096	Plaza Vista - School District - M&O Kindergarten Playground Prep	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - Plaza Vista Elementary	Advised: LABORERS ORANGE 08/22/2015 Award: 07/09/2015 Est. Start: 08/29/2015 Est. Comp: 07/17/2015
Amount: \$6805.00				
Project Number: Irvine Unified J75M0188 DIR Project ID: 28761	Santiago Hills - School District - M&O Playground Prep	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - Santiago Hill's Elementary	Advised: CEMENT MASONS ORANGE 08/22/2015 LABORERS Award: 08/26/2015 Est. Start: 07/06/2015 Est. Comp: 08/28/2015
Amount: \$18270.00				
Project Number: San Diego P0410-1 DIR Project ID: 7100	Spanish Unified Port District Landing Park Playground Equipment Replacement	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - Spanish Landing Park San Diego across from San Diego Airport	Advised: LABORERS SAN DIEGO 03/14/2014 Award: 05/02/2014 Est. Start: 04/07/2014 Est. Comp: 05/09/2014
Amount: \$88753.50				
Project Number: San Bernardino 013 DIR Project ID: 58771	Thompson ES- City USD Playgrounds	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - Thompson ES San Bernardino, CA 92346	Advised: CEMENT MASONS SAN 11/15/2015 IRON WORKERS BERNARDINO Award: LABORERS 11/17/2015 PAINTERS Est. Start: 12/18/2015 Est. Comp: 02/01/2016
Amount: \$19530.00				
Project Number: San Bernardino 012 DIR Project ID: 58744	Warm Springs City USD ES - Playgrounds	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - Warm Springs ES San Bernardino, CA 92410	Advised: CEMENT MASONS SAN 11/15/2015 IRON WORKERS BERNARDINO Award: LABORERS 11/17/2015 PAINTERS Est. Start: 12/18/2015 Est. Comp: 02/01/2016
Amount: \$19530.00				
Project Number: Irvine Unified J75M0332 DIR Project ID: 42657	Woodbury - School District - M&O Playground expansion	Name: SCHULTZ R E CSLB/Certificate Number: 755160	Name: - Woodbury Elementary	Advised: CEMENT MASONS ORANGE 08/17/2015 LABORERS Award: PIPE TRADES 08/17/2015 Est. Start: 09/21/2015 Est. Comp: 10/09/2015
Amount: \$18379.00				



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Select the ID number below to see more information about the project.

SEARCH RESULTS

Click the DIR Project ID to see more information about the project.

ID	Awarding Body	Project Name	Contractor	Sub Contractor	Site Address	Dates	Classification	County
Project Number: 201415-3	NORWALK-LA	MORRISON -	Name: GDL	Name:	13510 S.	Advertised: 11/05/2014	LABORERS	LOS
DIR Project ID: 10446	MIRADA	PLAYGROUND BEST	SCHULTZ R E	MAIDSTONE	12/10/2014	Award: 01/23/2015		ANGELES
	UNIFIED	INSTALLATION CONTRACTORS	CSLB/Certificate	AVE.		Est. Start: 01/23/2015		
	SCHOOL	INC	Number: 755160	NORWALK,		Est. Comp: 03/23/2015		
	DISTRICT	Amount: \$126500.00	CSLB/Certificate	CA 90650				
			Number: 797162					
Project Number: 50/67876-00-074	San Bernardino	Pakuma K-8	Name: LENNAR	Name: -	17875	Advertised: 04/25/2013	CARPENTERS	SAN
DIR Project ID: 4771	City USD	School	HOMES OF	CSLB/Certificate	Sycamore	Award: 06/21/2013	CEMENT	BERNARDINO
		Amount: \$24010000.00	CALIFORNIA	Number: -	Creek Loop	Est. Start: 07/18/2013	MASONS	
			INC		Parkways	Est. Comp: 06/30/2015	LABORERS	
			CSLB/Certificate		San		OPERATING	
			Number: 728102		Bernardino,		ENG	
					CA 92407			

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Establishment Search

Reflects inspection data through 11/17/2015

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.

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

Search By:

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 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

ATTACHMENT 4
PAGE 1 OF 2

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.

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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 2 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-17**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME R. E. Schultz Construction

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.

<i>The information requested below must be filled out completely.</i>			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 & CA DIR Registration Number	
			NUMBERS	CLASS
1. N/A				
2.				
3.				
4.				

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

CITY OF OXNARD
SPECIFICATION NUMBER GS13-17

REFERENCES

BIDDER'S NAME R. E. Schultz Construction

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 Tierra Bonita Park Improvements Project		
Owner City of Lancaster	Project Location 44910 27th St. E, Lancaster, CA 93535	
Project Cost \$226,374.00	Project Manager John Loomis	Telephone (661) 723-6016

Project Description White Point Park Playground Equipment Project		
Owner County of L.A.	Project Location 1801 W Paseo Del Mar, San Pedro, CA 90732	
Project Cost \$28,746.49	Project Manager Linda Zhang	Telephone (323) 267-2202

Project Description Sydkronenthal Park Playground Project		
Owner City of Culver City	Project Location 3459 McManus Ave., Culver City, CA 90232	
Project Cost \$173,240.00	Project Manager Patrick Reynolds	Telephone (310) 253-6471



SIGNATURE OF BIDDER

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

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

GS13-17

STATE OF CALIFORNIA
COUNTY OF VENTURA

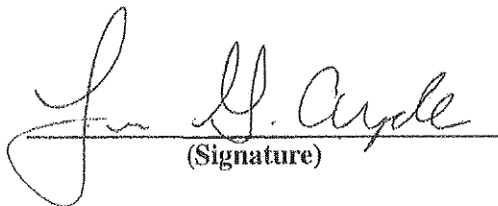
I Luis Ayala

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.

Oct 15, 22, 2015

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

22nd day of October 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS13-17 for the Back Park Improvements - Installation of New Playground Project. The work will consist of removal of old equipment and ground cover, prep of surface and install drainage system with piping and sump and concrete pad and installation of City supplied playground equipment and rubber safety surface. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A and D12 and C61 and be a certified playground installer with a minimum five years of experience to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 864) requires that all Contractors and Subcontractors be registered with the DBC for City policy no engineer's construction estimates are provided on public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room: CyberCopyUSA.com or www.cybercopyproinfo.com or phone (805) 432-6738, fax (805) 776-1335 for a non-refundable fee of \$75.00 plus \$20.00 handling starting on MONDAY, OCTOBER 19, 2015. The Plans and Specifications may also be obtained in CD format for \$25.00 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 at the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 10:30 A.M. on WEDNESDAY, OCTOBER 28, 2015. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of work under the California State Department of Industrial Wage Determinations. The B.C.H.R. 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 jobsite. 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 10% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security.

ATTACHMENT 7
PAGE 1 OF 2

Certificate of Publication

Ad #734192

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:

Oct. 16, 23, 2015

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

Dated this Oct. 23, 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 GS13-17 for the Beck Park Improvements Installation of New Playground Project. The work will consist of removal of old equipment and ground cover, prep of surface and install drainage system with piping and sump and concrete pad and installation of City supplied playground equipment and rubber safety tiles. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A and D12 and C61 and be a certified playground installer with minimum five years of experience to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB885) requires that all Contractors and Subcontractors be registered with the DLR. Per City policy no engineer's construction estimate is provided for public bid projects. 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) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 handling starting on MONDAY, OCTOBER 19, 2015. The Plans and Specifications may be obtained in electronic medium format CDs 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, OCTOBER 28, 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 - CyberCopy 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, NOVEMBER 18, 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 10/16/15, 10/23/15 Ad No. 734192

ATTACHMENT 7
PAGE 2 OF 2



Meeting Date: 10/06/15

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

Agenda Item No. I-3

Reviewed By: City Manager

City Attorney

Finance

Other

DATE: September 17, 2015

TO: City Council

FROM: Michael Henderson, General Services Manager
General Services Department

SUBJECT: GS13-17-Beck Park Improvements Including Playground Equipment Installation

RECOMMENDATION

That City Council approve plans and specifications for Project Specification No. GS13-17 and authorize staff to conduct a public bid for installation of new playground equipment at Beck Park located at 600 West Kamala Street; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.

DISCUSSION

The installation of playground equipment is for two age groups and includes rubber safety surface at Beck Park. Staff will conduct a public bid process to secure the services of a qualified contractor for work included in the project plans and specification and includes all required site preparation with proper drainage system. Housing and Community Development grant funds under State of California Agreement 14-HRPP-9169 for Housing Related Parks (HRP) Grant and Resolution No. 14,705 have been approved and authorized by Council and the purchase of and installation of new playground equipment for this park was one of the approved areas for use of those funds.

FINANCIAL IMPACT

State grant funds in the amount of \$461,900 are appropriated in Project 155703. City is purchasing the material for the project for \$172,081. The current unencumbered balance is \$288,931 and available for this project installation work.

MH/pcf

Attachments: #1 - State of California Agreement 14-HRPP-9169
#2 - City Resolution No. 14,705
#3 - Admin Budget Adjustment

ATTACHMENT 8
PAGE 1 OF 1



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-7

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Todd Vasquez-Housley
Interim Deputy Public Works Director

SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute Contract (A-7852) for a Three Parks Improvement Project: Colonia Park (GS11-12); Wilson Park (GS15-16); and Campus Park (GS16-08)

CONTACT: Michael Henderson, General Services Manager
Michael.henderson@ci.oxnard.ca.us, 385-7950

RECOMMENDATION

That City Council:

1. Award contract A-7852 to the lowest responsible and responsive bidder--C.S. Legacy Construction Company--in the amount of \$588,097 for a Three Parks Improvement Project: Colonia Park (GS11-12); Wilson Park (GS15-16); and Campus Park (GS16-08); and authorize the Purchasing Agent to issue and execute the contract upon receipt of final documents from C.S. Legacy Construction Company.
2. Approve a Budget Adjustment transferring \$133,121 from Beck Park Housing & Community Development (HCD) to Wilson Park (GS15-16) in the amount of \$100,733; Campus Park (GS16-08) in the amount of \$29,286; and Colonia Park (GS11-12) in the amount of \$3,102; and a Budget Adjustment transferring \$53,132 in Quimby funds from The Citywide Park Rehab Program to Colonia Park (GS11-12).

BACKGROUND

On October 13, 2015, City Council approved project plans and specifications and authorized staff to solicit public bids for a Three Parks Improvement Project: Colonia Park (GS11-12); Wilson Park (GS15-16); and Campus Park (GS16-08). Improvements to hardscape, safety lighting, drainage, removal/replacement of fencing, and irrigation are examples of the work to be done at the three parks, with a full restroom replacement occurring at Wilson Park (GS15-16). The public bid process started on

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7852) for a Three Parks Improvement Project: Colonia Park (GS11-12); Wilson Park (GS15-16); and Campus Park (GS16-08)

December 15, 2015

Page 2

October 19, 2015 and closed on November 18, 2015. Plans and specifications were advertised in the Ventura County Star and Vida local newspapers, and through the on-line "plan rooms" to solicit bids. The General Services Department received five bids. The award for this project is based on lowest responsible and responsive bids received. The low bid of \$588,097 from C.S. Legacy has been found to be a responsible and responsive bid. Competing bids were as follows: \$648,640 from Unlimited Engineering; \$687,400 from Agphapy; \$744,870 from Hughes General Engineering; and \$878,000 from Fast Track.

General Services Department staff and the Contract Compliance Review Committee have reviewed and recommended the award of this contract following receipt of all supporting documentation including: license and registration with State DIR per SB854; Occupational Safety & Health Administration (OSHA) standards for playground equipment and contractor safety; records for debarment; and all other labor compliance issues.

FINANCIAL IMPACT

Funding for work under this contract will be from HCD Grant Parks Improvement funds from the following projects: Project 155702 Campus Park HCD Improvement; Project 155704 Colonia Park HCD Improvement; and Project 155705 Wilson Park HCD Improvement.

The Budget Adjustment transfers HCD grant funding (Fund 178) between the four eligible park projects to re-align per bid amounts and transfers Quimby funds (Fund 351) to Colonia Park for a net zero impact to both funds.

- Attachment #1 - Tabulation of Bids
#2 - Registration No. CA DIR
#3 - Bid Package – C.S. Legacy
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 – Request for Budget Adjustment

4Parks Improvements Revised Add #1-GS11-12-Colonia, GS15-16-Wilson, GS16-08-Beck, GS16-07-Campus Dog Park														
Owner: City of Okanogan				* marks an allowance										
Bid Opening: 11/18/15				CS Legacy Construction Co.		Aghapay Group Inc		Unlimited Engineering		Hughes General Engineering		Fast Track Const. & Ruiz Bro.		
				1461 S. East End Avenue Pomona, CA 91766 US Bidder Status: Valid Comment: Total Base Bid-		10900 Hartland St Bakersfield, CA 93312 US Bidder Status: Valid Comment: Base Bid-\$737,400		950 Fresno Circle Simi Valley, CA 93065 US Bidder Status: Valid Comment: Base Bid-\$698,640		6544 BEENE ROAD VENTURA, CA 93033 US Bidder Status: Valid Comment: Base Bid-\$794,870		6101 W Continosa Ave Ste 212 Culver City, CA 90230 US Bidder Status: Valid Comment: Base Bid-\$928,000		
3Parks-GS15-16 Wilson,GS11-12-Colonia,GS16-08-Beck Improvements				#1		#2		#3		#4		#5		
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	0	COLONIA PARK-170 N. JUANITA-IMPROVEMENTS COMPLETE-HARDSCAPE, SAFETY LIGHTING & IRRIGATION REPAIRS	1	LS	\$140,276.00	\$140,276.00	\$155,700.00	\$155,700.00	\$170,000.00	\$170,000.00	\$138,415.00	\$138,415.00	\$144,000.00	\$144,000.00
2	0	WILSON PARK-350 N. C ST- IMPROVEMENTS COMPLETE-HARDSCAPE, SAFETY LIGHTING & IRRIGATION REPAIRS	1	LS	\$129,605.00	\$129,605.00	\$242,000.00	\$242,000.00	\$262,640.00	\$262,640.00	\$288,035.00	\$288,035.00	\$324,000.00	\$324,000.00
2	0	INSTALL PORTLAND LOG PRE-FAB RESTROOM - COMPLETE WITH UTILITIES	1	LS	\$182,411.00	\$182,411.00	\$135,000.00	\$135,000.00	\$46,000.00	\$46,000.00	\$152,015.00	\$152,015.00	\$167,000.00	\$167,000.00
4	0	BECK PARK-600 W. KAMALA-IMPROVEMENTS REPAIRS TO IRRIGATION SYSTEM -AS CAN BE DONE PER ALLOWANCE PROVIDED	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
5	0	CAMPUS DOG PARK-W. 5TH ST.- IMPROVEMENTS - REMOVE & REPLACE FENCE & SITE IMPROVEMENTS - COMPLETE *ADDED W/ADD#1	1	LS	\$135,805.00	\$135,805.00	\$154,700.00	\$154,700.00	\$170,000.00	\$170,000.00	\$166,405.00	\$166,405.00	\$243,000.00	\$243,000.00
		BASE BID AMOUNT -BASIS FOR AWARD				\$638,097.00		\$737,400.00		\$698,640.00		\$794,870.00		\$928,000.00
6	0	BID ALTERNATE-WILSON PARK-DEMO OLD RESTROOM BLDG- REMOVE UTILITIES & SLAB- INCLUDING ANY ABATEMENT, CLEAN & DISPOSAL	1	LS	\$2,393.10	\$23,931.00	\$2,840.00	\$28,400.00	\$6,300.00	\$63,000.00	\$3,635.50	\$36,355.00	\$3,500.00	\$35,000.00
7	0	BID ALTERNATE-BECK PARK-DEMO OLD STORAGE BLDG COMPLETE- INCLUDING ANY ABATEMENT, CLEAN & DISPOSAL	1	LS	\$15,155.00	\$15,155.00	\$13,500.00	\$13,500.00	\$53,000.00	\$53,000.00	\$25,165.00	\$25,165.00	\$50,000.00	\$50,000.00
8	0	BID ALTERNATE-CAMPUS PARK- DEMO SMALL CONCRETE BLDG COMPLETE-REMOVE ANY UTILITIES & SLAB; INCLUDE ANY ABATEMENT, CLEAN AND DISPOSAL AS REQUIRED	1	LS	\$15,155.00	\$15,155.00	\$23,400.00	\$23,400.00	\$48,000.00	\$48,000.00	\$28,200.00	\$28,200.00	\$45,000.00	\$45,000.00
9	0	BID ALTERNATE-CAMPUS DOG PARK-INSTALL DOG ACTIVITY EQUIPMENT PER LIST -ADDED W/ADD#1	1	LS	\$20,825.00	\$20,825.00	\$24,600.00	\$24,600.00	\$30,000.00	\$30,000.00	\$26,115.00	\$26,115.00	\$24,000.00	\$24,000.00
10	0	CEMENT TREAT BASE - IF REQUIRED AT ANY LOCATION THIS LINE ITEM ESTABLISHES RATE OF PAY	10	CY	\$1,315.00	\$13,150.00	\$300.00	\$3,000.00	\$500.00	\$5,000.00	\$65.00	\$650.00	\$300.00	\$3,000.00
ALTERNATE TOTALS						\$98,216.00		\$92,900.00		\$199,000.00		\$116,485.00		\$157,000.00
GRAND Total						\$736,313.00		\$830,300.00		\$897,640.00		\$911,355.00		\$1,085,000.00
GRAND Total Bid Amount -VERIFIED						\$736,313.00		\$830,300.00		\$897,640.00		\$911,355.00		\$1,085,000.00
Listed Subs				Case Land Survey Tall Electric Co.		Fence Factory		Fence Factory Super Seal & Stripe VAC		California Electric Quality Paving Venno Western		California Electric Sun-Lite Const. & Demo		



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Public Works

Public Works Contractor (PWC) Registration Search

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

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

Registration Year:

PWC Registration Number:

Contractor Legal Name: [Contractor License Lookup](#)

License Number:

County:

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	C.S. LEGACY CONSTRUCTION, INC	1000002947	LOS ANGELES	POMONA	06/29/2015	06/30/2016

v2.20150806c

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ATTACHMENT 2
 PAGE 1 OF 1

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08, (GS16-07*)

BID DOCUMENTS (BLUE SHEETS)
FOR

**PROJECT TITLE: - 3 PARKS -GS11-12 Colonia Park; GS15-16 Wilson Park; and
GS16-08 Beck Park and (GS16-07-Campus Dog Park*)**

**BRIEF DESCRIPTION OF PROJECT: 3 PARKS -GS11-12-Colonia Park Improvements;
GS15-16-Wilson Park Improvements; and GS16-08 Beck Park Improvements and (GS16-07-
Campus Dog Park*) -Work under this contract will be at three City park locations and will
include improvements to hardscape; safety lighting; installation of new restroom (Portland Loo);
repairs to irrigation systems; and demo small buildings with clean and abatement and disposal as
required (Bid Alternates); and other miscellaneous repairs; and Dog Park fence install at Campus
Dog Park.**

Specification Number GS11-12/GS15-16/GS16-08, GS16-07 includes 14 pages of bid
documents. Drawing No. GS11-12, GS15-16, GS16-08, GS16-07 includes 37 (*49)
sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is
to be complete in 90 calendar days. Liquidated damages will be assessed at \$1,500.00
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 C.S. Legacy Construction, Inc.
Physical Address 1461 S. East End Ave. Pomona, CA 91766
Mailing Address 1461 S. East End Ave
City Pomona State CA Zip Code 91766
Telephone No. 909.590.2626 Fax No. 909.590.3778

***REVISED WITH ADDENDUM #1**

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

B-1

ATTACHMENT 3
PAGE 1 OF 59

A-7852

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08, (GS16-07*)

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 will consist of the following: 3 PARKS - Wilson Park -350 North C Street is to improve hardscape; irrigation install and repairs; install Portland Loo (No Substitutions) pre-fab restroom with all required utilities; remove the old existing restroom building complete including slab and all utilities, including any required abatement with proper clean-up and disposal of hazardous materials; add safety lighting; Colonia Park -170 No. Juanita Ave. is to improve hardscape; irrigation install and repairs; and add safety lighting; Beck Park -600 W. Kamala St. is to use the allowance provided in the bid line items for repairs to existing irrigation system; and remove small storage building complete including utilities and slab, including any required abatement with proper clean-up and disposal of hazardous materials; * **Campus Dog Park -- W. Fifth St. & H St.-Remove old fence and install new welded wire fence around dog park area and Bid Alternate items to install dog activity equipment items as selected from listed options and demo & dispose of small concrete building located on north side by ball fields on 2nd Street side.***

Demo of all buildings listed and dog activity equipment are Bid Alternates and are not basis for award of contract for this 3 4Park Improvement project and may or may not be included in part or their entirety in the contract awarded to responsible responsive low Bidder.

***REVISED WITH ADDENDUM #1**

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

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ATTACHMENT 3
PAGE 2 OF 59

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08, (GS16-07*)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME C.S. Legacy Construction, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	TOTAL
	COLONIA PARK-170 N. Juanita				\$
1	Improvements Complete – Hardscape, Safety Lighting, Drainage & Repair Any Damaged Irrigation; ADA Parking Striping	n/a	LS	1	140,276 ⁰⁰
	WILSON PARK-350 N. C St.				
2	Improvements Complete – Hardscape, Safety Lighting and Irrigation Repairs if Damaged	n/a	LS	1	129,605 ⁰⁰
3	Install Portland Loo Pre-Fab Restroom – Complete with Utilities- Deferred Submittal	n/a	LS	1	182,411 ⁰⁰
	BECK PARK -600 W. Kamala St.				
4	Improvements -Repairs to Irrigation System –As Can Be Done Per Allowance Provided	n/a	LS	1	\$ 50,000.00
	*Campus Dog Park-W. 5th St.				
5	Improvements-Remove and Replace Fence and Site Improvements –Complete	n/a	LS	1	135,805 ⁰⁰
GRAND TOTAL BASE BID ITEMS NO. 1 – NO. 5					\$ 638,097⁰⁰
	BID ALTERNATES				
6	WILSON PARK -Demo Old Restroom Building – Remove Utilities and Slab; including any abatement, clean and disposal	n/a	LS	1	23,931 ⁰⁰
7	BECK PARK –Demo Old Storage Bldg. Complete; including any abatement, clean and disposal	n/a	LS	1	15,155 ⁰⁰
8	*CAMPUS PARK- Demo small concrete bldg. Complete – Remove any utilities and slab; clean and disposal	n/a	LS	1	15,155 ⁰⁰
9	*CAMPUS DOG PARK- Supply & Install Dog Activity Items per list	n/a	LS	1	30,825 ⁰⁰
10	Cement Treat Base –If Required at any location this line item establishes rate of pay	n/a	CY	10	13,150 ⁰⁰
GRAND TOTAL BID ALTERNATES NO. 6–NO. 10					98,216⁰⁰
GRAND TOTAL BID ALL BID ITEMS NO. 1 – NO. 10					\$ 736,313.00

*REVISED WITH ADDENDUM #1

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

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ATTACHMENT 3
PAGE 3 OF 59

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08, (GS16-07*)

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL BASE BID #1 - #5 - \$ 638,097.00
(Including Allowance)

GRAND TOTAL BID ALTERNATES- #6-#10- \$ 98,216.00

GRAND TOTAL BID SUBMITTED -BASE & ALTERNATES: 736,313.00
(All Bid Items #1 - #10)

Award of contract will be based on lowest responsible responsive Grand Total Base Bid received. All bid line item Lump Sums grand total is subject to verification. The verified grand total lump sum base bid will be the basis of award. The City may or may not award any, all or some of the Bid Alternates line items as part of the project contract.

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

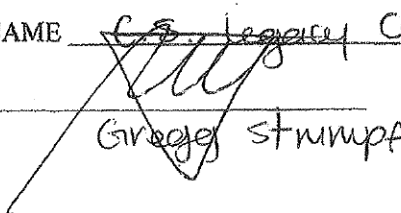
The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	11/5/15		

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 11/17/15 AT Pomona, CA

COMPANY NAME ~~C.S. Legacy~~ Construction Inc.

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

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

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

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ATTACHMENT 3
PAGE 4 OF 59

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08

SUBCONTRACTORS INFORMATION

BIDDER'S NAME E.S. Legacy Construction, 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 & CA DIR Registration Number	
			NUMBERS	CLASS
1. Fence Corp. inc	111 Main street Riverside, CA 92501	Fencing	886544 1000000850	B C-13
2. Case Land Survey	614 N. Eckhoff st Orange, CA 92868	Survey	L5411 1000001533	Survey
3. Talt Electric	1694 Eastman Ave Ventura, CA 93003	Electrical	772245 1000000149	A-B C-10
4.				

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

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ATTACHMENT 3
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**CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME C.S. Legacy Construction, 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 & CA DIR Registration Number	
			NUMBERS	CLASS
5.				
6.				
7.				
8.				
9.				
10.				

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

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ATTACHMENT 3
PAGE 4 OF 59

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08

REFERENCES

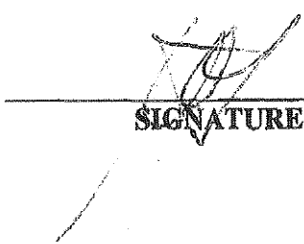
BIDDER'S NAME C.S. Legacy Construction, Inc.

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		
Crown Valley Community Park Imp.		
Owner	Project Location	
City of Laguna Niguel	Laguna Niguel, CA	
Project Cost	Project Manager	Telephone
\$4,599,485.88	Nancy Palmer	949.342.4337

Project Description		
East Village Park Improvement		
Owner	Project Location	
City of Oxnard	Oxnard, CA	
Project Cost	Project Manager	Telephone
\$1,396,440.00	Ralph Alamillo	805.385.7821

Project Description		
College Park Imp.		
Owner	Project Location	
City of Oxnard	Oxnard, CA	
Project Cost	Project Manager	Telephone
\$11,056,475.00	Ralph Alamillo	805.385.7821


SIGNATURE OF BIDDER Gregg Strumpf
 President

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME C.S. Legacy Construction, 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.

NA



SIGNATURE OF BIDDER

Gregory Strumpf, President

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

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ATTACHMENT 3
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CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08

BIDDER'S AFFIDAVIT

PROJECT 3 Parks - GS11-12 - Colonia Park Imp; GS15-16 - Wilson Park Imp;
and GS16-08 Beck Park Imp.

I depose and say that I am Gregg Strumpf President
(Print or type name and title)

of C.S. Legacy Construction, Inc.
(Name of Company)

1461 S. East End Ave. Pomona CA 91766
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000002947

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

Contractor's License No. 826870 FED TAX ID. # 20-0261685

Classification: A, B, C-27

Contractor's License Expiration Date: 10/31/17

City of Oxnard Business License Number (Not Required to Bid): Certificate No. 16-0010286 control NO.
90940

Data Universal Numbering System (D-U-N-S #): 143180094

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 11/17/15 at 1461 S. East End Ave. Pomona, California.

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

(CORPORATE SEAL)

SIGNATURE Gregg Strumpf - President

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



Public Works

Public Works Contractor (PWC) Registration Search

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

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

Registration Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

County:

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

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	C.S. LEGACY CONSTRUCTION, INC	1000002947	LOS ANGELES	POMONA	06/29/2015	06/30/2016

v2.20150806c

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CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08

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 DIR as required by SB 854	✓	

Contractor Officer's Signature:

President - Gregory Strumpf

Title

11/17/15

Date

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

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ATTACHMENT 3
 PAGE 11 OF 59



Please Reference Question 1.

C.S. Legacy Construction, Inc.

A California Corporation 2524632 – Date of Incorporation 9/18/03

California Contractors License 826870 A, B, C-27 10/31/17

1461 SOUTH EAST END AVE., POMONA, CA. 91766
(909) 590-2626 (909) 590-4117 fax

ATTACHMENT 3
PAGE 12 OF 59



Please Reference Question 11.

College Park

Park Improvement, Landscape, Irrigation, Bridge, Pre-Fab Restroom, Concrete, Site Furnishings, etc. ..

City of Oxnard

1060 Pacific Avenue

Oxnard, Ca 93030

(805) 385-7821

Contact: Patricia Friend

Completed 1/12

Original Contract: 11,056,475.00

East Village Park

Park Improvement, Site Furnishings, Landscape, Irrigation, Fencing, Concrete, ect ...

City of Oxnard

1060 Pacific Ave

Oxnard, Ca 93030

Contact: Ralph Alamillo

805-385-7821

Completed 5/2015

Original Contract \$ 1,396,440.00

Crown Valley Community Park

Park Improvement; Landscape, Irrigation, Concrete, Site Furnishings, Play Equipment, ect...

City of Laguna Niguel

30111 Crown Valley Parkway

Laguna Niguel, Ca 92677

Contact: Nancy Palmer

949-362-4337

Completed 8/2015

Original Contract \$4,599,485.88

Please Reference General References attached.

CITY OF OXNARD
SPECIFICATION NUMBERS GS11-12, GS15-16, GS16-08

ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)

***ESCROW BID DOCUMENT CERTIFICATION**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard 3 Parks Improvements –Colonia, Wilson and Beck, and that I have personally examined these contents and have found that this bid documentation is complete.

By: 
Title: President - Gregg Strumpf
Firm: C.S. Legacy Construction, Inc.
Date: 11/17/15

***IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING:**
THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:
CITY GENERAL SERVICES PROCUREMENT
1060 PACIFIC AVE., BLDG. 2
OXNARD, CA. 93030
ATTN: Patricia Friend.

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ATTACHMENT 3
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CITY OF OXNARD
SPECIFICATION NUMBERS GS11-12, GS15-16, GS16-08

ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING
PREFERENCE IS BEING REQUESTED)

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

By: _____

Title: President - Gregory Strunoff

Firm: C.S. Legacy Construction, Inc.

Date: 11/17/15

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

SPECIFICATION NUMBERS GS11-12, GS15-16, GS16-08

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

NA
(Vendor Name) _____ (Date) _____

(Address of Principal Business Office)

(Business Phone) _____ (Email Address)

(Date Principal Business Address Established)

(Prior Principal Business Address -- if any) _____ (Date Established)

(City Business Tax ID Number)

(Number of Employees)

(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

B-22-A

ATTACHMENT 3
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REFERENCES

1. Eagle Glen Corner Drainage Improvements

Eagle Glen Apartments LLC
c/o Mr. Michael S. Aimola
J & M Realty Company
1651 E. Fourth St. Suite 250
Santa Ana, Ca. 92701
(714) 285-1170
(714) 285-1178 FAX
Completed March, 2004, \$56,000.00

2. Santa Ana Zoo DG

Howard S. Wright Construction
Mr. Greg Ahman
18500 Von Karman Ave. Suite 420
Irvine, Ca. 92012
(949) 567-1909
(949) 567-1917 FAX
Completed April, 2004 \$52,000.00

3. Canada Vista Park Parking Lot Expansion

City of Rancho Santa Margarita
Jacque Niemi
30211 Avenida de las Banderas Suite 101
Rancho Santa Margarita, Ca. 92688
(949) 635-1800
(949) 635-1840 FAX
Completed May, 2004 \$351,577.49

4. Crown Valley Park Synthetic Soccer Field

City of Laguna Niguel
Nicholas Renn
27911 La Paz Road
Laguna Niguel, Ca. 92677
(949) 362-4341
(949) 362-4385 FAX
Completed June 2004 \$539,217.49

5. Freeman, Bell, & Thornburg Park Playground Renovation

City of Gardena

Dave Negrete

P.O. Box 47003

Gardena, Ca. 90247

(310) 217-9500

(310) 217-9876

Completed June 2004 \$355,069.90

6. Delta Plant Fencing & Landscaping

City of Monterey Park

Mr. Elias Saykali

320 W. Newmark Ave.

Monterey Park, Ca. 91754

(626) 307-1320

(626) 307-2500 FAX

Completed July 2004 \$120,580.00

7. Eagle Glen Street Improvements

Eagle Glen Apartments, LLC

c/o Mr. Michael S. Aimola

J & M Realty Co.

1651 E. Fourth St. Suite 250

Santa Ana, Ca. 92701

(714) 285-1170

(714) 285-1178

Completed July 2004 \$153,250.00

8. Ayala Park Temporary Parking Lot

City of Chino

Carolyn Baltzer, Asst. Project Coordinator

P.O. Box 667

Chino, Ca. 91708

(909) 627-7577

(909) 464-0799 FAX

Completed 9/04 \$95,730.00

9. Site Prep for 2 Relocatables @ New Ventures

Huntington Beach Union High School District

Nelson M. Cayabyab Director of Facilities

10251 Yorktown Ave.

Huntington Beach, Ca. 92646

(714) 964-3339

(714) 963-7684 FAX

Completed 9/04 \$227,455.00

DSA Inspected

10. SR 79S Sidewalk Improvement Project

City of Temecula
Avlin R. Odviar Asst. Engineer
P.O. Box 9033
Temecula, Ca. 92589
(951) 694-6411
(951) 693-3929 FAX
Completed 9/04 \$147,328.00

11. Lincoln Ave. Median Landscape Improvements

City of Buena Park
Wood Nonsense Asst. Engineer
P.O. Box 5009
Buena Park, Ca. 90622
(714) 562-3676
(714) 562-3677 FAX
Completed 6/05 \$816,000.00

12. Floe Packer Landscape Improvement

City of Lake Forest
Steve Velasco, Engineer
(949) 461-3480
(949) 461-3511 FAX
25550 Commercentre Drive
Lake Forest, Ca. 92630
Completed 5/05 \$91,974.32

13. Replacement of Lang Park Play Equipment

City of Laguna Beach
Derek Wieske, Asst. City Engineer
505 Forest Ave.
Laguna Beach, Ca. 92651
(949) 497-3311
(949) 497-0771 FAX
Completed 1/05 \$182,299.00

14. Edison High School SAC Addition

15. Huntington Beach High School Elevators

Huntington Beach Union High School District
10251 Yorktown
Huntington Beach, Ca. 92646
Nelson Cayabyab Director of Facilities
(714) 964-3339
(714) 963-7684 FAX
Edison High School Completed 5/05 \$391,576.42
Huntington Beach Elevators Completed 05/06 \$780,956.00

16. Talega Recreation Center Phase 3

Talega Partners
951 Calle Negocio Suites D
San Clemente, Ca. 92673
Charlie Mallon Project Manager
(949) 498-1366
(949) 369-7659
Complete 6/05 \$490,679.55

17. Rancho San Jacinto Play Areas Imp.

City of San Jacinto
201 East Main St.
San Jacinto, Ca. 92583
Ray Sanchez / Pam Stull
(951) 487-7342
(951) 654-3728 FAX
Completed 3/05 \$294,836.00

18. Shady Grove Park

City of Chino
13220 Central Avenue
Chino, CA 91708-0667
Mike Knolling
(909) 464-0768
(909) 464-0799 FAX
Completed 10/05 \$1,344,705.00

19. Pinacate Middle School

Perris Union High School District
155 East Fourt Street
Perris, Ca 92570
Jeremy Chou
(909) 987-0909
Completed 2005 \$298,182.00
DSA Inspected

20. Monte Vista Splashpad

City of Chino
P.O. Box 667
Chino, Ca 91708
Arlene Salazar
(909) 464-0770
(909) 590-5581 Fax
Completed 4/06 \$227,187.12

21. Playground Retrofit

City of Chino
13220 Central Ave.
Chino, CA 91708-0667
Carolyn Baltzer
(909) 627-7577
(909) 464-0799 FAX
Completed 12/05 \$285,965.00

22. Starshine Park

City of Diamond Bar
21825 Copley Drive
Diamond Bar, CA 91765-4177
Ryan Wright
(909) 839-7072
(909) 861-3117 FAX
Completed 06/05 \$269,337.00

23. Sycamore Canyon Park

City of Diamond Bar
21825 Copley Drive
Diamond Bar, CA 91765-4177
Ryan Wright
(909) 839-7072
(909) 861-3117 FAX
Est. Completion 01/06 \$462,373.52

24. Rancho San Jacinto Basins

City of San Jacinto
201 East Main St.
San Jacinto, Ca. 92583
Ray Sanchez / Pam Stull
(951) 487-7342
(951) 654-3728 FAX
Completed 07/05 \$868,589.12

25. Child Development Center Playground

Santa Monica-Malibu Unified School District
1651 Sixteenth Street
Santa Monica, CA 90404
J. Wallance Berriman
(310) 450-8338
(310) 450-1667 FAX
Completed 08/05 \$359,551.76

26. Granada Streetscape

City of San Clemente
910 Calle Negocio Ste. 100
San Clemente, CA 92673
Gary Voborsky
(949) 361-6100
(949) 361-8316 FAX
Completed 12/05 \$197,245.91

27. Victoria Gardens Lane Median

City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91729-0807
Jerry Dyer
(909) 477-2700
(909) 477-2849 FAX
Completed 12/05 \$155,482.00

28. MM O'Neil Park

City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
Keith Rattay
(949) 470-3000
(949) 581-0983 FAX
\$718,029.96

29. ATL Building Irrigation & Landscape

Chaffey College
5885 Haven Ave.
Rancho Cucamonga, CA 91737
Sarah Riley
(909) 477-8547
(909) 477-8571 FAX
Completed 05/06 \$286,910.61

30. YMCA Daycare Center

City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
Jerry Hill
(949) 470-3052
(949) 581-0983 FAX
Completed 04/06 \$239,542.00

31. Grass Playfields

Long Beach Community College
4901 E. Carson Street
Long Beach, CA 90808
Sandy Mathis
(562) 938-4111
(562) 938-4118 FAX
Completed 05/06 \$520,247.88

32. La Habra Landscape & Electrical

City of La Habra
201 E. La Habra Blvd.
La Habra, CA 90631
Contact: Sam Makar
(562) 905-9720
(562) 905-9643 FAX
Completed 01/06 \$862,344.87

33. Yucca Park

City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012
Contact: Richard Chang
(213) 978-1912
(213) 978-1901 Fax
Completed 10/06 \$574,960.24

34. Fullerton High School Landscape

35. Fullerton High School Site Work

Erickson-Hall Construction Co.
1021 W. Bastanchury #110
Fullerton, CA 92833
Contact: Santosh Mhapsekar
(714) 738-4995
(714) 738-5194 Fax
Fullerton High School Landscape Completed 03/06 \$113,051.00
Fullerton High School Site Work Completed 03/06 \$239,422.00

36. Sidewalk, Curb & Gutter

City of Newport Beach
3300 Newport Blvd.
Newport Beach, CA 92663-3884
Contact: Frank Tran
(949) 644-3340
(949) 644-3308 Fax
Completed 05/06 \$595,341.00

37. Brea Blvd. Median Landscape

City of Brea
1 Civic Center Circle
Brea, CA 92821
Contact: Raul Lising
(714) 671-4450
(714) 990-2258 Fax
Completed 08/06 \$1,344,650.00

38. Villegas Park Improvements

39. Monroe Street Wall

40. Sidewalk Curb & Gutter

City of Riverside
3900 Main Street
Riverside, CA 92522
Contact: Daniel J. Simmons
(951) 826-5591
(951) 826-5542 Fax
Villegas Park Imp. Completed 2006 \$306,523.00
Monroe Street Wall Completed 10/2006 \$200,679.00
Sidewalk Curb & Gutter Completed 10/2006 \$948,142.00

41. West Chapman Ave. Parking Lot Expansion

City of Fullerton
303 West Commonwealth Ave.
Fullerton, CA 92832-1775
Contact: Mehrdad Miralaie
(714) 738-6866
(714) 738-3115 Fax
Completed 2006 \$353,903.0

42. Teen Square Improvements

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Contact: Jorge Roque
(310) 603-0220
(310) 635-0493 Fax
Completed 10/06 \$470,047.00

43. Harbor Hills Community Center

Community Development Commission of LA County
4800 E. Cesar E Chavez Ave.
Los Angeles, CA 90022
Contact: Bill Yee
(323) 260-3412
(323) 266-5930 Fax
Completed 09/06 \$209,034.00

44. Patricia Lane Park Improvements

City of Santa Ana
20 Civic Center Plaza M-22
Santa Ana, CA 92702
Contact: Ed Torres
(714) 647-5018
(714) 647-5058 Fax
Completed: 10/06 \$456,181.00

45. La Palma Play Area Rehabilitation

City of La Palma
7822 Walker Street
La Palma, CA 90623-1771
Contact: Ismile Noorbaksh
(714) 690-3310
(714) 523-2141 Fax
Completed: 10/06 \$245,372.00

46. Freeway Beautification

City of Riverside
3900 Main Street
Riverside, CA 92522
Contact: Daniel J. Simmons
(951) 826-5591
(951) 826-5542 Fax
Completed 09/06 \$245,685.00

47. Veterans Memorial

City of Paramount
16400 Colorado Ave.
Paramount, CA 90723-5012
Contact: Jack Perich
(562) 220-2000
(562) 630-6731 Fax
Completed 10/06 \$995,680.77

48. Ray Moore Stadium Improvements

CAL K-12
32598 Oak Glen Road
Yucaipa, CA 92399
Contact: Nolan Ballard
(909) 795-9169
(909) 795-9432 Fax
Completed 09/06 \$594,464.00

49. Fountain Valley Sidewalks

City of Fountain Valley
10200 Slater Ave.
Fountain Valley, CA 92708
Contact: Harry Drake
(714) 593-4606
(714) 593-4494 Fax
Completed 09/06 \$150,230.00

50. Civic Center Hardscape

City of Apple Valley
14955 Dale Evans Parkway
Apple Valley, Ca 92307
Contact: Gina Whiteside
(760) 240-7000
Completed 02/07 \$698,802.96

51. Mpower Parking Lot

City of Bellflower
16600 Civic Center Drive
Bellflower, Ca 90706
Contact: Paul Zweip
(562) 804-1424
(562) 925-8660
Completed 01/07 \$317,361.06

52. Loma Linda Tennis Courts

City of Loma Linda
25541 Barton Road
Loma Linda, Ca 92354
Contact: Eleazar Alex Rubalcava
(909) 799-2800
(909) 799-2890 Fax
Completed 12/06 \$351,278.42

53. Adelanto Road Imp.

City of Adelanto
11600 Airbase Road
Adelanto, Ca 92301
Contact: Wilson So
(760) 246-2300
Completed 11/06 \$967,788.90

54. Perris Blvd. Median

City of Moreno Valley
14177 Frederick Street
Moreno Valley
Contact: Ben Rahimian
(951) 413-3130
(951) 413-3170 Fax
Completed 12/06 \$96,967.05

55. Highland Sidewalks

City of Highland
7231 Boulder Avenue #531
Highland, Ca 92346
Contact: John G. Egan
(909) 748-0010
(909) 748-0016 Fax
Completed 01/07 \$283,989.03

56. Lincoln St. Park

City of Lake Elsinore
130 S Main St.
Lake Elsinore, Ca 92530
Dave Solomon
(951) 674-87-61
(951) 674-3124 Fax
Completed 3/07 \$769,634.40

57. Shirpser Elementary School

El Monte City School District.
3540 N. Lexington Ave.
El Monte, Ca 91731
Contact: Lila Hoverman
(909) 305-2332
(909) 305-2180
Completed 03/07 \$160,391.68

58.Mistletoe Park Imp.

City of San Jacinto
248 E. Street
San Jacinto, Ca 92583
Contact: Mike Emberton
(951) 654-4041
(951) 487-7382
Completed 02/07 \$220,966.60

59.Allendale Park

City of Pasadena
100 N. Garfield Ave.
Pasadena, Ca 91105
Contact: Alba Iraheta
(626) 744-4124
Completed 02/07 \$278,093.32

60.Ramsey Street Medians

City of Banning
99 E. Ramsey Street
Banning, Ca 92220
Contact: Arturo Vela
(951) 922-3130
(909) 922-3141 Fax
Completed 05/07 \$914,522.00

61.Boeing St.

City of Moreno Valley
14177 Frederick Street
Moreno Valley, Ca 92552
Contact: Christopher L. Wiberg
(951) 413-3135
(951) 413-3170 Fax
Completed 02/07 \$281,834.81

62.Alicia Parkway Medians

City of Laguna Hills
24035 El Toro Road
Laguna Hills, Ca 92653
Contact: Kenneth Rosefield
(949) 707-2650
(949) 707-2633
Completed 05/07 \$434,021.89

63.Cesar Chavez Park Imp.

City of South Gate
8650 California Avenue
South Gate, Ca 90280
Contact: Adel Freij Willdan
(323) 357-9657
(323) 563-9572 Fax
Completed 05/07 \$1,503,328.08

64.Chino Concrete Repair

City of Chino
13220 Central Avenue
Chino, Ca 91710
Contact: Jerry Perez
(909) 627-7577
(909) 591-6829 Fax
Completed 06/07 \$362,006.00

65.Chapman Ave. Streetscape

City of Stanton
7800 Katella Ave
Stanton, Ca 90680
Contact: Patricia A. Simpson
(714) 379-9222
(714) 890-3123 Fax
Completed July 2007 \$905,480.50

66.Imperial Highway

County of Los Angeles
900 South Fremont Avenue
Alhambra, Ca 91803
Contact: Hector Hernandez
(626) 458-5100
Completed June 2007 \$333,355.35

67.Fairplex Park & Ride

County of Los Angeles
900 South Fremont Avenue
Alhambra, Ca 91803
Contact: Jose Pou
(626) 458-5100
Completed 2007

68.Holifield Park

City of Norwalk
127000 Norwalk Blvd.
PO Box 1030
Norwalk, Ca 90651
Contact: Brenda L. De Jager
(562) 929-5700
(562) 929-5773 Fax
\$96,987.50

69.Veterans Park Walkway

City of Yorba Linda
4845 Casa Loma Ave.
P.O. Box 87014
Yorba Linda, Ca 92885
Contact: Steve Campbell
(714) 961-7100
Completed 04/07 \$139,643.00

70.Foothill Blvd. Medians

Lewis Operating Corporation
1156 North Mountain Ave.
P.O. Box 670
Upland, Ca 91785
Contact: Stacy Lin
(909) 985-0971
Completed 05/07 \$166,373.29

71.Foothill Blvd. Perimeter

Lewis Operating Corporation
1156 North Mountain Ave.
P.O. Box 670
Upland, Ca 91785
Contact: Stacy Lin
(909) 985-0971
Completed 05/07 \$475,333.22

72.Chino Hills Pkwy Monument

City of Chino Hills
2001 Grand Avenue
Chino Hills, Ca 91709
Contact: Anne Dutrey
(909) 364-2760
(909) 364-2791 Fax
Completed 4/07 \$300,175.00

73.Civic Center Park Landscape

City of Apple Valley
14955 Dale Evans Parkway
Apple Valley, Ca 92307
Contact: Gina Whiteside
(760) 240-7000
Completed 08/07 \$534,283.01

74.Friendship Park

City of Bellflower
16600 Civic Center Drive
Bellflower, Ca 90706
Contact: Paul Zweip
(562) 804-1424 Ext.2250
(562) 804-4465 Fax
Completed 11/07 \$919,500.00

75.Kessler Park

County of San Bernardino 157 W. 5th Street
San Bernardino, Ca 92415
Contact: Greg Bacon
(909) 387-6076
(909) 397-5968
Completed 9/07 \$456,152.00

76.Barstow High School Landscape

City of Barstow
551 South Avenue H
Barstow, Ca 92311
Contact: Steve Prince
Phone: (909) 989-9979
Completed 08/07 \$326,412.00

77.Laguna Niguel Amphitheater

City of Laguna Niguel
27791 La Paz Road
Laguna Niguel, Ca 92677
Contact: Nicholas Renn
(949) 362-43414
Completed 5/07 \$157,900.00

78.Valley High School

PCM3
1801 S. Greenville Street
Santa Ana, Ca 92704
Contact: Pamela Goodrich
(714) 662-0227
(714) 662-0233Fax
Completed 10/07 \$234,830.00

79.Chapman Ave and Katella Ave Streetscape

City of Stanton
7800 Katella Ave
Stanton, Ca 90680
Contact: Sean Crumby
(714) 379-9222 Ext. 204
(714) 890-3123 Fax
Completed July 2007 \$905,480.50

80.Cerritos Ave Streetscape

City of Stanton
7800 Katella Avenue
Stanton, Ca 90680
Contact: Sean Crumby
(714) 379-9222 Ext.204
Completed 9/07 \$1,059,468.62

81.Rivera Park

City of Pico Rivera
6767 Passons Blvd.
Pico Rivera, Ca 90660
Contact: Jose Rico
(562)802-4432
Completed 8/07 \$237,592.00

82..San Gabriel Blvd

City of San Gabriel
425 S. Mission Drive
San Gabriel, Ca 91776
Contact: Mark Moreno
(714)293-0278
(714) 973-2263 Fax
Completed 11/08 \$228,927.00

83..Tree Removal and Sidewalk

City of Bellflower
16600 Civic Center Drive
Bellflower, Ca 90706
Contact: Paul Zwiep
(562)804-1421 Ext. 2250
(562) 804-4465 Fax
Completed 6/07 \$183,182.00

84.Grace Street Reconstruction

City of Barstow
220East Mountain View Street
Barstow, Ca 92311
Contact:William Henderson
(760)255-5157
(760) 760-256-1750 Fax
Completed 6/07 \$297,741.00

85.Recreation Trail Improvements

City of Villa Park
17855 Santiago Blvd
Villa Park, Ca 92861
Contract: Blane Frandsen
(714) 973-2230
Completed 9/07 \$144,242.32

86.Veterans Memorial Park

City of Stanton
7800 Katella Avenue
Stanton, Ca 90680
Contact: Sean Crumby
(714) 379-9222 Ext. 204
Completed 12/07 \$1,096,382.35

87.Santa Fe High School

Whittier Unified School District
9401 S. Painter Ave.
Whittier, Ca 90605
Contact: Dan Romo
(562) 698-8121
(562) 693-5371
Completed 10/07 \$349,309.00
DSA Inspected

88. Curbs, Gutters & Sidewalks

City of El Segundo
350 Main Street
El Segundo, Ca 90245
Contract: Maryam Jones
(310)524-2361
Completed 9/07 \$182,201.00

89. Yucca Park

City of Indio
100 Civic Center Mall
Indio, Ca 92201
Contact: Connie Allen
(760) 391-4005
Completed 03/08 \$1,044,965.00

90. Foglesong Park

City of Barstow
220 East Mountain View Street
Barstow, Ca 92311
Contact: Jeanette Hayhurst
(760)255-5146
(760) 760-256-5621
Completed 02/08 \$381,825.00
Percent Completed 100%

91. Las Flores Park

City of Malibu
23815 Stuart Ranch Road
Malibu, Ca 90265
Contact: Arthur Aladjajian
(310) 456-2489
(310) 456-3356 Fax
Completed 09/08 2,040,673.00

92. Imperial Median

City of La Mirada
13700 La Mirada Blvd.
La Mirada, Ca 90638
Contact: Steve Forster
(562)902-2371
Completed 12/07 \$990,381.00

93.Rialto Concrete

City of Rialto
150 South Palm Ave.
Rialto, Ca 92376
Contact: Naddem Syes
(909) 421-4986
(909) 421-7210 Fax
Completed 11/07 \$170,701.00

94.UCR Parking Lot

The Regents of The University of California
3615A Canyon Crest Drive
Riverside, Ca 92507
Contact: John A. Friedrach
(951) 781-0811
(951) 781-8435 Fax
Completed 12/07 \$357,924.00

95.Serrano Creek Play Structure

City of Lake Forest
25550 Commercentre Dr.
Lake Forest, Ca 92630
Contact: Jesse Caballero
(949) 855-5764
(949) 855-7050 Fax
Completed 12/07 \$417,545.32

96.Azusa Ave. Medians

City of West Covina
1444 West Garvey Ave.
West Covina, Ca 91793
Contact: Sam Guitierrez
(626) 939-8734
(626)939-8660 Fax
Completed 12/07 \$325,320.00

97.Thompson Basketball Park

City of Oxnard
305 West Third Street
Oxnard, Ca 93030
Contact:Patricia C. Friend
(805) 385-7821
(805)805-385-8329 Fax
Completed 11/07 \$200,462.85

98.College Park

City of Oxnard
1060 Pacific Avenue. Building 2
Oxnard, Ca 93030
Contact: Patricia C. Friend
(805) 385-7821
(805) 385-8329 Fax
Completed 4/08 2,343,473.50

99.Warner Basin

City of Anaheim
200 S. Anaheim Blvd. Suite 276
Anaheim, Ca 92805
Contact: Caster D. Williams
(714) 765-5176
(714) 765-5225 Fax
Completed 3/08 166,199.00

100.Dog Park

City of Culver City
9770 Culver Blvd.
Culver City, Ca 90232
Contact: Hong Wang
(310) 253-5604
(310) 253-5626 Fax
Completed 3/08 \$123,102.00

101.Maxwell Park Renovation

City of Anaheim
200 S. Anaheim, Ca 92805
Contact: Robert Palaeologus
(714) 765-5175 Ext 5711
Completed 11/08 \$1,669,901.50

102.Whittier High School Quad

Whittier Union High School District
9401 So. Painter Ave.
Whittier, Ca 90605
Contact: Doug Orndorff
(562) 698-8121 Ext 1537
Completed 08/2008 \$1,009,783.00

103.Meadows Park

City of Lynwood
11330 Bullis Road
Lynwood, Ca 90262
Contact: Arsenio Frontela
(310) 603-0220
(310) 635-0493
Completed 9/08 \$1,473,593.20

104.Hesperia Civic Plaza

City of Hesperia
9700 Seventh Ave.
Hesperia, Ca 92345
Contact: David R. Burkett
(760) 947-1202
Completed 9/2008 \$3,500,000.00

105.PCH Roadway Improvements

City of Dana Pont
33282 Golden Lantern
Dana Point, Ca 92629
Contact: Todd Niemann
(949) 213-4231
Completed 09/2008 \$712,343.30

106.Dateland Park

City of Coachella
1515 Sixth Street
Coachella, Ca 92236
Contact: Mark Chappell
(760) 398-5744
(760) 398-1630
Completed 10/2008 \$1,679,765.61

107.Thornton & Windsor Parks

City of Santa Ana
P.O. Box 1988
Santa Ana, Ca 92702
Contact: William Albright
(714) 647-5029
Completed 9/2008 \$331,240.00

108. Dotson Park

City of Stanton
7800 Katella Avenue
Stanton, Ca 90680
Contact: Sean Crumby
(714) 379-9222 Ext. 204
Completed 12/08 \$1,866,279.00

109. Garcia Park

City of Rancho Cucamonga
10500 Civic Center Dr.
Rancho Cucamonga, Ca 91729
Contact: Karen Emery Mcguire
(909) 477-2740 Ext. 4080
(909) 477-2746 Fax
Completed 09/08 \$1,831,717.25

110. Estudillo Parking Lot

City of San Jacinto
595 S. San Jacinto Ave
San Jacinto, Ca 92583
Contact: Holly Binkley
(951) 654-3592
(951) 651-3672
Completed 8/08 \$215,783.00

111. Memorial Park Walkway & Walkway Lighting

City of Pasadena
100 North Garfield Ave
Pasadena, Ca 91109
Contact: Reny Q. Quijano
(626) 744-6741
(626) 744-3892
Completed 09/2008 \$130,000.00

112. Oak Glen Park Improvements

County of San Bernardino
157 West Fifth Street
San Bernardino, Ca 92415
Contact: Greg Bacon
(909) 387-5940
(909) 387-5968
Completed 2008
Original Contract \$911,488.00

113. Westmister H.S. Parking Lot

Huntington Beach U.H.S.D

5832 Bolsa Ave.,

Huntington Beach, Ca 92646

Contact: Celia Taylor

(714) 903-7000

(714) 372-8105

Completed 01/09 \$854,832.00

114. 1000 Palms Community Park

Riverside County Redevelopment

C/O Ian Davison Landscape Architecture, Inc.

3744 Tenth St. Suite 200

Riverside, Ca 92501

Contract: Ian Davison

(951) 683-1282

(951) 683-4352

Completed 12/08 \$ 775,000.00

115. Centennial H.S. Softball Park

Compton U.S.D

C/O DelTerra

13181 Crossroads Pkwy North Ste. 200

City of Industry, CA 91746

Contact: Lisa Estrada

(626) 839-9300

(626) 592-3595

Completed 11/08 \$310,000.00

116. Moorpark College Walkway

Ventura Community College

C/O Heery

103 Durley Avenue

Camarillo, Ca 93010

Contact: Dick Jones

(805) 384-8152

(805) 384-8155

Completed 12/08 \$359,956.00

117.Sky Water Trail Sidewalk

City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Contact: Mitchell J. Nieman
(760) 770-0348
(760) 202-1460
Completed 10/08 \$143,021.00

118.Playfield Expansion

Pomona Unified School District
800 S. Garey Ave
Pomona, Ca 91766
Contact: Ava Hill
(909) 397-4800
(909) 397-5050
Completed 11/2008 Original Contract \$257,205.00

119.Banning Parking Lot

City of Banning
99 E. Ramsey Street
Banning, Ca 92220
Contact: Holly Stuart
(951) 922-3138
(951) 922-3141
Completed 12/08 \$961,941.00

120.Ball Jr. High Concrete

Anaheim Unified School District
501 Crescent Way
Anaheim, Ca 92803
Contact: Ralph Figueroa
(714) 999-2188
(714) 520-5741
Completed 8/2008 \$198,698.00

121. Slauson Ave Median

Los Angeles County
900 South Fremont Ave 8th Floor
Alhambra, Ca 91803
Contact: Irma V. Serna
(626) 458-4951
(626) 458-2197
Completed 08/2008 \$ 698,729.00

122.Cypress St. Improvement

City of Highland

27215 Base Line

Highland, Ca 92346

Contact: Etta R. Pulce

(909) 890-1255

(909) 890-0995

Completed 09/09 Original Contract \$437,389.00

123. Huntington Beach HS Tennis Courts

Huntington Beach

Union High School District

5832 Bolsa Ave

Huntington Beach, Ca 92649

Contact: Celia Taylor

(714) 903-7000

(714) 372-8105

Completed 03/2009 \$1,475,370.00

124. Downtown Infrastructure

City of Indio

100 Civic Center Mall

Indio, Ca 92201

Contact: Mariano Aguire

(760) 541-4230

(760) 391-4021

Completed 09/2009 \$3,550,000.00

125.Soccer Field

Beverly Hills Unified School District

255 S. Lasky Drive

Beverly Hills, Ca 90212

Contact: Arturo Arce

(310) 550-8049

(310) 551-0287

Completed 05/2009\$363,935.00

126.Community Services Parking Lot

City of Westminster

8200 Westminster Boulevard

Westminster, Ca 92683

Contact: Jake Ngo

(714) 898-3311

(714) 895-4499

Completed 10/09 Original Contract \$237,314.00

127. Veterans Park Sports

City of Colton
650 N. La Cadena Dr
Colton, Ca 92324
Contact: Thomas I Williams
(909) 370-5099
Completed 11/2009 \$3,046,000.00

128. South Laguna Streetscape

City of Laguna Beach
505 Forest Ave
Laguna Beach, Ca 92651
Contact: Lisa M. Penna
(949) 497-0792
Completed 11/2009 \$848,282.00

129. Challenger Youth Center

County of Los Angeles
900 South Fremont Avenue
Alhambra, Ca 91803
Contact: Brian Soria
(626) 459-5100
Completed 06/09 Original Contract \$101,294.00

130. Tierra Bonita Park

City of Lancaster
44933 Fern Avenue
Lancaster, Ca 93534
Contact: Jon H Manager
(661) 723-6000
Completed 07/09 Original Contract \$101,294.00

131. Marina High School Courts

Huntington Beach U.H.S.D
5832 Bolsa Ave
Huntington Beach, Ca 92649
Contact: Celia Taylor
(714) 903-7000
Completed 10/2009 \$1,268,639.00

132.Thundersky Park

City of Riverside

3900 Main Street

Riverside, Ca 92522

Contact: Andy Emery

(951) 826-5311

Completed 10/2009 \$1,259,000.00

133.Mary Van Dyke Park

City of South El Monte

1415 N. Santa Anita Avenue

South El Monte, Ca 91733

Contact: Norma Macias

(626) 579-6540

Completed 12/2009 \$1,259,000.00

134.Prime Desert Pavilion

City of Lancaster

44933 Fern Ave

Lancaster, Ca 93534

Contact: Neal Knopik

(661) 72-6000

Completed 10/2009 \$145,674.00

135.Robinson Park

City of Pasadena

100 North Garfield Avenue

Pasadena, Ca 91109

Contact: Steven L. Wright

(626) 744-7389

Completed 12/2009 \$ 2,459,699.00

136.Westminster H.S. South Parking Lot

Huntington Beach Union High School District

5832 Bolsa Avenue

Huntington Beach, Ca 92649

Contact: Celia Taylor

(714) 903-7000

Completed 10/2009 \$ 1,065,526.00

137.Huntington Beach H.S. Fire lane

Huntington Beach Union High School District

5832 Bolsa Ave

Huntington Beach, Ca 92649

Contact: Nelson Cayabyab

(714) 903-7000

Completed 10/2009 \$664,687.00

138. Villa & Singer Restrooms

City of Pasadena
100 North Garfield Avenue
Pasadena, Ca 91109
Contact: Steven L. Wright
(626) 744-7389
Completed 7/2010 \$458,855.00

139. Lake Skinner Improvements

Riverside County Regional Park & Open - Space District
4600 Crestmore Rd
Riverside, Ca 92509
Contact: Jason Plotkin
(951) 955-0169
(951) 955-1383
Completed 7/2010 \$4,162,378.55

140. West Downtown Pedestrian Improvement

City of Santa Barbara
630 Garden Street
Santa Barbara, Ca 93102
Contact: Eric Maple
(805) 564-5377
(805) 897-2613
Completed 04/2011 \$2,299,220.00

141. Fairmount Park Universal Play Area

City of Riverside
3900 Main Street
Riverside, Ca 92522
(951) 826-2000
(951) 826-2005
Contact: Andy Emery
Completed 06/2010 \$2,207,907.00

142. Palm Dr & Pierson Streetscape

City of Desert Hot Springs
65-950 Pierson Blvd
Desert Hot Springs
(760) 329-6411
(760) 288-0606
Contact: Jonathan Joy
Completed 06/2010 \$3,221,889.93

143. Eastside Box & Woodward Parks

City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, Ca 92885
Steve Campbell
(714) 961-7168
Completed 06/2010 \$1,067,515.41

144. Peck Park

City of Los Angeles
1149 South Broadway
Los Angeles, Ca 90015
(213) 847-1922
Contact: Mary Carter
Completed 09/11 Original Contract \$3,636,946.00

145. Pioneer High School Sitework – Quad

Whittier Union High School District
9401 S Painter Ave
Whittier, Ca 90605
(562) 698-8121
Contact: Stephanie Ruterbeck
Completed 09/2010
Original Contract \$1,088,487.00

146. El Toro Park Renovation

City of Lake Forest
25550 Commercentre Dr Suite 100
Lake Forest, Ca 92630
(949) 461-3400
Contact: Luis Estevez
Completed 09/2010
Original Contract \$ 563,681.00

147. Van Wig Courtyard Renovation

Bassett Unified School District
904 N. Willow Ave
La Puente, Ca 91746
(626) 839-9300
Contact: Wilson Vasconez
Completed 10/2010
Original Contract \$ 648,276.00

148. Hunter Hobby Park

City of Riverside
3900 Main St
Riverside, Ca 92522
(951) 826-2012
(951) 826-2038
Contact: Ewina Lau
Completed 12/2011
Original Contract \$4,754,813.00

149. Costa Mesa High School

Newport – Mesa Unified School District
2985 – A Bear Street
Costa Mesa, Ca 92626
(714) 424-5000
Contact: James Lamond
Completed: 09/2010
Original Contract \$ 369,072.00

150. Sepulveda Basin Sports Complex

City of Los Angeles
221 N. Figueroa St. Ste 1510
Los Angeles, Ca 90012
(213) 202-2640
Contact: Mary E Alvarez
Completed 01/2012
Original Contract \$ 7,301,548.00

151. Corona Del Mar High School

Newport Mesa Unified School District
2985 – A Bear Street
Costa Mesa, Ca 92626
(714) 424-5000
Contact: Jeffery Trader
Completed 02/2011 \$916,155.00

152. Multi-Site Track & Field Improvements

Huntington Beach Unified H.S.D.
5832 Bolsa Ave
Huntington Beach, CA 92649
(714) 903-7000 x 4359
Contact: Celia Taylor
Completed 05/2011 3,208,884.00

153. Atwater Park

City of Los Angeles
221 N Figueroa Street
Los Angeles, Ca 90012
(213) 202-2640
Contact: Mary E Alvarez
Completed 12/2011 Original Contract: 2,170,632.00

154. Pier Bowl Lighting

City of San Clemente
910 Calle Negocio
San Clemente, Ca 92673
(949) 361-8267
Contact: Tim Shaw
Completed 07/11 Original Contract: 1,326,322.00

155. 4th Avenue Park

County of Los Angeles
4800 Cesar E Chavez Avenue
Los Angeles, Ca 90022
(323) 260-3449
Contact: Jeffrey Biben
Completed 5/12 Original Contract: 3,866,188.00

156. College Park

City of Oxnard
1060 Pacific Avenue
Oxnard, Ca 93030
(805) 385-7821
Contact: Patricia Friend
Completed 1/12 Original Contract: 11,056,475.00

157. Doty Trust Park

City of Riverside
3900 Main Street
Riverside, Ca 92522
(951) 826-2000
Contact: Andy Emery
Completed 5/12 Original Contract: \$3,531,462.00

158. Gibson Mariposa Park

City of El Monte
11333 Valley Blvd
El Monte, Ca 91731
(626) 580-2058
Contact: James Enriquez
Completed 01/12
Original Contract 2,905,629.00

159. Huntington Beach High School Athletic Field Imp

Huntington Beach Union High School District
5832 Bolsa ave
Huntington Beach, Ca 92649
(714) 903-7000
Contact: Celia Taylor
Completed 12/2011 Original Contract \$ 2,235,567.00

160. Cucamonga Elementary School Site Imp

Cucamonga School District
8776 Archibald Ave
Rancho Cucamonga, Ca 91730
(909) 484-1009
Contact: Lynn Ashton
Completed 08/11 Original Contract: \$212,426.00

161. Costa Mesa High School Paving & Landscape

Newport – Mesa Unified School District
2985 – A Bear Street
Costa Mesa, Ca 92626
(714) 424-5079
Contact: Jeffery Trader
Completed 09/11 Original Contract \$ 467,692.00

162. Don Julian Elementary Path of Travel

Basset Unified School District
904 N Wilson Ave
La Puente, Ca 91746
(626) 931-3000
Contact: Wilson Vasconez
Completed 08/11 Original Contract \$ 779,654.00

163. Atlantis Splash Pad

City of Garden Grove
11222 Acacia Parkway
Garden Grove, Ca 92842
(714) 741-5040
Contact: Sandra Segawa
Completed 03/12 Original Contract \$ 668,192.00

164. Costa Mesa H.S. Utilities

Newport – Mesa Unified School District
2985 – A Bear Street
Costa Mesa, Ca 92626
(714) 424-8950
Contact: Craig P. Scaringi
Completed 09/11 Original Contract \$ 1,215,274.00

165. Copper Hill Park

County of Los Angeles
900 South Fremont Ave
Alhambra, Ca 91803
(626) 300-2329
Contact: Claire Chang
Completed 5/2012 Original Contract \$ 795,555.00

166. Florence Ave. Parking Lot

County of Los Angeles Community Development Commission
1616 E. Florence Ave
Los Angeles, Ca 90001
(323) 864-2574
Contact: Chen Kao
Completed 1/2012
Original Contract \$364,104.00

167. Full Half Width

County of San Bernardino
222 W. Hospitality Lane
San Bernardino, Ca 92415
(909)386-8775
Contact: Arthur L Rivera
Completed 10/2012
Original Contract \$ 2,696,336.00

168. Tequesquite Park Imp.

City of Riverside
3900 Main St
Riverside, Ca 92522
(951) 826-2000
Contact: Andy Emery
Completed 6/2013
Original Contract \$7,016,220.00

169. Arlington H.S. Field Upgrades

Riverside Unified School District
3380 14th Street
Riverside, Ca 92501
951-352-6729
Contact: Chenchira (Jane) Jumnongslip
Completed 11/2012
Original Contract \$3,092,452.00

170. Roosevelt II Elementary School

San Bernardino City Unified School District
777 N. F Street
San Bernardino, Ca 92410
909-384-1785
Contact: Andres Ramirez
Completed 12/12
Original Contract \$1,088,938.00

171. Poly High School – Stadium Improvements

Riverside Unified School District
3380 14th Street
Riverside, Ca 92501
951-788-7147
Contact: Janet Dixon
Completed 01/12
Original Contract \$1,223,921.00

172. Monterey Ave Entrance

Desert Community College District
43-500 Monterey Ave
Palm Desert, Ca 92260
760-346-8041
Contact: Karen LeSassier
Completed 08/2013
Original Contract \$1,201,040.00

173. North Campus Front Quad Landscape

Long Beach Community College District

4901 East Carson Street

Long Beach, Ca 90808

562-938-4947

Contact: Margie Padron

Completed 5/2013

Original Contract \$2,271,564.25

174. Magnolia High School

Anaheim Union High School District

501 Crescent Way

Anaheim, Ca 92803

714-999-3511

Contact: Jennifer Ellmore

Completed 12/2012 Original Contact \$1,427,100.00

175. Fitness Park

City of Paramount

16400 Colorado Avenue

Paramount, Ca 90723

562-220-2000

Contact: Bill Pagett

Completed 4/2013

Original Contact \$3,767,348.23

176. Bagdouma Park

City of Coachella

1515 Sixth St

Coachella, Ca 92236

760-398-5744

Contact: Gordon Fisher

Completed 4/2013

Original Contract \$2,447,971.00

177. Hwy 18 Imp

Town of Apple Valley

14955 Dale Evans Pkwy

Apple Valley, Ca 92307

760-240-7000

Contact: Christopher Moore

Completed 4/2013

Original Contract: \$967,933.41

178.Valley College

San Bernardino Valley College District
114 S. Del Rosa Dr
San Bernardino, Ca 92408
Contact: Charlie NG
909-382-4000
Completed 4/2013
Original Contract: \$1,356,776.00

179.Orange Grove Park

Community Development Commission County of Los Angeles
700 W. Main St
Alhambra, Ca 91801
(323) 260-3449
Contact: Jeffrey Biben
Completed 01/14
Original Contract: \$1,756,889.72

180.D Street Improvements

City of Perris
101 N D Street
Perris, Ca 92570
Contact: Michael Morales
951-956-2120
Completed 11/2013
Original Contract: \$ 1,723,873.60

181.Chittick Field

City Of Long Beach
333 West Ocean Blvd 10th Floor
Long Beach, Ca 90802
Contact: Marily Surakis
562-570-6283
Completed 5/2014
Original Contract: \$7.1 MM

182.Avocado Heights Trail

County of Los Angeles
900 S Fremont Ave
Alhambra, Ca 91803
Contact: Irma Vasquez
626-458-4951
Completed 7/2014
Original Contract: \$4,038,400.00

183.Rimrock Road

City of Barstow
220 E Mountain View Street
Barstow, Ca 92311
Contact: JoAnne V. Cousino
760-256-3531
Completed 2/1014
Original Contract: \$ 7,547,936.24

184. Median Improvements

Town of Yucca Valley
58928 Business Center Dr
Yucca Valley, Ca 92284
Contact: Alex Qishta
760-369-6579
Completes 5/2014
Original Contract: \$2,161,147.00

185. Cedar Avenue

County of San Bernardino
825 E. Third St
San Bernardino, Ca 92415
Contact: Johnny Gayman
(909) 387-8104
Completed 06/2014
Original Contract: \$ 811,969.00

186. Rexford Intersection Imp.

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, Ca 90210
Contact: Alan Schneider
(310) 285-2400
Completed 5/2014
Original Contract: \$ 396,624.00

187.CDBG Sidewalk Imp

City of Corona
400 S. Vicentia Avenue
Corona, Ca 92882
Contact: Barry Ghaemi
(951) 739-4961
Completed 7/2014
Original Contract \$422,893.00

ATTACHMENT 3
PAGE 53 OF 59

188. W. San Gabriel River

City of Lakewood
5050 N. Clark Ave
Lakewood, Ca 90714
Contact: Kimberly McDowell
562-866-9771
Completed 11/2014
Original Contract \$912,903.00

189. Royal High School Track & Field

Simi Valley U.S.D
875 E. Cochran St
Simi Valley, Ca 93065
Contact: Pedro Avila
805-306-4500
Completed 11/2014
Original Contract \$1,845,235.00

190. Curb & Sidewalk Imp

City of Rialto
335 W. Rialto Ave
Rialto, Ca 92376
Contact: Marcus L. Fuller
909-820-2525
Completed 10/2014
Original Contract \$ 407,827.00

191. Ballfield No.5

City of Buenaventura
501 Poli Street
Ventura, Ca 93002
Contract: Melissa Yanez
805-654-7870
Completed 11/2014
Original Contract \$ 610,809.62

192. Oso Parkway Widening

City of Mission Viejo
200 Civic Center
Mission Viejo, Ca 92691
Contact: Kimberly Schmitt
949-470-3052
Completed 7/2015
Original Contract \$ 3,481,376.71

193. East Village Park

City of Oxnard
1060 Pacific Ave
Oxnard, Ca 93030
Contact: Ralph Alamillo
805-385-7821
Completed 5/2015
Original Contract \$ 1,396,440.00

194. Crown Valley Community Park

City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, Ca 92677
Contact: Nancy Palmer
949-362-4337
Completed 8/2015
Original Contract \$4,599,485.88

195. Roxbury Park

City of Beverly Hills
345 Foothill Road
Beverly Hills, Ca 90210
Contact: Alan Schneider
310-285-1188
Completed 5/2015
Original Contract \$996,626.00

196. Whitewater Park

City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, Ca 92234
Contact: John A. Corella
760-770-0340
Completed 8/2015
Original Contact \$ 2,499,241.00

197. Rutland & Gramercy Streets

City of Riverside
3900 Main St.
Riverside, Ca 92522
Contact: Danny Cwiak
951- 826-5341
Completed 04/2015
Original Contract \$368,657.00

198. D Street Imp. Phase 6

City of Perris
101 N. D Street
Perris, Ca 92510
Contact: Michael Morales
951-956-2120
Completed 05/2015
Original Contract: \$495,498.20

199. Grijalva Park

City of Orange
300 E. Chapman Ave
Orange, Ca 92866
Contact: Don Esquitz
714-532-6464
Completed 04/2015
Original Contract \$ 337,809.00

200. La Mirada Blvd Median Nose Imp.

City of La Mirada
13700 La Mirada Blvd.
La Mirada, Ca 90637
Contact: Lori Wolfe
562-943-0131
Completed 5/2015
Original Contact \$ 290,578.00

201. Lynwood Linear Park

City of Lynwood
11330 Bullis Rd
Lynwood, Ca 90262
Contact: Bruno Nauils
310-603-0220
Currently Working
Original Contract \$ 4,683,273.00

202. Civic Center Conservation Park

City of Ontario
303 East B. Street
Ontario, Ca 91764
Contact: Vern Steiner
909-395-2622
Completed 9/2015
Original Contract \$ 1,985,083.00

203. Orange Splash Pad Zone

City of Paramount
16400 Colorado Ave
Paramount, Ca 90723
Contact: Sarah Ho
562-220-2000
Completed 9/2015
Original Contract \$591,701.00

204. Perris Sound Wall

Perris Elementary School District
143 East 1st Street
Perris, Ca 92570
Contact: Gloria Gonzales
951-657-3118
Completed 8/2015
Original Contract \$ 558,772.00

205. Calipatria Capital Imp.

City of Calipatria
140 West Main St
Calipatria, Ca 92233
Contact: Jack
760-337-3883
Completed 8/2015
Original Contract \$643,784.00

206. Oxford Retention Basin

County of Los Angeles
900 S. Fremont Ave
Alhambra, Ca 91803
Contact: Rick Sun
626-458-5911
Currently Working
Original Contract \$8,004,089.00

207. Beverly Hills Concrete, Curb & Gutter

City of Beverly Hills
345 Foothill Rd
Beverly Hills, Ca 90210
Contact: Tristan D Malabanan
310-285-2512
Currently Working
Original Contact \$ 996,981.00



November 5, 2015

ADDENDUM NO. 1

SPECIFICATION NO. GS11-12, GS15-16, GS16-07, GS16-08

3Parks (4Parks) Improvements -Colonia, Wilson, Beck & Campus Dog Park

SCHEDULED BID OPENING DATE: NOVEMBER 18, 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. Bid Documents, B Section, Page B-1 -Project Title & Description -**REVISED** to 4Parks -Adding GS16-07-Campus Dog Park description and work. Bidders File Copy and Blue Bid Sheet are included.
2. Bid Documents, B Section, Page B-2 -Project Description -**REVISED** to 4Parks to ADD Campus Dog Park Improvements & Bldg. Demo description and work. Bidders File Copy and Blue Bid Sheet are included.
3. Bid Documents, B Section, Page B-3-Bid Schedule of Work and Prices-Bid List Item-**ADDED** Item #5-Campus Dog Park Improvements with Fence; **ADDED** Bid Alternate Item #8-Demo Small Bldg.; **ADDED** Bid Alternate Item #9-Supply & Install Dog Activity Equipment; Bidders File Copy and Blue Bid Sheet are included.
4. Bid Documents, B Section, Page B-4 - Bid Schedule of Work and Prices -**REVISED** Grand Total Base Bid to #1 -#5; **REVISED** Grand Total Bid Alternates to #6 -#10 and **REVISED** Grand Total Bid Submitted -Base & Alternates to #1 - #10; Bidders File Copy and Blue Bid Sheet are included..

B. The following changes/corrections/additions are made to the F Section, Technical Specifications:

1. Special Provisions, F Section, Specification Number GS16-07-Campus Dog Park: New Sections - 02-41-00 Site Prep & Removals; 03-30-00-Concrete Footing; 12-93-00-Site Furnishings; 32-31-16-Welded Wire Fence are all **ADDED** to the Specification and Copy is attached. (Addendum #1 -F-A-1 thru F-A-13).

2. Special Provisions, F Section, Exhibit A -Listed Dog Activity Equipment is **ADDED** to the Specification and List Copy is attached; Complete information packages for items are posted with Addendum #1 on CyberCopy project site.

B. The following changes/corrections/additions are made to the Drawings/Plans ADDED - GS11-12-Colonia Park -Sheet 1 thru Sheet 7; GS16-07-Campus Dog Park -Sheet 1 thru Sheet 3 and GS16-07-Campus Park Demo Bldg- Sheets 1 thru 2; the following Drawings are REVISED -GS15-16-Wilson Park- Sheet 3 thru Sheet 4; REVISED PORTLAND LOO is a DEFERRED SUBMITTAL- Noted on Drawing Sheet LT-1, 1 of 15 ;

11 X 17 SIZE COPIES OF ALL SHEETS REFERENCED ARE ATTACHED TO ADDENDUM & DRAWING SHEETS ARE POSTED ON PROJECT SITE WITH THIS ADDENDUM #1 FOR PRINTING OUT IN FULL SIZE.

Addendum No. 1

Specification No. GS11-12, GS15-16, GS16-07, GS16-08

3Parks (4Parks) Improvements-Colonia, Wilson, Beck, Campus Dog Park

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

1. Two (2) pages of text
Bid Sheets -Pages- B-1, B-2, B-3 & B-4 - Bidder's File Copy - 4 Pages
Blue Bid Sheets - Pages- B-1, B-2, B-3 & B-4 - 4 Pages
F Section Added Sections - 13 Pages
Exhibit A -Dog Activity & Related Equipment - 8 Pages (Covers)
Drawing GS11-12 - Sheets 1-7 - 7 pages
Drawing GS16-07 - Sheets T1, L1, L2 & Sheets T1, D1- Demo - 5 pages
Drawing GS15-16 - Sheets LT-1, LS-1, LC-1- 3 pages

Addendum No. 1 Received: Date: 11/14/15

C.S. Legacy Construction, Inc. 1461 S. East End Ave
Company Address of Company

[Signature] Pomona CA 91766
Authorized Signature City State Zip Code

Gregg Stumpf 909-590-2626
Name and Title, Typed Telephone Number, Including Area Code



Prime & Subs

Inspection Detail

Inspection: 316213560 - C.S.Legacy Construction Inc

Inspection Information - Office: Ca San Bernardino

Nr: 316213560 Report ID: 0950633 Open Date: 09/11/2013

C.S.Legacy Construction Inc

Barstow Rd & Eastbound On Rimrock Rd

Barstow, CA 92311

Union Status: NonUnion

SIC: 1541/General Contractors-Industrial Buildings and Warehouses

NAICS: 236210/Industrial Building Construction

Mailing: 13263 Yorba Ave, Chino, CA 91710

Inspection Type: Referral

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 11/04/2013

Close Case: 07/25/2014

Related Activity: Type

ID

Safety

Health

Referral

201151859

Yes

Yes

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				3		3
Current Violations				3		3
Initial Penalty				\$545		\$545
Current Penalty				\$200		\$200
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	3203 B02	11/04/2013	11/22/2013	\$100	\$275	\$0	11/18/2013	F - Formal Settlement
2.	01002	Other	3395 F03	11/04/2013	11/22/2013	\$0	\$135	\$0	11/18/2013	F - Formal Settlement
3.	01003	Other	3395 E	11/04/2013	11/22/2013	\$100	\$135	\$0	11/18/2013	F - Formal Settlement



Violation Detail

Standard Cited: 3203 B02 (18B-CA) General Indus, Accident Preven. Program

Violation Items

Nr: 316213560 Citation: 01001 Issuance: 11/04/2013 ReportingID: 0950633
Viol Type: Other NrInstances: 1 Contest Date: 11/18/2013
Abatement Date: 11/22/2013 X Nr Exposed: Final Order: 05/22/2014
Initial Penalty: \$275.00 REC: Emphasis:
Current Penalty: \$100.00 Gravity: Haz Category:

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	11/04/2013	\$275.00	11/22/2013	Other	
Penalty	F: Formal Settlement	05/22/2014	\$100.00	11/22/2013	Other	

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Violation Detail

Standard Cited: 3395 F03

Violation Items

Nr: 316213560 Citation: 01002 Issuance: 11/04/2013 ReportingID: 0950633
Viol Type: Other NrInstances: 1 Contest Date: 11/18/2013
Abatement Date: 11/22/2013 X Nr Exposed: Final Order: 05/22/2014
Initial Penalty: \$135.00 REC: Emphasis:
Current Penalty: Gravity: Haz Category:

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	11/04/2013	\$135.00	11/22/2013	Other	
Penalty	F: Formal Settlement	05/22/2014		11/22/2013	Other	

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Violation Detail

Standard Cited: 3395 E

Violation Items

Nr: 316213560 Citation: 01003 Issuance: 11/04/2013 ReportingID: 0950633
Viol Type: Other NrInstances: 1 Contest Date: 11/18/2013
Abatement Date: 11/22/2013 X Nr Exposed: Final Order: 05/22/2014
Initial Penalty: \$135.00 REC: Emphasis:
Current Penalty: \$100.00 Gravity: Haz Category:

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	11/04/2013	\$135.00	11/22/2013	Other	
Penalty	F: Formal Settlement	05/22/2014	\$100.00	11/22/2013	Other	



Establishment Search Results

Establishment	Date Range	Office	State
C. S. Legacy Construction Inc.	11/19/2010 to 11/19/2015	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)

[Return to Search](#)

By Date

Results 1 - 1 of 1

[Get Detail](#) [Select All](#) [Reset](#)

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
1	316213560	09/11/2013	0950633	CA	Referral	Partial	1541	236210	3	C.S.Legacy Construction Inc

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Sub

Establishment Search

Reflects inspection data through 11/17/2015

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.

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

Search By:

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](#)

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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.

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Establishment Search

Reflects inspection data through 11/17/2015

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.

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

Search By:

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](#)

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Sub

Establishment Search Results

Establishment	Date Range	Office	State
Taft Electric Company	11/19/2010 to 11/19/2015	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)

[Return to Search](#) 🔍

Results 1 - 1 of 1

By Date

[Get Detail](#) [Select All](#) [Reset](#)

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
1	1065502.015	05/22/2015	0950643	CA	Accident	Partial		325412		Taft Electric Company

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Inspection Detail

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1065502.015 - Taft Electric Company

Inspection Information - Office: Ca Van Nuys

Nr: 1065502.015 Report ID: 0950643 Open Date: 05/22/2015

Taft Electric Company

1700 Rancho Conejo Blvd.
Thousand Oaks, CA 91360

Union Status: NonUnion

SIC:

NAICS: 325412/Pharmaceutical Preparation Manufacturing

Mailing: 1694 Eastman Ave., Ventura, CA 93003

Inspection Type: Accident

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 05/22/2015

Close Case:

Related Activity: Type
Accident

ID
986121

Safety

Health

Case Status: OPEN

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CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08

SUBCONTRACTORS INFORMATION

BIDDER'S NAME E.S. Legacy Construction, 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 & CA DIR Registration Number	
			NUMBERS	CLASS
1. Force Corp. Inc	111 Main street Riverside, CA 92501	Fencing	886544 1000000850	B C-13
2. Case Land Survey	614 N. Eckhoff st. Orange, CA 92868	Survey	L5411 1000001533	Survey
3. Tapt Electric	1694 Eastman Ave Ventura, CA 93003	Electrical	772245 1000000149	A-B C-10
4.				

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

B-5

ATTACHMENT 5
PAGE 1 OF 1

CITY OF OXNARD
SPECIFICATION NUMBER GS11-12, GS15-16, GS16-08

REFERENCES

BIDDER'S NAME C.S. Legacy Construction, 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		
Crown Valley Community Park Imp.		
Owner	Project Location	
City of Laguna Niguel	Laguna Niguel, CA	
Project Cost	Project Manager	Telephone
\$4,599,485.88	Nancy Palmer	949-342-4337

Project Description		
East Village Park Improvement		
Owner	Project Location	
City of Oxnard	Oxnard, CA	
Project Cost	Project Manager	Telephone
\$1,396,440.00	Ralph Alamillo	805-385-7821

Project Description		
College Park Imp.		
Owner	Project Location	
City of Oxnard	Oxnard, CA	
Project Cost	Project Manager	Telephone
\$11,056,475.00	Ralph Alamillo	805-385-7821


SIGNATURE OF BIDDER Gregory Strunyor-
 President

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

Certificate of Publication

Ad #745221

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:

Oct. 17, 23, 2015

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

Dated this Oct. 23, 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 Numbers 3 Parks Improvements: GS15-06-Occoia Park, GS15-06-Wilson Park, GS16-06-Beck Park Project. The work will consist of improvements to hard scape, safety lighting, install a Portland Loo and bid alternate items to demo 2 small existing buildings with abatement and clean up. 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 or qualified to award 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 on-line Plan Room, CyberCopy, USA - www.cybercopyreprographics.com, or phone (805) 432-6748; fax (805) 432-6536 for a non-refundable fee of \$75.00 plus \$25.00 handling starting on MONDAY, OCTOBER 19, 2015. The Plans and Specifications may be obtained in electronic medium format CDs for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Office, Phone (805) 385-7821.

A non-mandatory Pre-bid Conference will be held in the City Council Chambers, Civic Center, 305 West Third St., Oxnard at 9:30 A.M. on WEDNESDAY, NOVEMBER 4, 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 on-line Plan Room, CyberCopy, 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, NOVEMBER 18, 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: 10/17/15, 10/23/15 Ad No. 745221

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

PROJECT SPECIFICATION NUMBERS

3 PARKS IMPROVEMENTS

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.

Oct 22, 29, 2015

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

29th day of October 2015


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Numbers - 3 Parks Improvements - GS11-12-Colonia Park; GS15-16-Wilson Park; GS16-08-Beck Park Project. The work will consist of improvements to hardscape, safety lighting, install a Portland Loo and bid alternate for demo of three small existing buildings including abatement and clean-up. 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 (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, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 handling starting on MONDAY, OCTOBER 19, 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 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, NOVEMBER 4, 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

ATTACHMENT 7
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Meeting Date: 10/13/15

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-2*Reviewed By: City Manager *M*City Attorney *JBB*Finance *n*

Other _____

DATE: September 29, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Manager *MHA*
General Services Department**SUBJECT:** GS11-12-Colonia Park Improvements, GS15-16-Wilson Park Improvements, and GS16-08-Beck Park Improvements

RECOMMENDATION

That City Council approve plans and specifications for Project Specification No. GS11-12 Colonia Park Improvements; GS15-16 Wilson Park Improvements; and GS16-08-Beck Park Improvements and authorize staff to conduct a public bid for these three projects; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.

DISCUSSION

Housing Related Parks (HRP-HCD) Grant funds have been approved for work on these three projects that include Colonia Park for installation of added safety lighting and remove and replace sidewalks; at Wilson Park demolition of the old restroom building and install a new restroom and improve landscape and path of travel; at Beck Park demolition of a small unused storage building and irrigation system repairs. Housing and Community Development grant funds under State of California Agreement 14-HRPP-9169 for Housing Related Parks (HCD -HRP) Grant and Resolution No. 14,705 were approved and authorized by Council for these park areas for use of those funds.

FINANCIAL IMPACT

State grant funds for the projects are appropriated as follows: Colonia Park in the amount of \$105,000 in Project 155704; for Wilson Park in the amount of \$270,000 in Project 155705; and for Beck Park in the amount of \$461,900 in Project 155703. Funds in the amount of \$172,080.84 of the Beck Park funds have been used by the City for purchase of new playground equipment; leaving a unencumbered balance of \$288,932 to conduct a public bid to install that equipment and demolition of this building and repair irrigation.

MH/pcf

Attachments: #1 – State of California Agreement 14-HRPP-9169
#2 - City Resolution No. 14,705
#3 – Admin Budget Adjustment

ATTACHMENT *6*
PAGE *1* 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: Ralph AlamilloAgenda Item No. L-3Reviewed By: City Manager [Signature]City Attorney SBZ Finance FL Other _____**DATE:** October 16, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Manager [Signature]**SUBJECT:** GS16-07- Campus Park Dog Park Fence Improvements**RECOMMENDATION**

That City Council approve plans and specifications for Project Specification No. GS16-07 Campus Park Dog Park Fence Improvements and demolition of the abandoned electrical building; authorize staff to conduct a public bid for this project; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.

DISCUSSION

Housing Related Parks (HRP-HCD) Grant funds have been approved for work on Campus Park. These funds will be used to demolish an existing abandoned 50 year old electrical building that is a hazard to homeless that continue to break in for shelter. The fence around the existing dog park, at the corner of H Street and 5th Street will be removed and replaced with a more aesthetically pleasing type as well. Accessories will also be added to enhance the use for the dog park as well. As part of the future master plan, the dog park location will be an integral element of the overall plan.

This item was presented and approved by the Parks, Recreation and Community Services Commission on October 28, 2015. The recommendation was to make the dog park larger and divide it into small and large sections with the addition of dog park elements such as dog waste station, signage, dog play toys and a future water station. The Commissioners also recommended that the funds be used on the dog park improvements instead of the building demolition.

Housing and Community Development grant funds under State of California Agreement 14-HRPP-9169 for Housing Related Parks (HCD -HRP) Grant and Resolution No. 14,705 was approved for the improvements to Beck Park, Campus Park, Colonia Park, and Wilson Park.

FINANCIAL IMPACT

Of the \$956,700 State grants funds awarded, \$119,800 has been appropriated to Campus Park Improvement Project No. I55702.

MH/pcf

Attachments: #1 – State of California Agreement 14-HRPP-9169
 #2 - City Resolution No. 14,705
 #3 - Layout plan

ATTACHMENT 8
 PAGE 2 OF 2

REQUEST FOR BUDGET ADJUSTMENT

Department: General Services
Project/Program
Manager: Michael Henderson

Date: December 15, 2015
Phone: 385-7950

Reason for Appropriation:

Transfer available budget from Beck Park to Campus Park, Willson Park & Colonia park (Fund 178); transfer budget from project 945702 to Colonia Park (Fund 351) to fund park improvements (A-7852)

Fund: **Parks/Rec. Grants-State (178)**

Expenditures / Transfers Out

COLONIA PARK HCD IMPROV (155704)

178-5737-826.86-05 IMPROV NOT BUILD-MAJOR RE 3,102

WILSON PARK HCD IMPROVE (155705)

178-5737-826.86-05 IMPROV NOT BUILD-MAJOR RE 100,733

CAMPUS PARK HCD IMPROVEME (155702)

178-5737-826.86-05 IMPROV NOT BUILD-MAJOR RE 29,286

BECK PARK HCD IMPROVE (155703)

178-5737-826.86-05 IMPROV NOT BUILD-MAJOR RE (133,121)

Total Expenditures 0

Net Change to Fund (178) Balance 0

Fund: **Park Fees-Quimby Reserve (351)**

Expenditures / Transfers Out

COLONIA PARK HCD IMPROV (155704)

351-5737-826.86-05 IMPROV NOT BUILD-MAJOR RE 53,132

CITYWIDE PARK REHAB PROG (945702)

351-9752-826.88-02 IMPROV NOT BUILD-MAJOR RE (53,132)

Total Expenditures 0

Net Change to Fund (351) Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 9

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I - 8

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, P.E., Interim Public Works Director
Public Works Department

SUBJECT: First Amendment to Agreement No. A-7736 with Harbor Offshore, Incorporated for On-Call Diving and Maintenance Services for Mandalay Waterways of Mandalay Bay, Westport and Seabridge Communities

CONTACT: Phillip Gregoire, Streets Manager
phillip.gregoire@ci.oxnard.ca.us, 797-8219

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to the Agreement No. A-7736 with Harbor Offshore, Incorporated to increase the amount by \$500,000 from an agreement value of \$250,000 to \$750,000 and extend the expiration date from December 15, 2015 to December 16, 2017.

BACKGROUND

On December 16, 2014, the City Council approved the Agreement No. A-7736 with Harbor Offshore, Incorporated for Professional Services. The City now would like to amend the contract for the aggregate of two additional one-year terms as provided in the agreement. The scope includes "on-call" diving services for in-water physical inspections, evaluations, and maintenance and repairs for seawalls, debris removal, slope protection, rip rap, and mud slopes of all waterways.

On October 17, 2014 staff issued a survey to four known contractors who perform this type of work requesting qualifications for on-call diving and maintenance service for the Mandalay Waterways. Two companies responded with a proposal, Global Diving & Salvage and Harbor Offshore, Incorporated. Both proposals were ranked on the information in their proposals according to their stated ability to perform the scope of work, their company profile and similar experiences, company

First Amendment to Agreement No. A-7736 with Harbor Offshore, Incorporated for On-Call Diving and Maintenance Services for Mandalay Waterways of Mandalay Bay, Westport and Seabridge Communities

December 15, 2015

Page 2

organization and key personnel performing the work, and their facility and technical approach. Staff ranked Harbor Offshore, Incorporated to be the most qualified contractor to perform the services due to their experience and familiarity with the scope of work to be performed.

FINANCIAL IMPACT

The value of Agreement No. A-7736 with Harbor Offshore is not-to-exceed \$750,000 through the three-year term ending December 16, 2017. Funds are available in the Community Facilities District Funds for the inland waterways of the Mandalay Bay Fund/Account No.121-3108-803-8210 of \$118,000, the Seabridge Fund/Account No.173-3108-803-8209 of \$18,000 and the Westport Fund/Account No.175-3108-803-8209 of \$9,000 for the cost of on-call diving and maintenance service during the remaining period of Fiscal Year 2015-16. These funds were approved by Council through the Fiscal Year 2015-16 budget process. The remaining costs for on-call diving and maintenance service will be included in the recommended budget for Fiscal Year 2016-17.

ATTACHMENTS

#1 - First Amendment to Agreement No. A-7736

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of December, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Harbor Offshore, Incorporated ("Vendor"). This First Amendment amends the Agreement entered into on December 16, 2014, by City and Vendor.

City and Vendor agree as follows:

1. After the second sentence in Section 3, the following sentence is hereby added: "Effective December 15, 2015, City and Vendor have agreed to extend this Agreement to December 16, 2017."

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

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

Jeff Terai, President
Harbor Offshore, Incorporated

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 Public Works Director

Phillip Gregoire, Project Manager

ATTACHMENT NO. 1
PAGE 1 OF 14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2015

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 MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME:	
	PHONE (A/C, No. Ext): 713-877-8975	FAX (A/C, No): 713-877-8974
INSURED Harbor Offshore, Inc. 5720 Nicolle Street Ventura, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Aspen Insurance UK Ltd	
	INSURER B: Great American Insurance Company	
	INSURER C: American Longshore Mutual Assoc., Ltd	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2CFXAAF5

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MSS4833	05/15/2015	05/15/2016	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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 ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A B C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	MSS4833 (MEL) WC429312300 (State Act) ALMA0121902 (USL&H)	05/15/2015	05/15/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$

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

City of Oxnard, its City Council, officers, employees and volunteers as additional insureds (except as respects to workers compensation) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor. The coverages provided shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages. The workers compensation policy provides waiver of subrogation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard
Risk Manager
Reference No. A-7736
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

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ACORD 25 (2014/01)

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I.S.O. CGL

Additional Insured CGU 13 0 T

The following amendments to the wording are effected: -

1. the first sentence of Insuring Agreement a. is deleted and replaced by the following:
 - a. We will pay those sums that the insured and any "additional insured" as far as applicable becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies.
2. The following is included in the Definitions: -

"additional insured" means any person or entity to whom the "insured" is obliged by an "insured contract" entered into before any relevant "occurrence" to provide insurance such as is afforded by this insurance with respect to "bodily injury" or "property damage" arising out of operations conducted by the "insured" but only to the extent required by any indemnity given by the "insured" in said "insured contract" to the "additional insured".
3. The following is included in the Definitions: -

"Third party" means any company, entity, or person other than an "insured" or other than a subsidiary, owned or controlled company or entity of an "insured". Notwithstanding Section II.2.a., your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) shall be treated as a "third party".

Additional Insured CGU 13 0 T

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Page 1 of 1

ATTACHMENT NO. 1
PAGE 3 OF 14

WAIVER OF SUBROGATION ENDORSEMENT

We agree to waive our rights of subrogation against any principal where waiver is required by written contract but only in respect of liability for Bodily Injury and/or Property Damage arising out of operations performed by you and only to the extent required under said written contract.

CGU12L

ATTACHMENT NO. /
PAGE 4 OF 14



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 388 5000 ph

WC 00 03 13
(Ed. 04/84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured HARBOR OFFSHORE, INC.		Policy No. WC429312300	
Company	Effective Date 05/15/2015	Premium \$ -	Endt. No.
Authorized Representative			

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE
ALL ENTITIES COVERED
ALL ENTITIES COVERED
ALL ENTITIES COVERED

Countersigned by _____
Authorized Representative

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement, effective 12:01 a.m. May 15, 2015, forms part of Certificate No. ALMA01219-02 issued to Harbor Offshore, Inc., by the American Longshore Mutual Association, Ltd. ("Association").

The Association waives its rights of subrogation against other individuals, firms, organizations or corporations but only when required by written contract and only to the extent required by that contract. This waiver shall apply only in respect to the specific contract existing between the Member and such other individual, firm, organization or corporation and shall not be construed to be a waiver in respect of other operations of such individual, firm, organization or corporation in which the Member has no contractual interest.

Date Issued: 5/13/2015

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of this Coverage Agreement, except as hereinabove set forth.

Form No. ALMAws (Ed. 02/02)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2015

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 Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Amber Hermus, CISR PHONE (A/C No. Ext): (805) 585-6197 FAX (A/C No.): (805) 585-6297 E-MAIL Address: ahermus@tolmanandwiker.com
INSURED Harbor Offshore, Inc. 5720 Nicolle St Ventura CA 93003-5647	INSURER(S) AFFORDING COVERAGE INSURER A: General Ins Co of America NAIC # 024732 INSURER B: RLI Ins Co 13056 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15-16 AUTO/HULL/P&I 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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	Y	24CC2765457	3/23/2015	3/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB 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		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	HULL & P&I	X	Y	HUL0500094	3/23/2015	3/23/2016	H&M \$1800 Ded/P&I \$1000 Ded P&I Limit H&M \$453,000 Total Values \$1,000,000

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

AUTO/HULL: City of Oxnard, its City Council, officers, employees and volunteers are Additional Insured as respects to Operations of the Named Insured per form CA71100307(Auto) and MANHUL05000941502(Hull). A Waiver of Subrogation is added in favor of the Additional Insured per forms mentioned above. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

Yesenia.Sanchez@ci.oxnard.

City of Oxnard
Risk Manager
Reference No. A-7736
300 West Third Street
Suite 302
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeff Dodds/AMBERH

ACORD 25 (2010/05)

INS025 (201005).01

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COMMERCIAL AUTO
CA 71 10 03 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

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.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

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.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 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; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

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. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

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.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. 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.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.

3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CONDITIONS

NAVIGATIONAL WARRANTY

Warranted that the vessel(s) be restricted to the inland and coastal waters of the State of Washington, however, as respects the 1990 20' Pontoon Boat this warranty is expanded to include the inland and coastal waters of State of California.

CREW WARRANTY

Warranted that it is a condition of this policy that there shall not be more than four (4) crew members employed aboard the insured vessel(s) at any one time or held covered provided prompt notice is given these underwriters as soon as an additional crew member(s) are added to this coverage, at additional premium to be agreed, if any.

LOSS PAYEE

As respects the Tug Reliable, the following is listed as a Loss Payee and Additional Insured, as their interests may appear:

Center Marine Service
22448 NE Jefferson Point Rd
Kingston, WA 98346

BLANKET ADDITIONAL INSURED

It is hereby agreed to include any person or organization as an Additional Insured under this policy to the extent you are obligated by an insured contract to include them as an Additional Insured, but only with respect to work. We waive any right of recovery we may have against any person or organization because of payment we make for bodily injury or property damage arising out of your work with that person or organization, but only to the extent that you are obligated by an insured contract to provide such waiver or rights or recovery and only with respect to your work. Permission is also granted to name Loss Payees as need by an insured contract.

DIVING EXCLUSION

It is hereby agreed that this Policy excludes all over the side activities and requires a CGL/MEL coverage is in place covering such exposures and policy runs concurrent to this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: (L-1)

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

A handwritten signature in dark ink, appearing to be "GN", located next to the "THROUGH" field.

FROM: Joseph Lillio, Chief Financial Officer
Finance Department

A handwritten signature in dark ink, appearing to be "JL", located next to the "FROM" field.

SUBJECT: Update on the City's Annual Financial Audit

CONTACT: Joseph Lillio
Joseph.Lillio@ci.oxnard.ca.us, 385-7475

RECOMMENDATION

That the City Council receive an update on the annual financial audit.

BACKGROUND

The City issued a Request for Proposals (RFP) in June 2015 for professional auditing and accounting services. The City received four proposals from qualified CPA firms. Based upon staff review with assistance from Management Partners, Eadie & Payne LLP was selected as the firm best meeting the needs of the City due to their extensive relevant experience with complex municipalities. On September 1, 2015 the City Council approved a 3-year agreement with Eadie & Payne LLP.

Eadie & Payne LLP completed the interim audit in early October. As a result of their interim audit and field work of the City's FY 2014-15 financials, Eadie & Payne LLP identified discrepancies in accounting practices and records. The auditors will provide a presentation on these key areas of concern as outlined below.

Discussion

1. City's trial balance from June 30, 2014 (closing FY 12-13) to July 1, 2014 (opening FY 13-14) was out of balance.
2. Bank reconciliations
3. Prior period adjustments identified

4. Internal control work and enterprise risk project
5. Golf course audit
6. Deferred compensation fund - \$19.9M
7. The City's financial audit and the issuance of the Comprehensive Annual Financial Report (CAFR) will be delayed until February 2016.

FINANCIAL IMPACT

There is no financial impact by accepting this report.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-2

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Citywide Sidewalk Survey Final Report and Recommendations

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council adopt a resolution approving the Final Report and adopting the negative declaration for the citywide sidewalk survey and recommendations for improvements to the pedestrian facilities within the public rights of way adjacent to areas built before 1992, consistent with available funding.

BACKGROUND

The City received a federal grant in the amount of \$177,000 for a citywide sidewalk survey in April 2012 from the Ventura County Transportation Commission (VCTC). The grant is for a citywide survey of the conditions of the City's sidewalks. The adopted 2012 *City of Oxnard Bicycle and Pedestrian Facilities Master Plan* (BPFMP) identified the sidewalk survey as a priority for pedestrians.

Citywide Sidewalk Survey Report and Recommendations. The sidewalk survey is an inventory of existing pedestrian facilities in the public rights of way adjacent to buildings built before 1992. The year 1992 was chosen as the cut-off for the survey area to identify the infrastructure built before the Americans with Disabilities Act (ADA) required sidewalk improvements. The grant did not provide enough funding for a survey of the more than 27 square miles of the City. Reducing the scope to a level that could be funded by the grant amount plus required match allowed the City to obtain the more meaningful information about the older pedestrian facilities likely to need the improvements due to age or the requirements of the ADA. The report is not a comprehensive assessment of the damaged sidewalks throughout the City.

The City hired a consultant, Sally Swanson Architects Inc., to conduct a video inventory of sidewalks, signs, curb ramps, and traffic calming devices using a geographic information system (GIS) to prioritize and select projects. Next, the consultant estimated pedestrian volumes across the City with a computer model. The computer model used employment density, transit frequency, special attractors (commercial areas, coastal/harbor area, schools, and parks), and posted road speed as variables to model the pedestrian demand. Field technicians conducted the ADA survey to assess intersections, public rights of way, slopes, and widths of pedestrian ways only within the high-demand pedestrian areas. The final report includes conceptual plans for ten high-priority projects, and tables listing the location and cost for constructing and repairing curb ramps, sidewalks, signage, striping and other infrastructure improvements to upgrade and enhance pedestrian access and safety. Education, encouragement, enforcement, and evaluation programs round out the policy recommendations.

The 2030 General Plan. The 2030 General Plan includes a goal for effective pedestrian circulation and safety. Attachment 3 provides the relevant General Plan policies. The sidewalk survey is consistent with the 2030 General Plan.

CEQA Compliance. The City published a notice of intent to adopt a negative declaration on October 8, 2015 in compliance with the California Environmental Quality Act (CEQA). The 20-day comment period closed on October 27. No comments were received during the comment period.

Public Outreach. The report was released to the public on October 5, 2015. The document was posted on the City's website (<http://developmentservices.cityofoxnard.org/7/76/364/>), and a notice of the report's availability was published through a press release. On October 5, copies of the report were provided to the City's public libraries and the Service Center at the Development Services Department, 214 South C Street. The consultant and staff presented the report to the Inter-Neighborhood Council Organization (INCO) at its meeting on October 7, 2015 to reach the public to identify and prioritize improvements. At the INCO meeting, several comments focused on specific damaged sidewalks, which was not within the scope of this project. The public comment period closed November 5, 2015. Comments are discussed in the last section of the report.

FINANCIAL IMPACT

Any actions implemented as a result of the citywide sidewalk survey report will have future financial impacts that will be estimated and described at the time of approval. The Citywide Sidewalk Survey, Project 133104, was funded by federal grant funds in the amount of \$177,000. Air Pollution Buydown funds in the amount of \$22,940 were used as the required 11.47 percent match for the grant.

ATTACHMENTS

#1 - City Council Resolution

#2 - Final Report for the Citywide Sidewalk Survey (web address:

<http://developmentservices.cityofoxnard.org/Uploads/Planning/Oxnard%20City%20Sidewalk%20Final%20Report%2011.25.15%20rev.pdf>

#3 - 2030 General Plan Goal and Policies for Pedestrian Circulation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING THE FINAL REPORT FOR THE CITYWIDE SIDEWALK SURVEY,
FILED BY THE CITY OF OXNARD DEVELOPMENT SERVICES DEPARTMENT,
214 SOUTH C STREET, OXNARD, CA 93030

WHEREAS, the City's *Bicycle and Pedestrian Facilities Master Plan* adopted in 2012 recommends a citywide sidewalk survey to evaluate locations for future improvements and states the survey should collect information including gaps in existing sidewalks and level of sidewalk condition; and

WHEREAS, the Final Report for the Oxnard Citywide Sidewalk Survey ("Report") includes a video inventory of sidewalks, signs, curb ramps, and traffic calming devices using a geographic information system (GIS) to prioritize and select projects. The Report estimates existing pedestrian volumes across the City. The Report contains an Americans with Disabilities Act (ADA) survey of the sidewalks, curb ramps, pedestrian push buttons, and crosswalks for the highest concentrations of pedestrian activity such as downtown, specific city parks, schools, and public buildings based on a computer model of pedestrian demand in Oxnard. The final Report includes conceptual plans for ten high-priority projects, tables listing the location and cost for constructing and repairing curb ramps, sidewalks, signage, striping and other infrastructure improvements; and recommends education, encouragement, and enforcement programs; and

WHEREAS, the survey focused the sidewalk inventory on pedestrian facilities in the public rights of way adjacent to properties built before 1992; and

WHEREAS, in accordance with the California Environmental Quality Act, the City of Oxnard provided public notice of the intent to adopt a negative declaration to analyze the potential environmental effects of this project, and the City Council finds on the basis of the whole record before it (including the initial study and any comments received) that there is no substantial evidence that the project will have a significant effect on the environment, and further finds that the negative declaration reflects the independent judgment and analysis of the City, and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the negative declaration is based are located in the Development Services Department, Transit Services Program of the City of Oxnard, and the custodian of the record is the Project Manager; and

WHEREAS, based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

- (1) The proposed Report is in conformance with the City of Oxnard 2030 *General Plan* and the elements thereof and other adopted standards. The Sidewalk Survey Report implements the specific goal and policies as follows:

Goal No. 8 for Infrastructure and Community Services (ICS): The city shall have a policy of providing safe bicycle and pedestrian circulation throughout the City.

ICS Policies that implement Goal ICS-8:

Policy ICS-8.1 Improved Bicycle and Pedestrian Safety

Promote safety by minimizing conflicts between automobiles, bicycles, and pedestrians with special attention to lighting resources on commercial corridors.

Policy ICS-8.3 Completing Bicycle and Sidewalk Network

Prioritize plans for bicycle and pedestrian facilities that provide continuity, and close gaps in the city's existing bike path and sidewalk network.

Policy ICS-8.5 Public Sidewalks and Pedestrian Orientation

Consider and require where appropriate and feasible the enhancement of the pedestrian environment as part of private development and public works projects, especially for public sidewalks.

Policy ICS-8.6 Americans with Disability Act (ADA) Handicap Requirements

Require installation of ADA compliant handicapped ramp curb-cuts and other ADA access with all new roadway construction and significant reconstruction of existing roadways, parking lots, plazas and pedestrian area, and parks.

Policy ICS-8.8 Educational Facilities

Coordinate with public school districts and other educational facilities to design pedestrian and bicycle access as the preferred access to schools rather than vehicular, and improve drop off and pick up circulation, especially during the morning and afternoon peak periods.

Policy ICS-8.9 Street Crossings

Design street crossings to provide for the safety needs of bicyclists and pedestrians in accordance with the designations set forth in the Bicycle and Pedestrian Facilities Master Plan.

Policy ICS-8.14 Connecting Facilities

Create a physical link for pedestrian and bicycle traffic between parks and recreation facilities as specified in the Bike and Pedestrian Facilities Master Plan.

- (2) The proposed Report will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.

The Report proposes methods to improve pedestrian circulation and safety through several programs and projects, and these proposals are not detrimental to the public health, safety, and general welfare.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the negative declaration and approve the Final Report for the Citywide Sidewalk Survey and staff is directed to implement the recommendations of the ten high-priority projects identified in the Final Report consistent with available funding.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tim Flynn, Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

**FINAL REPORT
FOR THE
OXNARD SIDEWALK SURVEY**

OXNARD, CALIFORNIA

NOVEMBER 2015

PREPARED FOR

THE CITY OF OXNARD

PREPARED BY

FEHR & PEERS



ATTACHMENT ²
PAGE 1 OF 111

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INTRODUCTION

This report documents the process undertaken for the City of Oxnard Sidewalk Survey project conducted by Fehr & Peers and Sally Swanson Architects, Inc. This project was identified as a recommended priority within section 8.2.2 of the 2012 *Bicycle and Pedestrian Facilities Master Plan* (BPFMP) adopted by the City of Oxnard.

The scope of work for this project included the following major tasks:

1. Perform a video inventory of sidewalks, signs, curb ramps, and traffic calming devices within the entire City of Oxnard (within parcels built pre-1992) to determine gaps and condition of the existing sidewalks provided.
2. Estimate existing pedestrian volumes and demands across the city.
3. Complete field surveys of areas determined to have the highest concentration of pedestrian activity as estimated previously, including areas such as downtown, specific city parks, schools, and public buildings. The field surveys assessed features within intersections and public rights of way in compliance with Americans with Disabilities Act (ADA) codes and guidelines.
4. Perform public outreach within the City of Oxnard to help identify and prioritize locations within the city for future improvements.
5. Create a Geographic Information System (GIS) database for the City of Oxnard to identify and prioritize current and future projects as funding sources to be allocated for repairs to parts of the city's sidewalks and public rights of way.
6. Prepare final reports that include:
 - a. Conceptual plans including recommendations for identified high-priority areas.
 - b. Tables listing location and estimated cost of construction to repair features within identified high-priority areas.
 - c. Recommend education, encouragement, and enforcement programs.

Each of the following sections of this report represents a stage of the analysis in the project, including the assessment, results, and recommendations.

- First, the segments that are anticipated to have the highest number of pedestrians were identified using a GIS-based pedestrian demand model, taking into account demographic variables as well as land use variables. This process is documented in the Pedestrian Demand Model Memorandum.
- Second, the highest demand segments were assessed for compliance with ADA requirements and prioritized based on an ADA Severity Average score comprised of various deficiencies such as curb cuts, sidewalk running slope, cross slope, pedestrian push buttons and bus stops. This process is documented in the Oxnard ADA Narrative: High Pedestrian Demand Areas.
- Third, policies and programs were recommended that could be implemented in tandem with infrastructure improvements in order to further expand pedestrian safety and access. These recommendations include an assessment of policies and programs that the City of Oxnard already has in place. These recommendations are documented in the Policies & Programs Memorandum.

- Finally, conceptual plans and graphics were developed for inclusion into project sheets for the top ten highest demand areas, prioritized based on their ADA Severity Average score as determined in the second section of this report. The recommended treatments address the ADA deficiencies as well as improve the general pedestrian environment through treatments designed to increase safety and comfort for people walking. These concepts and graphics for the top ten highest demand areas, along with relevant design standards and crash reduction factors (where applicable) are shown in the Project Sheets section of this report.
- Attachment A details the assumptions and per-unit costs used to derive the planning level cost estimates in the Project Sheets.

In addition to these memoranda and this final report, all data related to the demand model and the ADA survey has been provided to the City of Oxnard and is available upon request via CD-ROM.

PEDESTRIAN DEMAND MODEL MEMORANDUM

ATTACHMENT 2
PAGE 6 OF 111

MEMORANDUM

Date: November 11, 2015

To: City of Oxnard and Sally Swanson Architects

From: Fehr & Peers

Subject: Oxnard Sidewalk Survey – Pedestrian Demand Model (Final)

Ref: LA14-2716

INTRODUCTION

This report describes the pedestrian demand model methodology used to estimate relative demand for pedestrian facilities in Oxnard. The pedestrian demand model is one component of the Oxnard Sidewalk Survey project which identifies deficiencies in the pedestrian environment and develops a prioritization plan to address those deficiencies in the areas where they are needed most. This memo serves as the deliverable for Phase II A: Technical Memorandum including GIS-based graphics documenting results of the model process and showing pedestrian demand levels.

The pedestrian demand model utilizes physical and socioeconomic variables to predict where the demand for pedestrian activity will be highest. The Oxnard model uses variables which have been found to have a statistically significant effect on pedestrian demand based on a fully-validated statistical model developed by Fehr & Peers.

This report includes the following sections:

- Methodology and approach
- Maps of variables included in the model
- Results of the pedestrian demand model
- Summary and conclusion

METHODOLOGY AND APPROACH

This section describes the approach towards developing a pedestrian demand model and the methodology used for the City of Oxnard. This analysis produced estimates of relative pedestrian activity at the street segment level. After aggregating seven key variables, the values associated with each variable were assigned to the closest street segment. Then, the model results were calculated using a regression equation with weighted coefficients for each variable based on the result of previous Fehr & Peers research on pedestrian demand modeling.

ATTACHMENT 2
PAGE 7 OF 111

The variables listed in Table 1, below, are based on research Fehr & Peers conducted for the US Environmental Protection Agency (EPA) on the relationship between the built environment and travel patterns. Seven key variables were selected from this set for use in the Oxnard pedestrian demand model. Five variables were included based on statistical significance in a fully-validated pedestrian demand model conducted by Fehr & Peers for a different Southern California coastal city, and two additional variables were included at the request of City of Oxnard staff.

Table 1: Variables Related to Pedestrian Demand		
Variable	Source	Status
Statistically Significant Variables		
Employment Density	2010 Longitudinal Employer-Household Dynamics data (via US Census Bureau)	<i>Included in pedestrian demand model</i>
Transit Frequency (# of transit vehicles stopping in PM Peak period – 4pm-7pm – in one direction)	City of Oxnard, Gold Coast Transit	<i>Included in pedestrian demand model</i>
Commercial Districts	City of Oxnard	<i>Included in pedestrian demand model as a "Special Attractor" using the same weight as schools, parks, and coastal areas</i>
Proximity to Coast	US Census – TIGER file	<i>Included in pedestrian demand model as a "Special Attractor" using the same weight as schools, parks, and commercial areas</i>
Speed Limit	City of Oxnard, Ventura County Fire Department	<i>Included in pedestrian demand model</i>
Additional Variables – Not Statistically Significant		
Population Density	2010 US Census	Not included in pedestrian demand model
Transit Proximity (Bus & rail stop /station locations)	City of Oxnard, Gold Coast Transit, MetroLink	Not included in pedestrian demand model
Student Presence	City of Oxnard, Oxnard School Districts, 2012	<i>Included at the request of City of Oxnard staff as a "Special Attractor" using the same weight as parks, commercial areas, and coastal areas</i>
Proximity to Parks	City of Oxnard	<i>Included at the request of City of Oxnard staff as a "Special Attractor" using the same weight as schools, commercial areas, and coastal areas</i>
Age (% under 16 and 65+)	US Census – ACS 2013 5-Year Estimates	Not included in pedestrian demand model
Income (Median Household Income)	US Census – ACS 2013 5-Year Estimates	Not included in pedestrian demand model
Vehicle Ownership	US Census – ACS 2013 5-Year Estimates	Not included in pedestrian demand model
Commute (% walking to work)	US Census – ACS 2013 5-Year Estimates	Not included in pedestrian demand model
Street Segment Length	City of Oxnard, Ventura County	Not included in pedestrian demand model
Intersection Density	City of Oxnard, Ventura County	Not included in pedestrian demand model
Street Slope	City of Oxnard	Not included in pedestrian demand model
Land Use Mix	EPA Smart Location Database, 2010	Not included in pedestrian demand model
Pedestrian Facilities	City of Oxnard	Not included in pedestrian demand model
Bicycle Facilities	City of Oxnard	Not included in pedestrian demand model
Pedestrian Collisions	SWITRS / TIMS	Not included in pedestrian demand model

The exclusion of variables listed in the table above from the pedestrian demand model should not be cause for concern. In a statistical regression, many variables are "collinear" – or so highly correlated such that including both variables would not increase the accuracy of the model. Five of the seven variables that were ultimately included are the result of a fully-validated, statistically significant model using the variables that produce an effect on pedestrian demand. Two additional variables were included at the request of City of Oxnard staff to capture the local importance of parks and schools within Oxnard communities.

The values for each of the variables used in the model were joined to the street segments that were closest to the feature which contained the data. This process of operationalizing the data, along with any manual adjustments made during the process, is summarized in Table 2.

Table 2: Operationalizing the Variables		
Variable	Join/Merge Method	Manual Adjustments
Speed	Default speed already assigned to each street segment in the data file.	Manually corrected street segments where the default speed should be 10 mph but was coded as 1 mph in the data (Palm, Aspen Glen, Orange Mall, and Cedar Cove). Manually adjusted street segments representing gates to be the same speed as the adjacent segments, rather than 0 mph as they were coded in the data. Manually adjusted street segments to reflect 85 th percentile speed instead of posted speed, where data were provided by City of Oxnard.
Bus Frequency	Bus stops assigned the value of the sum of the number of buses between 4pm-7pm, for all lines stopping at that site. Street segments took the value of the closest bus stop within a 100 ft radius, which only captures one direction of transit activity.	Manually adjusted street segments 3864 and 6378 (4th St) to take bus frequency attributes of Stop ID 10001 (Oxnard Transit Center) which was >100 feet from the street segment. Manually corrected spatially overlapping bus stops at C St near Centerpoint Mall to reflect the sum of all lines at that stop. Manually removed buses from the bus yard at 3 rd and Hayes, which is not a stop that generates pedestrian traffic. Manually added VISTA bus lines to respective bus stops.
Commercial Zoning	Areas zoned Central Business District, Neighborhood Commercial, Commercial, Office, Shopping Center, Business Research Park, or Coastal Visitor-serving Commercial took value of 1; all else took 0. Street segment took the value of 1 if any overlying or adjacent parcels were coded 1; otherwise took 0.	Manually added several parcels that were absent from the zoning shapefile. Manually added commercial parcels in Ventura County and City of Port Hueneme that fell within ½ mile of the City of Oxnard border.
Employment Density	Street segment took the value of the overlying census block. Where the street segment was on the border of two or more census blocks, street segment took the average of them.	Manually corrected employment data assigned to Justin Way to reflect fewer jobs per square mile. Manually divided Census tract near Bubbling Springs Park into commercial segment and park segment; assigned jobs per square mile to commercial segment only.
Distance to Coast	Area within 2000 feet of coast and/or harbor assigned a value of 1. Street segment took the value of 1 if within 2000 ft coastal area.	None
Schools	School parcels assigned a value of 1. Street segments within 100 feet of a school took the value of 1.	None
Parks	Park parcels assigned a value of 1. Street segments within 100 feet of a park took the value of 1.	Manually added linear parks near Sea Bridge, manually removed golf course near northern city boundary.

Once the variables were attached to street segments, the regression equation from Fehr & Peers' previous pedestrian demand modeling was applied. A regression equation correlates independent variables to a dependent variable, allowing us to investigate how much of an effect, for example, speed (independent variable) has on pedestrian demand (dependent variable). The regression equation has an "R² value" which represents how much of the effect is caused by the independent variable.

To investigate the effect of multiple variables, the equation simply includes a different coefficient for each variable, based on the relative impact of that particular variable on the cumulative effect produced. The equation also includes a constant, which is used to place the regression equation onto a graph – it represents the place where the regression line would cross the y-axis.

Regression equations are produced in the following format:

$$Y = C + X_1B_1 + X_2B_2 + X_3B_3 + X_4B_4...$$

Where:

Y = Dependent variable (Pedestrian Demand)

C = Constant

X₁ = Variable 1

B₁ = Coefficient 1

The regression equation used for the pedestrian demand model is as follows:

$$Y = 222 + [\text{Employment Density}] (0.003217) + [\text{Transit Frequency}] (3.675) + [\text{Special Attractors}] (82.695) + [\text{Speed}] (-5.699)$$

Where:

Y = Relative Pedestrian Demand

C = 222

Employment Density = Jobs per Square Mile

Transit Frequency = Number of buses arriving between 4pm and 7pm, by bus stop in a single direction

Special Attractors = Coastal/Harbor Area, Schools, Parks, and Commercial Areas

Speed = Default Speed or 85th Percentile Speed, where available

This equation uses the same coefficients and the same constant as the original regression model. The R² value of the equation for the original regression model was 0.584, and we assume that it would be similar in this context. As noted earlier, the R² value signifies how much of an interaction is explained by the variables included in the model, and values can range from 0 to 1. Therefore, this model, as originally applied, explained roughly 58% of the observed pedestrian activity. As a predictive tool, we can assume it explains roughly 58% of the pedestrian activity expected in Oxnard. The original model tested numerous additional variables, with the highest R² value obtained using the five variables referenced above. These variables formed the basis for the Oxnard model, supplemented by two additional variables included at the request of the City of Oxnard staff.

MAPS OF VARIABLES

This section includes maps of the variables included in the pedestrian demand model. As discussed in the section above, these variables include:

- Speed
- Bus frequency during afternoon peak (4pm-7pm)
- Employment density
- Commercial zoning
- Coastal/Harbor Areas
- Schools
- Parks

Figures 1-6 illustrate the spatial distribution of the individual variables across the City of Oxnard.

In Figure 1, speeds reflect the 85th percentile speed where available, or the default speed where no data were available for operating speeds. Local roads in the City of Port Hueneme have a default speed of 35 mph while local roads in the City of Oxnard primarily have a default speed of 25 mph or less. This difference accounts for the stark contrast in the majority of the roads shown in Port Hueneme.

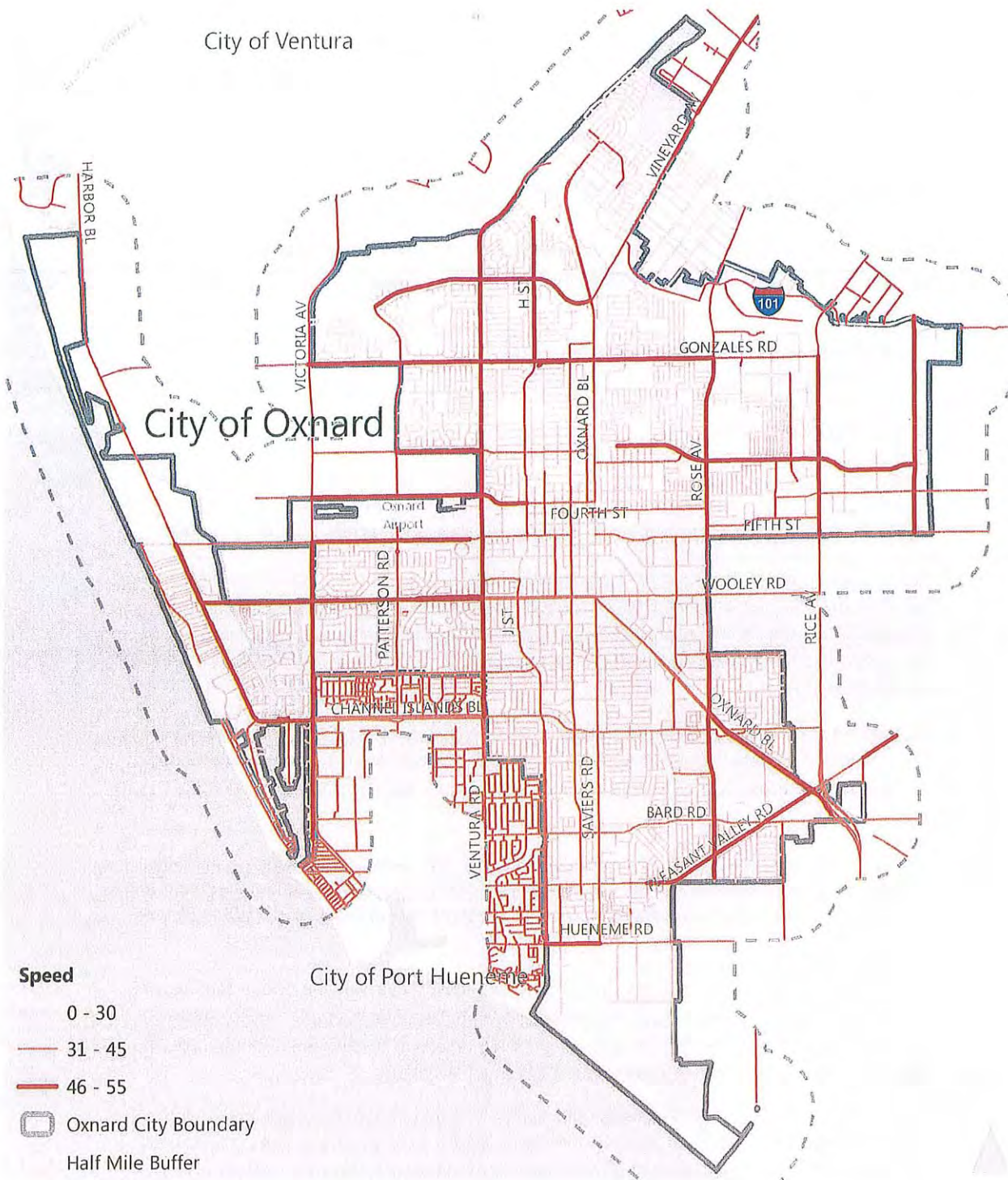
Figure 2 displays the number of buses arriving at a given stop, in one direction, in the peak period of 4 PM – 7 PM. The data include bus arrivals from Gold Coast Transit and Ventura County Transportation Commission's VISTA Bus (Conejo Connection, Coastal Express, and CSUCI – Oxnard).

Figure 3 displays the number of jobs per square mile by census block, where available. Employment data was unavailable for some census blocks, since some blocks are entirely residential or otherwise employ no people, and therefore some census blocks lack data in Figure 3.

Figure 4 illustrates the commercial areas used in the Special Attractor variable, within the City of Oxnard, the City of Port Hueneme, and Ventura County. This map includes a planned commercial parcel at Rose Avenue and Camino Del Sol, as identified in the Northeast Community Specific Plan. This parcel was included at the request of City of Oxnard staff.

Figures 5 and 6 display the additional categories included within the Special Attractor variable – coastal/harbor areas (Figure 5), and schools and parks (Figure 6). Linear parks were added near the Sea Bridge development in the southwest part of Oxnard, and the golf course near the northern boundary of the city was manually removed based on discussions with City of Oxnard staff.

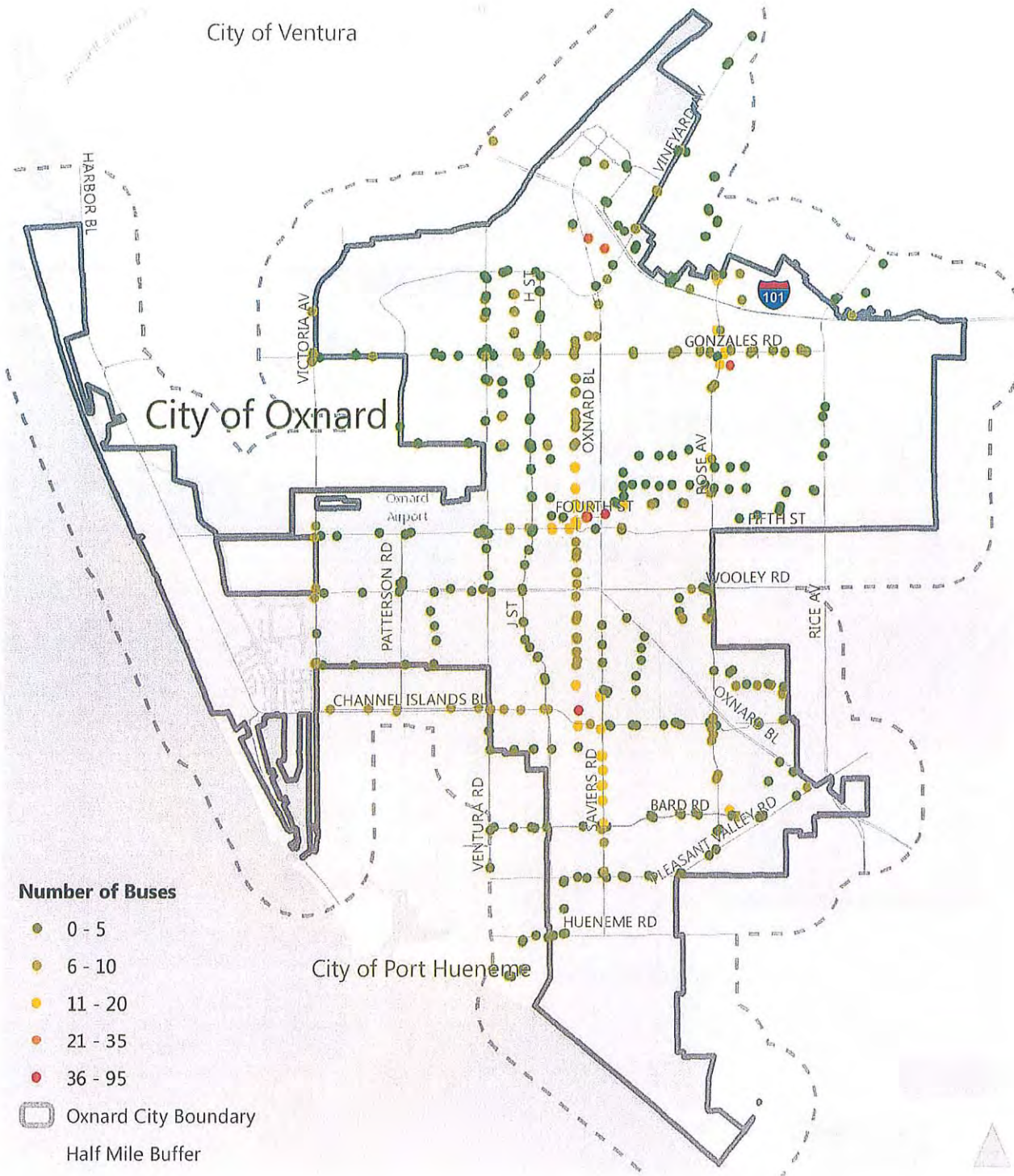
City of Ventura



Note: The default speed on local streets in the City of Port Hueneme is 35 mph, while the default speed of many local streets in the City of Oxnard is 25 mph or less, which explains the contrast in color despite similar types of roads. The default speeds have been used in the Pedestrian Demand Model, though the operating speeds may be similar.

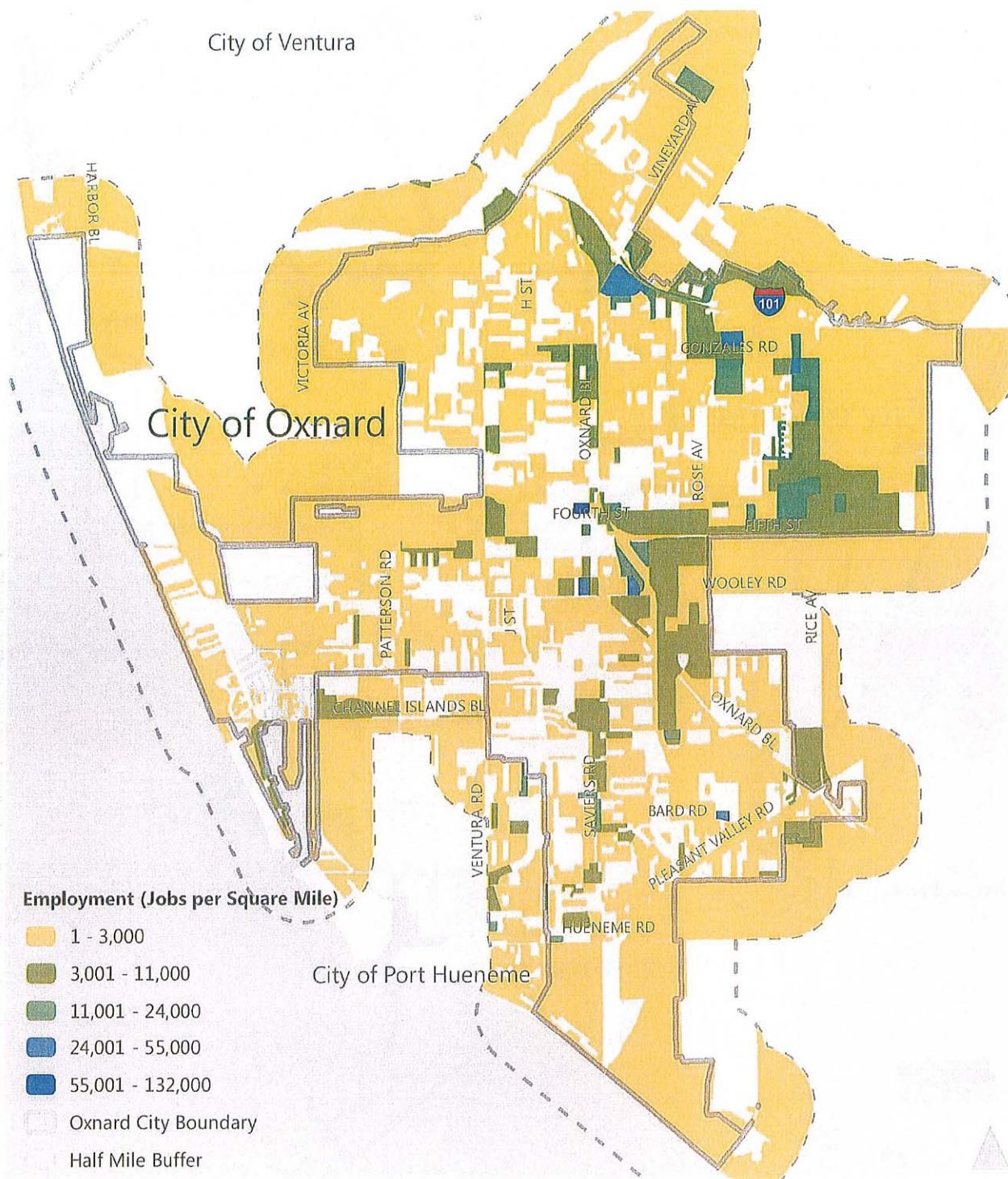
Speed (Default Speed or 85th Percentile Speed, where available)

City of Ventura



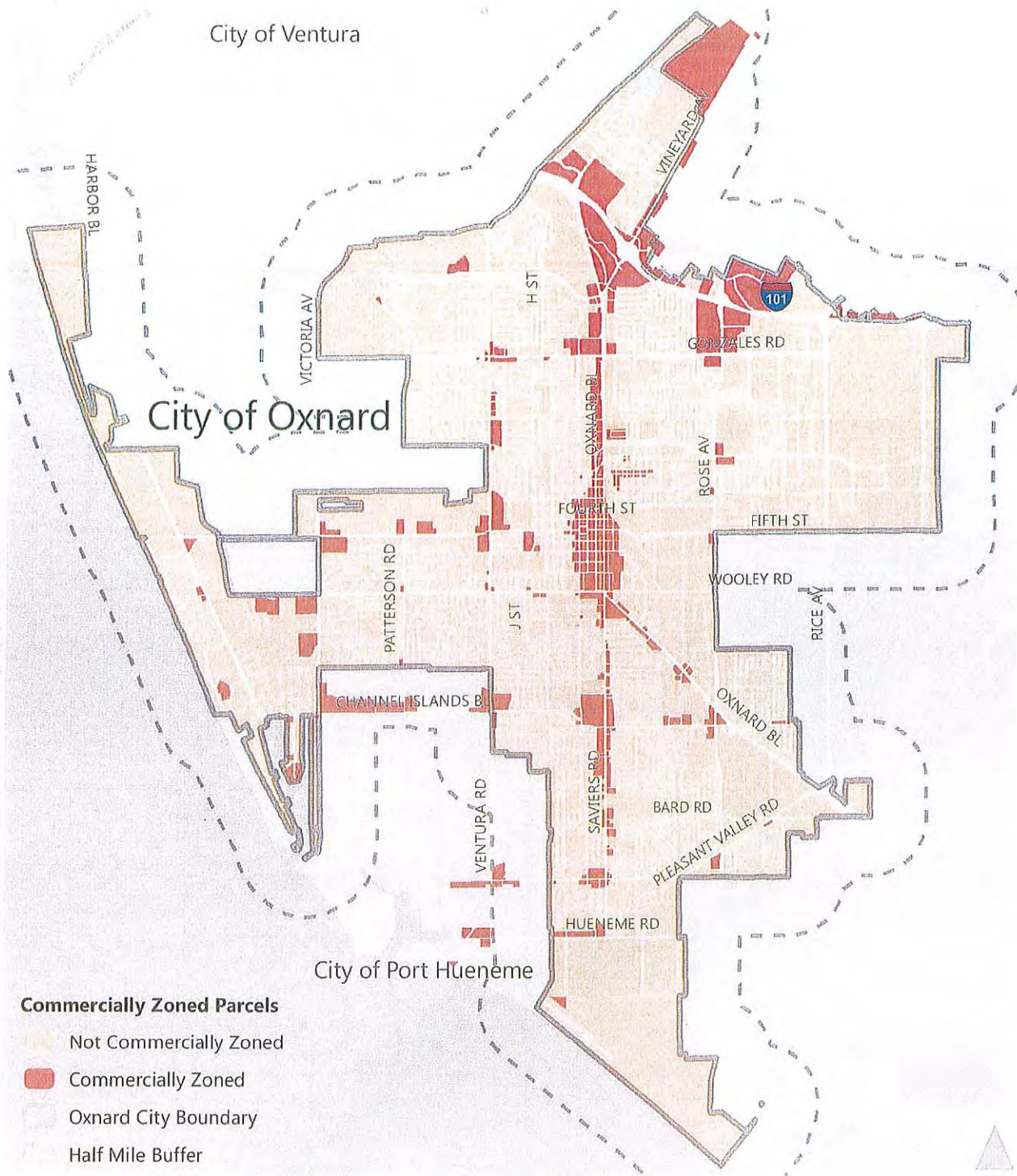
Total Number of Bus Arrivals by Bus Stop
Between 4 PM - 7 PM, in One-Way Direction

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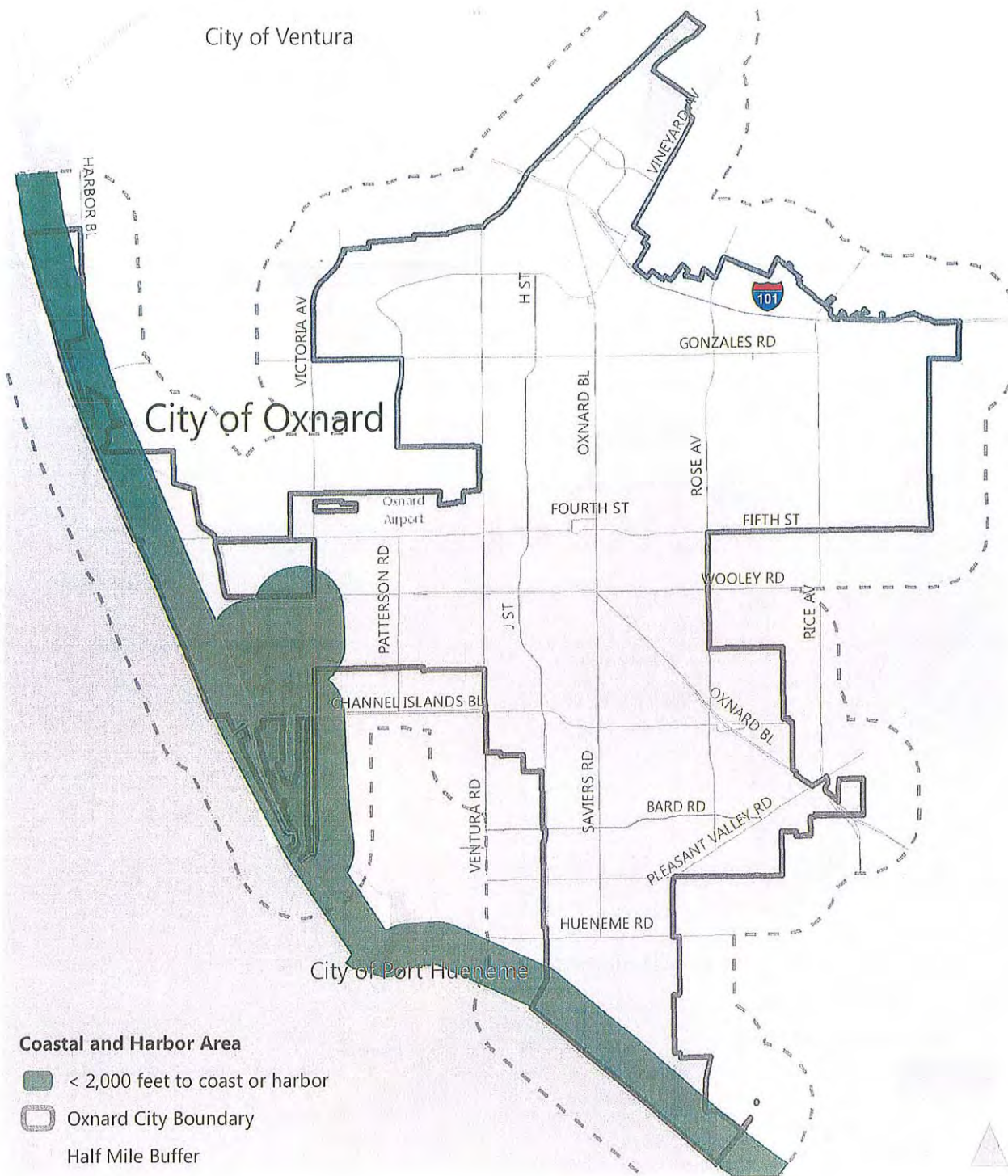


Employment Density
(Longitudinal Employer-Household Dynamics data, 2010)

City of Ventura

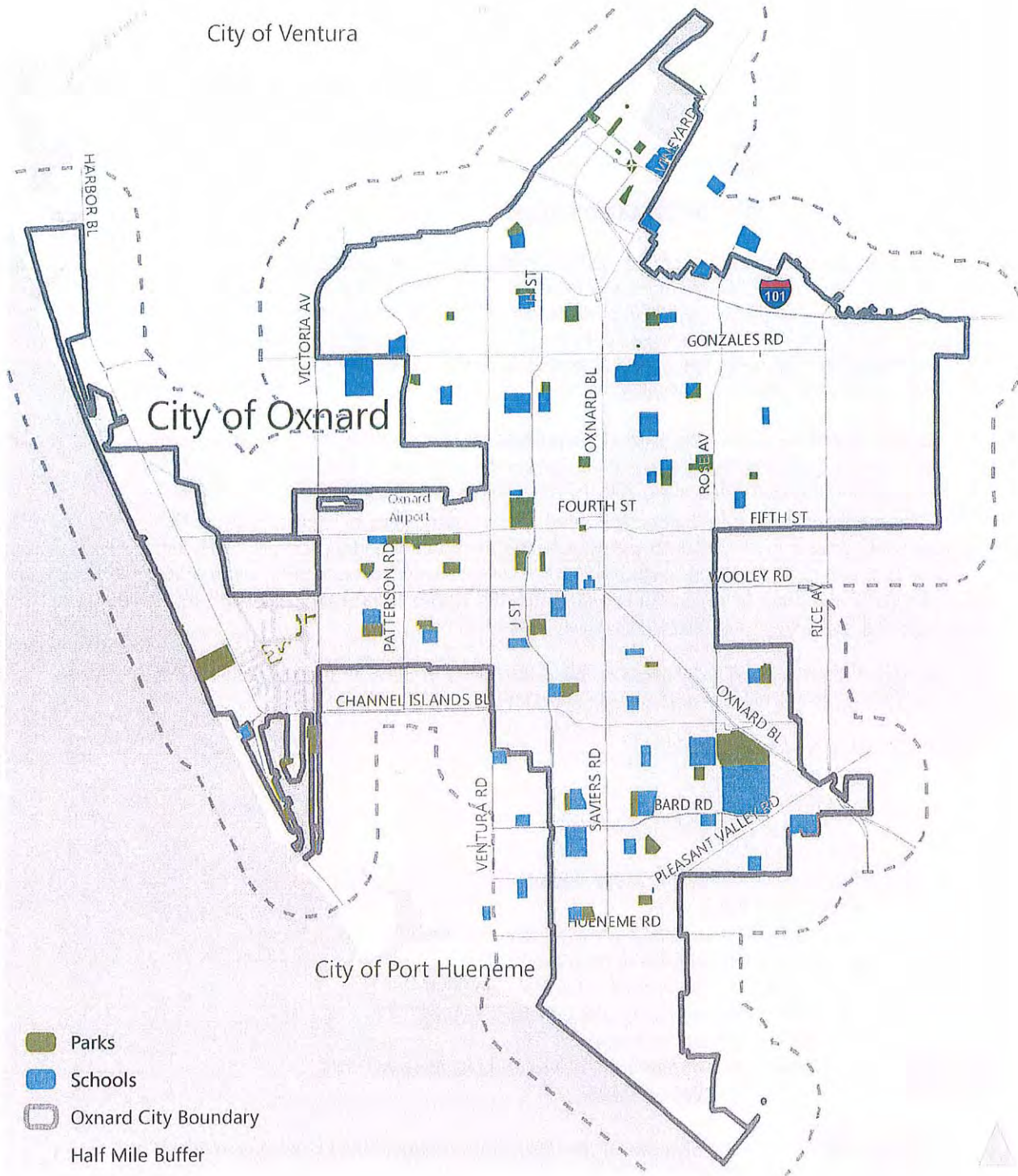


Commercially Zoned Parcels
Cities of Oxnard and Port Hueneme; Ventura County



Coastal and Harbor Area

City of Ventura



- Parks
- Schools
- Oxnard City Boundary
- Half Mile Buffer

Schools and Parks

RESULTS OF THE PEDESTRIAN DEMAND MODEL

This section presents the results of the pedestrian demand model, including the final map showing the street segments with highest anticipated pedestrian activity. After processing the variables through the regression equation as described in the methodology section above, street segments representing the US-101 freeway, freeway on-ramps, and two unpaved access roads (through the River Ridge Golf Club and parallel to Almond Drive) were removed. Figure 7 shows the results of the pedestrian demand model.

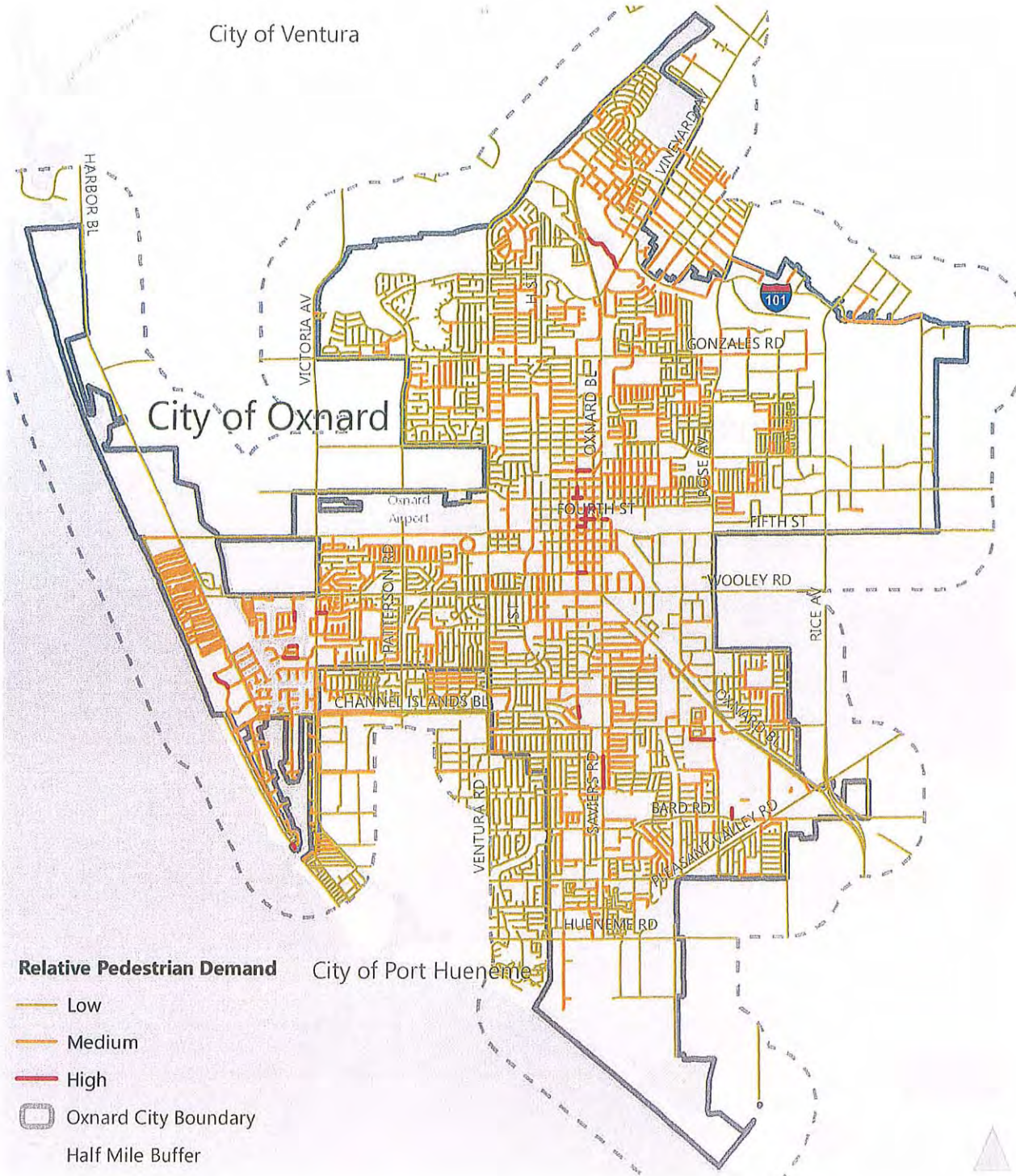
Overall, pockets of high demand for walking are predicted to exist in a few key areas: Downtown Oxnard, near the Oxnard Transit Center, along Saviers Rd south of Channel Islands Boulevard, near the Centerpoint Mall, along Esplanade Dr at the Esplanade Shopping Center, and along some street segments near the harbor and coast. Additionally, areas of moderate pedestrian demand are predicted near Special Attractors including the coast or harbor, schools, parks, and commercial areas, as well as along walkways in the Channel Islands Harbor, and in areas where there are bus stops. Areas of low pedestrian demand are predicted to exist primarily along high-speed arterials and in exclusively residential developments.

The fourteen highest demand areas based on the results of the pedestrian demand model are as follows, starting with the highest demand segments and decreasing in order:

1. C Street & Second Street
2. B Street & Third Street
3. B Street & Fourth Street
4. Fourth Street at Oxnard Boulevard
5. Esplanade Drive
6. C Street from Linden Drive to Maywood Way
7. Ninth Street & C Street
8. Saviers Road from Thomas Ave to Yucca Street
9. Raiders Way from Dallas Drive to Rose Ave
10. Via Marina Avenue from Victoria Ave to Bayview Drive
11. Harbor Island Lane from Farralon Way to Aleutian Way
12. Fifth Street from B Street to C Street
13. Mandalay Beach Road from Falkirk Ave to Costa de Oro Ave
14. Palm Drive from A Street to C Street

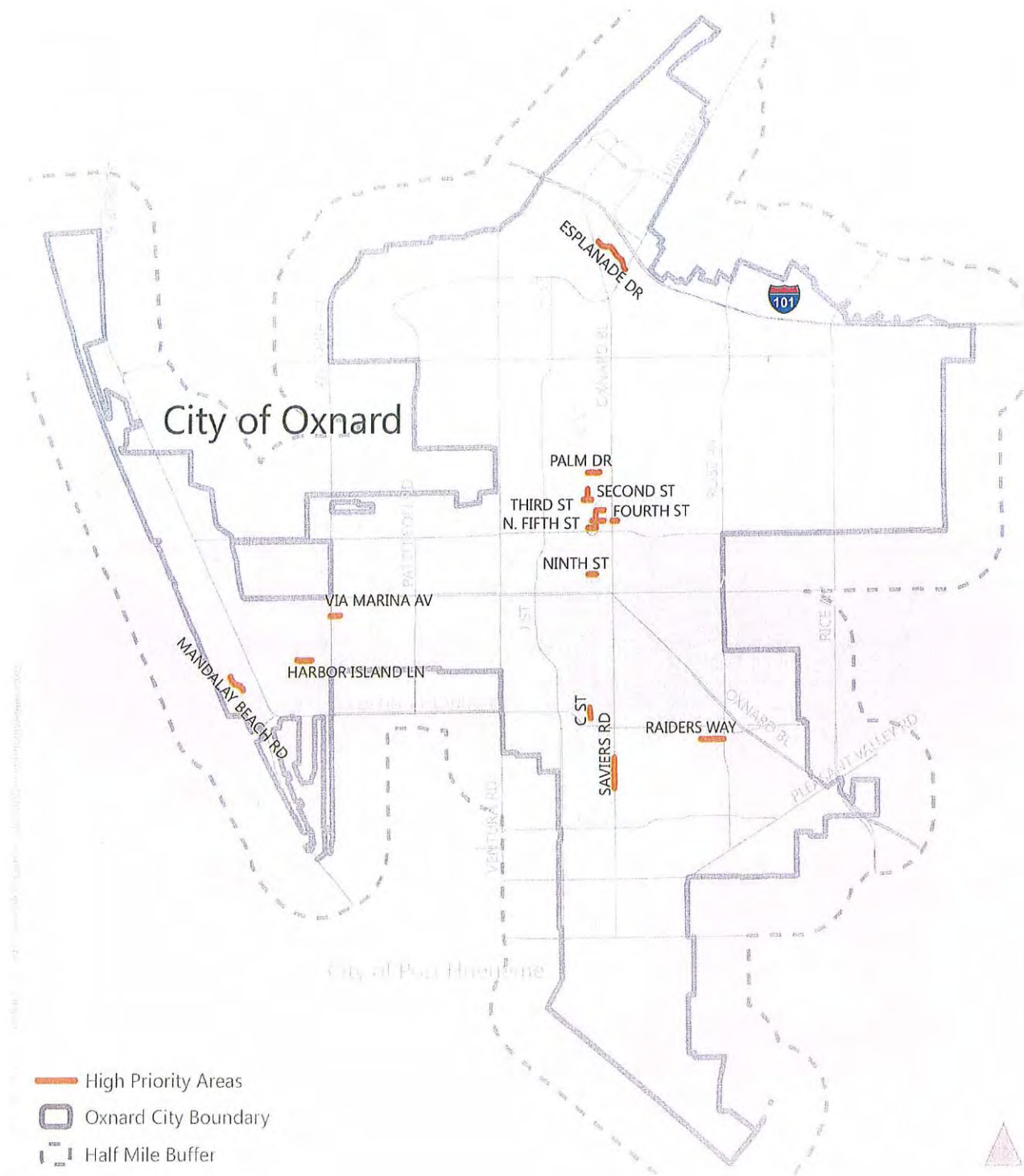
Figures 8 through 12 show the locations of the above high demand street segments within the City of Oxnard.

City of Ventura



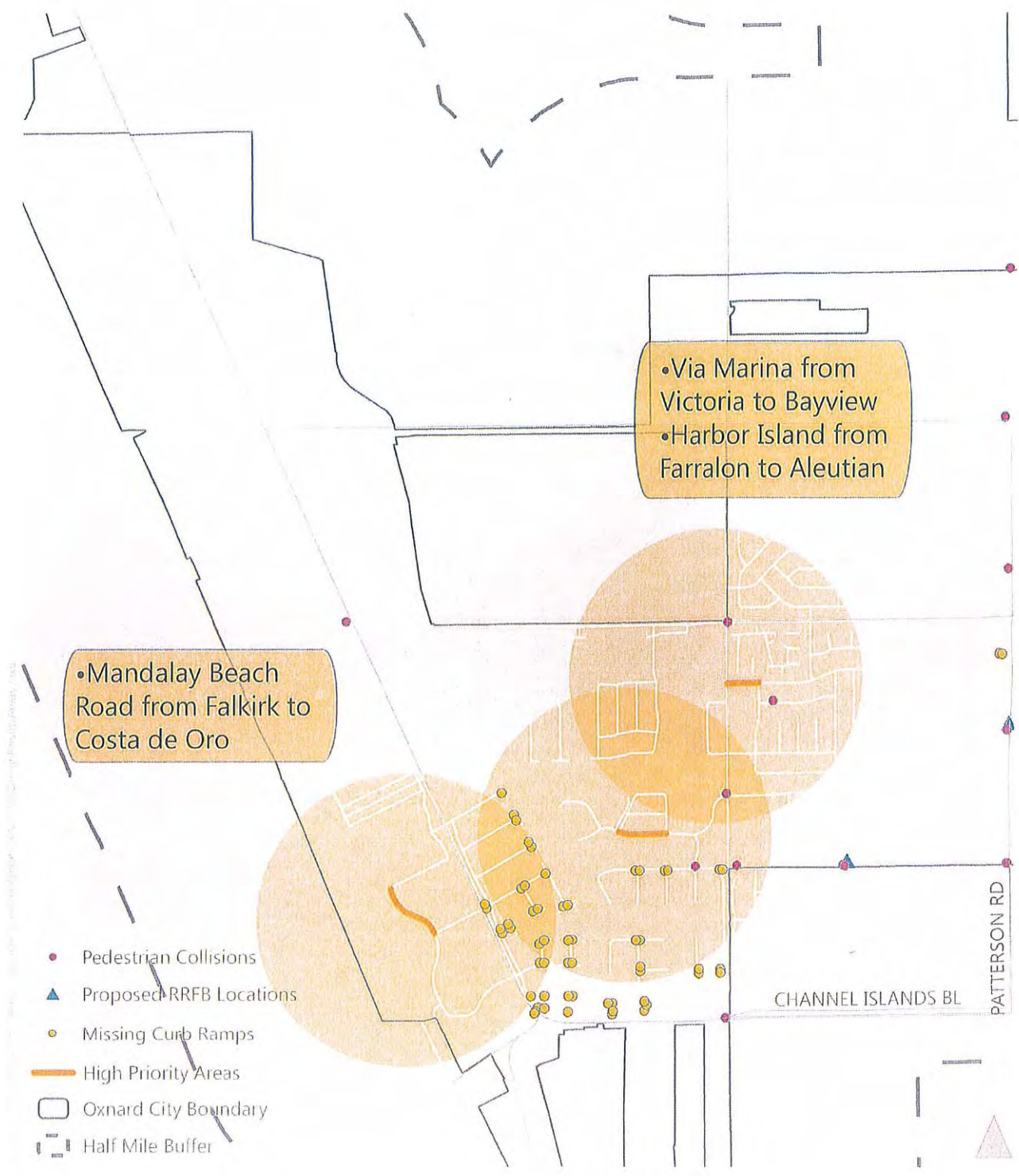
Pedestrian Demand Model Results

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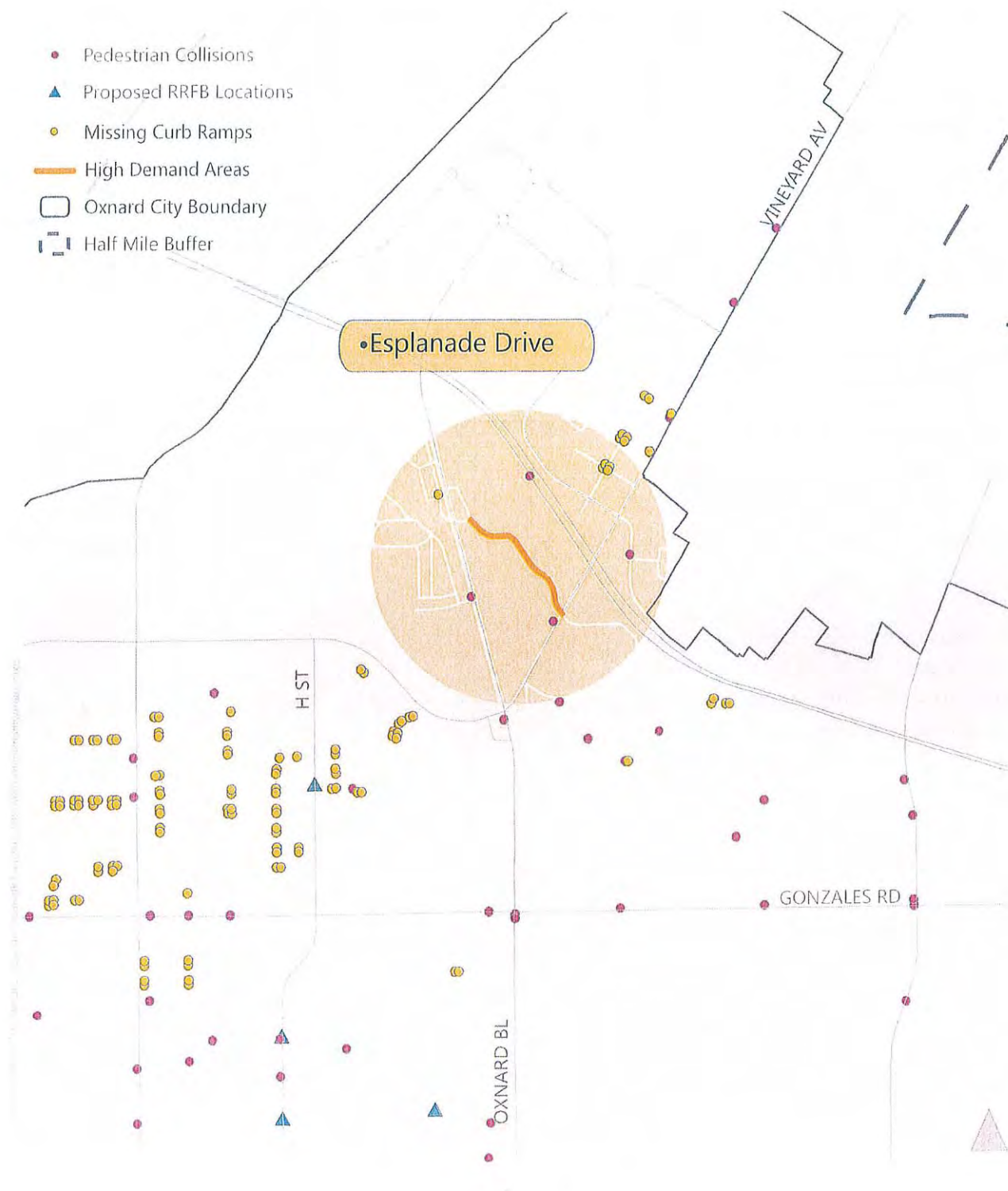


High Priority Areas

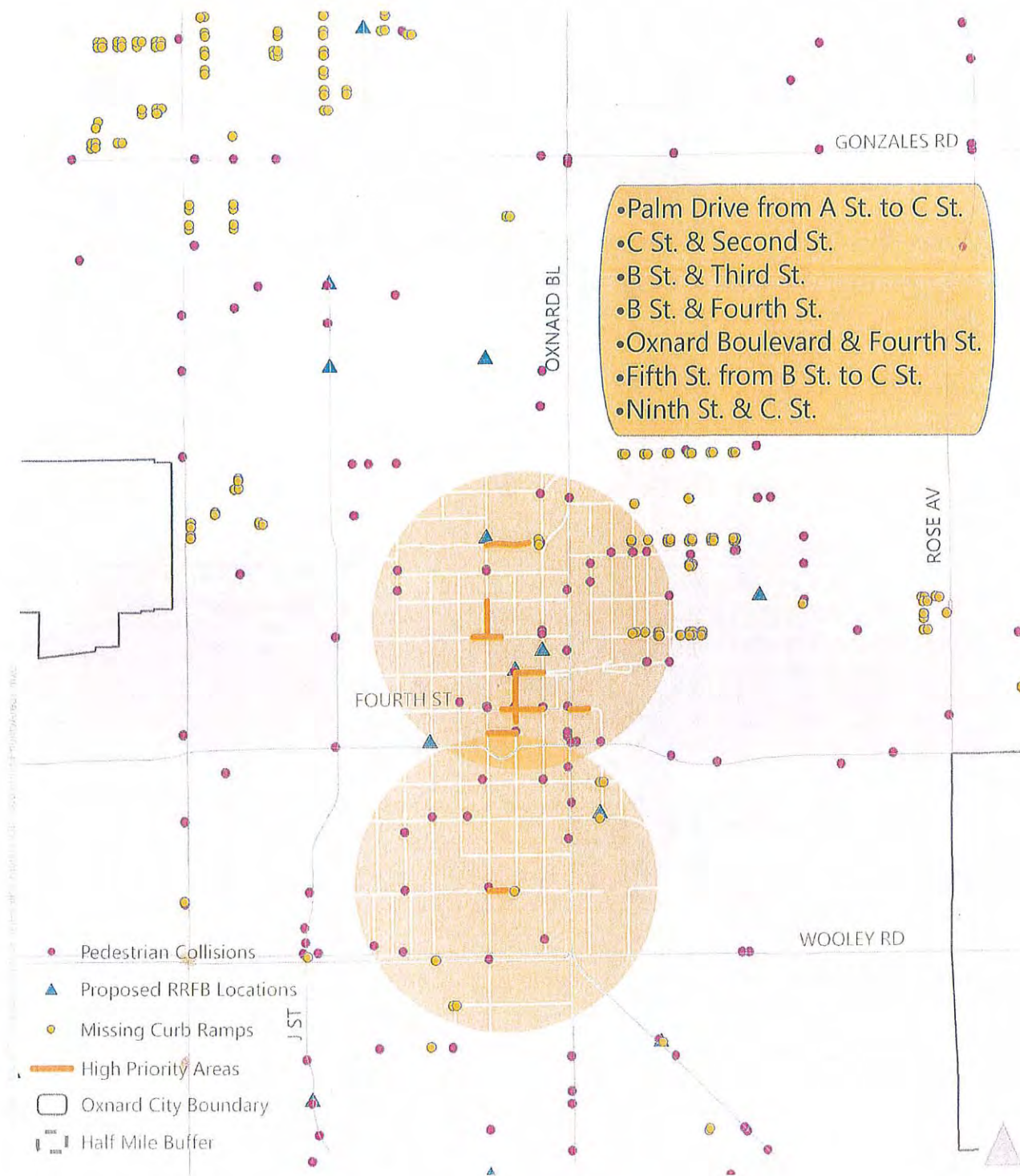
ATTACHMENT 2
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Coastal High Demand Areas



North Oxnard High Demand Areas



Downtown Oxnard High Demand Areas



Central / Eastern Oxnard High Demand Areas

SUMMARY AND CONCLUSION

The development of this pedestrian demand model was based on previous research conducted by Fehr & Peers for the US EPA and other coastal communities in Southern California. Though the statistical model used for this memo was validated in a different context, it has not been validated for the City of Oxnard with observed pedestrian counts, and therefore can be used for estimation only.

The results of the model demonstrate logical pedestrian patterns based on land use, built environment factors, and natural geographic features. The areas with the highest predicted levels of pedestrian demand tended to be on streets in heavily commercial areas with higher relative employment density, adjacent to high frequency transit stops, on streets with lower relative speeds, or a combination of the above factors. Additional street segments near schools, parks, the coast line, or the harbor reflected moderate levels of predicted pedestrian demand. Street segments with only one of the above listed factors, such as low speeds in residential neighborhoods, registered with lower levels of predicted pedestrian demand.

The data files associated with this model are available as a shapefile and as a .kml file, with field names defined in Appendix A. The results have been manually adjusted based on local knowledge and discussion with City of Oxnard staff.

APPENDIX A

The regression equation used for the pedestrian demand model is as follows:

$$Y = 222 + [\text{Employment Density}] (0.003217) + [\text{Transit Frequency}] (3.675) + [\text{Special Attractors}] (82.695) + [\text{Speed}] (-5.699)$$

Table 3 associates the variables listed in the equation, above, with the field titles in the shapefile. The variables are the last five fields in the file; the final field is the model results which were calculated using the above equation. All preceding fields provide additional information about the street segment.

Table 3: Codebook		
Shapefile Field Name	Variable	Unit
DefaultSpeed	Speed	Miles per hour
BusFrequencyPMArrivals	Transit Frequency	Total buses arriving at closest stop between 4PM-7PM, in one direction
JobsPerSqMile	Employment Density	Jobs per square mile
CommercialArea	Commercial Zoning	1/0, Yes/No
CoastalHarborArea	Distance to Ocean	Feet
School	School adjacent	1/0, Yes/No
Park	Park adjacent	1/0, Yes/No
ModelResults	Model Results	--

OXNARD ADA NARRATIVE MEMORANDUM

MEMORANDUM

Date: 11/11/2015
To: City of Oxnard
From: Sally Swanson Architects Inc.
Subject: *Oxnard ADA Narrative: High Pedestrian Demand Areas (Final)*

INTRODUCTION

This report describes the overall perspective of the Americans with Disabilities Act (ADA) deficiencies at each of the 14 high pedestrian demand areas identified. The 14 high pedestrian demand areas being analyzed were identified from the results of Fehr & Peers' work in the Pedestrian Demand Model Memorandum section of this report. For detailed descriptions of each individual ADA barrier feature (including bus stops, curb ramps, mid-blocks and pedestrian signals) please see the "ACS Report City of Oxnard High Pedestrian Areas" produced by Sally Swanson Architects, Inc.

METHODOLOGY AND APPROACH

Each feature assessed was given a severity score based of the number of barriers found within each area and the amount they deviate from the codes. The codes are based on the standards provided in the Public Rights-of-Way Accessibility Guidelines (PROWAG), California Building Code (CBC), Manual on Uniform Traffic Control Devices (MUTCD) and the Americans with Disabilities Act (ADA). There were four feature types assessed in this assessment; these featured included: sidewalks, curb ramps, pedestrian push buttons and bus stops. The severity scores range from 0-100, with 100 being the most severe.

In order to look at each area objectively when some areas contain more features than others, the ADA Severity Average of each area was calculated, which is simply the average severity score of all individual barriers within an area.

RESULTS OF OXNARD ADA NARRATIVE

After the ADA Severity Average of the 14 high pedestrian demand areas was determined, the areas were re-ranked in accordance to areas with the highest to least ADA Severity Average (versus in the Pedestrian Demand Model Memorandum section which ranked the 14 areas by highest to least pedestrian demand). This ranking is provided in the following table.

Table 4: ADA Severity Average Breakdown

Rank	Name	Neighborhood	ADA Severity Average ¹
1	Palm Drive from A Street to C Street	Wilson	50.25
2	Raiders Way from Dallas Drive to Rose Avenue	College Estates	45.19
3	Mandalay Beach Road from Falkirk Avenue to Costa de Oro	Oxnard Shores	41.71
4	Saviers Road from Thomas Avenue to Yucca Street	Bryce Canyon North, Blackstock North & Blackstock South	33.53
5	Ninth Street & C Street	Hobson Park East	32.02
6	Via Marina Avenue from Victoria Avenue to Bayview Drive	Via Marina	29.12
7	Esplanade Drive	N/A	27.25
8	C Street & Second Street	Wilson	26.52
9	Harbor Island Lane from Farralon Way to Aleutian Way	Channel Islands	26.41
10	B Street & Third Street	Wilson	21.02
11	B Street & Fourth Street	Wilson	16.16
12	C Street from Linden Drive to Maywood Way	Kamala Park	14.7
13	Fifth Street from B Street to C Street	Wilson & Hobson Park East	12.62
14	Fourth Street at Oxnard Boulevard	Wilson & Five Points Northeast	6.98

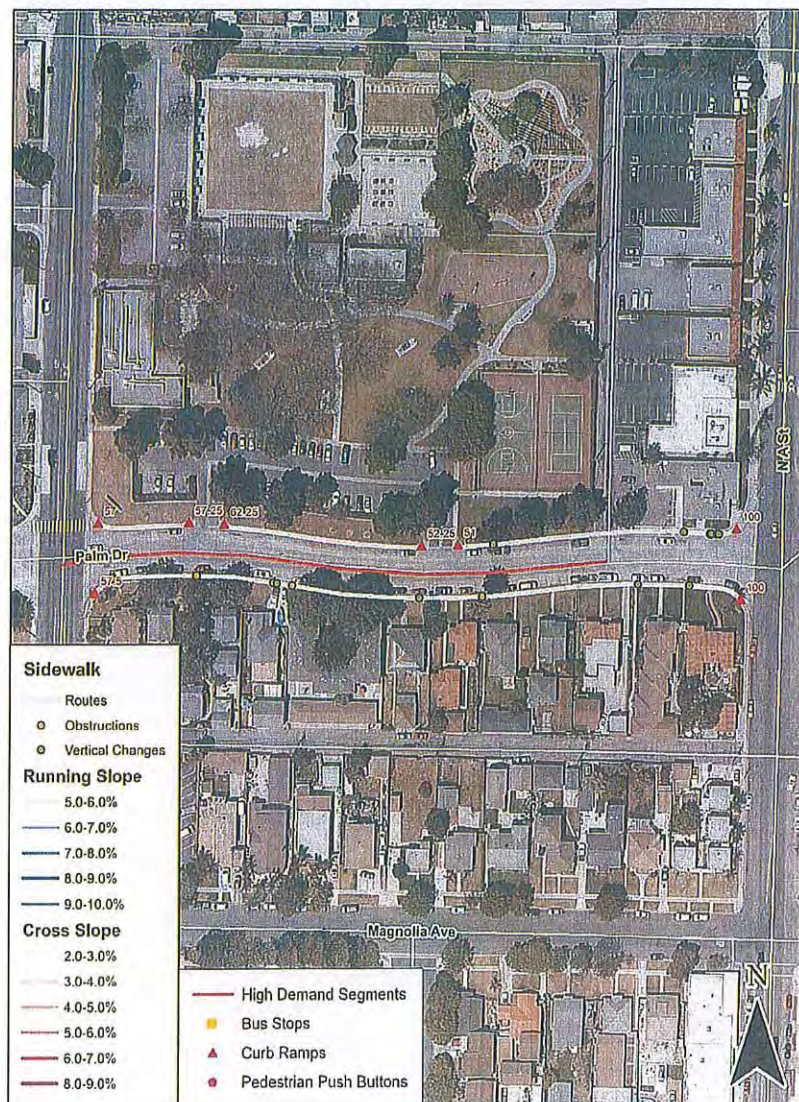
Conceptual plans project sheets for the top 10 highest ADA Severity Average shown in the above table were developed which include design standards, projected cost estimates to repair the area, and potential funding sources. These project sheets can be found later in the report. The following pages of this section meanwhile, provide an overall description of the ADA deficiencies found within each of the 14 locations.

¹ ADA Severity Average is the average severity scores of all features (sidewalks, curb ramps, pedestrian push buttons and bus stops) within each location to objectively compare different locations which have an unequal amount of features.

Overall ADA Assessment

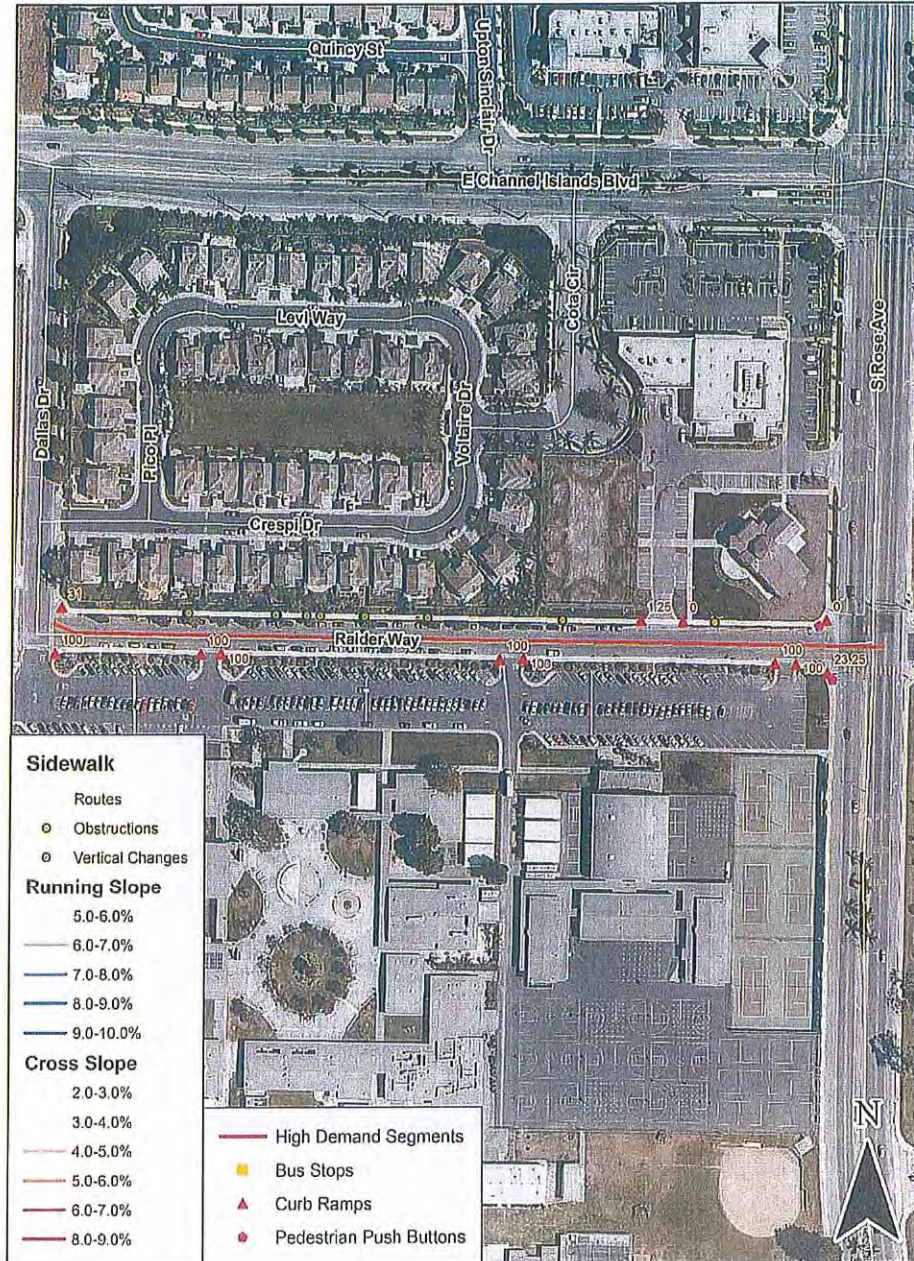
Palm Drive from A Street to C Street

The features in this area received the highest average severity score of all areas assessed. All of the curb ramps in this area had ramp running slopes greater than 14%. ADA standards set the maximum running slope for a curb ramp to be 8.3%. Every curb ramp provided also had a top landing area that was not deep enough to provide a turning space. At the intersection of Palm Drive and A Street there are no curb ramps provided. The sidewalks along Palm Drive had only a few small areas where the cross slope barriers occurred and a few vertical changes.



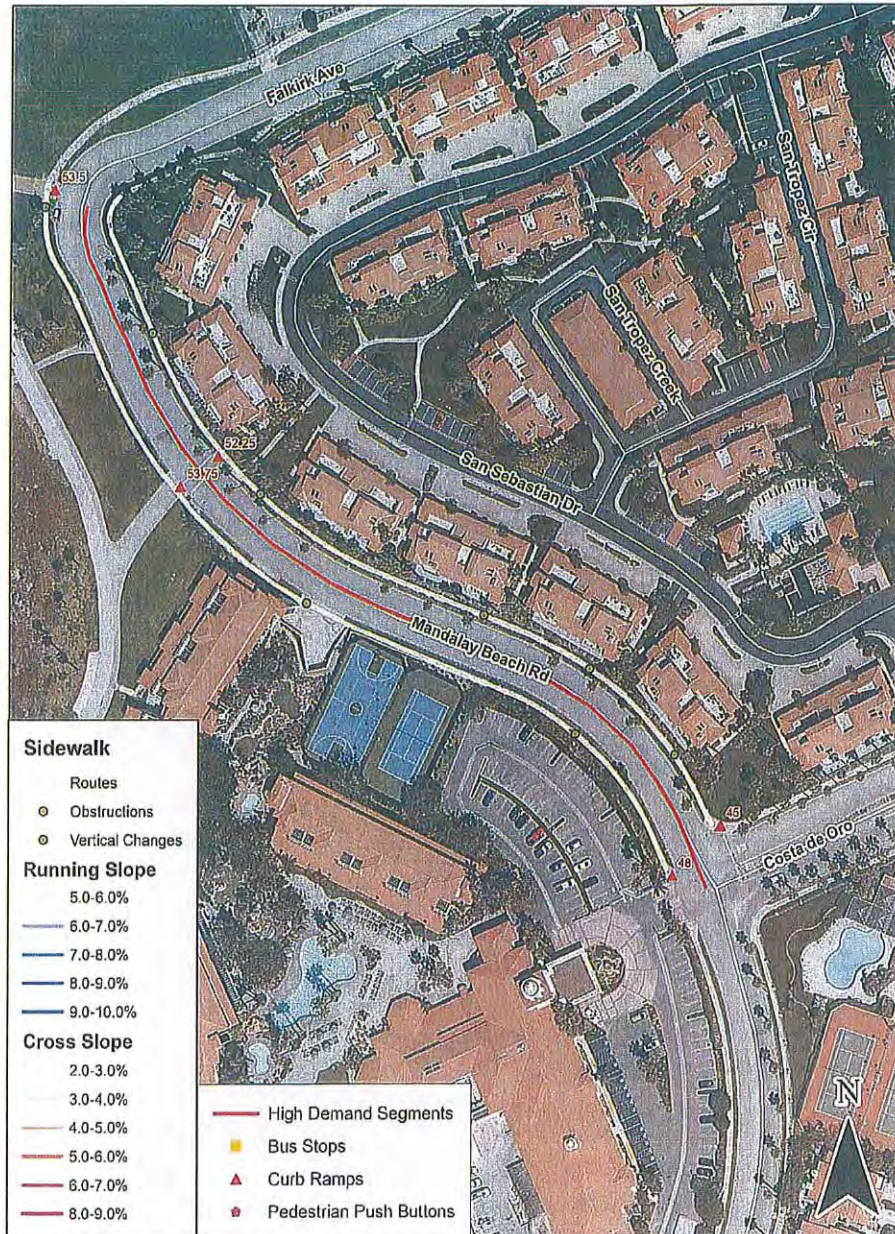
Raiders Way from Dallas Drive to Rose Avenue

The south side of Raiders Way is inaccessible to pedestrians using a wheelchair because there are no curb ramps provided along that entire stretch of sidewalk. The pedestrian push buttons located at the intersection of Rose Ave and Raiders Way are not equipped with accessible pedestrian push buttons that include a button locator tone, audible walk indication, vibrotactile indication and a button that contrasts with its surrounding casing.



Mandalay Beach Road from Falkirk Avenue to Costa de Oro

The curb ramp located at the intersection of Mandalay Beach Road and Falkirk Avenue has a steep running slope and is non-compliant. This ramp is low priority because it does not connect to another path of travel and is mainly used as a driveway for vehicles. The rest of the curb ramps in this area have high running slopes and do not provide a smooth transition from the ramp to the gutter area. None of the curb ramps in this area have detectable warnings. The sidewalks have slight cross slope and vertical change issues throughout.



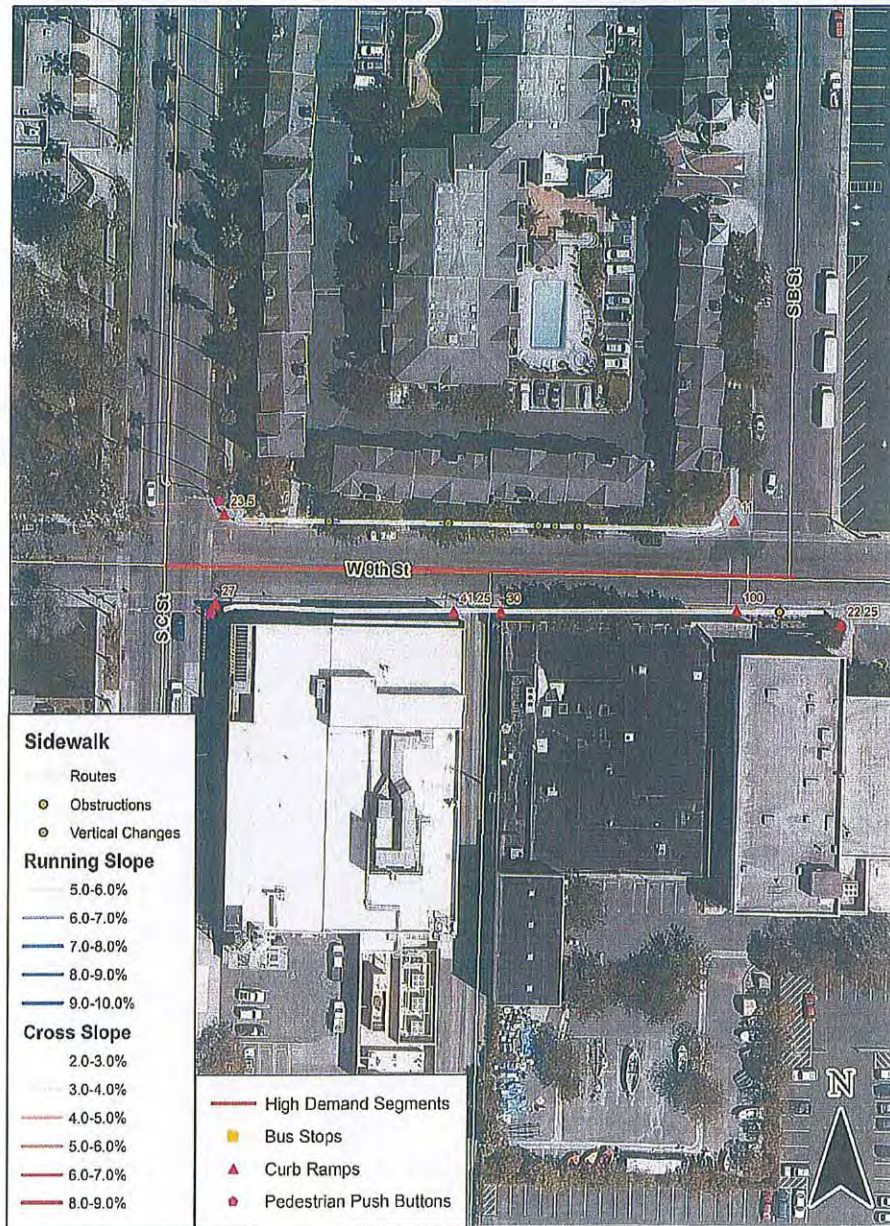
Saviors Road from Thomas Avenue to Yucca Street

The sidewalks in this area were identified as some of the most severe examined. Both sides of the sidewalk had a lot of vertical change barriers. All four of the bus stops in this area had ADA deficiencies. All of the pedestrian push buttons in this area do not have a clear floor space with a slope under 2%. All of the pedestrian push buttons do not provide a button locator tone, audible walk indication, vibrotactile indication and a button that contrasts with its surrounding casing. All of the curb ramps in this area have ADA deficiencies that would require new ramps to be built in order to mitigate the barriers.



Ninth Street & C Street

The curb ramps in this area have medium to low severity scores. There is one exception where no curb ramp is provided at a marked crosswalk at the intersection of Ninth Street and B Street. All of the ramps in this area would need to be demolished and rebuilt to mitigate the barriers. The sidewalks on both the north and the south side have a low severity score. The pedestrian push buttons at the intersection of Ninth Street and C Street do not provide a button locator tone, audible walk indication, vibrotactile indication and a button that contrasts with its surrounding casing.

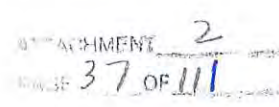


Via Marina Avenue from Victoria Avenue to Bayview Drive

The curb ramps on the north side of Via Marina Avenue are low priority and only require detectable warnings. The curb ramps on the south side of Via Marina Avenue have a high running slope on the ramps and both need to be demolished and rebuilt. The sidewalks on the north and south side both have vertical change issues throughout and small areas where the cross slope is greater than 2%.

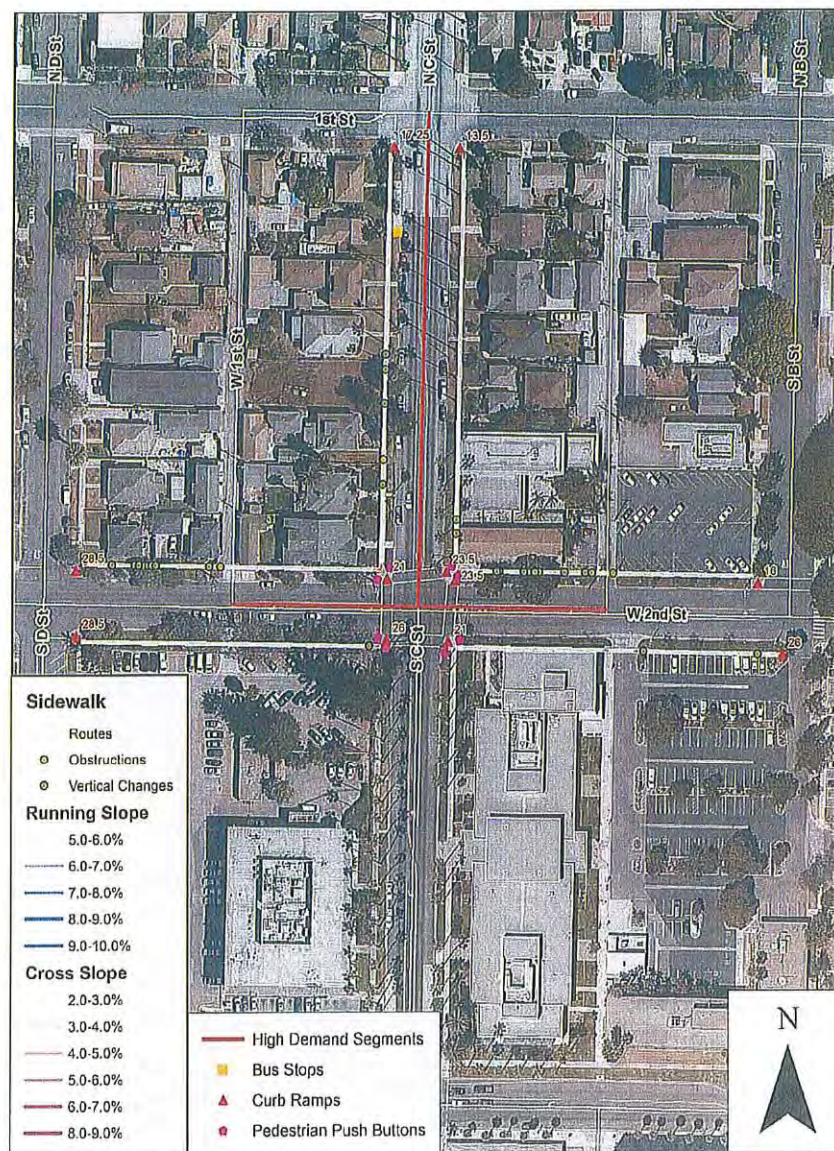


The sidewalks along this area had a lower severity score. The most severe stretch of sidewalk was along the southwestern section, where there were a lot of vertical change and cross slope barriers. None of the four bus stops in this area are completely ADA compliant. All of the curb ramps in this area have a medium severity score. The severity score of the barriers found for the pedestrian push buttons was high. None of the pedestrian push buttons included a compliant clear floor space. These pedestrian push buttons also did not have all of the required features of an accessible pedestrian signal. There was construction blocking a section of the sidewalk on the west side of the street. The construction had also done damage to some of the surrounding sidewalks.



C Street & Second Street

None of the pedestrian push buttons in this area provide a button locator tone, audible walk indication, vibrotactile indication and a button that contrasts with its surrounding casing. Six of the eight pedestrian push buttons are located in areas where the reach distance is further than 10" from the clear floor space provided. The curb ramps in this area all had a low severity score. The sidewalk segments in this area also had a low overall severity score with occasional instances of cross slope and vertical changes. The bus stop by First Street and C Street has a cross slope greater than 2% along the south ramp which leads to the boarding area. There is also a 4% slope adjacent to the bench area.



Harbor Island Lane from Farralon Way to Aleutian Way

The sidewalks along this area had a very low severity score. The curb ramps in this area only had slight ADA barriers that were typically related to the gutter portion of the ramps. This area appeared to be located in a fairly new development.



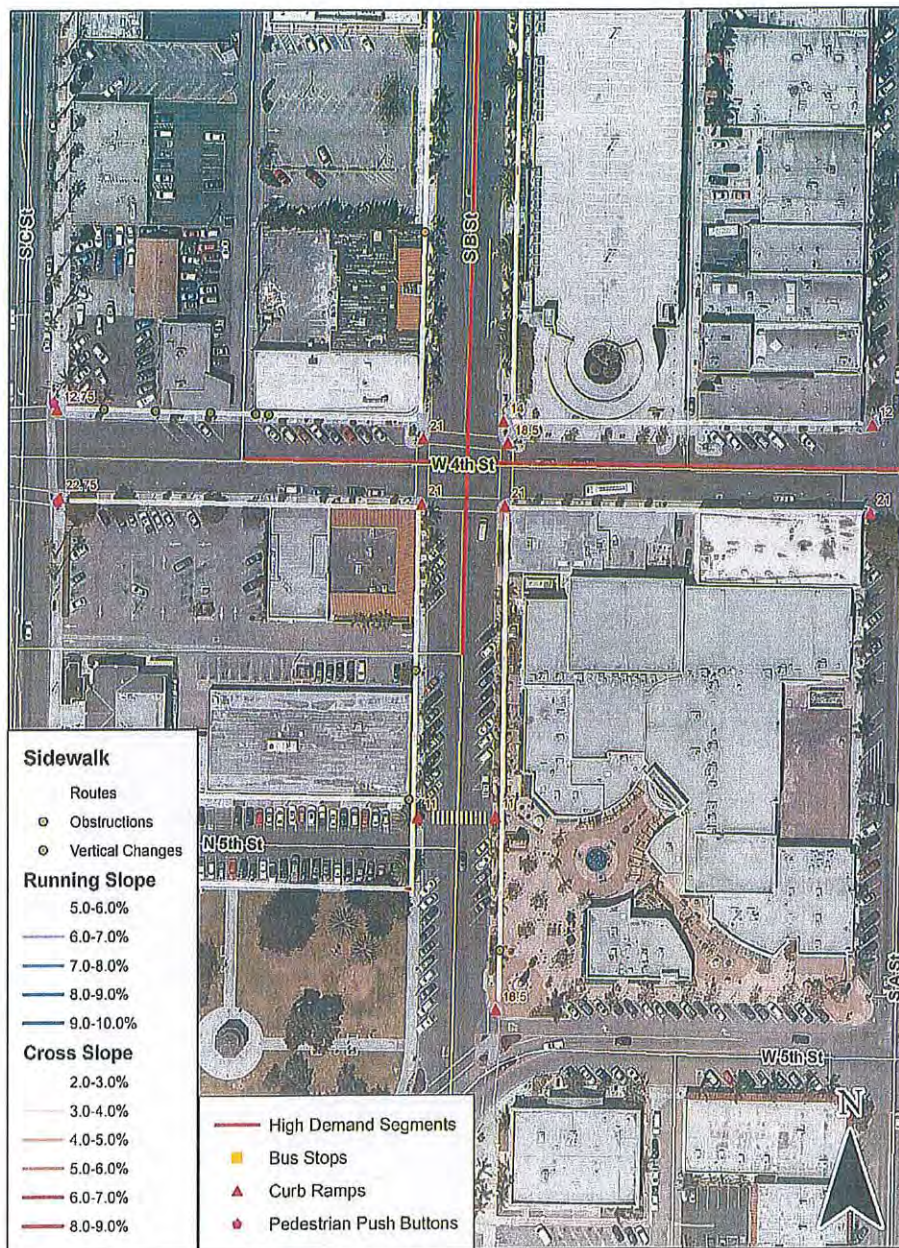
B Street & Third Street

The sidewalks in this area had a very low severity score. The majority of the curb ramps in this area had very slight barriers. The curb ramps on the north side of Third Street and B Street had very high running slopes. None of the pedestrian push buttons included all of the required features of an accessible pedestrian push button. The pedestrian push buttons located on the north side of the Third Street and B Street intersection are placed where the clear floor space is on the sloped ramp. The bus stop located at Third Street and A Street has a high slope running towards the street at the boarding area.



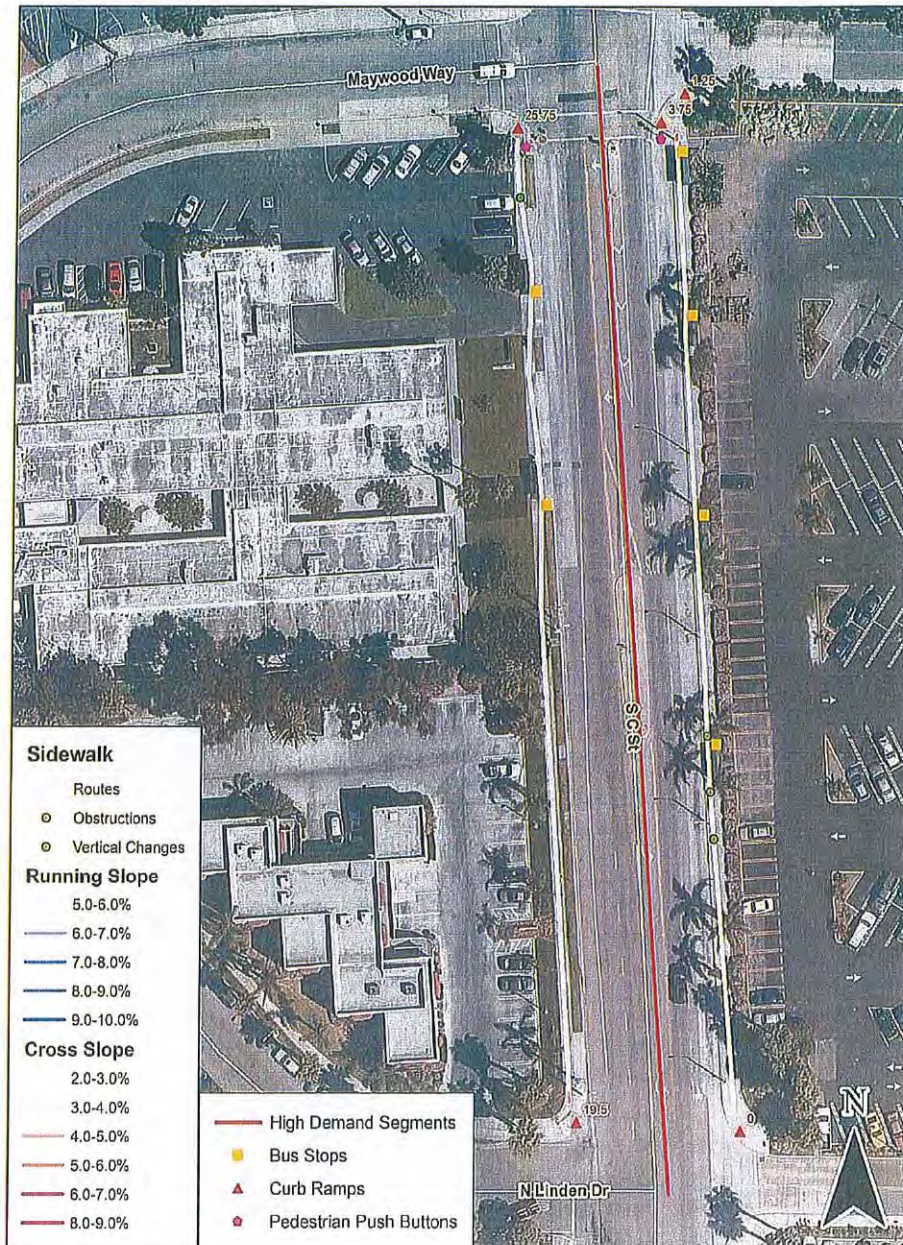
B Street & Fourth Street

The sidewalks in this area had a very low severity score. The curb ramps at the intersection of B Street and Fourth Street all have steep gutter slopes greater than the maximum 5%. The curb ramp at the north part of the northeastern corner of the intersection at B Street and Fourth Street is not aligned with the adjacent crosswalks and does not directly lead to another path of travel. This ramp should be removed to prevent pedestrians from trying to cross at a location that does not connect to the adjacent crosswalk.



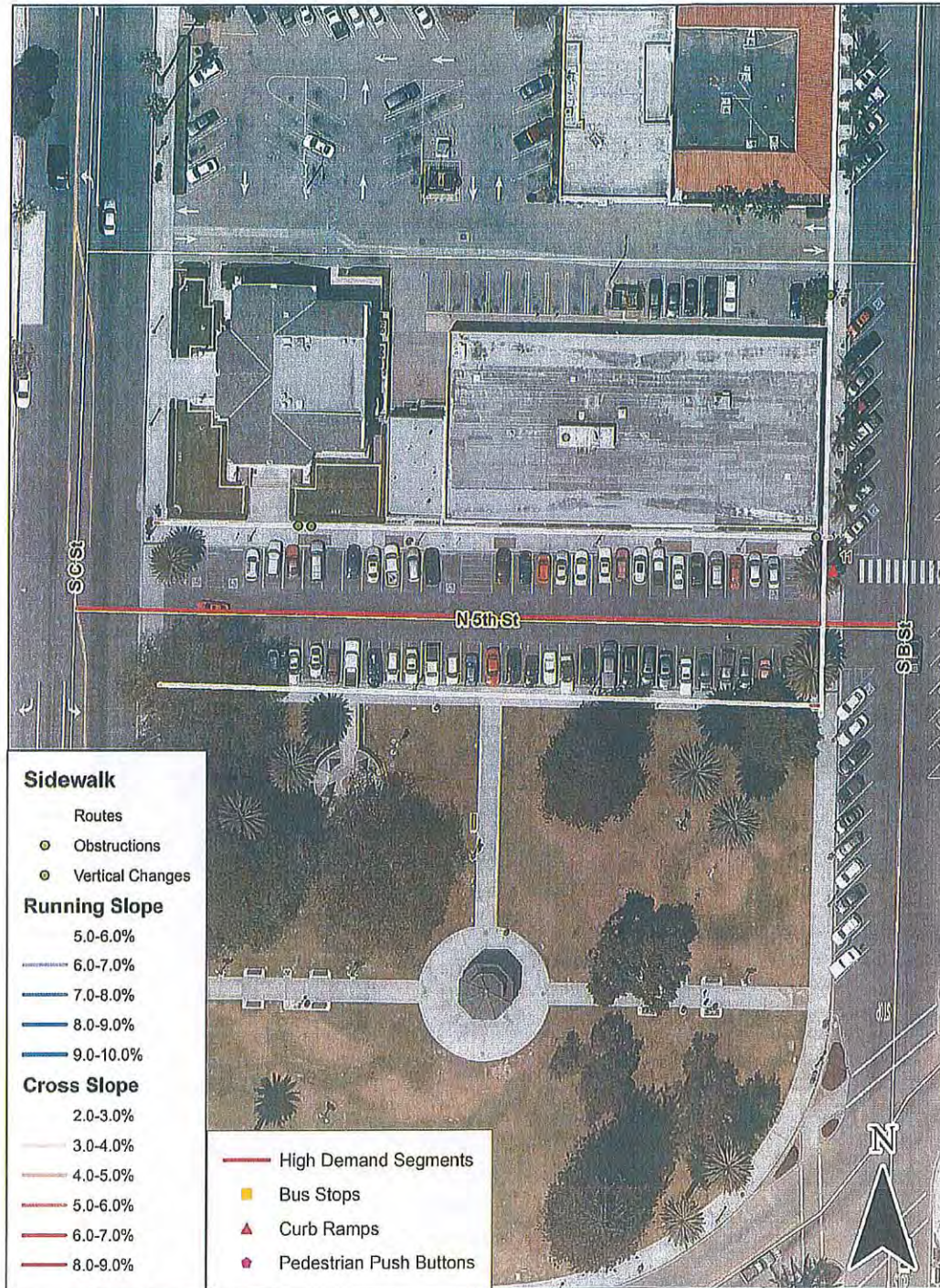
C Street from Maywood Way to Linden Drive

The sidewalks in this area have a very low severity score. There were only a few slight barriers along each side of the sidewalk. The curb ramps on the east side of C Street have one compliant ramp and the other two are very close. The curb ramps on the west side of C Street have high running slopes and require the ramps be demolished and rebuilt to mitigate the barriers. All of the bus stops in this area have slight ADA barriers. None of the bus stops provide a clear 30"x 48" space adjacent to the bench under the shelter area.



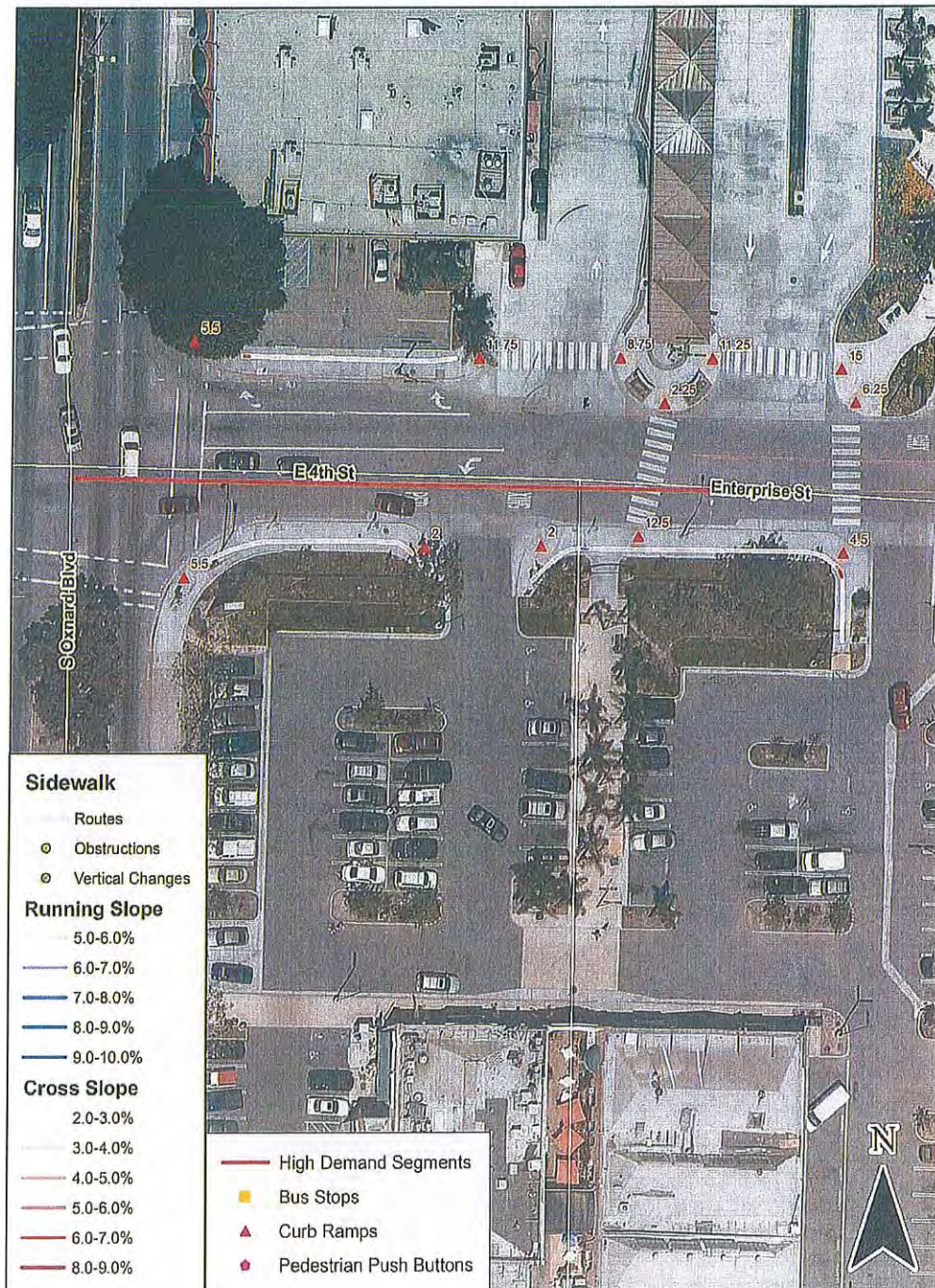
Fifth Street from B Street to C Street

The two sidewalk segments assessed had a very low severity score with a few cross slope and vertical change instances.



Fourth Street at Oxnard Boulevard

The small sidewalk segments in this area had a very low severity scores with a few gutter slope and top landing barriers at the curb ramps. There are 12 curb ramps in this small area. The curb ramps in this area all had very low severity scores. This area overall had the lowest severity score average among all the features assessed.



POLICIES & PROGRAMS MEMORANDUM

MEMORANDUM

Date: November 11, 2015

To: City of Oxnard and Sally Swanson Architects

From: Fehr & Peers

Subject: *Oxnard Sidewalk Survey – Menu of Citywide Education and Enforcement Programs (FINAL)*

Ref: LA14-2716

INTRODUCTION

This memorandum provides a customized package of education, encouragement, enforcement and evaluation programs for the City of Oxnard. The attached worksheet in the section "Policies & Programs Matrix" summarizes all the programming options described in this memo, and highlights in yellow the draft priority programming efforts recommended for Oxnard based on best practices, local needs, and the capacity of the City and other involved agencies. The highlighted priority programs are discussed in the first section of this memo under "Recommended Education, Encouragement, Enforcement and Evaluation Efforts", and the remaining programs are discussed in the second section of this memo under "Additional Education, Encouragement, Enforcement, and Evaluation Efforts".

For all programs, the worksheet notes the key partners and stakeholders, timeline, and effectiveness, and whether the program was included in the 2012 Bicycle and Pedestrian Facilities Master Plan. For the priority programs, the worksheet identifies additional information: order of magnitude costs, potential funding sources, and links to case studies.

This memo and the accompanying worksheet serve as the deliverables for Phase III v, vi, and vii.

While engineering and infrastructure enhancements are critical elements for improving pedestrian safety, educational programming, encouragement campaigns and enforcement efforts are complementary to infrastructure investment and essential components of a city's fully-developed pedestrian safety strategy. Additionally, conducting evaluation efforts around all types of pedestrian improvements can help demonstrate the value of investing in a well-developed pedestrian strategy.

Education, encouragement and enforcement programs increase the safety, utility, and viability of infrastructure projects. They often include a combination of municipal support and volunteer engagement, which can have an exponential effect on the extent to which a community embraces a city's pedestrian safety efforts. Because of this community-supported model, support programming can have

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very large effects while relying on small budgets. Education campaigns should include residents of all ages, especially emphasizing school-aged children where safe walking habits can be instilled as a life-long lesson. These types of support programs also ensure compliance with the criteria required by the Active Transportation Program (ATP) for an active transportation plan. The ATP provides funding for the implementation of pedestrian programs and infrastructure.

The first section of this memo provides detailed information on the draft priority program recommendations, highlighted in the accompanying Programs Matrix in yellow.

The second section of this memo provides brief explanatory information about the full portfolio of programming options. Both sections are organized by the "Four E's":

- **Education** programs help to inform residents – both those who primarily walk and those who do not often walk – about the rights, responsibilities, and resources available for pedestrians.
- **Encouragement** programs are similar to education programs, but focus more on addressing individual barriers to walking and encouraging people to try walking as a mode of transportation or recreationally.
- **Enforcement** programs involve efforts by the police department, and have been demonstrated to be very effective in improving safety for road users.
- **Evaluation** efforts can demonstrate the value and benefit of investing in pedestrian infrastructure and programming.

RECOMMENDED EDUCATION, ENCOURAGEMENT, ENFORCEMENT AND EVALUATION EFFORTS

Staff / Agency Training (Education)

Provide city staff and enforcement staff with training on new pedestrian design treatments in right of way. This also includes working with City maintenance and utility crews to ensure they understand the needs of pedestrians and follow standard procedures when working on or adjacent to roadways and walkways. Establishing internal understanding of the issues facing pedestrians in the city is a critical step to developing effective, implementable policies and infrastructure. Training for city staff should occur whenever a new policy is adopted or new set of guidelines is developed.

Safe Routes to School (SRTS) (Education)

This category refers to a variety of children's programs aimed at promoting both walking and bicycling to school and improving traffic safety around schools. The program takes a comprehensive "5 E" approach with specific engineering, education, encouragement, enforcement, and evaluation. The programs involve partnerships among school staff, parents, students, city staff, school districts, neighbors, and law enforcement. The National Center for Safe Routes to School has in-depth programming information.

Integrating educational messages into a comprehensive SRTS program can be a very effective way to kick-start a citywide program. Specific education tools include:

- Pedestrian skills training for 1st and 3rd graders
- Bicycle skills training for 3rd and 5th graders
- Messaging to parents about safe driving, walking and bicycling habits
- Creating drop-off and pick-up procedures
- Incorporating information about walking and bicycling into classroom subjects such as math or science (e.g., calculate average walking speeds or distances)
- Assemblies or classroom sessions about walking and biking safety

Targeted Events in High-Need Areas (Education, Encouragement, Enforcement)

In general, education, encouragement, and enforcement events and programs should be targeted in high-need areas first, if resources are limited and a city-wide program is not possible. The challenge is determining what constitutes "high need." Several metrics are available to set a threshold for need, including but not limited to income, health disparity, pollution exposure, injury risk, and age-related vulnerability (older adults or children). The CalEnviroScreen Tool developed by the California Office of Environmental Health Hazard Assessment is one robust method of measuring the combined impact of these disparities, and is used by state funding programs such as the Active Transportation Program to determine whether a project is located in a "high need" area. More information about CalEnviroScreen can be found at oehha.ca.gov/ej/ces2.html. This education strategy works well in conjunction with several of the evaluation strategies discussed below, which involve data collection, analysis, and performance evaluation.

Open Streets Events (Encouragement)

Explore opportunities to host an open streets event, such as Open Streets in Santa Barbara or CicLAvia in Los Angeles. These events are good opportunities not only to encourage walking and biking, but to distribute educational materials, and to engage with the public about future pedestrian facilities.

Pedestrian Training for Officers / Pedestrian Liaison Officer (Enforcement)

Law enforcement officers should receive training specifically focused on pedestrian safety and enforcement principles. As a cost-saving measure, the City of Oxnard may collaborate with surrounding jurisdictions and share resources as practical. Additionally, the Oxnard Police Department should consider appointing a pedestrian liaison officer who is a single point of contact for all matters concerning pedestrian safety.

Traffic Safety Grants (Enforcement)

Several grant sources exist specifically for traffic safety related efforts. The City of Oxnard has pursued California Office of Traffic Safety grants in past funding cycles. Grants can be used for outreach campaigns and to support the normal time budgeted for police officer duties. More information is available on the OTS website (<http://www.ots.ca.gov/Grants/>).

Activity Data Collection and Monitoring (Evaluation)

Partner with local schools and colleges to conduct annual pedestrian counts and an annual monitoring program that reviews and compares these counts. Additionally, Oxnard can require that all traffic study counts include bicycles and pedestrians to estimate activity levels and changes over time.

Collision Data and Monitoring (Evaluation)

The Statewide Integrated Traffic Records System and the Transportation Injury Mapping System are two state-wide resources that make it relatively easy to monitor collision data. However, the data can lag up to two years behind, which makes it challenging to evaluate improvements in a time-efficient manner along collision-related parameters. The City of Oxnard can work with the Oxnard Police Department, emergency responders, and health professionals to develop a more timely collision reporting and analysis practice.

Performance Measurement and Metrics (Evaluation)

Develop metrics to measure the impact of walking on public health, resident and merchant perceptions, environmental impact, amount of walking activity, and safety (note: it may not be possible to isolate the impact of walking alone on these variables). Some examples are provided below:

- Public Health – Partner with local schools to measure distance walked or calories burned during Walk to School Day/Month/Week.
- Resident and Merchant Perceptions – Survey questions such as “how frequently do you walk around town?” “What prevents you from walking?” and “What mode of travel do you use for short trips?” aim to understand attitudes toward walking and common concerns. These surveys, which should be available in English and Spanish, can be done citywide or as part of an SRTS program for parents.
- Environmental Impact – Measure reductions in vehicle miles traveled or vehicle emissions through surveys. The City of Oxnard engages in this practice.
- Amount of Walking – Partner with local schools to conduct counts, and/or require pedestrian counts with traffic studies so that changes in levels of walking can be measured over time.
- Safety – Review the number of pedestrian-involved collisions on a regular basis and develop collision rates as data on the number of pedestrians is collected over time. The City of Oxnard engages in this practice when applying for related grants.

ADDITIONAL EDUCATION, ENCOURAGEMENT, ENFORCEMENT AND EVALUATION PROGRAMS

EDUCATION

Education programs help to inform residents – both those who primarily walk and those who do not often walk – about the rights, responsibilities, and resources available for pedestrians. Education programs can be ongoing, in partnership with schools or the police department, or they can be one-time events in advance of pedestrian infrastructure installation.

Teen Pedestrian Safety Education

Teens benefit from different educational messages than adults or children. Many teens also already take drivers' education, health education, or other courses where walking curricula could be easily integrated. The City should work with local teen-organizations or schools to facilitate a participatory process whereby teens create educational messages. Youth Participatory Action Research (YPAR) is an effective way to assist youth to create visuals, videos, or campaigns for pedestrian safety among their peers. The California Department of Public Health has guides on YPAR and youth-led projects.

Safe Routes Ambassadors / Pedestrian Safety Education Team

A team of Safe Routes Ambassadors or Pedestrian Safety Educators can help implement direct Safe Routes to School programming, teen pedestrian safety education, and outreach to the community, parents, and school officials. They can act as the public face of pedestrian and bicycle safety efforts for the city. A successful example of this program is from Chicago, Illinois, where Safe Routes Ambassadors and Bicycle Ambassadors promote, educate, and inform students and the general public about pedestrian and bicycle safety issues.

Pedestrian Scale Signage and Wayfinding

Pedestrian scale signage can help people who are walking understand where they are, what is within walking distance, and what the best path is to get there. For example, simple street signs are often installed too high for pedestrians to see easily, and could be duplicated at pedestrian scale to help pedestrians navigate throughout the City of Oxnard. More expansive wayfinding efforts could include maps with key destinations and a 5-10 minute walking distance highlighted. These wayfinding efforts should be effectively branded and tied into any existing signage efforts in the Central Business District or coastal business districts.

Citywide Walking Maps

Attractive maps with walking routes, both in print and on city websites, can serve as an educational tool. These maps should highlight convenient routes for walking in Oxnard and include tips on safe walking practices. Maps should be distributed at public facilities throughout the City and at businesses that express interest in participating.

Web Presence

Via a website dedicated to pedestrian projects in Oxnard, city staff can provide overviews and updates on implementation of major projects and their related goals, design features, schedule of approval, design and construction, impacts to neighborhood, etc. The website should be hosted within the City's web domain. One example is the City of Los Angeles Pedestrian Safety Program (<http://ladot.lacity.org/WhatWeDo/Safety/PedestrianSafety/index.htm>). In addition to maintaining a website, city staff can increase presence on Twitter, Facebook, Instagram, Flickr, and other social media platforms as a way of communicating news, educating residents, and soliciting feedback and public input about future projects.

Billboards/Electronic Message Boards

Billboards and electronic message boards promote safety in the community, inform the public about pedestrian safety programs, and provide feedback on the program's effects. Messages can focus on safety and / or explain new design treatments in the public right-of-way. They can be changed regularly and the boards can be moved to maximize their impact. Signs can also be displayed on bus shelters.

Public Service Announcements

Radio and television public service announcements (PSAs) can provide accurate and current information to the public. PSAs are valuable as they are versatile and can reach a large audience about walking safety issues, education, and announcements. One challenge is that PSAs can be costly and may not reach the intended audience. A lower-cost alternative is to air PSAs only on public access channels; however, this low-cost approach may not be as effective as using a public relations firm and purchasing advertising time targeted to a specific audience.

Videos

Videos can be shown before Council Meetings, uploaded to YouTube, and embedded on the City's website to promote pedestrian safety projects and explain new design concepts for Oxnard's streets.

Flyers, Postcards, Brochures and Pamphlets

These print materials can be distributed to residents and businesses along the major streets affected by new pedestrian infrastructure projects, and made available at public buildings, public meetings, and other major activity centers. They can also be printed as an on-going effort to disseminate pedestrian safety messaging, including topics such as safe street crossing at various types of intersections, pedestrians' rights and responsibilities when crossing the street, and motorists' rights and responsibilities related to pedestrians. These materials should be provided in multiple languages, and can target specific populations such as children or older adults. Examples are available through the Federal Highway Administration (http://safety.fhwa.dot.gov/ped_bike/ped_bike_order), AAA (<http://www.aaafoundation.org/products>), and the National Highway Traffic Safety Administration (<http://www.nhtsa.gov/Pedestrians>).

Pedestrian and Alcohol Awareness Campaign

According to the Centers for Disease Control and Prevention, alcohol involvement for the driver or the pedestrian was reported in 48% of the traffic crashes that resulted in pedestrian death. This safety risk can be addressed through a targeted campaign to increase awareness of the problem, both for pedestrians and drivers. This campaign can be implemented in partnership with businesses, restaurants, bars, and local colleges to obtain a wide reach while retaining a targeted approach.

Safety Device Giveaway

At special events, the City of Oxnard can provide community members with pedestrian equipment such as walking/jogging lights and reflectors, pedometers, or water bottles. These giveaways help draw attention to safe walking throughout the city.

ENCOURAGEMENT PROGRAMS & POLICIES

Encouragement programs are similar to education programs, but focus more on addressing individual barriers to walking and encouraging people to try walking as a mode of transportation or recreationally. This category also includes overall policies that can help shape the pedestrian environment and encourage a safe, comfortable walking environment throughout the city.

Pedestrian-Oriented Speed Limits and Speed Surveys

Pedestrian fatality rates increase exponentially with vehicle speed. Thus, reducing vehicle speeds in pedestrian zones may be one of the most important strategies for enhancing pedestrian safety. A recent policy directive from the California Department of Transportation, pursuant to the California Vehicle Codes (CVC) and resulting in changes to the California Manual on Uniform Traffic Control Devices (MUTCD), provides state and local municipalities with the authority to reduce the posted speed limit if an engineering and traffic study demonstrates that a different (lower) speed limit may be a better fit based on local conditions. The allowable reduction is five miles per hour from what the posted speed limit needs to be based on the 85th percentile speed of free-flowing traffic. The city could explore the use of reduced speed limits in school zones or heavy pedestrian areas, and could consider pedestrian volumes when setting speed limits.

Pedestrian-Oriented Traffic Signal and Stop Sign Warrants

Providing all-way stop or signal control at an intersection may improve pedestrian safety by reducing speeds and controlling pedestrian-vehicle conflicts. The MUTCD defines warrants for installing signals and stop signs. The City may choose to define relaxed pedestrian criteria to encourage pedestrian safety. Best practices for stop-sign warrant application include:

- Requiring a crash history of three instead of five collisions based on routine underreporting
- Reducing traffic volume thresholds based on latent demand
- Providing consideration for school children, pedestrians and traffic speeds

Pedestrian-Friendly Traffic Signals

Pedestrian-friendly traffic signals can include Leading Pedestrian Intervals (LPIs), leading or lagging protected left turn phases, pedestrian crossing beacons (such as the Rectangular Rapid Flash Beacon or the High Intensity Activated Crosswalk, two FHWA-approved alternatives), and pedestrian scrambles.

An LPI gives pedestrians an advance walk signal before motorists get a green signal, giving the pedestrian several seconds to start walking in the crosswalk before a concurrent signal is provided to vehicles. This

makes pedestrians more visible to motorists and motorists more likely to yield to them. Typical LPI settings provide 3 to 6 seconds of advance walk time.

Leading or lagging protected left turn phases provide a green arrow for left turning vehicles while stopping both on-coming traffic and parallel pedestrian crossings to eliminate conflicts. Protected left turn phasing is particularly appropriate for locations with relatively high left turn volumes.

The pedestrian crossing beacon rests dark when not in use. When a pedestrian pushbutton or detector is actuated, the beacon begins with a flashing yellow light, followed by a solid yellow light, alerting drivers to slow. A solid red light requires drivers to stop while pedestrians have the right-of-way to cross the street. The City of Oxnard has been working to install pedestrian crossing beacons to improve pedestrian safety at unsignalized intersections.

A pedestrian scramble phase, sometimes called a Barnes Dance, is a cycle which allows pedestrians to cross in all directions. Pedestrian scramble phases are appropriate for intersections with high pedestrian volumes. To improve safety, pedestrian scramble phases can be paired with a right-turn-on-red restriction. By introducing an exclusive phase for pedestrians, the total cycle length increases for all users.

Design Policies and Development Standards

Design policies and development standards can improve the pedestrian walking experience, encourage walking, enhance economic vitality, and offer funding opportunities for pedestrian improvements. The city can develop guidelines for façade design, urban art, open space, sidewalks, and gateways. City staff can also encourage pedestrian-oriented development through internal review of projects on a case-by-case basis. The City of Oxnard General Plan includes some recommendations that new development site design be oriented to pedestrian access. Additionally, some ordinances in the City Code address the importance of these elements and provide guidance.

Specific types of design policies and development standards that have an effect on the pedestrian environment include:

- Adoption of Street Tree Requirements: Street trees enhance the pedestrian environment by providing shade and a buffer from vehicles. Street trees may also enhance property values, especially in residential neighborhoods. However, street trees, when improperly selected, planted, or maintained, may cause damage to sidewalks and adjacent public utilities.
- Adoption of Open Space Requirements: Residents typically rate open space as among a jurisdiction's key assets and needs. Open space may encourage walking, especially for recreational trips. Landscaping requirements and lot building coverage limits result in open space provisions for residential and non-residential land uses. The Oxnard City Code includes open space requirements.
- Adoption of Newspaper Rack Ordinance: Newspaper racks may obstruct walkways and reduce accessibility and pedestrian visibility when ordinances are not in place. A

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Newspaper Rack Ordinance improves the pedestrian realm by reducing clutter and organizing sidewalk zones. A Newspaper Rack Ordinance details size, location, and maintenance requirements. The Oxnard City Code includes a newspaper rack regulation.

- Adoption of Street Furniture Requirements: Street furniture encourages walking by accommodating pedestrians with benches to rest along the route or wait for transit; trash receptacles to maintain a clean environment; street trees for shade, etc. Uniform street furniture requirements also enhance the design of the pedestrian realm and may improve economic vitality. The City has established street furniture requirements.
- Adoption of Public Art Program: Public art enhances public space that is experienced by pedestrians. This could include public art in active pedestrian areas, like the Central Business District, or in places that otherwise feel uninviting to pedestrians, such as freeway underpasses. The City has a public art program.
- Adoption of a Temporary Use Program for Vacant Space in Business District: Temporary uses for vacant space in the business district can avoid the uninviting, unsafe, or unpleasant effects of business closures on a block-face, causing voids in activity level and eyes on the streets. Utilizing the space more creatively between tenants or uses can help bridge these gaps, and can provide ideal opportunities for temporary art installations, food trucks, or pop-up shops. The City has a temporary use program.

Adoption of Complete Streets Policy

Complete Streets Policies accommodate all modes of travel and travelers of all ages and abilities. The ten elements of a Complete Streets Policy are itemized by the National Complete Streets Coalition: (National Complete Streets Coalition, 2015)

1. Includes a vision for how and why the community wants to complete its streets.
2. Specifies that 'all users' includes pedestrians, bicyclists and transit passengers of all ages and abilities, as well as trucks, buses and automobiles.
3. Applies to both new and retrofit projects, including design, planning, maintenance, and operations, for the entire right of way.
4. Makes any exceptions specific and sets a clear procedure that requires high-level approval of exceptions.
5. Encourages street connectivity and aims to create a comprehensive, integrated, connected network for all modes.
6. Is adoptable by all agencies to cover all roads.
7. Directs the use of the latest and best design criteria and guidelines while recognizing the need for flexibility in balancing user needs.

8. Directs that Complete Streets solutions will complement the context of the community.
9. Establishes performance standards with measurable outcomes.
10. Includes specific next steps for implementation of the policy.

The City of Oxnard already includes many elements of a Complete Streets policy in the Circulation Element of the General Plan. The City could formalize these elements into an official Complete Streets Policy in order to institutionalize the practices associated with Complete Streets. More information can be found at <http://www.smartgrowthamerica.org/complete-streets/changing-policy/policy-elements>.

The following jurisdictions have established practices for Complete Streets, including implementation of these policies through multi-modal level of service thresholds, and may serve as models for Oxnard:

- Fort Collins, Colorado's Multi-Modal Level of Service Manual: www.fcgov.com/link-disclaimer.php?TABID=5andURL=http://www.co.larimer.co.us/engineering/GMARdStds/APdxH%2010-01-02.pdf
- Charlotte, North Carolina's Urban Street Design Guidelines: www.charneck.org/Departments/Transportation/Urban+Street+Design+Guidelines.htm
- Sacramento Transportation and Air Quality Collaborative Best Practices for Complete Streets: www.completestreets.org/documents/FinalReportII_BPCompleteStreets.pdf
- San Francisco, California, Department of Public Health's Pedestrian Quality Index: www.sfphes.org/HIA_Tools/PEQI.pdf
- San Francisco County Transportation Authority's Multi-modal Impact Criteria: www.sfcta.org/images/stories/Planning/CongestionManagementPlan/2007%20-%20appendix%2005%20-%20tia.pdf

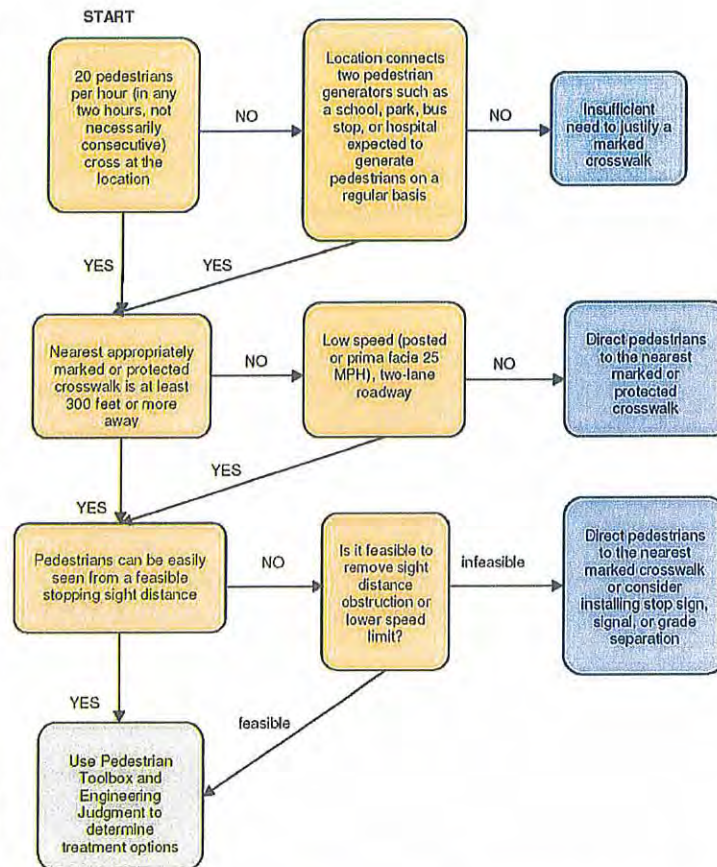
Use of Neighborhood-Sized Schools

Neighborhood-sized schools, as opposed to mega schools on the periphery, are a key ingredient for encouraging walking and bicycling to school. Elementary schools within the City of Oxnard are already well-integrated into the fabric of the neighborhoods, and the Oxnard General Plan includes a policy related to bicycle and pedestrian access to schools. To implement this effort further, pedestrian and ADA improvements could be prioritized near schools. The City could further adopt a formal policy to encourage neighborhood-sized schools, work with the local school districts to also establish a policy on neighborhood-sized and -oriented schools as part of a Safe-Routes-to-School policy, and work with the school districts to establish suggested walking routes and address potential barriers to pedestrian or bicycle access.

Crosswalk Installation, Removal and Enhancement Policy

A formal policy for crosswalk installation, removal, and enhancement provides transparency in decision-making and adopts best practices in pedestrian safety and accommodation. The city could adopt a formal crosswalk policy, using research to inform the decisions to provide marked crossings at uncontrolled locations. The figure at right provides a sample crosswalk decision tool that can be employed to determine locations where marked uncontrolled crossings are appropriate. Once the decision to provide a marked crossing has been made, the decision on what type of crossing would be based on Table 1, below. This table provides guidance on the type of appropriate crossing and enhancement treatments that are appropriate based on that location's number of lanes, average daily traffic, posted speed limit, and presence of a raised median. These samples may be studied further before application to local conditions.

The crosswalk policy should reflect best practices and recent research with respect to the installation, removal, and enhancement of crosswalks, which includes removing crosswalks only as an option of last resort and providing safety-enhanced midblock crossings where pedestrians already demonstrate the desire to cross. This policy may consider adopting the "triple four" crosswalk striping treatment as used in Sacramento and other jurisdictions in California. Additionally, the policy should include criteria for

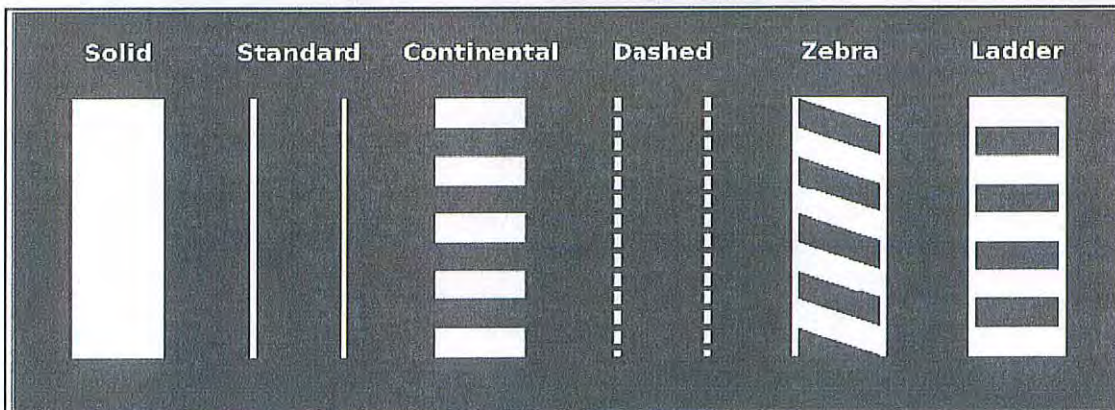


Triple-4 Crosswalk Style (Erik Fredericks via Flickr)

installing crosswalk enhancements, such as flashing beacons, in-roadway warning lights, or in-roadway pedestrian signs. The City of Oxnard already installs flashing beacons to upgrade crosswalks.

Additional crosswalk policy resources include:

- Sacramento Pedestrian Crossing Guidelines
 (Can be downloaded from: <http://www.cityofsacramento.org/Public-Works/Transportation/Programs-and-Services/Pedestrian-Program>)
- Stockton Crosswalk Policy
 (<http://www.stocktongov.com/files/PedestrianSafetyAndCrosswalkInstallationGuidelines.pdf>)
- Federal Highway Administration Study on Marked versus Unmarked Crosswalks
 (http://safety.fhwa.dot.gov/ped_bike/docs/cros.pdf)
- National Cooperative Highway Research Program Report on Crosswalks at Uncontrolled Locations
 (http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_562.pdf)
- Caltrans/UC Berkeley Study on Pedestrian/Driver Behavior at Marked versus Unmarked Crosswalks
 (<http://repositories.cdlib.org/its/tsc/UCB-TSC-RR-2007-4>)



Standard Crosswalk Marking Patterns

Image source: FHWA, Planning and Designing for Pedestrian Safety Course, 2008

Table 1, below, refers to Level 1, Level 2, and Level 3 devices, which are categorized based on the level of safety concern they are intended to address: Level 1 (all cases), Level 2 (enhancements), and Level 3 (advanced enhancements). These categories are cumulative; for example, a Level 2 device also includes appropriate Level 1 devices. Level 1 devices include pedestrian refuge islands, curb bulb-outs, high-visibility markings, advanced yield or stop lines, advanced warning signs, or in-street pedestrian crossing signs. Level 2 devices include raised crosswalks, overhead pedestrian crossing beacons, or rectangular rapid flashing beacons. Level 3 devices include pedestrian overpasses or underpasses, High Intensity Activated Crosswalk beacons, or pedestrian signals.

TABLE 1: SAMPLE SUMMARY OF CROSSING TREATMENTS FOR STREETS OF VARYING LANES, POSTED SPEED LIMITS, AND AVERAGE DAILY TRAFFIC

Level One: Two-Lane Streets			
Number of Cars	Posted Speed		
(average daily traffic)	30 miles per hour or less	35 miles per hour	40 miles per hour or more
Up to 15,000 cars per day	Triple-four	Triple-four	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
15,000 cars or more per day		Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge (Level 3 device)
Level Two: Three-Lane Streets			
Number of Cars	Posted Speed		
(average daily traffic)	30 miles per hour or less	35 miles per hour	40 miles per hour or more
9,000 cars or fewer per day	Triple-four	Triple-four	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day		Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Level 1 and 2 devices	Pedestrian signal or bridge (Level 3 device)
15,000 cars or more per day		Pedestrian signal or bridge (Level 3 device)	
Level Three: Four or More Lanes With a Raised Median			
Number of Cars	Posted Speed		
(average daily traffic)	30 miles per hour or less	35 miles per hour	40 miles per hour or more
9,000 cars or fewer per day	Triple-four	Triple-four	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day		Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge (Level 3 device)
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices		

TABLE 1: SAMPLE SUMMARY OF CROSSING TREATMENTS FOR STREETS OF VARYING LANES, POSTED SPEED LIMITS, AND AVERAGE DAILY TRAFFIC			
	2 devices		
15,000 cars or more per day	Pedestrian signal or bridge (Level 3 device)	Pedestrian signal or bridge (Level 3 device)	
Level Four: Four or More Lanes Without a Raised Median			
Number of Cars (average daily traffic)	Posted Speed		
	30 miles per hour or less	35 miles per hour	40 miles per hour or more
9,000 cars or fewer per day	Triple-four	Triple-four	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day	Triple-four plus a pedestrian refuge or other Level 1 device	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge (Level 3 device)
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices		
15,000 cars or more per day	Pedestrian signal or bridge (Level 3 device)	Pedestrian signal or bridge (Level 3 device)	
Source: "Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations," 2005. Federal Highway Administration.			

Adoption of Vision Zero Policy

A Vision Zero policy sets the goal of reducing traffic-related fatalities to zero by a certain year. Though it is ambitious, it clearly articulates the idea that even one traffic-related fatality is unacceptable, and that the city is actively working to improve safety conditions for all road users – including vulnerable users like pedestrians and cyclists – throughout the city.

Adoption of Construction Access Standards

Construction access standards ensure pedestrians have an alternate path during construction projects that obstruct the sidewalk or shoulder. The most pedestrian-friendly option is to construct a temporary walkway protected from traffic with temporary ADA-compliant ramps where necessary. Establishing and

enforcing these standards can allow a city to maintain a pedestrian-oriented environment even in periods of heavy development.

Program Pedestrian Space

Programming pedestrian space requires a relatively low capital investment and can be done in partnership with businesses, non-profits, and community organizations. Existing spaces, including parks, plazas, sidewalks and even temporarily-closed streets can be activated by scheduling and promoting concerts, farmers markets, festivals, and other fun, exciting public uses. These temporary uses can be regularly scheduled or discreet events. In Oxnard, many of the downtown spaces are already programmed during summer months with great success. This idea could be further developed in other parts of the city, or implemented more permanently by closing down a street parking space, an alley, or a redundant street segment to install furniture, planters, or fitness equipment. The City of Oxnard closed A Street in Downtown Oxnard to traffic for several years as part of a redevelopment effort. The City reopened A Street in the 1980s after evaluating the effect on adjacent businesses, traffic flow, crime and pedestrian activity. It is possible that renewed support for this type of program may exist in Oxnard based on recent successes in other nearby jurisdictions, such as the People St program at the City of Los Angeles. More information on People St can be found at www.peoplest.lacity.org.

General Plan Updates

Planning principles contained in a city's General Plan can provide an important policy context for developing pedestrian-oriented, walkable areas. Transit-oriented development, higher densities, and mixed uses are important planning tools for pedestrian-oriented areas. The City of Oxnard has enhanced pedestrian-friendly goals, policies, and actions defined in the General Plan through the development of a Bicycle and Pedestrian Facilities Master Plan, adopted in 2012.

Additionally, the Circulation Element of the Plan assigns roadway typologies, which could include a layered network approach with prioritized corridors for transit, pedestrian, bicycle, and auto travel. Future updates to the General Plan could include pedestrian nodes, pedestrian-oriented guidelines, and sidewalk networks as part of the Circulation Element.

Pedestrian Master Plan Updates

This type of plan augments the Circulation Element in the General Plan, and typically includes a large menu of policy, program, and practice suggestions, as well as site-specific (and prototypical) engineering treatment suggestions. A Pedestrian Master Plan documents a jurisdiction's vision for improving walkability and pedestrian safety; establishes policies, programs, and practices; and outlines the prioritization and budgeting process for project implementation.

The 2002 Oxnard Bicycle and Pedestrian Master Plan was updated in 2012 with recommended facilities and policies through 2020. Another update to the plan would be appropriate for adoption in 2020, or sooner if the City's policies, vision, and priorities have changed since 2012.

Preparation of a Cultural or Historical Preservation Plan

A cultural or historical preservation plan can help identify some of the most valuable assets in a community, and can work to promote pedestrian access to these sites. Establishing goals and setting policies and programs to retain cultural and historical assets with attention to pedestrian access can increase economic vitality, tourism, and community engagement.

Walk to Work Day

Host and promote Walk to Work Day, an event often hosted by various cities around the country annually in April. This is a good opportunity to give away safety equipment, raise the visibility of walking and pedestrian safety in the City, and partner with local community groups and businesses to create a pedestrian advocacy community.

Pop-up Neighborhood Event

During the design development phase of pedestrian infrastructure, Oxnard can host a "pop-up" event with temporary in-street installations at the site of approved facilities. These events allow community members to try out, touch, and see the potential improvements in their future location. The event helps residents understand the benefits of sometimes unusual or untraditional neighborhood greenway treatments, such as traffic diverters, parklets, pavement markings and signage.

Rideshare Week

The City of Oxnard can promote and participate in Rideshare Week, a regional event sponsored by the Ventura County Air Pollution Control District and the Ventura County Transportation Commission in the month of October. It is also a good opportunity to distribute pedestrian education materials and work with local businesses to sponsor future pedestrian events.

Walking School Buses

Establish Walking School Buses to and from schools in Oxnard. Walking School Buses are organized walking groups where adults "pick up" kids along a specific route to school at specific locations. This way, children are supervised during their travel to school. These programs can be organized on a weekly or daily basis, or for special events like Walk to School Day.

Walking Mascot

A walking mascot helps generate excitement around walking to school, and can be used in conjunction with a Walk to School Day celebration, walking school buses, or Safe Routes to School programs. In Bellevue, WA, a walking mascot campaign at their elementary school was used in conjunction with roadway improvements. The mascot, called PedBee, is also featured on school safety signs and makes personal appearances at school safety days. Safety days include local staff from the City's Transportation and Police Departments. Children are taught walking and traffic safety basics, such as crossing the street safely. Children are also given traffic safety workbooks that provide guidance with hands-on activities such as coloring and safety procedure quizzes.

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Corner Captains / Safe Passages Program

The Corner Captain program is effective in neighborhoods where lack of adult supervision is a barrier for children to walk to school. Neighbors or parents agree to stand at a corner of a route to school during the start or end of the school day to supervise kids as they walk to or from school. With clear sight lines, students will be seen the entire length of the block. Corner captains should wear reflective vests for safety and to demonstrate their official participation in the program. In Chicago, a similar program was implemented in partnership between Chicago Public Schools and the Chicago Police Department called Safe Passages, using paid community-hired staff to ensure students had adult supervision and a rapid connection to police, if necessary, on their walking commute to and from school.

Individualized Marketing

Individualized marketing programs encourage walking, carpooling, bicycling and transit use through information packets with personalized route selections and suggested organized activities that get people out in their neighborhoods or places of employment to shop, work, and discover how many trips they can easily, conveniently, and safely make without using a car. A successful example of an individualized marketing program is SmartTrips, developed in Portland, Oregon, which provides print and online materials to help individuals make the switch to other modes of transportation for some trips.

Transportation Demand Management Programs

Transportation Demand Management (TDM) programs encourage multi-modal travel by incentivizing non-auto options. As new development occurs, TDM programs can be expanded, formalized, and strengthened. The Oxnard General Plan references TDM in order to reduce vehicle trips, meet air quality goals, and reduce congestion. Further, the City of Oxnard adopted a TDM Plan in November 2015. As part of a comprehensive TDM program, the City of Oxnard can hire or identify a part-time TDM Coordinator, create a TDM program and accompanying website with separate pages for employees, residents, and visitors, and develop a TDM policy which formalizes the following actions, some of which already occur through the Ventura County Transportation Commission or the City of Oxnard:

- Incentivizes non-auto travel options (e.g., commuter checks, parking cash-out programs, transit passes, bicycling stipends, etc.)
- Creates support for major employers to implement a TDM program (e.g., emergency ride home programs, which is already available through Ventura County Transportation Commission)
- Involves the local transit provider(s) in major decisions

National Night Out

The city can distribute pedestrian safety education materials and/or equipment at neighborhood block parties or local police department events during National Night Out, typically held annually in August.

Neighborhood Pace Car

Residents can set the pace on streets in their neighborhood by driving no faster than the posted speed limit. On streets with only one lane in each direction, this will effectively force other motorists to drive slower. Many communities distribute stickers that say "Neighborhood Pace Car - Drive the Speed Limit," which residents can place on their rear windshield. Speeding can increase the risk of collisions, as well as the severity of collisions that involve pedestrians.

Develop Communications Strategy for Emergency Responders

Emergency responders can be vital partners in a city's effort to improve pedestrian safety. In particular, they can become compelling advocates for changes to infrastructure that improves pedestrian safety, but appears to interfere with emergency response time or maneuverability. Establishing early partnerships with emergency responders can avoid these perceived conflicts, and can offer insight and differing perspective into public safety. The City of Oxnard already engages in this practice.

ENFORCEMENT EFFORTS

Enforcement tools involve efforts by the police department, and have been demonstrated to be very effective in improving safety for road users. However, some programs can require a significant investment of staff time from local police departments or city agencies.

Increased Fines for Motor Vehicle Drivers

An increase in traffic fines for infractions that have particular safety implications for pedestrians, such as red-light running, speeding, and running stop signs, has been shown to discourage driver violations and improve safety. Variations on this include double fines in school zones and construction zones.

Police Bicycle Patrol

A police patrol conducted by bicycle helps to bring awareness and attention to the safety issues related to walking and bicycling within Oxnard. It also can improve the relationship between police officers and community members, pedestrians and bicyclists. The City of Oxnard has a police bicycle patrol. Areas with high pedestrian activity, such as Downtown Oxnard and around schools could be prioritized to receive more frequent bicycle patrols.

Speed Enforcement in School Zones

Strict enforcement of speed laws in school zones can improve the safety for children walking to school. A 'zero tolerance' policy for speeders in school zones, and an increase in fines for drivers who violate the posted school zone speed limit, are both potential approaches.

Speed Trailers and Active Speed Monitors

Speed trailers and active speed monitors display the speed of oncoming vehicles. Speed trailers are portable, whereas speed monitors are installed at permanent locations. Both devices help officers track motorist speed, display current speed to motorists, and create awareness of the posted speed limit.

Devices should be placed at known locations with reported speeding, and should be used in conjunction with random ticketing operations. The City of Oxnard utilizes these tools to discourage speeding.

Neighborhood Speed Watch/Radar Lending Program

If speeding is a problem, law enforcement officers can lend speed radar guns to students or residents to check speeds of passing vehicles. The student or resident records the license plate number of any speeding vehicles, and law enforcement will send a speeding notice warning to the motorist. A group of organized neighbors can also commit to periodically monitoring streets for speeding vehicles. The Oxnard Police Department already has an active Neighborhood Watch program that could develop and integrate a speed watch or radar lending initiative.

Tattletale Lights

To help law enforcement officers catch red-light runners safely and more effectively, a "rat box" is wired into the backside of a traffic signal controller and allows enforcement officers stationed downstream to identify, pursue, and cite red-light runners. Warning signs may be set up along with the box to warn drivers about the fine for red-light violations. Rat boxes are a low-cost initiative (approximately \$100 to install the box), but do require police officers for enforcement.

Traffic Complaint Hotline

Oxnard residents can report non-emergency traffic violations to law enforcement through an established traffic complaint hotline. Officers can target problem areas more effectively with records of traffic complaints. This also allows the community to engage efficiently with officers.

Targeted Enforcement Efforts

Targeted enforcement efforts draw attention to specific issues, such as crosswalk violations, speeding, or driving under the influence, which can endanger pedestrians. These efforts often include both citations and educational materials that focus on safe and lawful behavior for all road users. Enforcement can be targeted at areas such as schools, public facilities, and locations with demonstrated collision history.

Sidewalk Riding Prohibition

Sidewalk bicycle riding can be dangerous for pedestrians, particularly in areas of high activity such as Downtown Oxnard. The City of Oxnard has a prohibition on sidewalk bicycle riding for bicyclists over 12 years old. The City can develop and post educational signage on the sidewalk to inform bicycle riders and pedestrians that riding in the bike lane is safer for everyone.

EVALUATION

Evaluation efforts can demonstrate the value of investing in pedestrian infrastructure and programming. These efforts can also help guide data collection, even if not to immediately work towards evaluation of particular projects or initiatives.

Inventory of Sidewalks, Informal Pathways, and Key Opportunity Areas

A GIS-based sidewalk inventory enables coordinated efforts between pedestrian improvements and development projects. An inventory allows project identification, prioritization, and coordination with new development, roadway resurfacing, and other city infrastructure projects. The Oxnard Sidewalk Survey project is a key element of this program. Future action could include ongoing re-assessment and maintenance of the GIS database, as well as expansion of the database to include the conditions of all street segments.

Inventory of Pedestrian Traffic Control Devices

The 2009 federal Manual of Uniform Traffic Control Devices (MUTCD) requires the installation of countdown pedestrian signals for all new signals. Replacing traffic signal bulbs with LED bulbs is also suggested to increase visibility and improve efficiency. In order to assist this process, and to prioritize future retrofits and infrastructure projects, the City should maintain an inventory of pedestrian signs, markings, and traffic control devices. The Oxnard Sidewalk Survey project began the process of inventorying these types of devices for all sidewalks adjacent to buildings constructed before 1992.

Coordination with Health Agencies

Involving non-traditional partners such as Emergency Medical Service (EMS) personnel, public health agencies, pediatricians, etc., in the planning or design of pedestrian facilities may create opportunities to be more proactive with pedestrian safety, identify pedestrian safety challenges and education venues, and secure funding. Additionally, under-reporting of pedestrian-vehicle collisions could be a problem that may be partially mitigated by involving the medical community in pedestrian safety planning.¹ The City of Oxnard could seek opportunities for technical collaboration and funding with first responders, public health and health care professionals.

Health Impact Assessments

Health Impact Assessments (HIA) are a tool borrowed from the field of public health to assess how healthy a community is, related to community design and public space. An HIA can help a city identify public health-related areas of improvement, utilize new data sources and analytic methods, and develop action items to improve the health of the community overall and mitigate disproportionate distribution of negative health effects across a population. This evaluation effort can be undertaken in conjunction with health professionals, as described above.

Walking Audits

Conduct walking audits as part of outreach strategies for new development projects or as a comprehensive SRTS program. A walking audit leads stakeholders on a set course to discuss pedestrian

¹ Sciortino, S., Vassar, M., Radetsky, M. and M. Knudson, "San Francisco Pedestrian Injury Surveillance: Mapping, Underreporting, and Injury Severity in Police and Hospital Records," *Accident Analysis and Prevention*, Volume 37, Issue 6, November 2005, Pages 1102-1113

safety concerns and strategies to improve safety. Walking audits can be conducted as part of a Pedestrian Safety Assessment, offered through the Berkeley Tech Transfer Program, free to participating cities. More information about the Pedestrian Safety Assessments can be found at <http://www.techtransfer.berkeley.edu/services/pedestrian-safety-assessments>. The City of Oxnard has conducted Walking Audits in the past, and could continue the practice as part of an ongoing evaluation strategy.

POLICIES & PROGRAMS MATRIX

Program / Policy	Key Partners and Stakeholders	Timeline	Effectiveness			Cost			Recommended in Bicycle and Pedestrian Master Plan 2012	Some Action Already Taken by Oxnard	FTE Cost	Potential Funding Sources, Case Studies & Resources	
			Low	Med	High	Low	Med	High					
Recommended Education Programs													
Staff / Agency Training	City departments	Near-term									0.25 - 0.5 FTE	California Active Transportation Program; FHWA Pedestrian Focus Training (via PBIC): http://www.pedbikeinfo.org/training/webinars_FHWA.cfm Florida DOT Training: http://www.dot.state.fl.us/officeofdesign/Training/DIPST/Registration.html	
		periodic											
Safe Routes to School	School districts	Mid-term									0.5 - 1 FTE	California Active Transportation Program; Riverside County SRTS Program: http://saferoutescalifornia.org/2011/04/27/riversidecounty-srts-glendale-srts-program Glendale SRTS Program: http://www.casaferoutestools.org/wp-content/uploads/2011/05/SRTS-Success-Story_Glendale_10-8-12.pdf	
		ongoing											
Additional Education Programs													
Teen Traffic Safety Education	Oxnard Union High School District	Mid-term											
Safe Routes Ambassadors / Pedestrian Safety Education Team	City departments, Oxnard School Districts	Near-term		X				X		X			
Pedestrian-Scale Signage and Wayfinding	City departments	Mid-term								X			
Citywide Walking Maps	City departments	Near-term											
Web presence	City departments	Near-term								X			
Billboards / Electronic Message Boards	City departments	Near-term		X				X					

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Revised 11/25/2015

Programs Matrix

Program / Policy	Key Partners and Stakeholders	Timeline	Effectiveness			Cost			Recommended in Bicycle and Pedestrian Master Plan 2012	Some Action Already Taken by Oxnard	FTE Cost	Potential Funding Sources, Case Studies & Resources
			Low	Med	High		Low	Med				
Public Service Announcements	City departments, Gold Line Transit, local radio and TV stations	Mid-term		x			x					
		Mid-term		x			x					
Videos Flyers, Postcards, Brochures and Pamphlets	City departments City departments, BID, bars & restaurants	Near-term							x			
		Mid-term		x			x					
Safety Device Giveaway	City departments	Near-term	x				x		x			
Recommended Encouragement Programs												
Targeted Events in High-Need Areas	City departments, public works	Mid-term										California Active Transportation Program; State standard for establishing "high needs areas" via the CalEnviroScreen Tool: oehha.ca.gov/ej/ces2.html
		periodic				x		x		x		
Open Streets Events	City departments	Mid-term										Santa Barbara Open Streets: http://sbopenstreets.org/
Additional Encouragement Programs												
Pedestrian-Oriented Speed Limits and Speed Surveys												
Pedestrian-Oriented Traffic Signal and Stop Sign Warrants				x			x					
Pedestrian-Friendly Traffic Signals (LPIs, Lagging Lefts, Ped Scramble, Pedestrian Beacons)	Public Works, City Departments											
Design Policies and Development Standards			x				x				x	
Adoption of Street Tree Requirements												
Adoption of Open Space Requirements				x			x					
				x			x					

Yellow highlighting indicates a recommended program for the City of Oxnard.

Revised 11/25/2015

Program / Policy	Key Partners and Stakeholders	Timeline	Effectiveness			Cost			Recommended in Bicycle and Pedestrian Master Plan 2012	Some Action Already Taken by Oxnard	FTE Cost	Potential Funding Sources, Case Studies & Resources
			Low	Med	High	Low	Med	High				
Adoption of Newspaper Rack Ordinance				x		x				x		
Adoption of Street Furniture Requirements				x		x				x		
Adoption of Public Art Program	City departments, BID			x		x				x		
Adoption of a Temporary Use Program for Vacant Space in Business District	City departments, BID			x		x				x		
Adoption of Complete Streets Policy				x		x				x		
Use of Neighborhood-Sized Schools				x		x				x		
Crosswalk Installation, Removal and Enhancement Policy						x	x					
Adoption of Vision Zero Policy	City departments	term recurring		x		x						
Adoption of Construction Access Standards	City departments			x		x						
Program Pedestrian Space	City departments, BID			x			x					
General Plan Updates				x				x		x		
Pedestrian Master Plan Updates				x				x		x		
Preparation of a Cultural or Historical Preservation Plan			x						x			
Walk to Work Day	City departments, advocacy organizations, community organizations, Oxnard Police Department, school districts, Downtown Oxnard PBID, Chamber of Commerce	Mid-term periodic		x				x				
Pop-Up Neighborhood Event	City departments	Mid-term periodic		x				x				
Rideshare Week		Mid-term periodic		x			x					
Walking School Buses	City departments		x				x		x			

Notes: Yellow highlighting indicates a recommended program for the City of Oxnard.

Revised 11/25/2015

Programs Matrix

Program / Policy	Key Partners and Stakeholders	Timeline	Effectiveness			Cost			Recommended in Bicycle and Pedestrian Master Plan 2012	Some Action Already Taken by Oxnard	FTE Cost	Potential Funding Sources, Case Studies & Resources
			Low	Med	High	Low	Med	High				
Walking Mascot	City departments, school districts	Mid-term ongoing	x				x					
Corner Captains / Safe Passages program	City departments, school districts	Mid-term ongoing		x					x			
Individualized Marketing	City departments, advocacy organizations, community organizations	Mid-term ongoing			x				x			
Transportation Demand Management Programs	City departments, Employers			x			x		x			
National Night Out	City departments, Oxnard Police Department	Near-term periodic		x				x				
Neighborhood Pace Car	City departments	Near-term ongoing		x			x					
Develop Communications Strategy for Emergency Responders	City departments	Mid-term ongoing		x			x			x		
Recommended Enforcement Programs												
Pedestrian Training for Officers / Pedestrian Liaison Officer	Oxnard Police Department	Near-term periodic			x		x				0.25 - 0.5 FTE	California Office of Traffic Safety; PBI Examples: http://www.pedbikeinfo.org/programs/enforcement_worklawenforce.cfm
Traffic Safety Grants	City departments, Oxnard Police Department	Mid-term periodic		x			x			x	0.25 FTE	California Office of Traffic Safety; Los Angeles Police Department - Distracted Driving PSAs: https://www.youtube.com/watch?v=LN0vYpwkgw8
Additional Enforcement Programs												
Increased Fines	City departments, Oxnard Police Department	Mid-term ongoing			x		x					
Police Bicycle Patrol	Oxnard Police Department	Mid-term ongoing		x				x		x		
Speed Enforcement in School Zones	Oxnard Police Department, school districts	Near-term ongoing			x			x				

Note: Yellow highlighting indicates a recommended program for the City of Oxnard.

Revised 11/25/2015

PROJECT SHEETS – CONCEPTUAL PLANS AND GRAPHICS

MEMORANDUM

Date: 11/11/2015
To: City of Oxnard
From: Sally Swanson Architects Inc.
Fehr & Peers
Subject: *Project Sheets – Conceptual Plans & Graphics*

INTRODUCTION

This section provides conceptual planning for the top 10 areas out of the 14 identified areas in this report sorted by their ADA Severity Average. The conceptual plans provide recommendations to address ADA deficiencies at each location as well as improve general pedestrian environment by increasing safety and comfort for people walking. To supplement these recommendations, the conceptual plans cite relevant design standards, note potential funding sources and provide preliminary cost estimates to address all ADA deficiencies identified.

None of the 10 identified areas were specifically addressed in the 2012 Bicycle and Pedestrian Facilities Master Plan (BPFMP) thus no information from the BPFMP is included in the following project sheets.

Note: Refer to Appendix A for all assumptions and details used to development preliminary cost estimates for each area.



- | | | | | | |
|---|---|---|--|---|---------------------------------------|
| <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center;">2</div> | <p>Install 2 new parallel curb ramps</p> <p>Install 2 new parallel curb ramps</p> | <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center;">4</div> | <p>Install 2 new parallel curb ramp</p> <p>Install new perpendicular curb ramp</p> | <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">5</div> | <p>Install new parallel curb ramp</p> |
|---|---|---|--|---|---------------------------------------|



SALLY SWANSON
ARCHITECTS, INC.

Palm Drive from A Street to C Street

ATTACHMENT ²
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1. Palm Drive from A Street to C Street

Recommendations for Palm Drive from A Street to C Street include:

- Reconstruct curb ramps along Palm Drive comply with ADA
- Install new curb ramps at Palm Drive and A Street
- Tighten curb radius as part of ramp reconstruction at Palm Drive and A Street (NW corner)

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$7,951 Medium - \$13,032 High - \$36,710 (See Appendix A for assumptions and detail.)	SCHEDULE



- | | | | |
|------------------------------------|---|------------------------------------|------------------------|
| 1 Yield limit lines | 3 Truncated dome ramp surfaces | 5 Curb extensions | + Repaired gutter lips |
| 2 High visibility crosswalk | 4 Curb ramps on southern side of Raiders Way | 6 High visibility crosswalk | + Repaired ramp slopes |
| | | 7 Accessible push buttons | |

Raiders Way from Dallas Drive to Rose Avenue

2. Raiders Way from Dallas Drive to Rose Avenue

Recommendations for Raiders Way from Dallas Drive to Rose Avenue include:

- Construct curb ramps along south side at driveways to provide continuous access along the sidewalk
- Upgrade pedestrian push buttons at Rose Avenue to meet ADA compliance
- Install high visibility crosswalk across Rose Avenue (N) at Raiders Way
- Construct curb ramp at Dallas Drive and Raiders Way (SE corner) to provide direct access to Oxnard High School from the north and west
- Install high visibility crosswalk across Raiders Way at Dallas Drive in conjunction with curb ramp described above

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$37,183 Medium - \$49,235 High - \$79,060 (See Appendix A for assumptions and detail.)	SCHEDULE



- | | | | |
|--|---------------------------------------|---------------------------------------|------------------------|
| 1 Yield limit lines | 3 Curb extensions | 5 Reconstructed curb ramps | + Repaired gutter lips |
| 2 High visibility tapered crosswalk | 4 Truncated dome ramp surfaces | A Alternate crosswalk location | + Repaired ramp slopes |

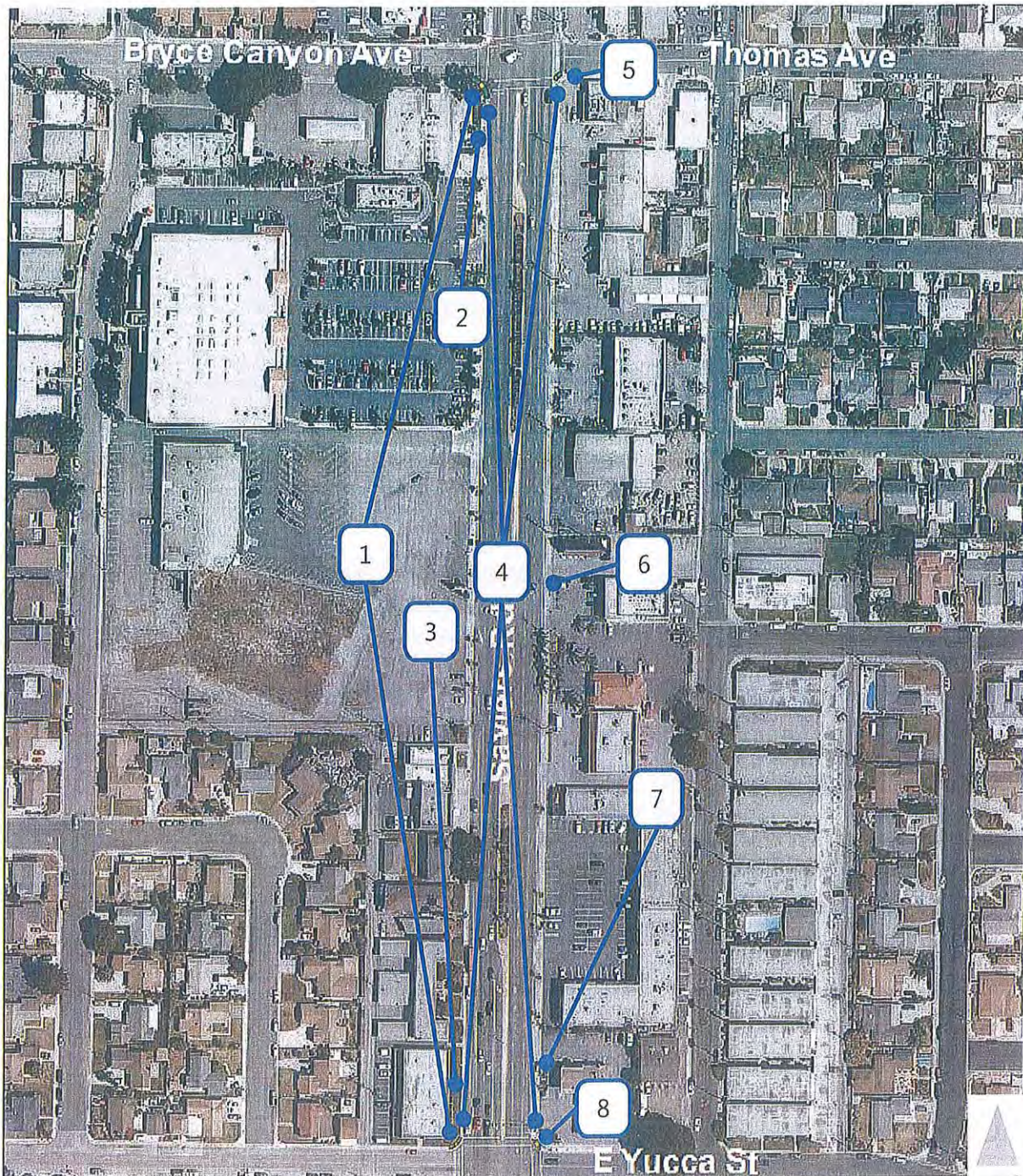
Mandalay Beach Road from Falkirk Avenue to Costa de Oro

3. Mandalay Beach Road from Falkirk Avenue to Costa de Oro

Recommendations for Mandalay Beach Road from Falkirk Avenue to Costa de Oro include:

- Reconstruct curb ramps at Mandalay Beach Road and Costa de Oro to meet ADA compliance
- Install curb extension and reconstruct curb ramp at mid-block crossing (NE) to provide additional visibility, shorten crossing distance, attain ADA compliance, and retain drainage
- Install high visibility crosswalk at mid-block crossing, including wider tapering continental striping with contrast markings
- Install yield markings in advance of the mid-block crossing

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$15,308 Medium - \$21,184 High - \$36,155 (See Appendix A for assumptions and detail.)	SCHEDULE



- | | | | | | | | |
|---|----------------------------------|---|-------------------------------------|---|------------------------------------|---|---|
| 1 | Install new parallel curb ramps | 3 | Install new perpendicular curb ramp | 5 | Install new blended transition | 7 | Provide new clear floor space at bus stop |
| 2 | Relocate bench under bus shelter | 4 | Install new pedestrian pushbuttons | 6 | Provide new bus stop boarding area | 8 | Provide new bus stop pad |



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ARCHITECTS, INC.

Saviers Road from Thomas Avenue to Yucca Street

4. Saviers Road from Thomas Avenue to Yucca Street

Recommendations for Saviers Road from Thomas Avenue to Yucca Street include:

- Upgrade bus stops to meet ADA compliance
- Reconstruct curb ramps to meet ADA compliance
- Upgrade pedestrian push buttons to meet ADA compliance
- Install curb extensions
- Install high-visibility crosswalks
- Increase crossing time

CRASH REDUCTION FACTORS

Between 2008 and 2014, eight pedestrian collisions were reported between Thomas Avenue and Yucca Street on Saviers Road. Five of these collisions occurred as a result of a violation of the pedestrian right of way, one occurred because of improper turning, one because of unsafe speed, and one because of driving under the influence of alcohol or drugs. Interventions that reduce collision risk should be prioritized, including curb extensions to shorten crossing distances, signal modifications to give pedestrians more time to cross and reduce conflicts with turning vehicles, or potentially a road diet to reduce the number of travel lanes to three (one in each direction plus a center turning lane).

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$24,825 Medium - \$29,949 High - \$35,072 (See Appendix A for assumptions and detail.)	SCHEDULE



- 1 High visibility crosswalk
- 2 Truncated dome ramp surfaces
- 3 Accessible push buttons
- 4 Curb extensions
- 5 New curb ramp
- + Repaired gutter lips
- + Repaired ramp slopes

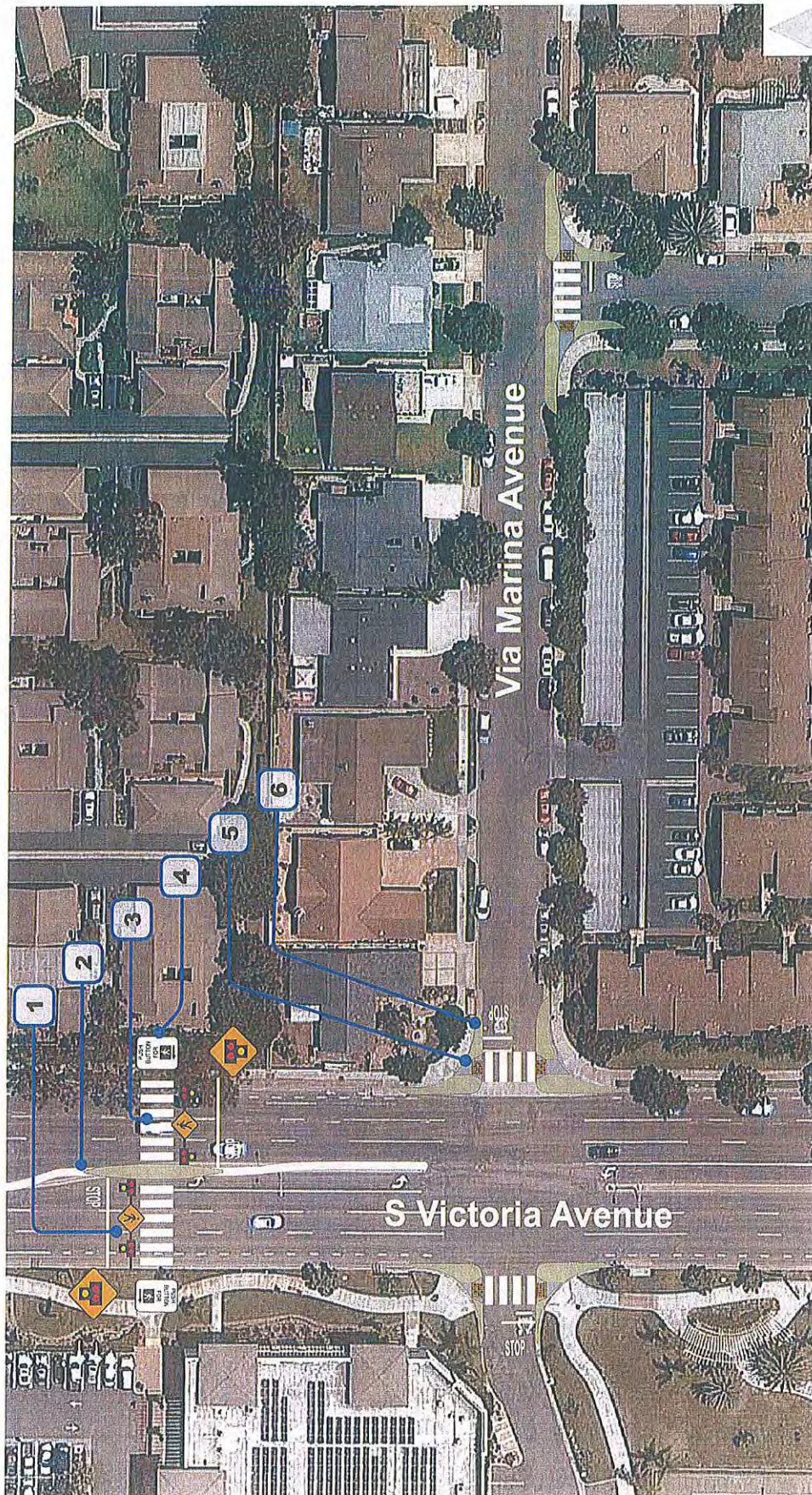
Ninth Street from C Street to B Street

5. Ninth Street from C Street to B Street

Recommendations for Ninth Street from C Street to B Street include:

- Construct curb ramp at B Street (S)
- Construct curb extensions at B Street and Ninth Street
- Reconstruct curb ramp at B Street (N)
- Reconstruct curb ramps at Ninth Street and C Street
- Refresh all paint markings
- Upgrade pedestrian push buttons at Ninth Street and C Street

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$33,649 Medium - \$45,176 High - \$83,013 (See Appendix A for assumptions and detail.)	SCHEDULE



- | | | | | |
|----------|---------------------------|----------|------------------------------|------------------------|
| 1 | Pedestrian hybrid beacon | 5 | Truncated dome ramp surfaces | + Repaired gutter lips |
| 2 | Realigned turn lane | 6 | Curb extensions | + Repaired ramp slopes |
| 3 | High visibility crosswalk | | | |
| 4 | Accessible push buttons | | | |

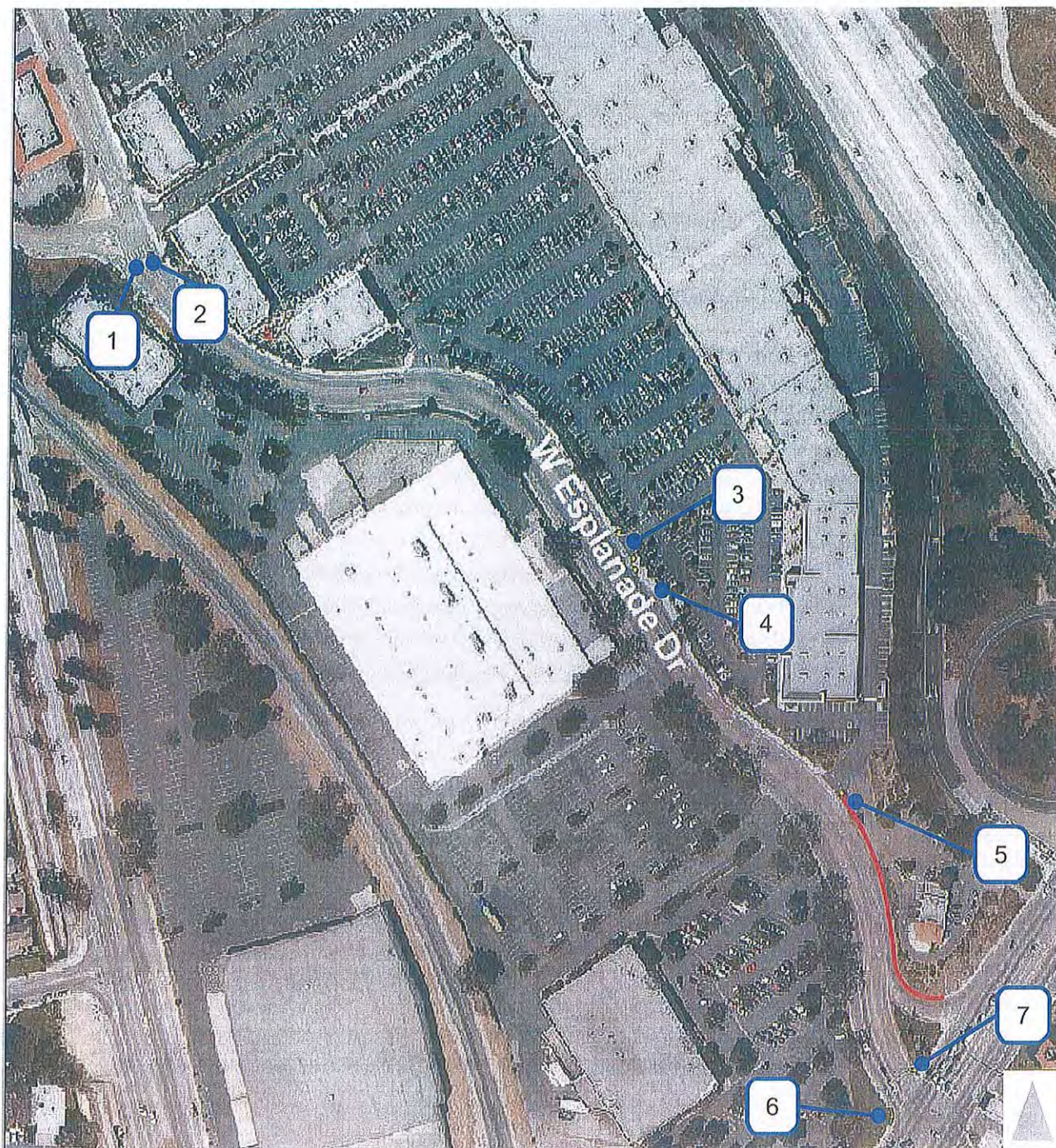
Via Marina Avenue from Victoria Avenue to Bayview Drive

6. Via Marina Avenue from Victoria Avenue to Bayview Drive

Recommendations for Via Marina Avenue from Victoria Avenue to Bayview Drive include:

- Upgrade curb ramp on Via Marina Avenue and Victoria Avenue (N) to comply with ADA
- Reconstruct curb ramps on south side of Via Marina Avenue to meet ADA compliance
- Repair sidewalks to address vertical change issues
- Pending further study, consider Pedestrian Hybrid Beacon (PHB) in conjunction with high visibility mid-block crossing treatment and raised pedestrian median at Via Marina Avenue and Victoria Avenue to improve access to commercial development, recreational, and coastal facilities.
 - More information about the PHB and examples can be seen here:
 - FHWA Guidance: http://safety.fhwa.dot.gov/ped_bike/tools_solve/fhwasa14014/
 - Memphis, TN Example: <https://www.youtube.com/watch?v=KRWFKBH5s7c>
 - Delaware Example: https://www.youtube.com/watch?v=6_rym0bYINU
 - Tuscon, AZ Example: <https://www.youtube.com/watch?v=ReNk2T5ay1c>

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$181,454 Medium - \$230,858 High - \$274,190 (See Appendix A for assumptions and detail.)	SCHEDULE



- | | | | |
|--|--|--|--|
| <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-bottom: 10px;">1</div> <p>Install new parallel curb ramp</p> | <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-bottom: 10px;">3</div> <p>Install 3 new perpendicular curb ramps and 3 new accessible pedestrian signals</p> | <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-bottom: 10px;">5</div> <p>Install new sidewalk and install new perpendicular curb ramp at driveway</p> | <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-bottom: 10px;">7</div> <p>Install new perpendicular curb ramp and new accessible pedestrian signal</p> |
| <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-bottom: 10px;">2</div> <p>Install new bus stop pad</p> | <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-bottom: 10px;">4</div> <p>Provide ADA compliant benches.</p> | <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-bottom: 10px;">6</div> <p>Install new parallel curb ramp and new accessible pedestrian signal</p> | |



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Esplanade Drive

ATTACHMENT 2
PAGE 8.6 OF 111

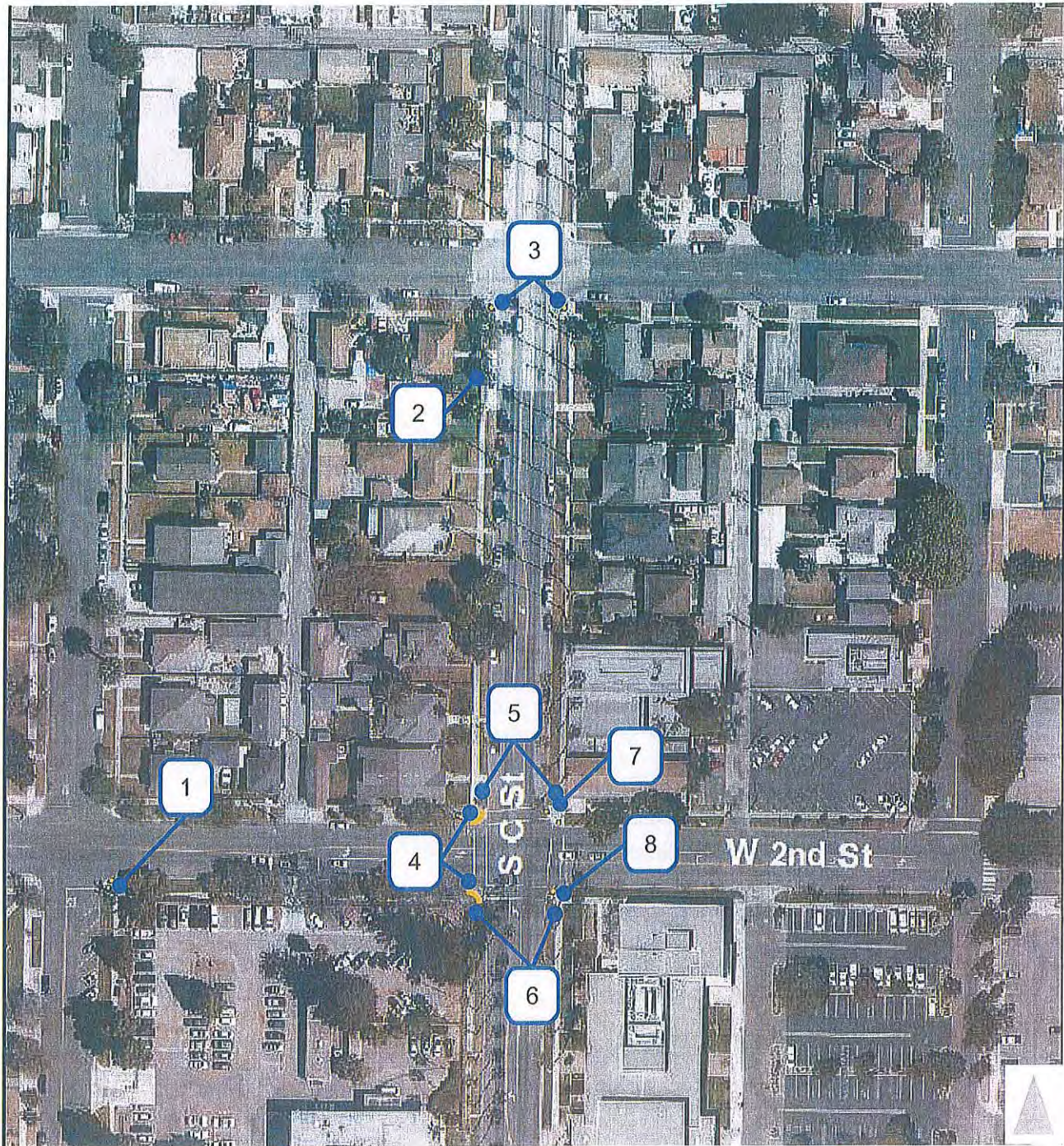
7. Esplanade Drive north of Vineyard Avenue

Recommendations for Esplanade Drive north of Vineyard Avenue include:

- Construct sidewalk on west side to complete pedestrian network from where it currently terminates to Vineyard Avenue, including ADA-compliant curb ramp, crosswalk, and push button.
- Monitor and re-assess driveway crossing location after construction is complete – should have high visibility crosswalks across all 4 legs of the intersection with the driveways to Food4Less and the Esplanade shopping center and ADA-compliant curb ramps at the completion of the construction on the east side of Esplanade Drive.
- Pending further observation of pedestrian and vehicle flows and additional study, changes to the signal timing may have benefits for pedestrian and vehicle operations.
 - If the driveway is currently pre-timed, automatic pedestrian recall would allow pedestrians to receive the "WALK" signal whenever a vehicle gets the green light, and would enable the removal of pedestrian push buttons.
 - If the driveway is currently actuated, automatic pedestrian recall would allow pedestrians to receive the "WALK" signal whenever a vehicle gets the green light, but pedestrian push buttons would still be necessary to allow a pedestrian to recall a "WALK" signal when no vehicles are present.
- Monitor and re-assess any additional un-signalized mid-block crossings to ensure high visibility crosswalks, yield markings, and ADA-compliant curb ramps.
- Upgrade curb ramps at Esplanade Drive and Vineyard.

DESIGN STANDARDS AND GUIDANCE	POTENTIAL FUNDING SOURCES
• NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	• General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.

PLANNING LEVEL COST ESTIMATE	SCHEDULE
Low - \$10,930 Medium - \$13,823 High - \$19,585 (See Appendix A for assumptions and detail.)	



- | | | | |
|--|--|---|--|
| <p>1 Install 2 new perpendicular curb ramps</p> <p>2 Regrade ramp and boarding area to remove slope issues</p> | <p>3 Install new perpendicular curb ramp</p> <p>4 Install 2 truncated dome surfaces at 2 blended transitions</p> | <p>5 Install 4 new accessible pedestrian signals</p> <p>6 Install 4 new accessible pedestrian signals</p> | <p>7 Regrade 2 curb ramps with slope issues and no flares</p> <p>8 Install new perpendicular curb ramp</p> |
|--|--|---|--|



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C Street & Second Street

ATTACHMENT 2
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8. C Street and Second Street

Recommendations for C Street and Second Street include:

- Upgrade curb ramps to meet ADA compliance
- Upgrade pedestrian push buttons to meet ADA compliance
- Upgrade bus stops to meet ADA compliance
- Repair sidewalks to address vertical change issues

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$8,212 Medium - \$8,909 High - \$9,970 (See Appendix A for assumptions and detail.)	SCHEDULE



1

Provide a gutter landing area in front of the curb ramp

3

Install new perpendicular curb ramp

2

Provide flush transition from the curb ramp to the gutter area

4

Provide a gutter landing area in front of the curb ramp



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Harbour Island Lane from Farralon Way to Aleutian Way

ATTACHMENT 2
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9. Harbour Island Lane from Farralon Way to Aleutian Way

Recommendations for Harbour Island Lane from Farralon Way to Aleutian Way include:

- Upgrade curb ramps to meet ADA compliance, including gutter landing area and flush transitions
- Install new curb ramp at Harbour Island Lane and Aleutian Way

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$1,096 Medium - \$1,221 High - \$1,346 (See Appendix A for assumptions and detail.)	SCHEDULE



- | | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | Install 4 new perpendicular curb ramps | 3 | Install new accessible pedestrian signals | 6 | Repave and provide clear space and non-sloped boarding area | 8 | Install truncated dome surfaces at each curb ramp at intersection |
| 2 | Install new accessible pedestrian signals | 4 | Install 2 truncated dome surfaces at 2 perpendicular curb ramps | 7 | Install new perpendicular curb ramp | 9 | Demolish nonessential curb ramp |
| | | 5 | Install new accessible pedestrian signals and repave area near it | | | | |



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B Street & Third Street

10. B Street from Third Street to Fourth Street

Recommendations for B Street from Third Street to Fourth Street include:

- Upgrade curb ramps to meet ADA compliance
- Upgrade pedestrian push buttons to meet ADA compliance
- Remove extra curb ramp at Fourth Street and B Street (NE)

DESIGN STANDARDS AND GUIDANCE • NACTO Urban Street Design Guide – Curb Extensions (nacto.org/publication/urban-street-design-guide/) • ADA Best Practices Tool Kit for State and Local Governments – Chapter 6: Curb Ramps and Pedestrian Crossings (www.ada.gov/pcatoolkit/chap6toolkit.htm) • Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way – Chapter R3: Technical Requirements (www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/proposed-rights-of-way-guidelines/chapter-r3-technical-requirements)	POTENTIAL FUNDING SOURCES • General Fund Capital Improvement Program • Transportation Development Act, Article 3 – Competitive Grants for Pedestrian and Bicycle Facilities and Improvements (VCTC) • Air Pollution Buy-down Fee Fund • Congestion Mitigation Air Quality Improvement (CMAQ) Grant • California Active Transportation Program • Federal Surface Transportation Funding Additional funding sources are detailed in Chapter 7 of the 2012 Bicycle and Pedestrian Facilities Master Plan.
PLANNING LEVEL COST ESTIMATE Low - \$6,992 Medium - \$11,687 High - \$38,222 (See Appendix A for assumptions and detail.)	SCHEDULE

ATTACHMENT A – COST ESTIMATE DETAIL

Oxnard Sidewalk Survey
Planning Level Cost Estimate
Updated 11/20/15

#	Project	Segment/Intersection	Directional Location (if applicable)	Proposed Treatment	Units	Unit Cost (Low)	Unit Cost (Medium)	Unit Cost (High)	Total Estimated Cost (Low)	Total Estimated Cost (Medium)	Total Estimated Cost (High)
1	Palm Drive	A St to C St		Curb ramps (construct new) Truncated Dome Ramp Surfaces Tighten Curb Radius at NE corner - Palm & A St	8 95 75	\$ 500 \$ 42 \$ 45	\$ 563 \$ 42 \$ 60	\$ 625 \$ 260 \$ 90	\$ 4,000 \$ 576 \$ 3,375	\$ 4,500 \$ 4,032 \$ 4,500	\$ 5,000 \$ 24,960 \$ 6,750
2	Raiders Way	Dallas Dr to Rose Ave Dallas Dr to Rose Ave Raiders Way and Rose Ave Raiders Way and Rose Ave Dallas Dr/Raiders Way Dallas Dr/Raiders Way Dallas Dr/Raiders Way Dallas Dr/Raiders Way Dallas Dr/Raiders Way Raiders Way/Dallas Dr	North Southeast corner	Curb ramps (construct new) Curb extension Truncated Dome Ramp Surfaces Ped push buttons (install new/upgrade) High-visibility crosswalk (install) Curb ramps (construct new) Curb extension Yield markings Yield to pedestrian signs Truncated Dome Ramp Surfaces High-visibility crosswalk (install)	6 6 72 4 500 2 2 2 24 380	\$ 500 \$ 3,333 \$ 3,333 \$ 400 \$ 3.0 \$ 500 \$ 3,333 \$ 100 \$ 150 \$ 3.0	\$ 563 \$ 4,167 \$ 42 \$ 400 \$ 3.0 \$ 563 \$ 4,167 \$ 100 \$ 270 \$ 4	\$ 625 \$ 3,000 \$ 5,000 \$ 20,000 \$ 400 \$ 625 \$ 5,000 \$ 100 \$ 450 \$ 260	\$ 4,000 \$ 7,951 \$ 3,000 \$ 20,000 \$ 1,600 \$ 2,700 \$ 1,000 \$ 6,667 \$ 300 \$ 1,140 \$ 37,183	\$ 4,500 \$ 13,032 \$ 3,375 \$ 25,000 \$ 3,024 \$ 3,600 \$ 1,125 \$ 8,333 \$ 200 \$ 540 \$ 1,008 \$ 49,325	\$ 5,000 \$ 36,710 \$ 3,750 \$ 30,000 \$ 18,720 \$ 1,600 \$ 4,500 \$ 10,000 \$ 200 \$ 900 \$ 6,240 \$ 79,050
3	Mandalay Beach Rd	Fallkirk Ave to Costa de Oro	Mid-block crossing northwest side Mid-block crossing northeast side	Curb extension Curb ramps (modify existing) High-visibility crosswalks (install) (2) Yield markings Truncated Dome Ramp Surfaces Pedestrian signs Truncated Dome Ramp Surfaces Curb extension Curb ramps (modify existing)	1 1 740 4 24 6 24 2	\$ 3,333 \$ 500 \$ 3.0 \$ 100 \$ 6 \$ 150 \$ 6 \$ 3,333	\$ 4,167 \$ 563 \$ 4 \$ 100 \$ 42 \$ 270 \$ 42 \$ 4,167	\$ 5,000 \$ 625 \$ 5 \$ 100 \$ 260 \$ 450 \$ 260 \$ 5,000	\$ 3,333 \$ 500 \$ 2,220 \$ 400 \$ 144 \$ 900 \$ 144 \$ 6,667	\$ 4,167 \$ 563 \$ 2,960 \$ 400 \$ 400 \$ 1,008 \$ 1,620 \$ 1,008 \$ 8,333	\$ 5,000 \$ 625 \$ 3,700 \$ 400 \$ 6,240 \$ 2,700 \$ 6,240 \$ 10,000
4	Saviers Rd	Thomas Ave to Yucca St Thomas Ave to Yucca St Thomas Ave to Yucca St Thomas Ave to Yucca St Thomas Ave to Yucca St		High-visibility crosswalk (install) Curb ramps (construct new) Ped push buttons (install new/upgrade) Curb extension New Bus Stop Pad Upgrade bus stops (clear space, move bench)	4040 4 16 1 48 12	\$ 3 \$ 500 \$ 400 \$ 3,333 \$ 20 \$ 1	\$ 4 \$ 563 \$ 400 \$ 4,167 \$ 20 \$ 1	\$ 5 \$ 625 \$ 400 \$ 5,000 \$ 20 \$ 1	\$ 15,308 \$ 12,120 \$ 2,000 \$ 6,400 \$ 3,333 \$ 960	\$ 21,184 \$ 16,160 \$ 2,250 \$ 6,400 \$ 4,167 \$ 960	\$ 36,155 \$ 20,200 \$ 2,500 \$ 5,000 \$ 960 \$ 12
5	Ninth St	C St to B St Ninth St/B St Ninth St/C St Ninth St/C St Ninth St/C St Ninth St/C St Ninth St/C St	South	Refresh paint markings Curb ramps (construct new) Curb extension High-visibility crosswalk (install) Truncated Dome Ramp Surfaces Yield to pedestrian signs Yield markings Ped push buttons (install new/upgrade)	84 12 6 431 144 1 1 13	\$ 1 \$ 500 \$ 3,333 \$ 3 \$ 6 \$ 150 \$ 100 \$ 400	\$ 1 \$ 563 \$ 4,167 \$ 4 \$ 42 \$ 270 \$ 100 \$ 400	\$ 2 \$ 625 \$ 5,000 \$ 260 \$ 450 \$ 100 \$ 400	\$ 24,825 \$ 6,000 \$ 20,000 \$ 1,293 \$ 864 \$ 150 \$ 100 \$ 5,200	\$ 29,949 \$ 84 \$ 6,750 \$ 25,000 \$ 1,724 \$ 5,048 \$ 270 \$ 100 \$ 5,200	\$ 35,072 \$ 168 \$ 7,500 \$ 30,000 \$ 2,155 \$ 3,740 \$ 450 \$ 100 \$ 83,013

Oxnard Sidewalk Survey
Planning Level Cost Estimate
Updated 11/20/15

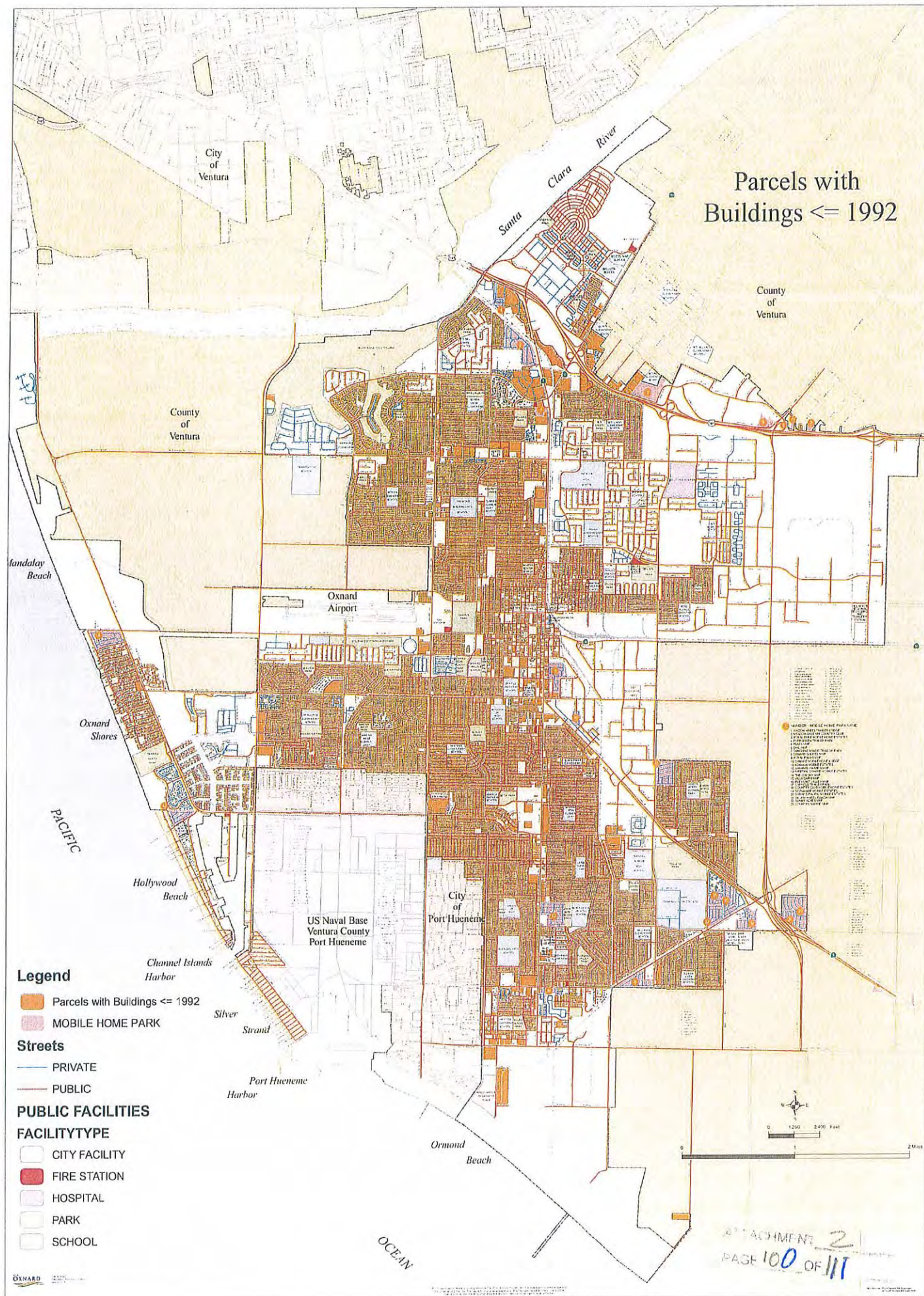
#	Project	Segment/Intersection	Directional Location (if applicable)	Proposed Treatment	Units	Unit Cost (Low)	Unit Cost (Medium)	Unit Cost (High)	Total Estimated Cost (Low)	Total Estimated Cost (Medium)	Total Estimated Cost (High)
6	Via Marina Ave	Via Marina Ave/Victoria Ave	South	High-visibility crosswalk (install)	870	3	4	5	\$	\$	\$
		Truncated Dome Ramp Surfaces		4	6	42	260	24	168	1,040	
		Curb ramps (modify existing)		4	500	563	625	2,000	2,250	2,500	
		High-visibility crosswalk (install)		940	3	4	5	2,820	3,760	4,700	
		Refresh paint markings (realigned right turn lane)		400	1	1	2	200	200	400	
		Ped push buttons (install)		2	86,500	400	400	800	800	800	
7	Esplanade Dr	Via Marina Ave/Victoria Ave	West	Pedestrian Hybrid Beacon	2	86,500	110,000	130,000	\$	\$	\$
		Project Total			173,000	220,000	260,000				
		Construct sidewalks		350	7	9	10	2,450	3,150	3,500	
		Curb ramps (construct new)		7	500	563	625	3,500	3,938	4,375	
		Ped push buttons (install new/upgrade)		5	400	400	400	2,000	2,000	2,000	
		New Bus Stop Pad		48	20	20	20	960	960	960	
8	C St and Second St	North of Vineyard Ave	West	New bench	1	220	1,550	5,750	220	1,550	5,750
		High-visibility crosswalk (install)		600	3	4	5	1,800	2,400	3,000	
		Project Total			10,930	13,823	19,581				
		Curb ramps (modify existing)		2	500	563	625	1,000	1,125	1,250	
		Curb ramps (construct new)		4	500	563	625	2,000	2,250	2,500	
		Ped push buttons (install new/upgrade)		8	400	400	400	3,200	3,200	3,200	
9	Harbor Island Lane	Truncated Dome Ramp Surfaces	South		2	6	42	260	12	84	520
		Curb ramps (modify existing)		1	500	563	625	500	563	625	
		Curb ramps (construct new)		1	500	563	625	500	563	625	
		Curb ramps (construct new)		2	500	563	625	1,000	1,125	1,250	
		Project Total			8,212	8,909	9,970				
		Curb ramps (construct new)		2	500	563	625	1,000	1,125	1,250	
10	B St	Farrington Way to Aleutian Way	West	New gutter landing area	24	4	4	4	96	96	96
		Project Total			1,096	1,271	1,346				
		Ped push buttons (install new/upgrade)		8	400	400	400	3,200	3,200	3,200	
		Curb ramps (construct new)		4	500	563	625	2,000	2,250	2,500	
		Truncated Dome Ramp Surfaces		24	6	42	260	144	1,008	6,240	
		Curb ramps (construct new)		2	500	563	625	1,000	1,125	1,250	
11	Fourth St/A St	Upgrade bus stops (clear space)	South		48	1	1	1	48	48	48
		Remove curb ramp		12	2	2	2	24	24	24	
		Truncated Dome Ramp Surfaces		96	6	42	260	576	4,032	24,960	
		New Bus Stop Pad		48	5	20	20	960	960	960	
		Project Total			11,687	38,222	58,222				
		Grand Total			327,600	425,163	613,323				

DATE: 11/20/15
PAGE: 97 OF 111

Treatment Types and Unit Cost

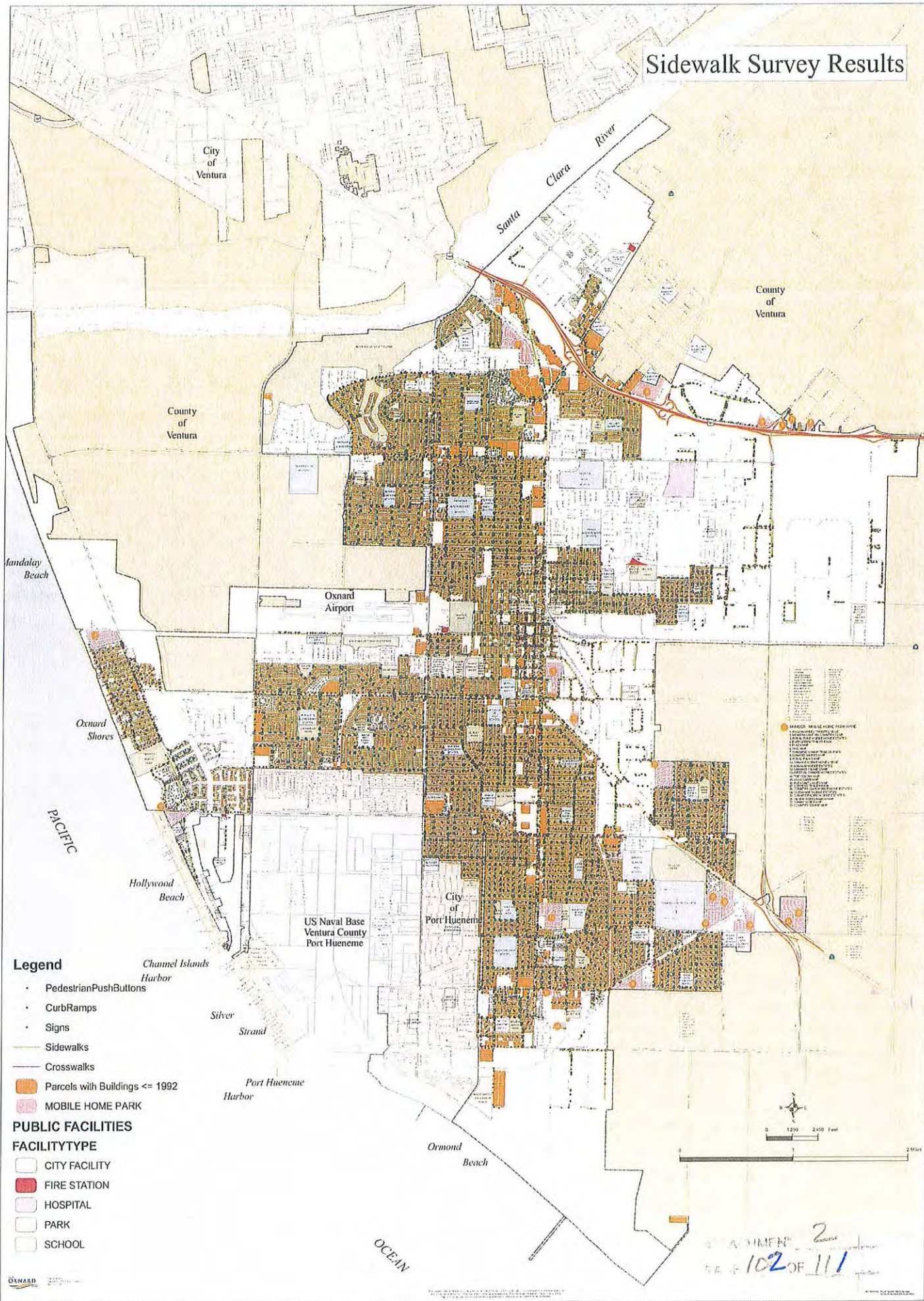
Item:	Units	Low	Unit Cost		Source
			Medium	High	
High-viz crosswalk (New or restripe)	Per SF	\$	3 \$	4 \$	BP EAP - SANDAG
Puffin signals	Each	\$	150 \$	150 \$	FP SRTS - SANDAG
Pedestrian Hybrid Beacon	Each	\$	86,500 \$	110,000 \$	BP EAP - SANDAG
Curb extensions	Per extension	\$	3,333 \$	4,167 \$	FP SRTS
Curb ramps (construct new)	Per ramp	\$	500 \$	563 \$	FP Civil Eng
Curb ramps (modify existing)	Per ramp	\$	500 \$	563 \$	FP Civil Eng
Repair sidewalks	Per SF	\$	9 \$	12 \$	FP Civil Eng
Ped push buttons (install new/upgrade)	Each	\$	400 \$	400 \$	ATP Network Cost Est
Upgrade bus stops (clear space)	Per SF	\$	1 \$	1 \$	FP ENG CIVIL - SANDAG
Refresh paint markings	Per LF	\$	0.50 \$	1.00 \$	BP EAP - SANDAG
Construct new sidewalks	Per SF	\$	7 \$	9 \$	FP Civil Eng
Yield markings	Each	\$	100 \$	100 \$	FP SRTS - SANDAG
Median Refuge Island	Per LF	\$	18 \$	25 \$	FP Civil Eng
Truncated Dome Ramp Surfaces	Per SF	\$	6 \$	42 \$	Zegeer
New Bus Stop Pad	Per SF	\$	20 \$	20 \$	FP ENG CIVIL - SANDAG
New bench	Each	\$	220 \$	1,550 \$	Zegeer
New gutter landing area	Per SF	\$	4 \$	4 \$	FP ENG CIVIL - SANDAG
Remove curb ramp	Per SF	\$	2 \$	2 \$	FP ENG CIVIL - SANDAG
Yield to pedestrian signs	Each	\$	150 \$	270 \$	FP SRTS - SANDAG

ATTACHMENT B – CITY MAP (PRE-1992)



ATTACHMENT C – RESULTS MAP (INCLUDING ALL FEATURES)

Sidewalk Survey Results



ATTACHMENT D -- PUBLIC COMMENT AND RESPONSE

MEMORANDUM

Date: 11/11/2015
To: City of Oxnard
From: Sally Swanson Architects Inc.
Fehr & Peers
Subject: *Public Comment and Response*

INTRODUCTION

On October 7, 2015, the Inter-Neighborhood Council Organization (INCO) as part of their general meeting, met with the City of Oxnard, Sally Swanson Architects, Inc., and Fehr & Peers to discuss the Citywide Sidewalk Survey project. At this meeting, comments from the public were taken and additional comments were also taken from the public after the meeting via email. All comments were incorporated into the final report where applicable and relevant.

PUBLIC COMMENTS

The following are comments (not all inclusive) taken from the public at the INCO meeting that took place on October 7, 2015. Sally Swanson Architects' and Fehr & Peers' responses are highlighted in green.

- Longer countdown timers are needed for crossing Saviers Blvd
 - This comment has been incorporated into the report for Area 4 of the Project Sheets
- Sidewalk issues at Channel Islands and Knoll
- Long distance buses create lots of foot traffic at Oxnard Blvd and 5th St
- 9th and Driffel – north of the 5 points intersection – no marked crosswalk outside mobile home park by Oxnard Blvd
- Oxnard Blvd between 5th St and the 5 points intersection – sidewalk issues

- Ramps are in bad shape along Oxnard Blvd between 5 points intersection and 3rd St
- Sidewalk issues at Oxnard and 8th St
- 435 S. E Street has sidewalk issues
- Broken and missing sidewalks on E Street between 6th and 7th
- Sidewalk issues along 700 block of D Street

The following are comments taken from the public via email:

As a previous member of the City Planning Commission, I occasionally review projects and planned developments in the city, mostly for my own benefit.

While reviewing the draft report for the proposed City Sidewalk Report, I couldn't help but notice the extreme disparity in the anticipated budget costs. It's apparent the bulk of disparity stems from the installation of "High Visibility Crosswalks". According to the customary design criteria for these crosswalks I can only imagine the main reason for the enormous cost differential would only occur if special design features, ie: brick, stone, lighting strips, etc were incorporated into the design. Although the use of such features is aesthetically pleasing to the eye, the actual safety benefit of these features is highly questionable.

I would hope that the City Staff and Report Consultants take this into consideration and re-evaluate the actual costs for the installations of the noted improvements.

- Cost estimates for high visibility crosswalks have been modified in the report to be a square-footage based cost estimate rather than fixed costs. The resulting changes makes the resulting range between low to high not as disparate. These changes have modified the cost estimates for Areas 1-7 in the Project Sheets.

To save city sidewalks, choose appropriate street trees as mentioned in the report under Design Policies and Development Standards. Consider replacing many of the Magnolia trees that produce copious amounts of leaf and seed pod litter while, more importantly, lifting the nearby sidewalks. The same goes for any surface root tree.

Is it cheaper to replace the trees now or pay the inevitable maintenance cost and potential trip-and-fall claims? I'll vote for the former since it would reduce my maintenance labor.

- Typically, the costs to initiate preventative measures is overall cheaper than the inevitable costs later invoked by potential repairs and claims. For preventative measures to function efficiently though, require an infrastructure that can properly plan and allocate resources to maximize preventative care. As discussed under Design Policies and Development Standards, the City should develop guidelines, policies, and standards which work to target these issues.

Fifth Street between C Street and H Street is not wide enough to accommodate both on street parking and a bicycle lane. In order to install a bicycle lane parking on this roadway segment would have to be prohibited. I'm certain not all the residents living on Fifth Street would agree to that.

Pedestrian Sidewalk on 5th street North side between G and alley needs repair. The sidewalk is raised and is a trip hazard. It is also highly used by pedestrians and cyclists and disabled people on scooters and such.

Also highly recommended is a solid white line of striping on the street for parking (that is legal and utilized) and to give pedestrians and cyclists a protective lane from cars. The striping should be from H street to C street in both sides of 5th street. Vehicles hug the curb on 5th street (when there are no parked cars) making the single lane street into two lanes during rush hour and they travel faster than speed limit. Vehicles at stop sign on G Street and 5th street facing South are almost clipped by vehicles that make the single lane road into two lanes. Pedestrians and cyclists need to be protected.

I have just become aware of this project. I made an attempt to bring some problem curb-cuts, etc. to someone's attention once & no one knew who to call.

As an active handicapped person limited to an electric wheelchair, I get around many areas of Oxnard by sidewalk! I have encountered quite a few which are barely passable to completely impassable areas within a 0 - 3 mile area of my home. Some of which would be laughable if they were not so absolutely necessary for those of us who need to use them!

I would love to give input to the right people. I have transportation limitations, so getting to meetings, etc (especially after dark) is problematic.

Kindly accept these comments on the city's Draft City Sidewalk Survey, which is currently available for public comment through November 5, 2015. I understand that the Draft Survey focuses on Americans with Disabilities (ADA) accommodations and sidewalk conditions. It is also my understanding (from our telephone conversation last week) that the Draft Survey is not, ironically enough, a study on "walkability" or the four main conditions normally associated with a good walking environment: convenience, safety, comfort and degree to which the walk is interesting. Nevertheless, the comments in this letter cannot avoid noting topics of "walkability" along with comments on specific items in the Draft Survey since sidewalks go together with walking and ADA concerns. Also, though my comments target specific areas noted in the Draft Survey, it is my hope that the observations can have broader consideration to other areas of the city.

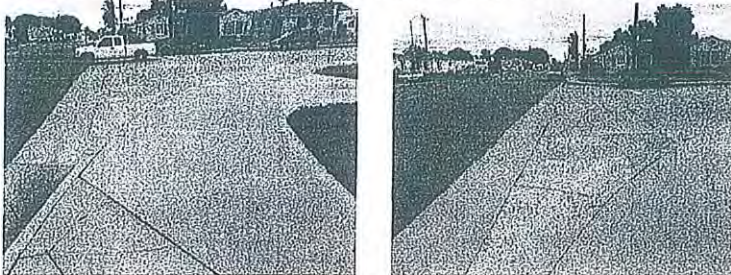
North A Street at Palm

The Draft Survey notes the intersection of North A Street at Palm Drive. The intersection is in need of ADA curb ramps. This is true. But I am surprised that the report does not note the unusually wide curb radius of this intersection. The curb radius of North A at Palm is considerably wider than all other intersections on North A Street. This allows cars to turn onto Palm Drive at much higher speeds than at other intersections on A Street. The wider curb radius also means that people walking or using wheelchairs confront a wider intersection to cross

than others in this area. Because of these two factors, the intersection stands out as one that is markedly less safe for people on foot or in wheelchairs.

The following photos compare North A at Palm to North A at Magnolia, one block south, which is representative of other intersections on A Street.

North A Street at Palm Drive (wide curb radius, faster car speed, longer crossing)



North A Street at Magnolia Drive (sharper curb radius, slower turning, shorter crossing, typical of all other A Street intersections)



As an aside, if the city is going to the expense of building ADA curb ramps at this intersection, then perhaps it is money well spent to combine that effort with redoing the sidewalk to have a tighter curb radius.

Esplanade Drive

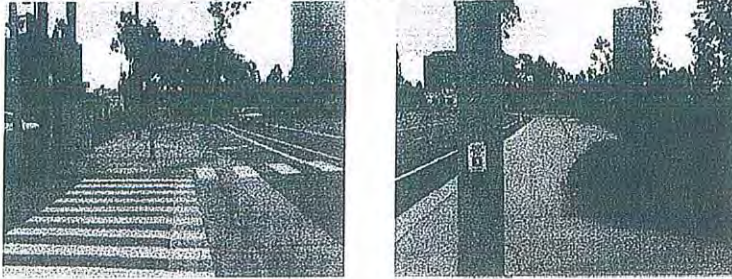
The Draft report notes several deficiencies on Esplanade Drive. Though many of those (not all) have been addressed with the completion of the new Food4Less grocery store, the Draft report does mention a need to monitor mid-block crossings.

Get rid of the "walk" button at the new, three-way, signalized intersection of Esplanade and "Driveway." This is a shopping area bordered by parking lots, where it should be expected that people will walk. The intersection is also immediately next to two major bus stops for several busy Gold Coast and VISTA routes with people walking and using wheelchairs around the area. In short, Esplanade at Driveway is a pedestrian area in the highest degree. As such, I question the need for a pedestrian call button at all.

The button forces people walking and those in wheelchairs to: first, reach the button - and to reach it in time for the next cycle of the light; second: perform an extra task to get across the street. If pedestrians and wheelchairs are known to be in this area of parking, shopping and public transportation, then the traffic light should anticipate pedestrians at each change of the light.

I urge the City in the strongest sense to take a lesson from downtown Oxnard and remove the "walk button" at Esplanade at Driveway. One of the things that makes downtown Oxnard such a walkable area is the fact that the signalized intersections do not use the walk button.

Images below show the Gold Coast and VISTA bus stops and pedestrian call buttons. Why are the buttons needed at these busy bus-stop locations?



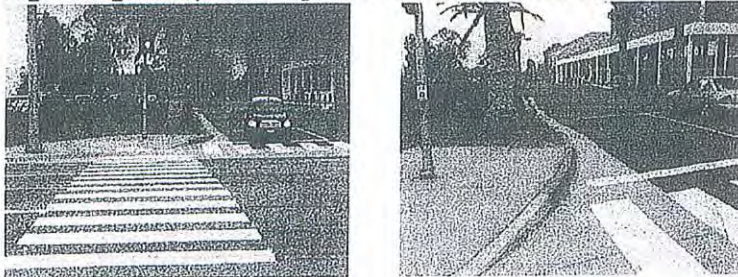
Planning of pedestrian circulation could be better

The anticipated walking routes at this intersection could have been planned better. The approach to Food4Less at the intersection's east side delivers people walking or in wheelchairs directly into the path of cars exiting the parking lot.

From there, if one wants to walk to the store's entrance without walking in the car space, one must push a button, wait for the light, and use a 90-degree route rather than a straight diagonal route, similar to the pattern expected between the store's parking lot and entrance.

Left image: People walking and in wheelchairs end up face-to-face with exiting cars at Food4Less (note the "don't walk" hand as I did not reach the button in time for the light to change; thus, had to wait an additional cycle of the light).

Right image: People walking and in wheelchairs face a poorly thought out route to the Food4Less entrance.



- These comments have been incorporated into the report for Areas 1 and 7 of the Project Sheets. In regards to Esplanade Drive, an engineering study should be conducted to determine whether a passive/pre-timed pedestrian detection device is suitable for the proposed intersection in lieu of an actuated pedestrian push button. This study should be conducted when all construction is done and all stores in the area are up and running to observe the operational effects of these options to both pedestrians and vehicles.

Our traffic engineering staff commented that a mid-block crosswalk on a 45-50 mph roadway, with bike lanes and 6 lanes of traffic is not considered safe. I think this refers to the mid-block crossing for the Area 6 Victoria and Via Marina recommended improvements

- This comment has been incorporated into the report for Area 6 in the Project Sheets as a note for consideration when further studies are conducted. Clarification needs to be made that the crossing is recommended only in conjunction with a Pedestrian Hybrid Beacon. Further guidance/details and examples of this treatment used on similar high-speed and/or multi-lane roads have been provided in the Project Sheet for Area 6.

CREDITS

CREDITS

This completion of this report is from the collaboration of efforts taken by staff from the City of Oxnard, Sally Swanson Architects, Inc., and Fehr & Peers.

City staff from the City of Oxnard included:

Ashley Golden, Development Services Director
Cynthia Daniels, Project Manager, Transportation Planning/Transit Services
James Combs, Assistant Planner, Planning Division
Jason Samonte, Traffic Engineer
Earnel Bihis, Assistant Traffic Engineer
Daniel Rydberg, Interim Public Works Director, Public Works Department
Dave Endelman, Geographic Information Systems Coordinator
Seth Potter, Programmer Analyst, Geographic Information Systems Division

Staff from Sally Swanson Architects, Inc. included:

Sally Swanson, AIA, Principal-in-Charge
Brad Becker, GIS Specialist
Jasper Kirsch, Access Survey Leader
Technical Staff

Staff from Fehr & Peers included:

Matt Benjamin, AICP, Regional Manager
Miguel Nunez, AICP, Senior Transportation Planner
Emily Duchon, ASLA, LEED AP, Senior Designer
Alex Rixey, Demand Modeling
Chelsea Richer, AICP, Transportation Planner

Crosswalk Pedestrian Safety Beacon Locations for Phase II

CONSOLIDATED LIST FOR PHASE II PEDESTRIAN SAFETY BEACONS

1. South J Street at the Alley south of West Cedar Street (McKinna Elementary)
2. North H Street & Glenwood Drive (Fremont Middle School)
3. North H Street & Alley north of Devonshire Drive (Fremont Middle School)
4. Seventh Street & Meta Street
5. North C Street & Devonshire Drive
6. South C Street & West Guava Street
7. Hill Street & McLoughlin Avenue
8. West Hemlock Street & McLoughlin Avenue
9. Second Street and South B Street
10. South Harbor Blvd. and West Channel Islands Blvd.
11. Teakwood Street & Napa Street
12. Teakwood Street & South N Street
13. East Dollie Street & Petit Drive



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-3

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Fourteenth Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council approve and authorize the City Manager to execute a Fourteenth Amendment to the Agreement with AECOM to increase the amount by \$113,537 from an Agreement value of \$5,142,454 to \$5,255,991 and revise the project scope, schedule, and fees for claims management and project closeout activities, and extend the expiration date from December 31, 2015 to June 30, 2016 for construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7235).

BACKGROUND

The City Council approved the Agreement with AECOM (formerly Lim & Nascimento Engineering Corporation) on December 8, 2009. AECOM was hired after the City issued a request for proposals for professional construction management and construction inspection services. AECOM's services include construction management, project coordination, schedule management, construction inspection, claims review, and material testing during the construction of the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. Construction was completed in May 2015. AECOM has been advising the City on claims from Security Paving Co. Inc., the construction contractor, processing change orders, and completing project closeout activities required by the California Department of Transportation (Caltrans).

The Fourteenth Amendment would add to the project scope, schedule, fees for claims management and project closeout activities between January 1, 2016 and June 30, 2016, and extend the expiration date to June 30, 2016. AECOM is not changing the hourly rates for its employees. The work in the Fourteenth Amendment would support the City's effort to collect reimbursement from the designer of record (URS Energy & Construction Inc.) for errors and omissions that caused delays and City expense during the project construction. The errors or omissions of the designer are related to the construction contractor's claim for the delay in the construction due to the impact of ground settlement on the underground utilities.

The previous 13 Amendments added and revised tasks, extended the expiration date, changed the firm's name, and increased the fee by a total of \$1,941,447 over six years. Attachment 2 details the changes by amendment. The Rice/Hwy 101 Interchange Improvements is one of the city's largest capital improvement projects. The construction contractor was required to complete complex tasks and coordinate with regulatory agencies (California Department of Transportation, Ventura County Public Works Department, Ventura County Floodplain Management), and publicly regulated utilities such as Southern California Gas Co, Southern California Edison, and Verizon. Several large city-owned utility structures like the 30-inch water line and sewers and storm drains were relocated as part of the project construction.

FINANCIAL IMPACT

If approved, the amount of the Agreement would increase by \$113,537 (a new total of \$5,255,991). A federal-aid highway grant would reimburse the City for 35.91 percent, \$40,771, for the Amendment's cost. Federal and state grants, an assessment district, and several City sources fund the project. There are sufficient funds in the Project No. 873114 in the Federal grant (Funds 265 and 275) and Circulation System Improvement Fees (Fund 354) to fund the request.

Attachments

- #1 - Fourteenth Amendment to Agreement A-7235
- #2 - Summary of Amendments 1-13

FOURTEENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fourteenth Amendment ("Fourteenth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This Fourteenth Amendment amends the Agreement entered into on December 8, 2009, by City and Consultant. The Agreement was amended on July 27, 2010 by a First Amendment, on September 22, 2010 by a Second Amendment, on July 26, 2011 by a Third Amendment, on April 17, 2012 by a Fourth Amendment, on July 31, 2012 by a Fifth Amendment, on November 28, 2012 by a Sixth Amendment, on February 26, 2013 by a Seventh Amendment, on July 2, 2013 by an Eighth Amendment, on October 15, 2013 by a Ninth Amendment, on December 17, 2013 by a Tenth Amendment, on April 15, 2014 by an Eleventh Amendment, on December 9, 2014 by a Twelfth Amendment, and on June 23, 2015 by a Thirteenth Amendment.

City and Consultant agree as follows:

1. Effective January 1, 2016, in Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-12, attached hereto and incorporated herein by reference.
2. Effective January 1, 2016, in Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-11, attached hereto and incorporated herein by reference.
3. In Section 12 of the Agreement, the date "December 31, 2015" is deleted and replaced with the date "June 30, 2016."
4. Effective January 1, 2016, in Section 14a of the Agreement, the figure "\$5,142,454" is deleted and replaced with the figure "\$5,255,991." Exhibit C is supplemented by Exhibit C-12, attached hereto and incorporated herein by reference.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

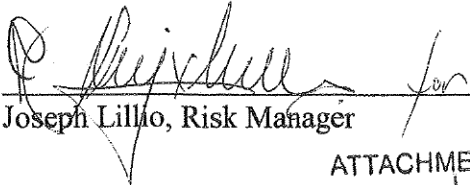
Stephen M. Fischer, Interim City Attorney

CONSULTANT



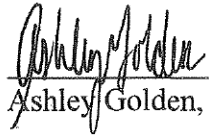
Christopher Mockus, Vice-President
AECOM Technical Services, Inc.

APPROVED AS TO INSURANCE:



Joseph Lillio, Risk Manager

APPROVED AS TO CONTENT:



Ashley Golden, Development Services Director

**EXHIBIT A-12
Scope of Services****Construction Management for Rice / Santa Clara Interchange
Over Highway 101****Amendment No. 14****October 14, 2015****Scope of Work**

The remaining tasks for AECOM include the project closeout, contract acceptance, as-builts delivery to Caltrans, the County of Ventura and the water company, and support for errors & omissions lawsuit to recover the delay costs paid to the Contractor Security Paving

1. Construction contract closeout support

The job documents and files have to be completed for closeout before the construction contract is accepted by Caltrans.

Description of remaining work to be done that requires AECOM's field and office support:

ITEM NO	ACTIVITY	REQ	RESPONSIBLE ENTITY	CURRENT STATUS
11	SUBMIT: PAYMENT REQUISITION (AFTER ACCEPTANCE)	YES	CM	Pending
12a	ON REDLINES, INDICATE HIGHEST ELEVATION ON SANTA CLARA PER FLOODPLAIN PERMIT	YES	CM	Pending
16	DESIGNER AS-BUILTS RETURNED FOR CORRECTIONS IF ANY	YES	CM	Pending
17a	SUBMIT COUNTY AS-BUILT RED-LINES TO COUNTY AND Nyland Acres	YES	CM	Pending
17b	SUBMIT AS-BUILT FULL SIZE HARD COPY AND DIGITAL COPY TO COUNTY FLOODPLAIN	YES	CM	Pending
18	AS-BUILT DRAWINGS TO CITY	YES	CM	Pending
19	AS-BUILT DRAWINGS TO CALTRANS	YES	CM	Pending
25	FINAL AS-BUILTS ELECTRONIC VERIFIED	YES	CM	Pending
28	PROJECT DOCUMENTS TO CITY OF OXNARD	YES	CM	Pending
29	CHANGE ORDER LOG COMPLETE	YES	CM	Pending

37	DETERMINATION OF DELAYS	YES	CONTRACTOR	Pending
38	VERIFICATION OF DELAY CLAIMS	YES	CM	Pending
39	RESOLUTION OF DELAY CLAIMS BY CHANGE ORDER	YES	CM	Pending
41	ALL CONTRACTOR CLAIMS RESOLVED	YES	CM	Pending
47	RESOLUTION OF EXCEPTIONS	YES	CM/CONTRACTOR	Pending
48	ISSUE FINAL PAY REQUISITION	YES	CM/CITY OF OXNARD	Pending
49e	17D- FEDERAL AID INVOICE		CITY OF OXNARD	City Prep.
49f	17E CHANGE ORDER SUMMARY	YES	CM	Pending
49j	17K - REPORT OF COMPLETION - LOCAL AGENCY RIGHT OF WAY	YES	CITY OF OXNARD	Pending
49k	17M- FINAL PROJECT EXPENDITURE REPORT	YES	CITY OF OXNARD	Pending
50	DELIVER CLOSEOUT DOCUMENTATION REPORT TO CITY OF OXNARD	YES	CM	Pending
51	CITY PROCESS LOCAL AGENCY REPORT FOR FEDERAL/STATE BILLING	YES	CITY OF OXNARD	Pending
53	PREPARE FINAL PROJECT STATUS LOG BINDER FOR CITY PROJECT MANAGER	NO	CM	Pending
54	Project Record Binders to City Storage	YES	CM	Pending
55	Destruction of Certified Payrolls	YES	CM	Pending

2. Construction Claim support

Provide claim and scheduling services to support the City on the evaluation of merit and possible compensation of Contractors' requests for additional funds, additional time, and resolution of potential claims.

3. Errors & Omissions support

Lawsuit support for errors & omissions to recover the delay costs the City of Oxnard is paying to Security Paving.

EXHIBIT B-11
Schedule of Work
Construction Management for Rice / Santa Clara Interchange
Over Highway 101
Amendment No. 14
October 14, 2015

Schedule of Work

1. Additional Construction Support –Contract closeout

Five (5) months of additional work, from September 1, 2015 to January 31, 2016

2. Claim support

As needed support from September 1, 2015 to January 31, 2016

3. Errors & Omissions support

As needed support from September 1, 2015 to June 30, 2016

Exhibit C-12

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

10/14/2015

Prime Consultant: AECOM

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2015	Total
Resident Engineer	Andres Roldan	9/1/2015	6/30/2016	60	\$78.06	\$ 4,683.60
Assistant Resident Engineer	Arturo Infante	9/1/2015	6/30/2016	200	\$68.48	\$ 13,696.00
Office Engineer	Mike Suydam	9/1/2015	12/31/2015	200	\$58.25	\$ 11,650.00
Scheduling/ claim support	Richard No	9/1/2015	6/30/2016	-60	\$82.64	\$ 4,958.40
Claims support	Kriston Pelz	9/1/2015	6/30/2016	160	\$70.80	\$ 11,328.00
Subtotal Direct Labor Costs						\$ 46,316.00

Anticipated Salary Raise: (N/A)

\$ 0.00

Total Direct Labor Costs \$ 46,316.00

Indirect Rate (Fringe Benefits + Overhead + General and Administrative)
Rate

119.67%

\$ 55,426.36

Fee (Profit)

10%

\$ 10,174.24

Other Direct Costs

Travel Costs (Form 60-2) \$ 0.00

Equipment and Supplies (Form 60-2) \$ 1,620.00

\$ 0.00

Total Other Direct Costs \$ 1,620.00

\$

Subcontractor Administration \$

TOTAL COST (Not to Exceed) \$ 113,536.59

AECOM does not add mark-ups on subs

Personnel rates are for 2015

ATTACHMENT

PAGE 6

OF 7

Amendment	Description	Date Approved
1	Added \$109,493.02 for environmental mitigation monitoring and changes to disadvantaged business enterprise subconsultant. New total \$3,310,500.02	7/27/2010
2	Assignment and consent agreement from Lim & Nascimento, Inc. to AECOM Technical Services, Inc.	9/22/2010
3	Added \$376,293.21 for surveying, Native American monitoring, critical path method scheduling support, and additional materials testing. New total \$3,686,793.23	7/26/2011
4	Added \$80,781.76 for materials testing and Native American monitoring. New total \$3,767,574.99	4/17/2012
5	Added \$155,535.01 for materials testing, Native American monitoring, and additional specialty inspections. New total \$3,923,110.	7/31/2012
6	Added \$161,847 for materials testing and additional construction support. New total \$4,084,957.	11/28/2012
7	Added \$218,936 for additional construction support. New total \$4,303,003.	2/26/2013
8	Added \$101,036 additional construction support. Extended expiration date to 12/31/2013. New total \$4,404,039.	7/2/2013
9	Added \$140,601 for additional construction support and surveying for the location of buried soil contaminated with aerially deposited lead. New total \$4,544,649	10/15/2013
10	Added \$216,047 for additional construction support through March 31, 2013. New total \$4,760,898	12/17/2013
11	Added \$291,519 for additional construction support through 12/31/2014 at half time. New total \$5,052,215.	4/15/2014
12	Extended termination date to December 31, 2015. No other changes.	12/9/2014
13	Added additional scope for claims support and construction management, increased the amount by \$90,239. New total of \$5,142,454.	6/23/2015



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-4

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Change Order 124 for Security Paving Co. Inc. to increase the amount by \$281,734.20 (a total of \$36,284,285.38) for Project Specification No. PW03-19 for Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Change Order No. 124 for Project Specification No. PW03-19 with Security Paving Co., Inc. to increase the amount by \$281,734.20 (a new total of \$36,284,285.38) for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 (Agreement No. A-7228).

BACKGROUND

Security Paving Co. Inc. was awarded the construction contract for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 on October 20, 2009 for \$31,189,493.23. Work started in February 2010. Work included constructing roadways and a bridge; widening the freeway; replacing city sewer, water, and drainage systems; and installing highway planting, irrigation, signals, lighting, signs, public art, fencing, and electrical systems. The schedule at award was 743 calendar days to complete the project. The current completion date is January 16, 2014 (1,439 calendar days). The contractor finished construction in February 2015. The notice of completion was recorded in May 2015, and all retention released.

Change Order 124: Resolving Delay Costs. Security Paving Co. Inc. asserted several different circumstances and actions by others caused delays in completing the construction of the project. The other parties included utilities companies (Southern California Edison, Southern California Gas Co., and Verizon), California Department of Transportation (Caltrans), the City's design engineer URS

Energy & Construction, and the City. The City staff and Security Paving negotiated a final settlement of all delay claims with an additional 155 days compensated at the audited overhead rate previously recognized for Change Order No. 121 (that is, \$1,817.64 per day multiplied by 155 days equals \$281,734.20).

The remaining claims for delay would be resolved with the proposed change order. The City will seek reimbursement through a claim for errors and omissions against URS Energy & Construction where it is applicable. The City is unlikely to obtain reimbursement from the other parties alleged to be causes of the delays. If approved, the change order will compensate Security Paving with additional time (155 calendar days) and their overhead costs substantiated by their 2010 financial statement. Security Paving will not request any more change orders.

FINANCIAL IMPACT

The change order would increase the amount of Agreement No. A-7228 by \$281,734.20 to a total of \$36,284,285.38, which is 16.3 percent above the original award amount. Federal and state grants, an assessment district, HERO redevelopment funds, California's underground storage tank cleanup fund, and city contributions fund the project (Attachment 3 is a table of city contributions). Attachment 2 is a summary of the approved change orders to date. There are sufficient funds in Project 873114 in Circulation System Improvement Fees (Fund 354) to fund the change order.

Attachments

- #1 - Change Order 124
- #2 - Summary of Change Orders To Date
- #3 - Table of City Contributions

CD

CONTRACTOR'S ORIGINAL



[X] CONTR ADMIN
[X] ACCOUNTING
[X] CONTRACTOR
[X] PURCHASING SERVICE
[X] CONTRACT INSPECTION

214 So. C St., Oxnard, CA 93030

Phone: 805-385-7871
Fax: 805-385-8329

CHANGE ORDER NO. CO0124

PROJECT: Hwy 101-Rice Ave. Interchange

DATE: 9/24/2015

TO: Joseph Ferndino
Security Paving
13170 Telfair Ave.
Sylmar, CA 91342
Phone: 818-362-9200
Fax: 818-362-9300

SPEC NO: PW03-19

CONTRACT NO: A-7228

P.O. NO: 3516 / 3611

Acct No: 354-9718-826-8604 Proj No: 873114 Amt: \$281,734.20 100%
Total Amount: \$281,734.20 100%

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

DESCRIPTION:

CO#124-Time Impact & Related Cost

CO#124-Contractor and City have negotiated and agreed on various construction work delays during work that impacted the project in such a manner as to result in additional cost. This change order is to add days and compensate the Contractor for the agreed upon amount of delay days and that cost. Contractor asked-954 days-City agreed 400; CO 121 added 245-Balance is 155 days.

REASONS FOR CHANGES:

Administrative

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
01	Agreed -Cost for Time Delays		1.000		\$281,734.20	0.00%	\$0.00	\$281,734.20

1. Amount of original contract	\$31,189,493.23
2. Sum of prior change orders	\$4,813,057.95
3. Sum of contract prior to this change order	\$36,002,551.18
4. Amount of this change order	\$281,734.20
5. Sum of contract including this change order	\$36,284,285.38
Contract time will be changed by	155 days
Completion date of this change order is	6/20/2014

ACCEPTED:

City Council/Mayor

Date

Contractor

Date

Attest: City Clerk

Date

Project Manager

Date

City Engineer

Date

Administrative Services

Date

Dept/Section/Purchasing Agent

Date

Expedition

NA

Department Director

Date

Contract Compliance Review Committee

Date

Budget/Grants

Date

City Manager

Date

Page 1 of 1

311

ATTACHMENT

PAGE 1 OF 4

- Change Order f_co_01a

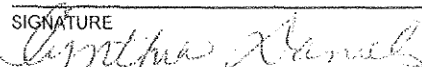
Estimated Cost: : ☐ Decrease ☒ Increase \$281,734.20

By reason of this order the time of completion will be adjusted as follows: **One Hundred Fifteen (115) Calendar Days**

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Andres Roldan, P. E., Resident Engineer	

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Cynthia Daniels, Project Manager	9/24/15

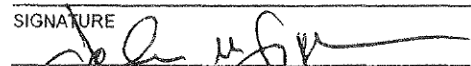
ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Robert Hearne, P. E., Project Manager	9.28.15

Contractor acknowledges that all costs and schedule impacts (if any) associated with work identified in this change order are included.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	John Smith, Project Manager	11/24/15

Estimated Cost: : ☐ Decrease ☒ Increase \$281,734.20

By reason of this order the time of completion will be adjusted as follows: **One Hundred Fifteen (115) Calendar Days**

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE) Andres Roldan, P. E., Resident Engineer	DATE
-----------	---	------

APPROVAL RECOMMENDED BY

SIGNATURE <i>Cynthia Daniels</i>	(PRINT NAME & TITLE) Cynthia Daniels, Project Manager	DATE 9/24/15
-------------------------------------	--	-----------------

ENGINEER APPROVAL BY

SIGNATURE <i>R. Hearne</i>	(PRINT NAME & TITLE) Robert Hearne, P. E., Project Manager	DATE 9.28.15
-------------------------------	---	-----------------

Contractor acknowledges that all costs and schedule impacts (if any) associated with work identified in this change order are included.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE) John Smith, Project Manager	DATE
-----------	---	------

ATTACHMENT 1
PAGE 3 OF 4

Estimated Cost: ☐ Decrease ☒ Increase \$281,734.20

By reason of this order the time of completion will be adjusted as follows: **One Hundred Fifteen (115) Calendar Days**

SUBMITTED BY

SIGNATURE <i>Andres Roldan</i>	For: (PRINT NAME & TITLE) Andres Roldan, P. E., Resident Engineer	DATE 11/18/15
--------------------------------	--	------------------

APPROVAL RECOMMENDED BY

SIGNATURE <i>Cynthia Daniels</i>	(PRINT NAME & TITLE) Cynthia Daniels, Project Manager	DATE 9/24/15
----------------------------------	--	-----------------

ENGINEER APPROVAL BY

SIGNATURE <i>R. Hearne</i>	(PRINT NAME & TITLE) Robert Hearne, P. E., Project Manager	DATE 9.28.15
----------------------------	---	-----------------

Contractor acknowledges that all costs and schedule impacts (if any) associated with work identified in this change order are included.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE) John Smith, Project Manager	DATE
-----------	---	------

ATTACHMENT 1
PAGE 4 OF 4

CONTRACT CHANGE ORDER SUMMARY

Rice Ave - Santa Clara Ave Interchange Improvements Over Highway 101

CONTRACT AMOUNT

\$31,189,493.23

City of Oxnard • PW03-19

CCO NUMBER	CCO DESCRIPTION	METHOD OF PAY	CCO AMOUNT AUTHORIZED	APPROVAL DATE	CHANGES TO DAYS
1	Pothole and Shoulder Repair (+9 days)	EWFA	\$119,224.00	3/25/2010	9
2	Additional Traffic Control	EWFA	\$30,000.00	4/27/2010	
3	Geotech Test Pile	EWFA	\$136,097.69	7/19/2010	
4	Remove Buried Manmade Objects	EWFA	\$15,000.00	7/19/2010	
5	Maintain Highway Lighting	EWFA	\$35,000.00	7/19/2010	
6	Drainage Revisions	ACUP / EWFA	\$62,373.75	7/19/2010	
7	Steel casing	ACLS	\$33,580.00	9/8/2010	
8	Santa Clara detour	Incr Item/EWFA	\$21,274.30	9/8/2010	
9	Waterline (45") monitoring	EWFA	\$6,000.00	9/8/2010	
10	Change Pipe Pile Thickness (Credit)	ACUP (Credit)	(\$316,007.50)	9/8/2010	
11	Additional SWPPP Measures	ACUP	\$50,000.00	9/8/2010	
12	Remove excess fill due to survey discrepancy, removing additional chain link fence due to survey discrepancy	Incr Item/EWFA	\$24,851.81	9/8/2010	
13	Temporary sidewalk (V1)	EWFA	\$17,000.00	9/8/2010	
14	SWPPP/ New general Permit Requirements	ACUP/Items	\$193,744.45	7/31/2012	
15	Remove embankment fill next to 45" water line	Incr Item/EWFA	\$245,292.50	12/14/2010	
16	Utility Tables	NO COST	\$0.00	11/29/2010	
17	Shell Station driveway	Incr Item/EWFA		N/A	
18	Pavement Repair (+1 day)	EWLS	\$91,442.08	12/14/2010	1
19	Sewer Elevation Changes (MH 3 & 4)	EWFA	\$23,855.00	9/15/2011	
20	DS 4 Type 1 channel changes	EWFA	\$30,504.67	10/11/2011	
21	Caltrans City Spec Conflicts	Unilateral (EWFA)	\$0.00		
22	Concrete V Ditch Changes DS3 DS4	ACLS			
23	County Sewer Relocation	ACLS	\$9,710.96	9/9/2011	
24	QC/QC Pay Factor 1	NO COST	\$0.00	4/7/2011	
25	Wick Drains	EWFA / EWAP	(\$5,651.00)	8/22/2011	
26	Wick Drain Material	NO COST	\$0.00	4/7/2011	
27	Type 60 Barrier Lighting	EWFA/ ACLS	\$20,000.00	4/7/2011	
28	V-ditch at V2	Item Inc/EWLS	\$44,443.36	10/11/2011	
29	Sewer Bypass	EWFA/EWAP	\$135,999.62	7/26/2011	
30	DS # 3 Channel Alignment	No Cost	\$0.00	6/1/2011	
31	Water Lines	EWFA/AP/LS	\$862,223.13	7/12/2011	
32	Survey by Contractor	Lump Sum/EWFA	\$116,952.75	7/26/2011	
33	Survey by Contractor	EWLS	\$24,000.00	6/21/2011	
34	Potholing	EWFA	\$24,000.00	8/22/2001	
35	Survey bust Abut 3	ACLS	\$18,804.80	9/27/2011	
36	Traffic Opening	NO COST	\$0.00	11/16/2011	

CONTRACT CHANGE ORDER SUMMARY

Rice Ave - Santa Clara Ave Interchange Improvements Over Highway 101

CONTRACT AMOUNT = \$31,189,493.23

City of Oxnard • PW03-19

CCO NUMBER	CCO DESCRIPTION	METHOD OF PAY	CCO AMOUNT AUTHORIZED	APPROVAL DATE	CHANGES TO DAYS
37	R2 Loading	Item Inc/EWUP	\$7,734.19	9/27/2011	
38	Oil Price Index Adjustment	ACLS	\$201,249.26	7/31/2012	
39	Settlement Monitors	ACLS	\$40,462.80	12/6/2011	
40	MBGR @ OH Signs	EWFA/Item Dec/UP	\$53,148.51	12/6/2011	
41	Credit for CCO # 40	Dec in EW	(\$18,900.00)	1/26/2012	
42	Additional MBGR	Item Increase	\$23,457.62	3/20/2012	
43	Close NB MBGR	Item Increase/Decrease	\$10,196.20	3/21/2012	
44	Additional Calendar Days (+74 days)	NO COST	\$0.00	3/12/2012	74
45	Delete Gateway Sign	Item Delete	(\$23,750.00)	3/19/2012	
46	Modify drainage system #10	EWFA/Inc/Dec	\$36,483.42	5/1/2012	
47	Delete surveyors	Deleted change order	\$0.00	4/18/2012	
48	Modify gas station driveway	EWFA/Inc/Dec/ACLS	\$31,680.39	5/1/2012	
49	Ventura Blvd water line	EWFA/Inc/Dec/ACLS	\$314,134.00	5/15/2012	
50	Portland concrete cement specification	ACLS	\$325,621.92	7/31/2012	
51	Not used				
52	Not used				
53	Widen northbound shoulder on-ramp	EWFA	\$15,000.00	6/27/2012	
54	Ventura Blvd west	Inc/Dec	\$48,518.70	7/31/2012	
55	Splice overhead sign poles		\$69,554.88	7/31/2012	
56	Water lines service laterals	EWFA/ACLS	\$16,586.83	7/17/2012	
57	Pile driving tests	ACLS	\$52,658.86	7/31/2012	
58	Revised shoulder structural section	ACLS/Inc/Dec	(\$29,564.93)	10/2/2012	
59	MSE wall top panels				
60	Additional Traffic Control	EWFA	\$24,000.00	9/20/2012	
61	Drain pipe	EWFA	\$22,500.00	12/5/2012	
62	Move right of way fence	EWFA	\$18,000.00	11/26/2012	
63	Plant Establishment (+365 days)	NA	\$0.00	7/25/2013	365
64	Deduction for sewer line	EWFA/Dec	(\$21,856.71)	1/23/2013	
65	Retaining wall, chain link fence, & slope paving	EWFA	\$45,000.00	4/23/2013	
66	Remove Buried Manmade Objects--Asphalt Slab	EWFA	\$24,000.00	4/24/2013	
67	Missing irrigation cross over	EWFA	\$20,000.00	4/23/2013	
68	Landscaping for Sunbell	EWFA	\$7,500.00	5/17/2013	
69	Landscaping revisions	ACUP, ACLS	(\$108,429.08)	1/28/2014	
70	Asphalt paving index	ACLS	\$94,991.44	1/28/2014	
71	Not used				
72	Asphalt NB 101 at Nyeland Acres	EWFA	\$40,000.00	10/15/2013	

CONTRACT CHANGE ORDER SUMMARY

Rice Ave - Santa Clara Ave Interchange Improvements Over Highway 101

CONTRACT AMOUNT = \$31,189,493.23

City of Oxnard • PW03-19

CCO NUMBER	CCO DESCRIPTION	METHOD OF PAY	CCO AMOUNT AUTHORIZED	APPROVAL DATE	CHANGES TO DAYS
73	Fence, claim settlement	ACLS	\$12,293.13	1/29/2014	
74	Replace mulch with erosion control in detention basin \$30,514.88	EWAP, ACUP	\$30,514.88	11/5/2013	
75	Additional SWPPP \$52,400.25	EWAP	\$52,400.25	11/5/2013	
76	Re-grade detention basin for decomposed granite edge.	EWFA	\$7,000.00	9/26/2013	
77	Rice & Gonzales median repair \$17,072.27 (+2 days)	EWAP	\$17,072.27	10/3/2013	2
78	Gas station slope landscaping	EWAP	\$20,949.08	1/22/2014	
79	Place excess rock in swale	N/A	\$0.00	10/29/2013	
80	Dispose of rocks	EWAP	\$15,000.00	11/7/2013	
81	More SWPPP--Annual Report	EWAP	\$1,312.50	11/21/2013	
82	Rock Blanket	NO COST	\$0.00	2/21/2014	
83	Bore in Auto Center for median irrigation	EWFA	\$20,000.00	12/3/2013	
84	Extra work for conflicts 2010-2012	EWAP	\$218,077.08	1/14/2014	
85	Additional Traffic Control	ACLS	\$14,119.16	1/7/2014	
86	Additional Potholing	EWAP	\$27,169.70	1/14/2014	
87	Pumps & Irrigation Controllers	ACLS	\$11,182.52	12/23/2013	
88	Auto Center median	ACLS	\$19,040.70	12/23/2013	
89	Misc. Work	ACLS	\$20,660.89	1/22/2014	
90	Misc. Work Sunbelt et al.	ACLS	\$24,887.22	1/22/2014	
91	Grind & Pave Santa Clara	ACLS	\$23,911.00	1/22/2014	
92	Weed clearing	ACLS	\$39,000.00	4/8/2014	
93	Additional SWPPP	ACUP	\$15,036.00	1/22/2014	
94	Mobile home park extra work	ACLS	\$7,397.19	1/22/2014	
95	Replace irrigation controller	EWAP, EWFA	\$14,131.48	1/23/2014	
96	Irrigation Credits	ACLS	(\$56,674.54)	5/29/2014	
97	Sidewalk Repair Santa Clara	EWFA	\$12,000.00	2/20/2014	
98	More SWPPP--Annual Report	EWAP	\$2,331.00	2/20/2014	
99	Emergency Repair Guard Rail	ACLS	\$6,759.90	3/24/2014	
100	Sewer Bypass Extra Work	ACLS	\$23,969.36	3/6/2014	
101	Weep Holes	ACLS	\$43,768.81	4/8/2014	
102	Repair MGBR from accident	ACLS, EWFA	\$12,981.75	3/19/2014	
103	Repair fence, asphalt from collision	EWFA	\$7,000.00	4/3/2014	
104	Extend MBGR NB 101 Ramp	EWAP	\$1,123.08	6/9/2014	
105	Replace crash barrels	EWAP	\$5,338.11	8/14/2014	
106	Sewer line, misc. work	EWAP	\$24,079.58	6/17/2014	
107	Sleeve in drainage system	EWAP	\$18,255.00	7/7/2014	

CONTRACT CHANGE ORDER SUMMARY

Rice Ave - Santa Clara Ave Interchange Improvements Over Highway 101

CONTRACT AMOUNT = \$31,189,493.23

City of Oxnard • PW03-19

CCO NUMBER	CCO DESCRIPTION	METHOD OF PAY	CCO AMOUNT AUTHORIZED	APPROVAL DATE	CHANGES TO DAYS
108	Weed clearing	EWAP	\$12,074.57	7/7/2014	
109	Misc extra work	EWAP	\$17,827.64	7/7/2014	
110	Misc extra work 2010-2013	EWAP	\$19,786.21	7/16/2014	
111	Drainage pipe, embankment	EWAP	\$14,061.16	7/15/2014	
112	Item Adjustments	ACLS	\$168,287.00	10/28/2014	
113	MBGR Repair for collisions	EWFA	\$15,000.00	2/19/2015	
114	Item Adjustment #28 Water Line Credit	ACLS	(\$62,560.07)	3/3/2015	
115	Replace damaged traffic pole	EWAP, EWFA	\$11,171.02	9/16/2014	
116	Verizon wires for ramp meter	EWFA	\$5,000.00	9/18/2014	
117	Delete pre-construction video	N/A	\$0.00	10/16/2014	
118	Repair low spot, MBGR	EWFA	\$8,500.00	11/5/2014	
119	Repair sidewalk cracks	EWFA	\$12,500.00	1/20/2015	
120	Repair MBGR from collision	EWFA	\$10,000.00	1/20/2015	
121	Delay claim for 45" water line	ACLS	\$445,321.80	10/14/2015	245
122	Clean drainage inlets	EWFA	\$6,000.00	3/19/2015	
123	Maintenance signs for asphalt	ACLS	\$8,306.85	9/22/2015	
124	Delay claims for TIAs #2-6	ACLS			
125	Sweeping	EWAP			
	APPROVED CCO TOTAL		\$4,813,057.95	15.4%	696

**APPROVED CONTRACT
AMOUNT:**

\$36,002,551.18

** EWAP Extra work at Agreed Price
 EWFA Extra Work at Force Account
 ACUP Adjustment of Compensation at Unit Price
 ACLS Adjustment of Compensation at Agreed Lump Sum
 Inc/Dec Item Increase / Item Decrease
 DT Deferred Time

City Contributions

Fund Name	Fund Number	Budget Amount
Transportation Development Fund	184	\$ 291,502
Capital Outlay Fund	301	\$ 1,760,687
Circulation System Improvement Fees	354	\$ 9,745,088
Water Operating Fund	601	\$ 406,787
Wastewater Collection Fund	611	\$ 31,600
Total		\$ 12,235,664



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-5

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, P.E., Interim Public Works Director
Public Works Department

SUBJECT: First Amendment with Ecology Auto Parts, Incorporated for Supplemental Waste Transfer Hauling Services (Agreement No. A-7766)

CONTACT: Todd Vasquez-Housley, Interim Deputy Public Works Director
todd.housley @ ci.oxnard.ca.us, 890-3153

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement with Ecology Auto Parts, Incorporated (Ecology) to increase the amount by \$150,000 from an agreement value of \$1,950,000 to \$2,100,000 and to extend the expiration date from February 15, 2016 to February 15, 2018, for supplemental waste transfer hauling services (Agreement No. A-7766).

BACKGROUND

The Environmental Resources Division utilizes waste transfer haulers to supplement waste transfer hauling for the City's fleet at the Del Norte Facility. Supplemental haulers are called upon to assist the City in transfer of waste, recyclables and green waste to contracted facilities. The need is based upon fluctuating material volumes, permit mandates to move the material, and the availability of City Transfer Crews. Supplemental transfer haulers have traditionally hauled up to approximately 100,000 tons per year (the average tonnage hauled is approximately 70,000 tons per year, but can reach 100,000 tons per year) from the Del Norte Facility to the City's two contracted landfills: the Toland Road Landfill and the Simi Valley Landfill.

In December of 2014, the Environmental Resources Division issued a Request for Proposals (RFP) for supplemental transfer hauling services. This process was initiated because the existing contract with Ecology was entering its third year and staff determined it was prudent to reexamine the terms in a competitive process. Staff constructed the RFP to attempt to solicit and contract with multiple firms in order to ensure competition was built into the process and to best serve the interests of the City and ratepayers.

As a result of the formal RFP process and the permit mandates of the Del Norte Facility, staff has determined that it was the best interest of the City and rate payers to contract with both Agromin and Ecology to provide supplemental transfer hauling services. Council approved this arrangement on May 5, 2015. This arrangement provides for the best cost value to the City and rate payers while accomplishing an initial goal of the RFP process: to have more than one hauler available to the City.

On May 5, 2015, the City Council approved Agreement No. A-7766 for Trade Services with Ecology for a one year period through February 15, 2016 for an amount not-to-exceed of \$650,000 with an option to extend for two one-year periods through February 15, 2018 with each one-year term not-to-exceed \$650,000 for a total value of \$1,950,000.

The First Amendment executes the option to extend the agreement for two (2) one-year periods through February 15, 2018 and adds \$150,000 to the first term through February 15, 2016 for an overall agreement value of \$2,100,000. Fluctuations in the volume of solid waste, recyclables or green waste, or operational changes may adjust the level of supplemental transfer hauling service that is required. All material is tracked and documented for fiscal and regulatory purposes.

FINANCIAL IMPACT

The value of Agreement No. A-7766 with Ecology is not-to-exceed \$800,000 for the first annual term through February 15, 2016. The additional \$150,000 will increase the first year agreement amount from \$650,000 to \$800,000. The not to exceed total will increase to \$2,100,000 for the entire three year agreement. Ecology is expected to haul approximately 70,000 waste tons annually to the Simi Valley Landfill for a haul rate of \$9.09 per ton.

Funds are available in the Environmental Resources Enterprise Fund Account Number 631-6314-842-8281 (Waste Transfer Haul-Contractual Services-Supplemental Waste Hauling) to cover the cost of supplemental waste transfer hauling by Ecology for the remaining period of Fiscal Year 2015-16. These funds were approved by Council through the Fiscal Year 2015-16 budget process. The remaining costs for supplemental hauling service will be included in the recommended budget for Fiscal Year 2016-17.

ATTACHMENTS

- #1 - First Amendment to Agreement No. A-7766
- #2 - Original Agreement No. A-7766

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of December, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Ecology Auto Parts, Incorporated ("Vendor"). This First Amendment amends the Agreement entered into on April 28, 2015, by City and Vendor.

City and Vendor agree as follows:

1. After the second sentence in Section 3, the following sentence is hereby added: "Effective December 8, 2015, City and Vendor have agreed to extend this Agreement for the first additional one-year term to February 15, 2017 and for the second additional one-year term to February 15, 2018." In Section 3 of the Agreement, the expiration date of "February 15, 2016" is deleted and replaced with the date "February 15, 2018".
2. In Section 4 (a) of the Agreement, the first sentence is deleted and replaced with "City shall pay Vendor in an amount not to exceed \$800,000 for supplemental hauling services for the first term and a not to exceed \$650,000 for the second year term (if an extension is agreed upon) and a not to exceed \$650,000 for the third year term (if an extension is agreed upon) for a not-to-exceed total of \$2,100,000 if all extensions are agreed upon."
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

Aaron Siroonian, Chief Operations Officer
Ecology Auto Parts, Incorporated

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:

Todd Vasquez-Housley,
Interim Deputy Public Works Director

ATTACHMENT _____
PAGE _____ OF _____

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/14)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this 28th day of April, 2015, by and between the City of Oxnard ("City") and Ecology Auto Parts, Incorporated ("Vendor"), subject to the following terms and conditions:

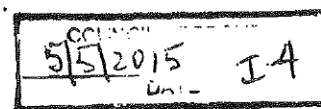
1. Vendor shall provide to City supplemental hauling services (the "Services") from the City's Del Norte Regional Recycling & Transfer Station (Station) to the Simi Valley Landfill and Recycling Center or the Toland Road Landfill as listed in Exhibit A, attached hereto and made a part hereof.

2. Vendor shall provide the Services on an as-needed basis with a twenty-four hour notice. Hauler shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on February 16, 2015, and shall end on February 15, 2016. City and Vendor agree that the Agreement may be renewed for two (2) one year periods upon written approval of both City and Vendor. City may terminate this Agreement at any time, with cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. a. City shall pay Vendor in amount not to exceed \$650,000 for supplemental hauling services for the first term and a not to exceed \$650,000 for the second year term (if an extension is agreed upon) and a not to exceed \$650,000 for the third year term (if an extension is agreed upon) for a not-to-exceed total of \$1,950,000. Vendor to provide hauling from the Station to each of the following landfills and rates per ton hauled: Simi Valley Landfill \$9.09 per ton hauled and the Toland Road Landfill \$8.46 per ton hauled. Vendor's rates are based on and shall be paid for an average per load of 20 tons for landfill destination. Vendor's rate per ton hauled under this Agreement includes all costs related to Vendor's performance for the supplemental hauling services from the Station to the designated landfill including but not limited to: all labor, fuel, equipment, maintenance, repairs, parts, supplies, and other related costs. City does not guarantee that City will request Vendor to haul any minimum or maximum amount of material. The City will use its best efforts to level out the number of the average daily loads to that allows the Vendor to maximize the efficiency of its allocation of personnel and equipment necessary to perform the work under this Agreement.

b. The average load shall be determined from the loads hauled by Vendor to each landfill on a quarterly basis per every three consecutive calendar months beginning on July 1, 2015. If the quarterly period average load is determined to be less than 20 tons per load at the designated landfill than City shall pay Vendor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in Section 4 (a) of this Agreement. For example, if the



AM

Vendor hauled 50 loads to the Toland Road Landfill that totaled 950 tons of solid waste for an average of 19 tons per load in a calendar quarter period then the City is responsible for paying the Vendor the tonnage shortfall difference of 50 tons at \$8.46 per ton for a payment of \$423.00.

c. The rate of \$9.09 of per ton hauled by Vendor from the Station to Simi Valley Landfill and \$8.46 of per ton hauled by Vendor from Station to the Toland Road Landfill at an average load of 20 tons as specified in Section 4 (a) of this Agreement are based on diesel cost of \$3.00 per gallon with an average of 4.7 miles per gallon (MPG) are also subject to the fuel surcharge/discount formula set forth below.

The price per ton hauled by the Vendor on a monthly basis will increase or decrease based on fluctuations in fuel costs above or below \$3.00 per gallon of diesel fuel and will be recovered by the City or the Vendor through a Fuel Surcharge or Discount (FSD) computed using the following formula ("fuel cost" is based on the U.S. Department of Energy (DOE) weekly retail "on highway" diesel prices for the California Region Index (Index). The website can be viewed at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

$$\begin{aligned} &(\text{Fuel Cost} - \$3.00) / 4.7 \text{ MPG} = \text{FSD per Mile} \\ &(\text{FSD per Mile} \times \text{Round Trip Miles}) = \text{FSD per Load} \end{aligned}$$

The FSD will be computed on a cents per mile basis, and translated to a per load basis for invoicing purposes. Fractions will be rounded to the nearest whole cent. No surcharge will begin to be calculated until the Index exceeds \$3.00 per gallon. Should the price of fuel decrease to below \$3.00 per gallon, Vendor will issue a credit to the City using the same FSD calculation.

Revisions to the FSD will occur on the first Monday of every new month using the Index, regardless of the invoice date. When Monday falls on a DOE observed holiday and no Index is published, the revision will occur on the next day of DOI posting.

For Debit example, and for illustration purposes only, if the Index is reported as 3.50 per gallon and the round trip miles are 50, the FSD from the Station to the designated landfill would be as follows:

$$\begin{aligned} &(\$3.50 - \$3.00) / 4.7 \text{ MPG} = \$0.106 \text{ per Mile} \\ &\$0.106 \times 50 \text{ Miles} = \$5.30 \text{ Debit per Load to the Designated Landfill} \end{aligned}$$

For Credit example, and for illustration purposes only, if the Index is reported as \$2.50 per gallon and the round trip miles are 50, the FSD from the Station to the Designated Landfill would be as follows:

$$\begin{aligned} &(\$2.50 - \$3.00) / 4.7 \text{ MPG} = (-\$0.106) \text{ per Mile} \\ &(-\$0.106) \times 50 \text{ Miles} = (-\$5.30) \text{ Credit per Load to the Designated Landfill} \end{aligned}$$

d. Payments to be made to Vendor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for

payment of Vendor's services beyond the current fiscal year, this Agreement shall cover payment for Vendor's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. The City shall pay the Vendor an annual Consumer Price Index (CPI) adjustment for the rates per ton hauled as identified in Section 4. (a). The annual CPI shall be adjusted on February 16, 2016 and February 16, 2017 for the second year term and third year term respectively if an extension of Agreement is agreed upon for each term by the City and Vendor. The annual adjustment shall be according to the percentage change in the CPI, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing December of the previous year to December of the current year.

6. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit B**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.75 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such

employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

7. Indemnity

a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Vendor, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Indemnified Party, then Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

c. The review, acceptance or approval Vendor's work by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

8. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

9. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in Exhibit INS-B, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B.

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

10. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

11. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

12. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

13. This Agreement may be amended only by a written document signed by both City and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: Ecology Auto Parts, Incorporated, 14150 Vine Place, Cerritos, California 90703, Attention: Saul Gracian, General Manager. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard -- Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

15. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

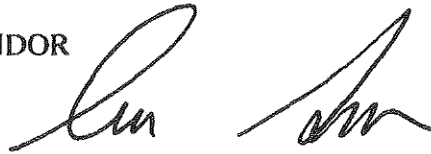
16. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD



Tim Flynn, Mayor

VENDOR



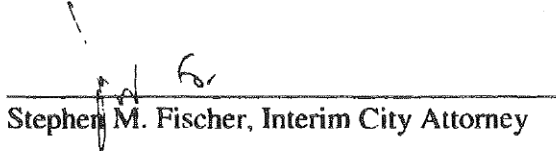
Aaron Siroonian, Chief Operations Officer
Ecology Auto Parts, Incorporated

ATTEST:



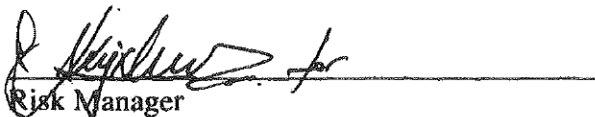
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



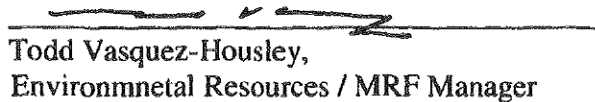
Risk Manager

APPROVED AS TO AMOUNT:



Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



Todd Vasquez-Housley,
Environmental Resources / MRF Manager



EXHIBIT A
SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

1. On request of City, Vendor shall, pursuant to this Agreement, haul solid waste material from City's Station to either the Simi Valley Landfill or the Toland Road Landfill. If during term of Agreement City designates a landfill not identified in this Section of Agreement, Vendor shall provide City its rate per ton hauled to that landfill.
2. Vendor shall provide hauling services only upon request of the City. Station hours are 5:30 a.m. to 5:00 p.m. Monday through Saturday. Vendor shall follow all laws, regulations, safety rules and practices at the Station, landfills, and other facilities, including the Del Norte Regional Recycling and Transfer Station Loading Procedure Policy as listed in Exhibit A-1 of this Agreement.
3. City shall give Vendor at least 24 hours notice by telephone of assignments to haul material. City shall specify the number of trucks required and specify the facility where the material is to be delivered.
4. Vendor shall maintain tractor-trailers to perform haul operation in legal, safe and effective manner. Vendor shall keep tractor-trailers in a clean condition and maintain a good appearance. Vendor shall provide City a copy of certification to verify safety audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on Vendor's tractor-trailers. Upon City's request, Vendor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.
5. City shall inspect Vendor's tractor-trailers as City determines is necessary. Upon request of City, Vendor shall repair, at Vendor's expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Vendor shall repair the item within a reasonable time as not to adversely impact hauling service. Vendor's tractor-trailers shall be in good mechanical and operational condition and clean before hauling each load from the Station.
6. Vendor shall use its best efforts to provide a sufficient number of trucks and drivers to the Station at the days and times specified by City.
7. Vendor shall provide City with a weight ticket identifying the amount of tons hauled by Vendor to the facility.
8. Vendor shall provide City with tare weights of tractor-trailers used by the Vendor. Tractor-trailers shall have full tank of fuel when weight tared.
9. Vendor shall provide City with vehicle numbers of tractor-trailers used by the Vendor.
10. City shall provide Vendor staging/parking area at Station for a maximum of five tractor-trailers. Based on City's waste hauling needs, City shall determine number of tractor-trailers staged at Station by Vendor. Upon City's request, City shall give Vendor 24 hour notice by

telephone to change number of tractor-trailers staged at Station by Vendor.

11. Vendor may provide its own preventative maintenance, washing, and fueling of its tractor-trailers staged at the Station. All labor, equipment, parts, supplies, fuel, and other related materials to maintain, wash, and fuel Vendor's tractor-trailers shall be performed by the Vendor and at the sole expense of the Vendor. Vendor shall perform all maintenance, washing and fueling of its tractor-trailers at the Station from 5:00 p.m. to 5:30 a.m. Monday through Saturday during the closed hours to the public. Vendor shall not perform any major repairs of its tractor-trailers at the Station. Vendor shall collect and dispose of all debris generated from maintenance, washing and fueling of its tractor-trailers. Vendor shall use its own catch basin and safely and responsibly dispose of all liquid waste from washing its tractor-trailers. At City's sole discretion, Vendor may stage maintenance and parts vehicle and other apparatus to maintain, fuel and wash Vendor's tractor-trailers at the Station. Vendor must use containment methods requested by the City.

12. Vendor must be available to haul solid waste at the City's request. The denial of loads by the Vendor may be interpreted as non performance and breach of this Agreement.

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Exhibit A-1
Del Norte Regional Recycling and Transfer Station
Transfer Vehicle Loading Procedure
June 30, 2014

1. SCOPE:

This procedure will outline the steps necessary to safely load transfer vehicles. Compliance with this procedure is mandatory. Failure to follow the steps in this procedure may result in injury and/or result in disciplinary action up to termination.

2. OBJECTIVES:

- 2.1 Safely load transfer vehicles
- 2.2 Standardize radio communications between Dispatch, loaders, spotters and transfer vehicles.
- 2.3 Minimize safe loading times. TPR Section 6.0 page 16.
- 2.4 Set rules of conduct between Dispatch, loaders, spotters and transfer personnel.
- 2.5 Safely maximize transfer vehicle weight to ensure minimum truck trips and reduce carbon emissions.

3. PROCEDURE:

- 3.1 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.2 Non-essential radio conversation will be strictly avoided.
- 3.3 No individual may enter the port tunnels unless both ports are covered. The only exception to this being an emergency.
- 3.4 All other employees or individuals working on location will be required to wear a hard hat, safety vest, safety glasses, gloves and safety footwear.
- 3.5 All vehicles will strictly adhere to the 15 MPH or less speed limit at all times.
- 3.6 Prior to entering the port tunnels transfers will proceed to the designated area marked "STOP" at the entrance of tunnel.
- 3.7 ALL drivers expecting to enter the port tunnel will stop their truck before the "STOP" sign located at entrance of tunnel.
- 3.8 Transfers will park to the far right of the lane in single file and leave left lane clear.
- 3.9 Upon reaching the "STOP" sign, transfers will report to Dispatch via radio and provide their truck I.D. number and fuel name.
- 3.10 Transfers will then inform Dispatch their readiness to enter the port tunnel and wait for instructions. No transfer truck may proceed until given permission from Dispatch.

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- 3.11 Dispatch will be expected to update transfer drivers of status changes to loading trucks waiting in line. Transfer drivers will comply with any changes.
- 3.12 Ecology/Green Waste Transfer trucks will be allowed to pull up to the "STOP" sign on the left lane only when instructed by Dispatch and wait for instructions before entering port tunnel.
- 3.13 Dispatch will verbally acknowledge all communications requested by transfer drivers.
- 3.14 Communications between transfer drivers, loaders and Dispatch shall remain professional, courteous and to the point. A clear, uninterrupted line of communication shall be maintained at all times whenever possible.
- 3.15 Whenever a concern or disagreement arises as to dispatching, a phone conversation shall take place with Dispatch supervisor instead.
- 3.16 While vehicle is under port tunnels, Dispatch will use full name of transfer driver and vehicle ID to communicate.
- 3.17 Transfers will only enter the tunnel when material to be loaded is ready and transfer driver has received verbal confirmation from Dispatch. Clean wood or green waste will only be loaded in designated vehicles.
- 3.18 Dispatch will decide and inform transfers drivers the type of material to be loaded. This determination is based upon operational needs. Dispatch will make the final decision as to who will enter the tunnel and what loads will take precedent.
- 3.19 Upon entering port tunnels, transfers drivers will adhere to ALL verbal instructions provided by Dispatch.
- 3.20 When staged and properly aligned, transfer driver shall set both tractor and trailer air brakes prior to loading. Transfer driver will verbally confirm to Dispatch that brakes have been set.
- 3.21 Dispatch will verbally verify truck-port alignment and verbally confirm with transfer driver that alignment is set.
- 3.22 Transfer drivers shall remain inside their vehicles at all times while parked under tunnel for safety reasons. The only exception to this being an emergency. If transfer driver has to leave the truck due to an emergency, they will verbally notify Dispatch that they are leaving the vehicle if it is feasible to do so.
- 3.23 Loading time shall only start after RED light is turned on. Dispatch will verbally confirm when loading will commence.
- 3.24 After truck is loaded, Dispatch will verbally confirm that loading is complete and switch on a GREEN light.
- 3.25 Dispatch will then verbally contact transfer driver via radio and acknowledge that vehicle can exit from port tunnel. Dispatch will also verbally contact transfer driver if potential hazards exist with material loaded; ie: overweight, wood sticking out, etc.
- 3.26 Transfer driver may not move until both a GREEN light and verbal permission have been received by Dispatch. Transfer must verbally respond and acknowledge with Dispatch before moving truck.



- 3.27 If there is a loss of power to premises, Dispatch will confirm and verify all instructions step-by-step and will guide the transfer driver to move the vehicle from under port tunnel back to main staging area.
- 3.28 No one, including Spotters, shall be assigned to manually clear any remaining debris that may be protruding from the truck while trucks are under the ports tunnels.
- 3.29 Should load leveling be required, transfer drivers shall drive to a flat surface area, inspect load, tarp and call Dispatch for added assistance when needed.
- 3.30 Trucks shall not be permitted to stop at the exit incline for load inspection or tarping.
- 3.31 Dispatch supervisor will make the decision to assign the task of clearing top of trailer.

3.32 SPOTTER / SAFETY REQUIREMENTS AT TIPPING AREA:

- 3.33 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.33.1 Spotter shall NOT approach or be near the loading ports while loader is active and running.
- 3.33.2 Dispatch will instruct loader operator to park, turn off and exit loader whenever personnel such as a spotter may need to work near any loading port. Loader will acknowledge and confirm by radio.
- 3.33.3 Spotter will ONLY approach or be near the loading ports if loader is safely parked, turned off and no one is inside the cabin.
- 3.33.4 Spotter will NOT walk adjacent to open ports unless covers are fully in place.
- 3.33.5 A plastic chain attached to portable stands shall be posted near tunnel ports but not closer than 72" (6 feet) whenever ports are not covered (Per Transfer Processing Report).
- 3.33.6 Spotter will maintain visual and radio contact with Dispatch.
- 3.33.7 Spotters directing vehicle traffic inside the MRF area shall use LED wands to direct traffic.
- 3.33.8 Spotters shall never walk adjacent or look into the loading ports to access the tops of trailers.
- 3.33.9 Clearing and adjusting the objects that may be protruding from above the top rails of truck while under the loading ports shall NOT be done by anyone whether they are using extension tools or not.
- 3.33.10 No one shall be permitted under the tunnel ports unless the tunnel port covers are fully set in place and permission to do so has been granted by Dispatcher or Dispatch supervisor.
- 3.33.11 All personnel entering the port tunnels to clean, sweep or clear area of debris shall first receive radio clearance from Dispatch to do so before AND after completing any tasks underneath tunnels.

4. MATERIALS:

4.1 None.

5. EQUIPMENT:

5.1 Portable UHF or VHF radios.

5.2 Hard Hats.

5.3 Safety Glasses.

5.4 Standard Safety-vests.

5.5 LED Safety-vests.

5.6 LED wands.

5.7 Gloves.

6. DOCUMENTATION:

6.1 Copies of this Transfer Vehicle Loading Procedure are to be placed in the Environmental Resources Division Illness and Injury Prevention Plan, in the Driver Break Room, and at the Dispatch Control Room.

EXHIBIT B

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2014**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.75 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2015, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on page 3 of the Agreement for Trade Services.

Exhibit 1 Page 3 of 2

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EXHIBIT INS-[B]

INSURANCE REQUIREMENTS

**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). 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

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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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

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ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rev. 4/15

INS

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**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE
(MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE _____ Included in Limits
In Addition to Limits

Telephone: _____

NAMED INSURED _____

Deductible _____ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. Per Occurrence Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

Broker/Agent _____ Underwriter _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2015

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 (714)879-6299 Bartling Ins Group, Inc. License# 0C26111 Dba: B.I.G. Insurance Services 1176 Main Street, Suite A-1 Irvine, CA 92614		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Ecology Auto Parts, Inc., Etal. 14150 Vine Place Cerritos, CA 90703 (562)921-9974 Ext.		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: Scottsdale Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 41297 15580	

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

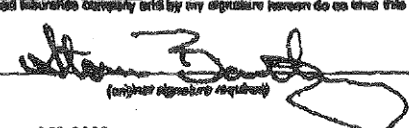
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 RSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR		ACS0000116	10/25/14	10/25/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS	☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CT10031457	10/25/14	10/25/15	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					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUS: ☐ OTHER: ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All Operations. See attached General Liability Special Endorsement and Auto Liability Special Endorsement for Additional Insured wording. This Certificate of Insurance Supercedes all previous Issued Certificates.

CERTIFICATE HOLDER City Of Oxnard/Attn: Risk Manager Reference No. A7766 300 West Third Street, Ste 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE									
PRODUCER Bartling Insurance Group, Inc. DBA: BIG Insurance Services 117A Main St Ste A-1 Irvine CA 92614 Telephone:		POLICY INFORMATION Insured Company: Scottsdale Insurance Co. Policy# ACS0000116 Policy No.: 10/25/14 Issued: 10/25/15 Loss Adjustment Expense: 0 Insured in Loss: 0 Coverage: All Per Occurrence									
NAMED INSURED Ecology Auto Parts, Inc. 14150 Vine Place Cerritos, CA 90703		APPLICABILITY This insurance covers the insureds under the policy terms of the named insured under all circumstances and events in which the City is named insured here U is which only the following specific circumstances and events with the City are covered:									
TYPE OF INSURANCE GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		CITY AGREEMENTS/TERMS									
COVERAGES A. GENERAL B. PRODUCTS/COMPLETED OPERATIONS C. PERSONAL & ADVENTURES PARTY D. FIRE DAMAGE E. _____ F. _____		OTHER PROVISIONS Underwritten and approved for claims payment to this insurance. CLAIMS: Dave Risson, Scottsdale Ins. Co. Address: 8877 N Gainey Center Dr Scottsdale, AZ 85268 Telephone: 480 365 2722									
COVERAGE LIMITS AND DEDUCTIBLES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td>1,000,000</td> <td>2,000,000</td> </tr> <tr> <td>1,000,000</td> <td>2,000,000</td> </tr> <tr> <td>100,000</td> <td></td> </tr> </tbody> </table>		EACH OCCURRENCE	AGGREGATE	1,000,000	2,000,000	1,000,000	2,000,000	100,000		In consideration of the premium charged and notwithstanding any inconsistency contained in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance coverage is provided as follows:	
EACH OCCURRENCE	AGGREGATE										
1,000,000	2,000,000										
1,000,000	2,000,000										
100,000											
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with respect to liability and damage of suits arising from the operations, products and services performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises owned 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 stated in an arbitration plan of coverage except as the named insured's scheduled underlying primary coverage. In other event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought against with respect to the company's limit of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the coverage of the City, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by registered delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S OBLIGATIONS. Any failure to comply with reporting provisions of the policy or violation of conditions of insurance shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SOURCE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "assumptions" form C80001; or - If none, affords coverage which is at least as broad as the primary insurance form C80001. Except as stated above nothing herein shall be held to waive, alter or modify any of the terms, conditions, agreements or exclusions of the policy to which this endorsement is attached.											
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Risk Manager Reference No. A&A86 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☒ Underwriter ☐ Underwriter ☐ _____ Storm Bartling (print name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so on this company to this endorsement. Signature:  (original signature required) Telephone: (714) 979 6299 Date Signed: 4/8/15									

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE ENDORSEMENT NO. 1888-1 DATE 4/24/2015
PRODUCER: Bertling Insurance Group, Inc. DBA: BIG Insurance Services 1176 Main St, Ste A-1, Irvine, CA 92614 Lic. UC28111 Telephone: 714 979 6299 NAMED INSURED Ecology Auto Parts Inc. 14160 Vine Place Camarillo, CA 90703	POLICY INFORMATION: Insurance Company: Scottsdale Indemnity Co. Pol#CT10031457 Policy No: 10/25/14 (to) 10/25/15 Loss Adjustment Expense: (Preferred in Limit) \$1,000,000.00 (Preferred in Limit) \$1,000,000.00 ☒ No deductible ☐ Self Insured Retention (Amount which is self-insured) \$1,000,000.00 with an Aggregate of \$1,000,000.00 ☐ Auto Liability Policy (Amount) \$1,000,000.00 through ☐ Per Occurrence Per Date	
APPLICABILITY. This endorsement applies to the operations, products and/or territory of the named insured under all policies and coverages in force with the City which are covered here. It is in effect only for the following specific operations and products with the City are covered:		
CITY AGREEMENTS/TERMS		
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☒ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS	
LIMIT OF LIABILITY \$1,000,000 per accident, per bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: David Risen, Scottsdale Indemnity Co. Address: 8877 N Gainey Center Dr, Scottsdale AZ 85258 Telephone: 1480.365.2722	
In consideration of the premium charged and notwithstanding any insurances obtained in the policy in which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance Company agrees as follows:		
1. INSURANCE. The City, its officers, agents, volunteers and employees are included as insured with respect to liability and damage of such nature from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION/NO SUBROGATION. No amount (a) which is payable by the named insured for or on behalf of the City or (b) amount paid by the named insured to the City or (c) amount paid by the named insured from the City, the insurance provided by this policy shall be primary insurance as against the City, its officers, agents, volunteers or employees in an action or claim of coverage against the named insured's obligation under the primary insurance. In some cases, the other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of the insurance and shall not contribute with it. 3. REVERSIBILITY OF INTEREST. This insurance applies retroactively to each insured against which claim is made or suit is brought against with respect to the company's limit of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have had a claimant if not so insured. 4. CANCELLATION NOTICE. With respect to the insurance of the City, this insurance shall not be extended, or retroactively reduced in coverage or limits except after thirty (30) days after written notice by registered delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURANCE COVERAGE. Any failure to comply with reporting provisions of the policy of insurance or violation of warranties shall not affect coverage provided to the City. As officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, extends coverage at least as broad as: a. Motorists Standard Office Automobile Liability Coverage, "nonoperator" form OMSST (Rev. 08/03), code ("any auto"); or b. If denied, extends coverage which is at least as broad as the primary insurances 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. A7768 380 W. 3rd Street, Suite 302 Oxnard, CA 93020	AUTHORIZED REPRESENTATIVE ☒ Insured/Agent ☐ Underwriter ☐ Other Storm Bertling I hereby agree, warrant that I have authority to bind the named insured herein and by my signature herein do so bind the company to this endorsement. Signature:  (Original signature required) Telephone: 714 , 979 6296 Date Signed: 4/24/2015	

ACORD

Client#: 634337

ECOLAUTO

CERTIFICATE OF LIABILITY INSURANCE

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 HUB Int'l Insurance Serv. Inc. License #0757776 6701 Center Dr West #1500 Los Angeles, CA 90045	CONTACT NAME: Ellie Liu PHONE (A/C, No, Ext): 310.568.7629 E-MAIL: Ellie.Liu@hubinternational.com ADDRESS: Ellie.Liu@hubinternational.com	FAX (A/C, No):
INSURED Ecology Auto Parts, Inc., etal 14150 Vine Place Cerritos, CA 90703	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11150 4+

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					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐					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					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					\$
	EXCESS LIAB					EACH OCCURRENCE \$
	DED ☐ RETENTION \$					AGGREGATE \$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X 71WC10504500	02/21/2015	02/21/2016	WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A					E.L. EACH ACCIDENT \$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Agreement #A7766.

Waiver of Subrogation applies City of Oxnard for Workers Compensation policy per attached endorsement #WC 00 03 13.

REVISED CERTIFICATE This Certificate voids and supersedes Certificate issued 04/07/2015.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
305 West Third Street
Third 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

James O. Carter

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule

Schedule

Any Person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective: 2/21/2014

Policy No. 71WC10504500

Endorsement No.

Insured: Ecology Auto Parts, Inc

Insurance Company: ARCH INSURANCE COMPANY

Countersigned By _____

Date of Issue:



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-6

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

A handwritten signature in dark ink, appearing to be "G. Nyhoff", written over the "THROUGH:" line.

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Adoption of Resolutions (I) Approving Paying and Reporting the Value of Employer Paid Member Contributions to CalPERS for Unrepresented Top Management Employees, (II) To Tax Defer Member-Paid Contributions, and (III) Repealing and Replacing Resolution No. 14,721 Establishing the Salary and Benefits for Unrepresented Employees

CONTACT: J. Tabin Cosio, Director of Human Resources
Tabin.Cosio@ci.oxnard.ca.us, 385-7947

RECOMMENDATION

That City Council:

1. Adopt a Resolution to Approve Paying and Reporting the Value of Employer Paid Member Contributions for Unrepresented Top Management Employees; and
2. Adopt a Resolution to Tax Defer Member-Paid Contributions –IRC 414(h)(2) Employer Pick-up for All Employees and Employee Groups; and
3. Adopt a Resolution Repealing and Replacing Resolution No. 14,721 Establishing the Salary and Benefits for Unrepresented Employees.

BACKGROUND

Pension Contributions

The City of Oxnard ("City") participates in the California Public Employees' Retirement System ("CalPERS") to provide pension benefits for its regular city employees, including elected officials. City

CalPERS enrollees are required by State statute to contribute a percentage of their salary to the CalPERS pension program. The amount required to be paid by the member is seven percent (7%) for non-safety members and nine percent (9%) for safety members. Although known as an “employee member contribution” these contributions may be made by either the employer and/or the employee. The City has been paying the employees’ pension contribution (commonly referred to as an Employer Paid Member Contribution or “EPMC”) for decades. The practice of paying the EPMC for regular employees was formally authorized by City Council on June 24, 2003 with the approval of Resolution Number 12,414.

The Public Pension Reform Act (“PEPRA”) adopted by the California State Legislature in 2012 set new principles and standards with respect to employee member contributions. PEPRA requires employees hired after January 1, 2013 and enrolled in public pension program to pay 100% of their employee member contributions. Further, PEPRA set as a new standard for “classic employees” – simply defined as employees hired and enrolled in a public pension before January 1, 2013. The new standard for classic employees is for the employer to not pay any of the required employee member contribution and to achieve that standard by the target date of January 1, 2018.

Resolution Establishing Compensation and Benefits for Unrepresented Employees

On February 10, 2015, the City Council adopted the City’s initial Salary Resolution setting forth the compensation and benefits for the City’s unrepresented employees. Unrepresented employees are not members of any of the bargaining units (“unions”) representing the various job titles within the City and therefore are not subject to any labor agreements between the City and the various unions. These unrepresented employees include top management, unrepresented management and unrepresented non-management employees including confidential employees.

The Salary Resolution presented to and ultimately adopted by City Council on February 10 represented the first time in decades that a single document clearly and transparently set forth the various forms of compensation including wages, paid leaves, health benefits and retirement benefits for unrepresented employees. The initial Salary Resolution was a result of an initial review of compensation and benefits for unrepresented employees and included a majority, though not all, of the benefits being earned by unrepresented employees. At that time, it was committed to City Council that City staff would undertake a full review of City personnel policies and procedures, including those related to compensation and benefits for these unrepresented employees. It was believed and fully expected that, as a result of the full review, additional existing practices and benefits would be identified and that staff would return to City Council with an amended Salary Resolution for review and approval.

DISCUSSION

Pension Contributions

Adoption of the recommended resolution to pay and report the value of employer paid member contributions for Top Management Employees would reduce the employer paid member contribution from seven percent (7%) to two percent (2%). That means, effective January 2, 2016, Top Management

Employees will begin paying five percent (5%) of employee member contributions to CalPERS through a pre-tax payroll deduction. This change would be consistent with the principles of the Public Employee Pension Reform Act and would move the City closer to meeting the standard of no longer paying any of the employee required member contribution. The recommended change would apply only to Top Management Employees. The City would continue to pay the full seven percent (7%) employee member contribution for unrepresented mid-management and confidential employees. It is anticipated that a resolution to lower the EPMC value for unrepresented mid-management and confidential employees would be presented to City Council sometime in the third quarter of FY 2015-16.

Resolution Establishing Compensation and Benefits for Unrepresented Employees

A summary of the proposed revisions the Salary Resolution are listed below. A red-line version of the Salary Resolution detailing the recommended revisions is included as Attachment #3 to this report.

Section IV. Salaries

- Subsection K (new) – “Salary Upon Temporary Promotion” – Memorializes and standardizes current practice of providing a temporary pay increase to employees who have been temporarily promoted to a vacant position.
- Subsection L (new) – “Interim/Acting Department Head Assignment Pay” – Memorializes and standardizes current practice of providing a temporary pay increase to employees who have been designated by the City Manager to serve as an interim/acting department head.
- Subsection M (new) – “Automobile Allowance” – Memorializes and standardizes existing benefit earned by assistant city managers and department heads.

Section VIII. Paid Leaves

- Subsection iv(c) – Proposed change to reduce the number of hours eligible for redemption from 120 to 60. This change applies to Unrepresented Executive (Top Management) Employees.

Section X. Term Life Insurance (new)

- Memorializes and standardizes existing benefit earned by all unrepresented employees.

Section XI. Deferred Compensation

- Subsection B (new) – Memorializes and standardizes existing 3% percent deferred contribution benefit earned by Unrepresented Executive (Top Management) Employees.

Section XIII. Retirement

- Subsection A(iii) (new) – Proposed change to reduce the value of the employer-paid member contribution for Top Management from 7% to 2%.
- Subsection A(v) (new) – Proposed change to reflect adoption of resolution establishing a pre-tax deduction of employee retirement contributions

Exhibit III – Classifications and Salary Ranges for Top Management

A computation error was identified for the position of Chief Financial Officer. The position was incorrectly assigned a maximum annual salary \$185,332. The correct maximum annual salary is \$181,802 (E-8) and a revision has been made to reflect the correct salary range. There is no impact as a result of correcting this computation error as the incumbent employee is presently not receiving the maximum annual salary.

FINANCIAL IMPACT

The estimated cost savings of reducing the EPMC for Top Management Employees from seven percent (7%) to two percent (2%) is approximately \$41,000 for the remainder (January through June) of FY 2015-16 and \$82,000 annually thereafter. The reduction of the number of leave hours eligible for redemption by Top Management Employees will reduce personnel costs by approximately \$44,000 annually for FY 2016-17 thereafter.

There is no financial impact by adopting the remainder of the recommended changes to the Salary Resolution. All other changes are made to memorialize existing practices or benefits that were budgeted for in FY 2015-16.

ATTACHMENTS

- #1 – Resolution for Paying and Reporting the Value of EPMC for Unrepresented Top Management
- #2 – Resolution for Tax Deferral of Employee Member Contributions
- #3 – Resolution Repealing and Replacing Resolution No. 14,721 (Redline)
- #4 – Resolution Repealing and Replacing Resolution No. 14,721 (Clean)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD FOR PAYING
AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR
UNREPRESENTED TOP MANAGEMENT EMPLOYEES**

WHEREAS, the governing body of the City of Oxnard has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Oxnard has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Oxnard of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Oxnard has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all "Top Management" employees as defined and listed in Exhibit 3 of the Salary Resolution covering unrepresented employees.
- This benefit shall consist of paying two percent (2%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be January 2, 2016.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Oxnard elects to pay and report the value of EPMC, as set forth above.

PASSED AND ADOPTED this 15th day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1
PAGE 1 OF 2

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

*Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(h)(2)
EMPLOYER PICK-UP**

WHEREAS, the governing body of the City of Oxnard has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the City of Oxnard has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to All Employees who are members of the California Public Employees' Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

- I. That the City of Oxnard will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of all its employees or all its employees in a recognized group or class of employment who are members of the California Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the City of Oxnard to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the City of Oxnard in lieu of contributions by the employees who are members of the California Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Oxnard to the California Public Employees' Retirement System.
- IV. That the City of Oxnard shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the City of Oxnard to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.).

VI. That the contributions designated as employee contributions made by the City of Oxnard to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System.

PASSED AND ADOPTED by the governing body of the City of Oxnard this 15th day of December, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

RETURN ADDRESS:

FOR CALPERS USE ONLY

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS - IRC 414(h)(2)

Approved by: _____

Title: _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF THE CITY OF OXNARD ESTABLISHING RULES FOR THE
APPLICATION OF COMPENSATION RATES AND BENEFIT LEVELS FOR
UNREPRESENTED EXECUTIVE, UNREPRESENTED MID-MANAGEMENT
AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR FY 2015-16 ~~2014-15~~

RESOLVED, by the City Council of the City of Oxnard, as follows:

Section I. Applicability

- A. General. The provisions of this Resolution shall be applicable to both classified and unclassified services of the City of Oxnard, provided, however, that if any provisions of a Memorandum of Understanding or employment contract adopted and approved by the City Council under chapter 3, Article II, sections 3-50 and 3-76 of the Code of the City of Oxnard, California (the "City Code") and currently in effect are clearly and specifically in conflict with any rule contained in this resolution, the provision in such Memorandum of Understanding or employment contract shall prevail.
- B. Council Authority Necessary to Amend Resolution. Any exception to these provisions must be authorized by the City Council prior to the action, or in the case of a bona fide emergency, at the next scheduled City Council meeting following the action. Actions are submitted through the agenda process by the City Manager or the Human Resources Director, as applicable, in open session or through the City Attorney in closed session as permitted under the Brown Act and ultimately placed on the City Council's open agenda prior to final approval. California Constitution Article XI incorporates the concept derived from principles of public accountability that government employees should not be paid for time not worked, for services not performed or authorized due to the need to be accountable to the taxpayers for the expenditure of public funds. (Contravention of this provision is referred to as a "gift of public funds.") Therefore, the City, as a subdivision of the State, must abide by the provisions of this Section in its compensation policies and practices.
- C. Unrepresented Employees. Sections IV through XIII of this Resolution apply only to Unrepresented Executive Employees, Unrepresented Mid-management Employees, Unrepresented Confidential Employees and/or all other positions not represented by any recognized employee organization. "Unrepresented Executive Employee(s)" shall have the same meaning as the term "Employee, Management" in chapter 3, Article II sections 3-37(E) and 3-63(E) of the City Code. "Unrepresented Confidential Employee(s)" shall have the same meaning as the term "Employee, Confidential" in chapter 3, Article II sections 3-37(D) and 3-63(D) of the City Code. "Unrepresented Mid-Management Employee(s)" shall be defined as employees falling within the definition of "Unrepresented Confidential Employee(s)" whose job classifications are listed on Exhibit 2 to this Resolution. The term "employees" as used in Sections IV through XIII of this

Resolution shall be defined to include Unrepresented Confidential Employees, Unrepresented Mid-Management Employees and Unrepresented Executive Employees.

Section II. Hours of Work

A. Core Business Hours

- i. The City's core business hours are 8:00 a.m. to 6:00 p.m., Monday through Friday, with City offices being closed on alternating Fridays. Employees who work in departments with 24-hour operations shall be excluded from this section. Employees subject to this section are expected to be on-site during core business hours, regardless of their status as exempt or non-exempt employees.

B. Work Schedules

- i. The City work schedules include 3/12, 4/10, and 9/80. The City shall establish and modify work schedules for all employees based on operational necessity to provide services to the public.

- C. Full time employees are employees who are regularly scheduled to work forty (40) hours per workweek. Part time employees are employees who are regularly scheduled to work less than forty (40) hours per workweek.

D. Recording of Time

- i. Employees are required to record all hours worked and leave taken on City-provided time sheets. This provision applies to both exempt and non-exempt employees. Any exempt employee working less than eighty (80) hours in a given pay period must utilize accrued paid leave time in order account for such shortfall in hours. Employees shall be required to sign their timesheets, and timesheets of employees who report to them, under penalty of perjury and may be subject to discipline in the event that they sign an inaccurate timesheet.

Section III. Nepotism

- A. No person shall be employed in any position in which the employee will directly or indirectly supervise, or in which the employees will be directly or indirectly supervised by, the employee's spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step-grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person with whom the employee has a relationship *in loco parentis*. Employees are obligated to disclose any such relationship to the Director of Human Resources.

Section IV. Salaries

- A. Salary ranges for Unrepresented Confidential Employees (Exhibit 1), Unrepresented Mid-Management Employees (Exhibit 2), and Unrepresented Executive Employees (Exhibit 3), are set forth on Exhibits 1, 2 and 3 respectively. The rates in Exhibit 1 are listed in dollars per hour. The rates in Exhibits 2 and 3 are listed in dollars per hour, as well as bi-weekly, monthly and annual rates. ~~Effective the pay period commencing on October 11th, 2014, the City shall implement a three percent (3%) pay increase for all Unrepresented, Mid-Management Employees and Unrepresented Executive Employees, with the exception of the City Manager and City Attorney. Amended salary schedules for Unrepresented Mid-Management Employees and Unrepresented Executive Employees shall be made available to the public on the City's website as soon as administratively possible following adoption of this Resolution.~~
- B. Salary ranges for represented employee groups are listed in their respective memoranda of understanding.
- C. Wages for Temporary and Part-Time Employees
- i. Temporary and part-time employees shall be paid on an hourly basis for hours actually worked, subject to the provisions of section IV.E and/or the Fair Labor Standards Act, which provides for overtime compensation for hours worked in excess of 40 per workweek.
 - ii. Unrepresented temporary and/or part-time employees who are employed in classifications that are represented shall be paid on the same salary scale as listed for the represented employee in the same class.
 - iii. Any such employee in a class having a monthly salary rate shall be paid an hourly rate that is converted from the monthly salary for that class.
- D. Pay Periods
- i. Each pay period shall cover fourteen (14) consecutive calendar days and there shall be twenty-six pay periods per calendar year.
- E. Exempt Employees
- i. Employees in classes that have been deemed "exempt" shall not be entitled to payment or compensatory time off for overtime as provided for in the rules and regulations of the Fair Labor Standards Act.
 - ii. In accordance with the rules and regulations of the Fair Labor Standards Act, the base salary of exempt employees shall not be reduced due to variations in the

quality or quantity of the work performed. Any reduction in wages that are a result of discipline will comply with the Fair Labor Standards Act.

- iii. Employees exempt from overtime are subject to the requirements related to recording of time worked and time spent on paid leave set forth in section II.C.

F. Salary Upon Employment

- i. When an appointment is made to a budgeted position, the starting pay will normally be the minimum rate set forth in the applicable salary range and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the applicable classification.
- ii. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum upon recommendation from the Department Head with the approval of the City Manager. In no event shall an individual's salary rate exceed the maximum limit of the salary range for the applicable classification.

G. Salary Upon Reinstatement Following Voluntary Separation

- i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has resigned from City service in good standing may apply for reinstatement within one year of his or her resignation to the position he or she left, if vacant, by means of a written request. If the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation at the same or in a lower salary range as paid at the time of resignation. Such employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.
- ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

H. Salary and Benefits Upon Restoration or Reemployment Following Reduction in Force

- i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who is demoted as a result of a reduction in force shall have the employee's name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification shall be first offered to employees on this reinstatement list.

- ii. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has been laid off shall have his or her name placed on a reemployment list for classifications in which the employee previously held and for classifications at the same or lower salary range for which the employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to employees on the reemployment list after employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.
- iii. Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:
 - a. Seniority at time of layoff for purposes of determining step increases, annual leave accrual and future layoff priority.
 - b. Base wages paid to an employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step the employee held at the time of layoff. If the employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then the employee shall receive the maximum base wages provided in such salary range.
- iv. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

I. Duration of Lists

- i. The name of an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff. Such an employee who does responding to written notification of an opening within nine (9) working days shall have the employee's name removed from either the reemployment list or reinstatement list.
- ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

J. Salary Upon Promotion

- i. The beginning base wage for promotions shall be the next highest step on the applicable step range or, shall place the employee at the bottom of the range of the position into which the employee is promoted.

K. Salary Upon Temporary Promotion

- i. A qualified employee, as determined and approved by the Director of Human Resources, may be assigned to a higher classification to fill a vacancy caused by an approved leave of absence or any other valid vacancy.

Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or ten percent (10%) over their present rate of pay, whichever is greater and which will not exceed the new pay/salary range maximum. The change in pay/salary related to the promotion shall be effective the first day of the new pay period following such promotion. The temporarily promoted employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.

L. Interim/Acting Department Head Assignment Pay

- i. An Employee who has been designated by the City Manager as Interim/Acting Department Head shall vacate the current classification and assume the higher classification for the duration of the assignment, and shall receive an assignment pay of ten percent (10%) above his/her present rate of pay. In no case shall such pay/salary adjustment place the employee beyond the pay/salary range of the position to which they have been temporarily promoted.

The change in pay/salary related to the assignment of Interim/Acting Department Head shall be effective the first (1st) day of the new pay period following such assignment by the City Manager. The Interim/Acting Department Head shall not receive any other benefit assigned to the higher classification that they are not already receiving.

M. Automobile Allowance

- i. Employees holding top management positions will be provided a biweekly automobile allowance as follows:

a. <u>Assistant City Manager:</u>	<u>\$184.62</u>
b. <u>Department Head:</u>	<u>\$161.54</u>

ATTACHMENT 3
PAGE 6 OF 22

- ii. Eligible employees who receive approval to use a City vehicle instead of receiving an automobile allowance shall have computations of other benefits/compensation calculated as if they received an allowance.
- iii. Mileage reimbursement for local in County travel will not be reimbursed if the employee receives a car allowance. Mileage reimbursement shall be approved for out of area business travel at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Section V. Overtime and Compensatory Time Off for Unrepresented Confidential Employees

- A. Unrepresented Confidential Employees who are not designated as "exempt" for purposes of the Fair Labor Standards Act shall be eligible to receive overtime payment if an employee is required by his or her supervisor to work in excess of forty (40) hours in a single FLSA work period. Overtime compensation shall be paid at one-and-one half times his or her regular rate of pay, which includes base wages, bilingual pay, longevity pay, confidential pay and educational incentive pay, as applicable.
- B. Unrepresented Confidential Employees who are not designated as "exempt" for purposes of the Fair Labor Standards Act may elect to receive compensatory time off in lieu of payment for overtime worked. Such employees shall accrue compensatory time off at the rate of one and one half hours for each overtime hour worked, up to a maximum accumulation of eighty (80) hours. The request for compensatory time off in lieu of payment for overtime worked shall be made at the time the overtime is worked. The City shall automatically cash out any compensatory time off accruals in excess of eighty (80) hours during the month of July.

Section VI. Other Compensation Provisions

A. Mileage for Travel Outside City Limits

- i. When employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterrupted from one assigned work location to another assigned work location, at least one of which is located outside of the City limits, City shall compensate the employee. Employees shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

B. Confidential Pay

- i. Unrepresented Confidential Employees shall be entitled to a specialty pay equal to 5% of their base wages.

C. Bilingual Pay

i. Rate of Bilingual Pay

- a. A regular, full-time Unrepresented Confidential Employee may receive bilingual pay at the rate of twenty dollars (\$20.00) biweekly to the extent the employee is required to provide bilingual services as determined by the City Manager or designee.

ii. Conditions for Receipt

- a. Bilingual pay shall be paid subject to the employee satisfying the following conditions:
1. The employee's position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:
 - i. The predominant and primary focus of the position is to communicate in person or by telephone with members of the public in connection with providing City services and the employee on a regular ongoing basis in the course of carrying out usual job duties, is called upon to utilize a language other than English in communicating with the members of the public, or
 - ii. On a regular, daily basis the employee is called upon by the City to provide a language other than English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees; or
 - iii. The employee is determined by the City Manager or designee to be fluent in a language other than English and the employee possesses and displays a sensitivity for the cultural needs of the City's other than English speaking population.

D. Longevity Pay

- i. Unrepresented Confidential Employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one (1%) percent of the base wages paid to the employee. Unrepresented Confidential Employees who have completed ten (10) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of two (2%) percent of the base wages paid to the employee. Unrepresented Confidential Employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of three (3%) percent of the base

wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to the employee.

Section VII. Holidays

A. Observed holidays include:

New Year's Day (January 1st)
Martin Luther King's Day (the third Monday in January)
Presidents' Day (the third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (the last Monday in May)
Independence Day (July 4th)
Labor Day (the first Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day
Christmas Day (December 25th)

Employees shall be entitled to holiday pay if an observed holiday falls on an employee's regularly scheduled workday and if the employee is in paid status on the day before or the day after an observed holiday.

B. Work on Holidays

- i. Unrepresented Confidential Employees required to work on a City-observed holiday shall be paid one and one-half their regular rate of pay for hours actually worked, or receive compensatory time off, subject to the accrual cap set forth in Section V, at the rate of one and one half times hours actually worked on the holiday, in addition to receiving straight time pay for said holiday. In order for such an employee to qualify for overtime pay under this section, such employee's regularly scheduled workday must fall on the day before and/or the day after such holiday.

C. Holidays on Weekends

- i. City observed holidays that fall on Sunday shall be observed on the following Monday. City observed holidays that fall on Saturday shall be observed on the preceding Friday.

Section VIII. Paid Leaves

A. Annual Leave

- i. Accrual Levels

Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accrual	Maximum Accrual
< 5	0-59	6.24	162.24	324.48
5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40
10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10.16	264.16	528.32
13-14	156-167	10.46	271.96	543.92
14-15	168-179	10.77	280.02	560.04
> 15	180+	11.78	306.28	612.56

Unrepresented Executive Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accrual	Maximum Accrual
<2	0-23	7.16	186.16	372.34
2-5	24-59	9.62	250.12	500.24
5+	60+	12.08	314.08	628.16

ii. Usage

- a. Accrued annual leave may be taken at one day at a time, or it may be taken several days at a time. The annual leave is to be scheduled between the employee and his or her supervisor in such a manner that such employee's absence will not impair division operations.

iii. Maximum Annual Leave Accrual

- a. Once an employee reaches his or her maximum annual leave accrual, he or she will not be permitted to accrue any additional annual leave until he or she uses sufficient annual leave so as to bring his or her annual leave balance below the applicable cap. Accrual will recommence in the following pay period.

iv. Redemption

- a. After five (5) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to forty (40) hours of annual leave provided that funds are allocated to cover these costs in the employee's department's budget and that such employee has taken at least forty (40) hours of annual leave in the preceding twelve (12) months.
 - b. After ten (10) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to eighty (80) hours of annual leave provided that funds are allocated to cover these costs in the employee's department's budget and that such employee has taken at least eighty (80) hours of annual leave in the preceding twelve (12) months.
 - c. Effective December 15, 2015, Any Unrepresented Executive Employee, regardless of full-time years of service, may receive pay for redemption of up to sixty (60) ~~120~~ hours of annual leave during each calendar year.
 - d. All requests for annual leave redemption must be made by the employee, in writing, using a City form and, said requests must be submitted to the City's payroll department during the months of July and December for the employee to receive the redemption.
 - e. Pay under this subsection shall be calculated based on base wages, longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable.
- v. Payment Upon Separation
- a. Any employee who leaves the service of the City shall be paid for accrued annual leave to which such employee is otherwise entitled at his/her then current base wages plus longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable, as of the effective date of separation from City service.
- vi. Discontinuance of Reserve Leave Program and Treatment of Accrued Reserve Leave.
- a. If an employee were previously permitted to create and maintain a reserve leave bank, such employee's reserve leave bank balance will remain available for use by employees as annual leave, subject to the conditions for use set forth in this section. Employees will no longer be permitted to add additional hours to their reserve leave banks and new employees will not be permitted to create reserve leave banks.

B. Administrative Leave

- i. Full time Unrepresented Mid-Management Employees in permanent positions who classified as "exempt" for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted forty (40) hours of administrative leave.
- ii. Full time Unrepresented Executive Employees in permanent positions who classified as "exempt" for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted eighty (80) hours of administrative leave.
- iii. Administrative leave not taken during the fiscal year in which it is granted shall not be carried over to the subsequent fiscal year; employees shall not be permitted to maintain an administrative leave balance in excess of forty (40) hours for Unrepresented Mid-Management Employees or eighty (80) hours for Unrepresented Executive Employees.
- iv. Administrative leave shall be scheduled at the convenience of the employee's department and must be approved by the employee's supervisor prior to its use.

C. Bereavement Leave

- i. The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the employee's immediate family.
- ii. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.
- iii. Immediately upon return from bereavement leave, the employee shall furnish to the Department Director/ Division Supervising Manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

D. Workers' Compensation

- i. Employees who are injured or become ill in the course of employment shall be paid in accordance with the applicable workers' compensation laws of the State of California.

E. Military Leave

- i. Employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code, or as otherwise enhanced by City Council action.

F. Jury Duty and Court Appearances Within Scope of Duties

i. Conditions

If an employee is called for jury duty or is subpoenaed as a witness in litigation as a result of the employee's official duties with the City, he/she shall be granted a leave of absence with pay provided that:

- a. The employee's supervisor has been notified by the employee of the jury duty summons or witness subpoena.
- b. The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:
 - 1. An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.
 - 2. An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.
 - 3. An employee summoned for and assigned jury duty for six (6) or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.

ii. Amount Limited

- a. The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

Section IX. Health and Welfare Benefits

A. Health Insurance

- i. The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible employees. An eligible employee is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.
- ii. The City offers health coverage under the Public Employees' Medical and Hospital Care Act ("PEMHCA"). In accordance with the requirements of PEMHCA, the City shall make a direct contribution of \$122 per month towards active employees' health care costs in calendar year 2015. This amount is equal to the statutory minimum contribution set by CalPERS and is subject to change as further required by CalPERS.
- iii. In addition to the direct PEMHCA contribution described above, the City will make an additional contribution towards a cafeteria plan for active employees. The City's cafeteria plan contribution for Unrepresented Executive Employees shall equal \$242.31 per bi-weekly pay period and shall equal \$200.00 per bi-weekly pay period for Unrepresented Confidential Employees and Unrepresented Mid-Management Employees.

B. Dental Insurance

- i. The City shall contribute the sum of thirty dollars and eighty three cents (\$30.83) biweekly to the employee's dental insurance cafeteria plan for dental programs provided by the City. Regular full time employees that are employees for more than ninety (90) days and who "opt-out" of dental coverage will receive \$30.83 bi-weekly additional taxable income.

C. Flex Spending Plan

- i. Employees may participate in the voluntary Flex Spending Plan so long the plan is offered by the City and permitted under IRS rules and regulations.

D. Wellness Program

- i. Employees may participate in the City wellness program for so long as the City maintains a wellness program.

Section X. Term Life Insurance

- A. The City shall provide a term life insurance policy to all employees covered by this Resolution in the amount of five thousand dollars (\$5,000). Additionally, Top Management Employees will be provided a term life insurance policy of one time their annual salary. City-provided life insurance coverage is only in effect as long as**

the employee is employed by the City. Additional group term life insurance may be purchased by the individual employee.

Section XI. Deferred Compensation

- A. Employees shall be permitted to participate in the City's section 457 deferred compensation plan for as long as such a plan is maintained by the City. Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will also have the option to convert up to forty (40) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year. Unrepresented Executive Employees will have the option to convert up to eighty (80) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year.
- B. The City shall make a non-elective employer contribution of three percent (3%) of employee base pay/salary to the City-sponsored and designated deferred compensation plan for all permanent Top Management Employees.

Section XII. Family and Medical Leave

Employees shall be permitted to request leave pursuant to, and consistent with, the Family and Medical Leave Act and any applicable City policy.

Section XIII. Retirement

- A. CalPERS Retirement for Miscellaneous Employees Hired before January 1, 2013
- i. The City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
 - ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
 - iii. For permanent Unrepresented Top Management Employees, the City shall pay two percent (2%) of the employee normal contributions directly to CalPERS as an Employer Paid Member Contribution ("EMPC") effective January 2, 2016. The City shall report the same percent value to CalPERS as compensation earnable, pursuant to California Government Code Section 20636(c)(4), the City's payment of the EPMC. Unrepresented Top Management Employees shall be responsible for paying the remaining five percent (5%) normal contributions through payroll deductions.

- iv. For Unrepresented Confidential Employees and Unrepresented Mid-Management Employees employees, the City shall pay the seven percent (7%) employee normal contribution directly to CalPERS in FY2014-15. The City shall report the same percent value to CalPERS as compensation earnable, pursuant to California Government Code section 20636(c)(4), the City's payment of the EPMC required employee retirement contributions to PERS.
- v. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. CalPERS Retirement for Miscellaneous Employees Hired on or after January 1, 2013

- i. "New Members", as defined by the Public Employees' Pension Reform Act ("PEPRA") are covered by the two percent (2%) at age sixty two (62) retirement formula.
- ii. New Members' retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members will pay an employee contribution to CalPERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.
- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- v. The City's contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all employees.

C. CalPERS Retirement for Safety Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. For permanent Unrepresented Top Management Safety Employees, the City shall pay the 9% four percent (4%) of the employee normal contribution directly to CalPERS as an Employer Paid Member Contribution ("EPMC") effective January 2, 2016 in FY2014-15. The City shall report to CalPERS as compensation earnable pursuant to California Government Code section

20636(c)(4) the City's payment of required employee retirement contributions to CalPERS. Unrepresented Top Management Safety Employees shall be responsible for paying the remaining five percent (5%) normal contribution through payroll deductions.

- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

D. CalPERS Retirement for Safety Employees Hired on or after January 1, 2013

- i. The City's contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
- ii. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members of the City's police retirement plan will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.

E. PARS Contribution

- i. City shall provide to all miscellaneous Unrepresented Confidential Employees, miscellaneous Unrepresented Mid-Management Employees and miscellaneous Unrepresented Executive Employees Public Agency Retirement System (PARS) supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.
- ii. The employees' contribution to PARS shall be eight percent (8%) of the wages upon which the employee's retirement contributions are computed. The City shall pay three percent (3%) of the employee contribution in FY2014-15 for Unrepresented Mid-Management Employees, in addition to the actuarially calculated employer contribution. Unrepresented Mid-Management Employees shall contribute the remaining five percent (5%) in FY2014-15. The City shall pay two point five percent (2.5%) of the employee contribution in FY2014-15 for Unrepresented Confidential Employees, in addition to the actuarially calculated employer contribution. Unrepresented Confidential Employees shall contribute the remaining five point five percent (5.5%) in FY2014-15.

- iii. City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of the required employee retirement contributions to PERS.
- iv. Employees hired on or after January 1, 2013, who are "new members" as defined in PEPPRA, including "classic" employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

Section XIV~~H~~. City Rights

The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and workforce performing those services in all respects. The exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and department directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

Section XIV. Severability

It is understood and agreed that this Resolution is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Municipal Code. If any part or provision of this Resolution is in conflict or inconsistent with such applicable provisions of those Federal, State, or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Resolution shall not be affected. If any part or provision of this Resolution is suspended or superseded part or provision with the understanding that the total compensation to employees under this Resolution shall not be reduced or increased as a result of this Section.

Section XVI. Conflicting Resolutions

All resolutions, parts of resolutions, or City policies and procedures in conflict with this resolution, except as such resolutions or parts thereof approve a Memorandum of Understanding, are hereby repealed. Specifically, ~~†~~This resolution hereby supersedes Resolution No. 14,721 adopted by the City Council on February 10~~24~~, 2015.

Section XVII. Effective Date

This resolution shall become effective following adoption by the City Council in accordance with the Brown Act. This resolution shall remain in full force and effect unless and until amended, repealed or otherwise modified by the City Council in accordance with the Brown Act.

PASSED AND ADOPTED THIS 15th day of December, 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

cc: ~~All City Department Heads~~

ATTACHMENT 3
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EXHIBIT 1

CITY OF OXNARD
CLASSIFICATIONS AND SALARY RANGES
Confidential Unrepresented
Adopted by City Council on June 23, 2015

CLASSIFICATION TITLE	SALARY RANGE	STEPS											
		1	2	3	4	5	6	7	8	9	10	11	12
Accountant II Confidential	C80	26.5108	27.8363	29.2282	30.6896	32.2240	33.8352	35.5270	37.3034	39.1685	41.1270	43.1833	45.3425
Accounting Technician Confidential	C67	21.0736	22.1273	23.2336	24.3953	25.6151	26.8958	28.2406	29.6527	31.1353	32.6921	34.3267	36.0430
Administrative Assistant Confidential	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Administrative Legal Assistant	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Administrative Legal Secretary I	C25	15.2873	16.0517	16.8542	17.6970	18.5818	19.5109	20.4864	21.5108	22.5863	23.7156	24.9014	26.1465
Administrative Legal Secretary II	C35	16.9857	17.8350	18.7267	19.6631	20.6462	21.6785	22.7625	23.9006	25.0956	26.3504	27.6679	29.0513
Administrative Legal Secretary III	C50	18.8730	19.8167	20.8075	21.8479	22.9402	24.0873	25.2916	26.5562	27.8840	29.2782	30.7421	32.2792
Administrative Secretary I Confidential	C15	14.2871	15.0015	15.7515	16.5391	17.3661	18.2344	19.1461	20.1034	21.1086	22.1640	23.2722	24.4358
Administrative Secretary II Confidential	C30	15.8745	16.6682	17.5016	18.3767	19.2956	20.2603	21.2733	22.3370	23.4539	24.6266	25.8579	27.1508
Administrative Secretary III Confidential	C40	17.6383	18.5202	19.4462	20.4185	21.4395	22.5114	23.6370	24.8189	26.0598	27.3628	28.7309	30.1675
Administrative Services Assistant	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Administrative Technician Confidential	C60	19.2756	20.2394	21.2513	22.3139	23.4296	24.6011	25.8311	27.1227	28.4788	29.9028	31.3979	32.9678
Employee Relations Coordinator	C67	21.0736	22.1273	23.2336	24.3953	25.6151	26.8958	28.2406	29.6527	31.1353	32.6921	34.3267	36.0430
Executive Assistant I	C80	26.5108	27.8363	29.2282	30.6896	32.2240	33.8352	35.5270	37.3034	39.1685	41.1270	43.1833	45.3425
Executive Assistant II	C85	27.8363	29.2281	30.6895	32.2240	33.8352	35.5270	37.3033	39.1685	41.1269	43.1832	45.3424	47.6095
Human Resources Technician	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Office Assistant I Confidential	C10	13.1757	13.8345	14.5262	15.2525	16.0151	16.8159	17.6567	18.5395	19.4665	20.4398	21.4618	22.5349
Office Assistant II Confidential	C20	14.7632	15.5014	16.2764	17.0902	17.9448	18.8420	19.7841	20.7733	21.8120	22.9026	24.0477	25.2501
Paralegal	C75	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.0190	34.6700	36.4035	38.2236	40.1348	42.1416
Safety Specialist	C72	24.0558	25.2586	26.5215	27.8476	29.2400	30.7020	32.2371	33.8489	35.5414	37.3184	39.1844	41.1436
Sr. Administrative Legal Secretary	C55	19.0493	20.0018	21.0019	22.0519	23.1545	24.3123	25.5279	26.8043	28.1445	29.5517	31.0293	32.5808
Sr. Benefits Coordinator	C75	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.0190	34.6700	36.4035	38.2236	40.1348	42.1416
Sr. Human Resources Coordinator	C75	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.0190	34.6700	36.4035	38.2236	40.1348	42.1416
Workers' Compensation Specialist	C69	22.3719	23.4905	24.6650	25.8983	27.1932	28.5528	29.9805	31.4795	33.0535	34.7062	36.4415	38.2635

EXHIBIT 2

CITY OF OXNARD

CLASSIFICATIONS AND SALARY RANGES

CONFIDENTIAL, UNREPRESENTED MID-MANAGEMENT EMPLOYEES ("MC" SCHEDULE)

Adopted by City Council on July 21, 2015

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
Law Office Manager	M19	25.8867	34.5155	43.4486	2,070.94	2,761.24	3,475.89	4,487.03	5,982.69	7,531.09
Management Analyst III	M29	29.2277	38.9702	48.7942	2,338.22	3,117.62	3,903.54	5,066.13	6,754.83	8,457.66
Deputy City Attorney I	M48	34.1625	45.5498	56.6896	2,733.00	3,643.98	4,535.17	5,921.50	7,895.30	9,826.20
Workers Compensation Manager	M48	34.1625	45.5498	56.6896	2,733.00	3,643.98	4,535.17	5,921.50	7,895.30	9,826.20
Deputy City Attorney II	M62	37.5777	50.1035	65.0188	3,006.22	4,008.28	5,201.50	6,513.47	8,684.61	11,269.93
Human Resources Manager	M66	38.6196	51.4928	63.8211	3,089.57	4,119.42	5,105.69	6,694.06	8,925.42	11,062.32
Public Relations & Community Affairs Mgr	M66	38.6196	51.4928	63.8211	3,089.57	4,119.42	5,105.69	6,694.06	8,925.42	11,062.32
Assistant Director of Human Resources	M67	46.16827	61.5577	69.9519	3,693.46	4,924.62	5,596.15	8,002.50	10,670.00	12,125.00
Assistant City Attorney	M88	47.9621	63.9492	78.7692	3,836.97	5,115.94	6,301.54	8,313.43	11,084.53	13,653.33

EXHIBIT 3

CITY OF OXNARD

CLASSIFICATIONS AND SALARY RANGES

TOP MANAGEMENT (T SCHEDULE)

Adopted by City Council on December 15, 2015

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
Assistant City Manager	E-11	80.8597	100.7528	111.1822	6,468.78	8,060.22	8,894.58	14,015.69	17,463.82	19,271.58	168,188.26	209,565.81	231,259.01
Chief Financial Officer	E-8	63.5672	79.2060	87.4049	5,085.37	6,336.48	6,992.39	11,018.31	13,729.04	15,150.18	132,219.72	164,748.51	181,802.14
City Attorney	E-12	-	-	105.7692	-	-	8,461.54	-	-	18,333.33	-	-	219,999.94
City Clerk	E-3	49.6859	61.9094	68.3179	3,974.87	4,952.75	5,465.44	8,612.22	10,730.96	11,841.78	103,346.59	128,771.50	142,101.32
City Manager	E-13	-	-	131.0629	-	-	10,485.03	-	-	22,717.57	-	-	272,610.83
City Treasurer	E-3	49.6859	61.9094	68.3179	3,974.87	4,952.75	5,465.44	8,612.22	10,730.96	11,841.78	103,346.59	128,771.50	142,101.32
Cultural & Community Services Director	E-6	56.9702	70.8476	78.3339	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Deputy City Manager	E-8	63.5672	79.2060	87.4049	5,085.37	6,336.48	6,992.39	11,018.31	13,729.04	15,150.18	132,219.72	164,748.51	181,802.14
Development Services Director	E-9	66.7119	82.9624	91.7289	5,336.95	6,636.99	7,338.31	11,563.39	14,380.14	15,899.68	138,760.68	172,561.70	190,796.15
Economic Development Director	E-6	56.9702	70.8476	78.3339	4,557.62	5,667.81	6,266.64	9,874.83	12,280.25	13,577.72	118,498.02	147,363.01	162,932.64
Fire Chief	E-10	69.43	86.51	95.4695	5,554.58	6,921.12	7,637.56	12,034.93	14,995.75	16,548.04	144,419.18	179,949.06	198,576.49
Housing Director	E-6	56.9702	70.8476	78.3339	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Human Resources Director	E-8	63.5672	79.2060	87.4049	5,085.37	6,336.48	6,992.39	11,018.31	13,729.04	15,150.18	132,219.72	164,748.51	181,802.14
Library Director	E-6	56.9702	70.8476	78.3339	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Police Chief	E-11	80.8597	100.7528	111.1822	6,468.78	8,060.22	8,894.58	14,015.69	17,463.82	19,271.58	168,188.26	209,565.81	231,259.01
Public Works Director	E-10	69.43	86.51	95.4695	5,554.58	6,921.12	7,637.56	12,034.93	14,995.75	16,548.04	144,419.18	179,949.06	198,576.49
Information Technology Director	E-6	56.9702	70.8476	78.3339	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Utilities Director	E-10	69.4323	86.5140	95.4695	5,554.58	6,921.12	7,637.56	12,034.93	14,995.75	16,548.04	144,419.18	179,949.06	198,576.49

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF THE CITY OF OXNARD ESTABLISHING RULES FOR THE
APPLICATION OF COMPENSATION RATES AND BENEFIT LEVELS FOR
UNREPRESENTED EXECUTIVE, UNREPRESENTED MID-MANAGEMENT
AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR FY 2015-16

RESOLVED, by the City Council of the City of Oxnard, as follows:

Section I. Applicability

- A. General. The provisions of this Resolution shall be applicable to both classified and unclassified services of the City of Oxnard, provided, however, that if any provisions of a Memorandum of Understanding or employment contract adopted and approved by the City Council under chapter 3, Article II, sections 3-50 and 3-76 of the Code of the City of Oxnard, California (the "City Code") and currently in effect are clearly and specifically in conflict with any rule contained in this resolution, the provision in such Memorandum of Understanding or employment contract shall prevail.
- B. Council Authority Necessary to Amend Resolution. Any exception to these provisions must be authorized by the City Council prior to the action, or in the case of a bona fide emergency, at the next scheduled City Council meeting following the action. Actions are submitted through the agenda process by the City Manager or the Human Resources Director, as applicable, in open session or through the City Attorney in closed session as permitted under the Brown Act and ultimately placed on the City Council's open agenda prior to final approval. California Constitution Article XI incorporates the concept derived from principles of public accountability that government employees should not be paid for time not worked, for services not performed or authorized due to the need to be accountable to the taxpayers for the expenditure of public funds. (Contravention of this provision is referred to as a "gift of public funds.") Therefore, the City, as a subdivision of the State, must abide by the provisions of this Section in its compensation policies and practices.
- C. Unrepresented Employees. Sections IV through XIII of this Resolution apply only to Unrepresented Executive Employees, Unrepresented Mid-management Employees, Unrepresented Confidential Employees and/or all other positions not represented by any recognized employee organization. "Unrepresented Executive Employee(s)" shall have the same meaning as the term "Employee, Management" in chapter 3, Article II sections 3-37(E) and 3-63(E) of the City Code. "Unrepresented Confidential Employee(s)" shall have the same meaning as the term "Employee, Confidential" in chapter 3, Article II sections 3-37(D) and 3-63(D) of the City Code. "Unrepresented Mid-Management Employee(s)" shall be defined as employees falling within the definition of "Unrepresented Confidential Employee(s)" whose job classifications are listed on Exhibit 2 to this Resolution. The term "employees" as used in Sections IV through XIII of this

Resolution shall be defined to include Unrepresented Confidential Employees, Unrepresented Mid-Management Employees and Unrepresented Executive Employees.

Section II. Hours of Work

A. Core Business Hours

- i. The City's core business hours are 8:00 a.m. to 6:00 p.m., Monday through Friday, with City offices being closed on alternating Fridays. Employees who work in departments with 24-hour operations shall be excluded from this section. Employees subject to this section are expected to be on-site during core business hours, regardless of their status as exempt or non-exempt employees.

B. Work Schedules

- i. The City work schedules include 3/12, 4/10, and 9/80. The City shall establish and modify work schedules for all employees based on operational necessity to provide services to the public.

C. Full time employees are employees who are regularly scheduled to work forty (40) hours per workweek. Part time employees are employees who are regularly scheduled to work less than forty (40) hours per workweek.

D. Recording of Time

- i. Employees are required to record all hours worked and leave taken on City-provided time sheets. This provision applies to both exempt and non-exempt employees. Any exempt employee working less than eighty (80) hours in a given pay period must utilize accrued paid leave time in order account for such shortfall in hours. Employees shall be required to sign their timesheets, and timesheets of employees who report to them, under penalty of perjury and may be subject to discipline in the event that they sign an inaccurate timesheet.

Section III. Nepotism

A. No person shall be employed in any position in which the employee will directly or indirectly supervise, or in which the employees will be directly or indirectly supervised by, the employee's spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step-grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person with whom the employee has a relationship *in loco parentis*. Employees are obligated to disclose any such relationship to the Director of Human Resources.

Section IV. Salaries

- A. Salary ranges for Unrepresented Confidential Employees (Exhibit 1), Unrepresented Mid-Management Employees (Exhibit 2), and Unrepresented Executive Employees (Exhibit 3), are set forth on Exhibits 1, 2 and 3 respectively. The rates in Exhibit 1 are listed in dollars per hour. The rates in Exhibits 2 and 3 are listed in dollars per hour, as well as bi-weekly, monthly and annual rates.
- B. Salary ranges for represented employee groups are listed in their respective memoranda of understanding.

C. Wages for Temporary and Part-Time Employees

- i. Temporary and part-time employees shall be paid on an hourly basis for hours actually worked, subject to the provisions of section IV.E and/or the Fair Labor Standards Act, which provides for overtime compensation for hours worked in excess of 40 per workweek.
- ii. Unrepresented temporary and/or part-time employees who are employed in classifications that are represented shall be paid on the same salary scale as listed for the represented employee in the same class.
- iii. Any such employee in a class having a monthly salary rate shall be paid an hourly rate that is converted from the monthly salary for that class.

D. Pay Periods

- i. Each pay period shall cover fourteen (14) consecutive calendar days and there shall be twenty-six pay periods per calendar year.

E. Exempt Employees

- i. Employees in classes that have been deemed "exempt" shall not be entitled to payment or compensatory time off for overtime as provided for in the rules and regulations of the Fair Labor Standards Act.
- ii. In accordance with the rules and regulations of the Fair Labor Standards Act, the base salary of exempt employees shall not be reduced due to variations in the quality or quantity of the work performed. Any reduction in wages that are a result of discipline will comply with the Fair Labor Standards Act.
- iii. Employees exempt from overtime are subject to the requirements related to recording of time worked and time spent on paid leave set forth in section II.C.

F. Salary Upon Employment

- i. When an appointment is made to a budgeted position, the starting pay will normally be the minimum rate set forth in the applicable salary range and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the applicable classification.
- ii. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum upon recommendation from the Department Head with the approval of the City Manager. In no event shall an individual's salary rate exceed the maximum limit of the salary range for the applicable classification.

G. Salary Upon Reinstatement Following Voluntary Separation

- i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has resigned from City service in good standing may apply for reinstatement within one year of his or her resignation to the position he or she left, if vacant, by means of a written request. If the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation at the same or in a lower salary range as paid at the time of resignation. Such employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.
- ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

H. Salary and Benefits Upon Restoration or Reemployment Following Reduction in Force

- i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who is demoted as a result of a reduction in force shall have the employee's name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification shall be first offered to employees on this reinstatement list.
- ii. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has been laid off shall have his or her name placed on a reemployment list for classifications in which the employee previously held and for classifications at the same or lower salary range for which the employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to employees on the reemployment list after

employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

- iii. Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:
 - a. Seniority at time of layoff for purposes of determining step increases, annual leave accrual and future layoff priority.
 - b. Base wages paid to an employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step the employee held at the time of layoff. If the employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then the employee shall receive the maximum base wages provided in such salary range.
- iv. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

I. Duration of Lists

- i. The name of an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff. Such an employee who does responding to written notification of an opening within nine (9) working days shall have the employee's name removed from either the reemployment list or reinstatement list.
- ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

J. Salary Upon Promotion

- i. The beginning base wage for promotions shall be the next highest step on the applicable step range or, shall place the employee at the bottom of the range of the position into which the employee is promoted.

K. Salary Upon Temporary Promotion

- i. A qualified employee, as determined and approved by the Director of Human Resources, may be assigned to a higher classification to fill a vacancy caused by an approved leave of absence or any other valid vacancy.

Upon temporary promotion, an employee will receive either the minimum of the new pay/salary range or ten percent (10%) over their present rate of pay, whichever is greater and which will not exceed the new pay/salary range maximum. The change in pay/salary related to the promotion shall be effective the first day of the new pay period following such promotion. The temporarily promoted employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.

L. Interim/Acting Department Head Assignment Pay

- i. An employee who has been designated by the City Manager as Interim/Acting Department Head shall vacate the current classification and assume the higher classification for the duration of the assignment, and shall receive an assignment pay of ten percent (10%) above his/her present rate of pay. In no case shall such pay/salary adjustment place the employee beyond the pay/salary range of the position to which they have been temporarily promoted.

The change in pay/salary related to the assignment of Interim/Acting Department Head shall be effective the first (1st) day of the new pay period following such assignment by the City Manager. The Interim/Acting Department Head shall not receive any other benefit assigned to the higher classification that they are not already receiving.

M. Automobile Allowance

- i. Employees holding top management positions will be provided a biweekly automobile allowance as follows:
 - a. Assistant City Manager: \$184.62
 - b. Department Head: \$161.54
- ii. Eligible employees who receive approval to use a City vehicle instead of receiving an automobile allowance shall have computations of other benefits/compensation calculated as if they received an allowance.
- iii. Mileage reimbursement for local in County travel will not be reimbursed if the employee receives a car allowance. Mileage reimbursement shall be approved for out of area business travel at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Section V. Overtime and Compensatory Time Off for Unrepresented Confidential Employees

- A. Unrepresented Confidential Employees who are not designated as "exempt" for purposes of the Fair Labor Standards Act shall be eligible to receive overtime payment if an employee is required by his or her supervisor to work in excess of forty (40) hours in a single FLSA work period. Overtime compensation shall be paid at one-and-one half

times his or her regular rate of pay, which includes base wages, bilingual pay, longevity pay, confidential pay and educational incentive pay, as applicable.

- B. Unrepresented Confidential Employees who are not designated as "exempt" for purposes of the Fair Labor Standards Act may elect to receive compensatory time off in lieu of payment for overtime worked. Such employees shall accrue compensatory time off at the rate of one and one half hours for each overtime hour worked, up to a maximum accumulation of eighty (80) hours. The request for compensatory time off in lieu of payment for overtime worked shall be made at the time the overtime is worked. The City shall automatically cash out any compensatory time off accruals in excess of eighty (80) hours during the month of July.

Section VI. Other Compensation Provisions

A. Mileage for Travel Outside City Limits

- i. When employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, at least one of which is located outside of the City limits, City shall compensate the employee. Employees shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

B. Confidential Pay

- i. Unrepresented Confidential Employees shall be entitled to a specialty pay equal to 5% of their base wages.

C. Bilingual Pay

i. Rate of Bilingual Pay

- a. A regular, full-time Unrepresented Confidential Employee may receive bilingual pay at the rate of twenty dollars (\$20.00) biweekly to the extent the employee is required to provide bilingual services as determined by the City Manager or designee.

ii. Conditions for Receipt

- a. Bilingual pay shall be paid subject to the employee satisfying the following conditions:
1. The employee's position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:

- i. The predominant and primary focus of the position is to communicate in person or by telephone with members of the public in connection with providing City services and the employee on a regular ongoing basis in the course of carrying out usual job duties, is called upon to utilize a language other than English in communicating with the members of the public, or
- ii. On a regular, daily basis the employee is called upon by the City to provide a language other than English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees; or
- iii. The employee is determined by the City Manager or designee to be fluent in a language other than English and the employee possesses and displays a sensitivity for the cultural needs of the City's other than English speaking population.

D. Longevity Pay

- i. Unrepresented Confidential Employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one (1%) percent of the base wages paid to the employee. Unrepresented Confidential Employees who have completed ten (10) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of two (2%) percent of the base wages paid to the employee. Unrepresented Confidential Employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of three (3%) percent of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to the employee.

Section VII. Holidays

A. Observed holidays include:

New Year's Day (January 1st)
 Martin Luther King's Day (the third Monday in January)
 Presidents' Day (the third Monday in February)
 Cesar Chavez Day (March 31)
 Memorial Day (the last Monday in May)
 Independence Day (July 4th)
 Labor Day (the first Monday in September)
 Veterans' Day (November 11th)

Thanksgiving Day
Christmas Day (December 25th)

Employees shall be entitled to holiday pay if an observed holiday falls on an employee's regularly scheduled workday and if the employee is in paid status on the day before or the day after an observed holiday.

B. Work on Holidays

- i. Unrepresented Confidential Employees required to work on a City-observed holiday shall be paid one and one-half their regular rate of pay for hours actually worked, or receive compensatory time off, subject to the accrual cap set forth in Section V, at the rate of one and one half times hours actually worked on the holiday, in addition to receiving straight time pay for said holiday. In order for such an employee to qualify for overtime pay under this section, such employee's regularly scheduled workday must fall on the day before and/or the day after such holiday.

C. Holidays on Weekends

- i. City observed holidays that fall on Sunday shall be observed on the following Monday. City observed holidays that fall on Saturday shall be observed on the preceding Friday.

Section VIII. Paid Leaves

A. Annual Leave

- i. Accrual Levels

Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accrual	Maximum Accrual
< 5	0-59	6.24	162.24	324.48
5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40
10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10-16	264.16	528.32
13-14	156-167	10.46	271.96	543.92

14-15	168-179	10.77	280.02	560.04
> 15	180+	11.78	306.28	612.56

Unrepresented Executive Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accrual	Maximum Accrual
<2	0-23	7.16	186.16	372.34
2-5	24-59	9.62	250.12	500.24
5+	60+	12.08	314.08	628.16

ii. Usage

- a. Accrued annual leave may be taken at one day at a time, or it may be taken several days at a time. The annual leave is to be scheduled between the employee and his or her supervisor in such a manner that such employee's absence will not impair division operations.

iii. Maximum Annual Leave Accrual

- a. Once an employee reaches his or her maximum annual leave accrual, he or she will not be permitted to accrue any additional annual leave until he or she uses sufficient annual leave so as to bring his or her annual leave balance below the applicable cap. Accrual will recommence in the following pay period.

iv. Redemption

- a. After five (5) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to forty (40) hours of annual leave provided that funds are allocated to cover these costs in the employee's department's budget and that such employee has taken at least forty (40) hours of annual leave in the preceding twelve (12) months.
- b. After ten (10) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to eighty (80) hours of annual leave provided that funds are allocated to cover these costs in the employee's department's budget and that such employee has taken at least eighty (80) hours of annual leave in the preceding twelve (12) months.
- c. Effective December 15, 2015, any Unrepresented Executive Employee, regardless of full-time years of service, may receive pay for redemption of up to sixty (60) hours of annual leave during each calendar year.

- d. All requests for annual leave redemption must be made by the employee, in writing, using a City form and, said requests must be submitted to the City's payroll department during the months of July and December for the employee to receive the redemption.
 - e. Pay under this subsection shall be calculated based on base wages, longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable.
 - v. Payment Upon Separation
 - a. Any employee who leaves the service of the City shall be paid for accrued annual leave to which such employee is otherwise entitled at his/her then current base wages plus longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable, as of the effective date of separation from City service.
 - vi. Discontinuance of Reserve Leave Program and Treatment of Accrued Reserve Leave.
 - a. If an employee were previously permitted to create and maintain a reserve leave bank, such employee's reserve leave bank balance will remain available for use by employees as annual leave, subject to the conditions for use set forth in this section. Employees will no longer be permitted to add additional hours to their reserve leave banks and new employees will not be permitted to create reserve leave banks.

B. Administrative Leave

- i. Full time Unrepresented Mid-Management Employees in permanent positions who classified as "exempt" for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted forty (40) hours of administrative leave.
- ii. Full time Unrepresented Executive Employees in permanent positions who classified as "exempt" for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted eighty (80) hours of administrative leave.
- iii. Administrative leave not taken during the fiscal year in which it is granted shall not be carried over to the subsequent fiscal year; employees shall not be permitted to maintain an administrative leave balance in excess of forty (40) hours for

Unrepresented Mid-Management Employees or eighty (80) hours for Unrepresented Executive Employees.

- iv. Administrative leave shall be scheduled at the convenience of the employee's department and must be approved by the employee's supervisor prior to its use.

C. Bereavement Leave

- i. The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the employee's immediate family.
- ii. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.
- iii. Immediately upon return from bereavement leave, the employee shall furnish to the Department Director/ Division Supervising Manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

D. Workers' Compensation

- i. Employees who are injured or become ill in the course of employment shall be paid in accordance with the applicable workers' compensation laws of the State of California.

E. Military Leave

- i. Employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code, or as otherwise enhanced by City Council action.

F. Jury Duty and Court Appearances Within Scope of Duties

- i. Conditions

If an employee is called for jury duty or is subpoenaed as a witness in litigation as a result of the employee's official duties with the City, he/she shall be granted a leave of absence with pay provided that:

- a. The employee's supervisor has been notified by the employee of the jury duty summons or witness subpoena.
 - b. The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:
 - 1. An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.
 - 2. An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.
 - 3. An employee summoned for and assigned jury duty for six (6) or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.
- ii. Amount Limited
- a. The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

Section IX. Health and Welfare Benefits

A. Health Insurance

- i. The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible employees. An eligible employee is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.
- ii. The City offers health coverage under the Public Employees' Medical and Hospital Care Act ("PEMHCA"). In accordance with the requirements of PEMHCA, the City shall make a direct contribution of \$122 per month towards active employees' health care costs in calendar year 2015. This amount is equal to the statutory minimum contribution set by CalPERS and is subject to change as further required by CalPERS.
- iii. In addition to the direct PEMHCA contribution described above, the City will make an additional contribution towards a cafeteria plan for active employees. The City's cafeteria plan contribution for Unrepresented Executive Employees shall equal \$242.31 per bi-weekly pay period and shall equal \$200.00 per bi-

weekly pay period for Unrepresented Confidential Employees and Unrepresented Mid-Management Employees.

B. Dental Insurance

- i. The City shall contribute the sum of thirty dollars and eighty three cents (\$30.83) biweekly to the employee's dental insurance cafeteria plan for dental programs provided by the City. Regular full time employees that are employees for more than ninety (90) days and who "opt-out" of dental coverage will receive \$30.83 bi-weekly additional taxable income.

C. Flex Spending Plan

- i. Employees may participate in the voluntary Flex Spending Plan so long the plan is offered by the City and permitted under IRS rules and regulations.

D. Wellness Program

- i. Employees may participate in the City wellness program for so long as the City maintains a wellness program.

Section X. Term Life Insurance

- A. The City shall provide a term life insurance policy to all employees covered by this Resolution in the amount of five thousand dollars (\$5,000). Additionally, Top Management Employees will be provided a term life insurance policy of one time their annual salary. City-provided life insurance coverage is only in effect as long as the employee is employed by the City. Additional group term life insurance may be purchased by the individual employee.

Section XI. Deferred Compensation

- A. Employees shall be permitted to participate in the City's section 457 deferred compensation plan for as long as such a plan is maintained by the City. Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will also have the option to convert up to forty (40) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year. Unrepresented Executive Employees will have the option to convert up to eighty (80) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year.
- B. The City shall make a non-elective employer contribution of three percent (3%) of employee base pay/salary to the City-sponsored and designated deferred compensation plan for all permanent Top Management Employees.

Section XII. Family and Medical Leave

Employees shall be permitted to request leave pursuant to, and consistent with, the Family and Medical Leave Act and any applicable City policy.

Section XIII. Retirement

A. CalPERS Retirement for Miscellaneous Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. For permanent Unrepresented Top Management Employees, the City shall pay two percent (2%) of the employee normal contribution directly to CalPERS as an Employer Paid Member Contribution ("EMPC") effective January 2, 2016. The City shall report the same percent value to CalPERS as compensation earnable, pursuant to California Government Code Section 20636(c)(4), the City's payment of the EPMC. Unrepresented Top Management Employees shall be responsible for paying the remaining five percent (5%) normal contribution through payroll deductions.
- iv. For Unrepresented Confidential Employees and Unrepresented Mid-Management Employees, the City shall pay the seven percent (7%) employee normal contribution directly to CalPERS. The City shall report the same percent value to CalPERS as compensation earnable, pursuant to California Government Code section 20636(c)(4), the City's payment of the EPMC.
- v. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. CalPERS Retirement for Miscellaneous Employees Hired on or after January 1, 2013

- i. "New Members", as defined by the Public Employees' Pension Reform Act ("PEPRA") are covered by the two percent (2%) at age sixty two (62) retirement formula.
- ii. New Members' retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members will pay an employee contribution to CalPERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This

amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.

- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- v. The City's contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all employees.

C. CalPERS Retirement for Safety Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. For permanent Unrepresented Top Management Safety Employees, the City shall pay four percent (4%) of the employee normal contribution directly to CalPERS as an Employer Paid Member Contribution ("EPMC") effective January 2, 2106. The City shall report to CalPERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to CalPERS. Unrepresented Top Management Safety Employees shall be responsible for paying the remaining five percent (5%) normal contribution through payroll deductions.
- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

D. CalPERS Retirement for Safety Employees Hired on or after January 1, 2013

- i. The City's contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
- ii. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members of the City's police retirement plan will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.

E. PARS Contribution

- i. City shall provide to all miscellaneous Unrepresented Confidential Employees, miscellaneous Unrepresented Mid-Management Employees and miscellaneous Unrepresented Executive Employees Public Agency Retirement System (PARS) supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.
- ii. The employees' contribution to PARS shall be eight percent (8%) of the wages upon which the employee's retirement contributions are computed. The City shall pay three percent (3%) of the employee contribution in FY2014-15 for Unrepresented Mid-Management Employees, in addition to the actuarially calculated employer contribution. Unrepresented Mid-Management Employees shall contribute the remaining five percent (5%) in FY2014-15. The City shall pay two point five percent (2.5%) of the employee contribution in FY2014-15 for Unrepresented Confidential Employees, in addition to the actuarially calculated employer contribution. Unrepresented Confidential Employees shall contribute the remaining five point five percent (5.5%) in FY2014-15.
- iii. City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of the required employee retirement contributions to PERS.
- iv. Employees hired on or after January 1, 2013, who are "new members" as defined in PEPR, including "classic" employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

Section XIV. City Rights

The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and workforce performing those services in all respects. The exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and department directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

Section XV. Severability

It is understood and agreed that this Resolution is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Municipal Code. If any part or provision of this Resolution is in conflict or inconsistent with such applicable provisions of those Federal, State, or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Resolution shall not be affected. If any part or provision of this Resolution is suspended or superseded part or provision with the understanding that the total compensation to employees under this Resolution shall not be reduced or increased as a result of this Section.

Section XVI. Conflicting Resolutions

All resolutions, parts of resolutions, or City policies and procedures in conflict with this resolution, except as such resolutions or parts thereof approve a Memorandum of Understanding, are hereby repealed. This resolution hereby supersedes Resolution No. 14,721 adopted by the City Council on February 24, 2015.

Section XVII. Effective Date

This resolution shall become effective following adoption by the City Council in accordance with the Brown Act. This resolution shall remain in full force and effect unless and until amended, repealed or otherwise modified by the City Council in accordance with the Brown Act.

PASSED AND ADOPTED THIS 15th day of December, 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

ATTACHMENT 4
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EXHIBIT 1

CITY OF OXNARD
CLASSIFICATIONS AND SALARY RANGES
Confidential Unrepresented
Adopted by City Council on June 23, 2015

Adopted by City Council on June 25, 2020													
CLASSIFICATION TITLE	SALARY RANGE	STEPS											
		1	2	3	4	5	6	7	8	9	10	11	12
Accountant II Confidential	C80	26.5108	27.8363	29.2282	30.6896	32.2240	33.8352	35.5270	37.3034	39.1685	41.1270	43.1833	45.3425
Accounting Technician Confidential	C67	21.0736	22.1273	23.2336	24.3953	25.6151	26.8958	28.2406	29.6527	31.1353	32.6921	34.3267	36.0430
Administrative Assistant Confidential	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Administrative Legal Assistant	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Administrative Legal Secretary I	C25	15.2873	16.0517	16.8542	17.6970	18.5818	19.5109	20.4864	21.5108	22.5863	23.7156	24.9014	26.1465
Administrative Legal Secretary II	C35	16.9857	17.8350	18.7267	19.6631	20.6462	21.6785	22.7625	23.9006	25.0956	26.3504	27.6679	29.0513
Administrative Legal Secretary III	C50	18.8730	19.8167	20.8075	21.8479	22.9402	24.0873	25.2916	26.5562	27.8840	29.2782	30.7421	32.2792
Administrative Secretary I Confidential	C15	14.2871	15.0015	15.7515	16.5391	17.3661	18.2344	19.1461	20.1034	21.1086	22.1640	23.2722	24.4358
Administrative Secretary II Confidential	C30	15.8745	16.6682	17.5016	18.3767	19.2956	20.2603	21.2733	22.3370	23.4539	24.6266	25.8579	27.1508
Administrative Secretary III Confidential	C40	17.6383	18.5202	19.4462	20.4185	21.4395	22.5114	23.6370	24.8189	26.0598	27.3628	28.7309	30.1675
Administrative Services Assistant	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Administrative Technician Confidential	C60	19.2756	20.2394	21.2513	22.3139	23.4296	24.6011	25.8311	27.1227	28.4788	29.9028	31.3979	32.9678
Employee Relations Coordinator	C67	21.0736	22.1273	23.2336	24.3953	25.6151	26.8958	28.2406	29.6527	31.1353	32.6921	34.3267	36.0430
Executive Assistant I	C80	26.5108	27.8363	29.2282	30.6896	32.2240	33.8352	35.5270	37.3034	39.1685	41.1270	43.1833	45.3425
Executive Assistant II	C85	27.8363	29.2281	30.6895	32.2240	33.8352	35.5270	37.3033	39.1685	41.1269	43.1832	45.3424	47.6095
Human Resources Technician	C70	24.1008	25.3058	26.5711	27.8997	29.2947	30.7594	32.2974	33.9122	35.6079	37.3883	39.2577	41.2205
Office Assistant I Confidential	C10	13.1757	13.8345	14.5262	15.2525	16.0151	16.8159	17.6567	18.5395	19.4665	20.4398	21.4618	22.5349
Office Assistant II Confidential	C20	14.7632	15.5014	16.2764	17.0902	17.9448	18.8420	19.7841	20.7733	21.8120	22.9026	24.0477	25.2501
Paralegal	C75	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.0190	34.6700	36.4035	38.2236	40.1348	42.1416
Safety Specialist	C72	24.0558	25.2586	26.5215	27.8476	29.2400	30.7020	32.2371	33.8489	35.5414	37.3184	39.1844	41.1436
Sr. Administrative Legal Secretary	C55	19.0493	20.0018	21.0019	22.0519	23.1545	24.3123	25.5279	26.8043	28.1445	29.5517	31.0293	32.5808
Sr. Benefits Coordinator	C75	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.0190	34.6700	36.4035	38.2236	40.1348	42.1416
Sr. Human Resources Coordinator	C75	24.6393	25.8713	27.1648	28.5231	29.9492	31.4467	33.0190	34.6700	36.4035	38.2236	40.1348	42.1416
Workers' Compensation Specialist	C69	22.3719	23.4905	24.6650	25.8983	27.1932	28.5528	29.9805	31.4795	33.0535	34.7062	36.4415	38.2635

EXHIBIT 2

CITY OF OXNARD

CLASSIFICATIONS AND SALARY RANGES

CONFIDENTIAL, UNREPRESENTED MID-MANAGEMENT EMPLOYEES ("MC" SCHEDULE)

Adopted by City Council on July 21, 2015

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
Law Office Manager	M19	25.8867	34.5155	43.4486	2,070.94	2,761.24	3,475.89	4,487.03	5,982.69	7,531.09
Management Analyst III	M29	29.2277	38.9702	48.7942	2,338.22	3,117.62	3,903.54	5,066.13	6,754.83	8,457.66
Deputy City Attorney I	M48	34.1625	45.5498	56.6896	2,733.00	3,643.98	4,535.17	5,921.50	7,895.30	9,826.20
Workers Compensation Manager	M48	34.1625	45.5498	56.6896	2,733.00	3,643.98	4,535.17	5,921.50	7,895.30	9,826.20
Deputy City Attorney II	M62	37.5777	50.1035	65.0188	3,006.22	4,008.28	5,201.50	6,513.47	8,684.61	11,269.93
Human Resources Manager	M66	38.6196	51.4928	63.8211	3,089.57	4,119.42	5,105.69	6,694.06	8,925.42	11,062.32
Public Relations & Community Affairs Mgr	M66	38.6196	51.4928	63.8211	3,089.57	4,119.42	5,105.69	6,694.06	8,925.42	11,062.32
Assistant Director of Human Resources	M67	46.16827	61.5577	69.9519	3,693.46	4,924.62	5,596.15	8,002.50	10,670.00	12,125.00
Assistant City Attorney	M88	47.9621	63.9492	78.7692	3,836.97	5,115.94	6,301.54	8,313.43	11,084.53	13,653.33

EXHIBIT 3

CITY OF OXNARD CLASSIFICATIONS AND SALARY RANGES TOP MANAGEMENT (T SCHEDULE)

Adopted by City Council on December 15, 2015

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
Assistant City Manager	E-11	80,859	100,752	111,182	6,468.78	8,060.22	8,894.58	14,015.69	17,463.82	19,271.58	168,188.26	209,565.81	231,259.01
Chief Financial Officer	E-8	63,567	79,206	87,404	5,085.37	6,336.48	6,992.39	11,018.31	13,729.04	15,150.18	132,219.72	164,748.51	181,802.14
City Attorney	E-12	-	-	105,769	-	-	8,461.54	-	-	18,333.33	-	-	219,999.94
City Clerk	E-3	49,685	61,909	68,317	3,974.87	4,952.75	5,465.44	8,612.22	10,730.96	11,841.78	103,346.59	128,771.50	142,101.32
City Manager	E-13	-	-	131,062	-	-	10,485.03	-	-	22,717.57	-	-	272,610.83
City Treasurer	E-3	49,685	61,909	68,317	3,974.87	4,952.75	5,465.44	8,612.22	10,730.96	11,841.78	103,346.59	128,771.50	142,101.32
Cultural & Community Services Director	E-6	56,970	70,847	78,333	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Deputy City Manager	E-8	63,567	79,206	87,404	5,085.37	6,336.48	6,992.39	11,018.31	13,729.04	15,150.18	132,219.72	164,748.51	181,802.14
Development Services Director	E-9	66,711	82,962	91,728	5,336.95	6,636.99	7,338.31	11,563.39	14,380.14	15,899.68	138,760.68	172,561.70	190,796.15
Economic Development Director	E-6	56,970	70,847	78,333	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Fire Chief	E-10	69,43	86,51	95,469	5,554.58	6,921.12	7,637.56	12,034.93	14,995.75	16,548.04	144,419.18	179,949.06	198,576.49
Housing Director	E-6	56,970	70,847	78,333	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Human Resources Director	E-8	63,567	79,206	87,404	5,085.37	6,336.48	6,992.39	11,018.31	13,729.04	15,150.18	132,219.72	164,748.51	181,802.14
Library Director	E-6	56,970	70,847	78,333	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Police Chief	E-11	80,859	100,752	111,182	6,468.78	8,060.22	8,894.58	14,015.69	17,463.82	19,271.58	168,188.26	209,565.81	231,259.01
Public Works Director	E-10	69,43	86,51	95,469	5,554.58	6,921.12	7,637.56	12,034.93	14,995.75	16,548.04	144,419.18	179,949.06	198,576.49
Information Technology Director	E-6	56,970	70,847	78,333	4,557.62	5,667.81	6,266.71	9,874.84	12,280.25	13,577.87	118,498.07	147,363.02	162,934.45
Utilities Director	E-10	69,432	86,514	95,469	5,554.58	6,921.12	7,637.56	12,034.93	14,995.75	16,548.04	144,419.18	179,949.06	198,576.49



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-7

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

A handwritten signature in dark ink, appearing to be "G. Nyhoff", written over the "THROUGH:" line.

FROM: J. Tabin Cosio, Director of Human Resources

A handwritten signature in dark ink, appearing to be "J. Tabin Cosio", written over the "FROM:" line.

SUBJECT: Adoption of a Resolution Approving the Paying and Reporting the Value of Employer Paid Member Contributions to CalPERS for City Council Including the Mayor

CONTACT: J. Tabin Cosio, Director of Human Resources
Tabin.Cosio@ci.oxnard.ca.us, 385-7947

RECOMMENDATION

That City Council:

1. Adopt a Resolution Approving the Paying and Reporting the Value of Employer Paid Member Contributions for City Council Including the Mayor.

BACKGROUND

On June 9, 2015 Mayor Flynn requested and the City Council concurred that a report be prepared regarding pension contributions and salary and benefits for City Council and the Mayor. That report was delivered to City Council by the Department of Human Resources on June 23, 2015. A detailed overview of compensation and benefits was presented with a particular focus on retirement contributions.

In summary, City Council was informed that State law permits for councilmembers to receive pension benefits. The City of Oxnard ("City") participates in the California Public Employees' Retirement System ("CalPERS") to provide pension benefits for its regular city employees and elected officials including the Mayor. City CalPERS enrollees are required by State statute to contribute a percentage of their salary to the CalPERS pension program. The amount required to be paid by a non-safety member is seven percent (7%). Although known as an "employee member contribution" these contributions may be made by either the employer and/or the employee. The City has been paying the employees'

pension contribution (commonly referred to as an Employer Paid Member Contributions or “EPMC”) for decades. The practice of paying the EPMC for elected officials was formally authorized by City Council on June 24, 2003 with the approval of Resolution Number 12,414.

The Public Pension Reform Act (“PEPRA”) adopted by the California State Legislature in 2012 set new principles and standards with respect to employee member contributions. PEPRA requires employees hired after January 1, 2013 and enrolled in public pension program to pay 100% of their employee member contributions, which is presently set at six and three quarter percent (6.75%). Further, PEPRA set as a new standard for “classic employees” – simply defined as employees hired and enrolled in a public pension before January 1, 2013. The new standard for classic employees is for the employer to not pay any of the required employee member contribution and to achieve that standard by the target date of January 1, 2018.

Three of the five incumbent councilmembers are classified as “classic” members for retirement purposes. Pursuant to Resolution No. 12,415 the City is presently paying the seven percent (7%) required employee member contribution on behalf of the three councilmembers. One councilmember is classified as “new” retirement member and pays 100% of his retirement contributions. And, one councilmember is a retired annuitant of the pension plan therefore no retirement contributions are required to be made.

It was further explained that as a general law city, Oxnard is subject to State Government Code Section 36516 which governs compensation adjustments for city councilmembers. This statute requires adjustments to elected official’s compensation to be approved by City Council and to be effective the next scheduled municipal election after the new councilmembers have been officially seated. The next scheduled municipal election will be on November 8, 2016.

At the conclusion of the June 23rd presentation, City Council deliberated and directed the City Manager to prepare a resolution authorizing the elimination of the employer payment member contributions for City Council and the Mayor.

DISCUSSION

Adoption of the recommended resolution to pay and report the value of employer paid member contributions for City councilmembers would eliminate the City payment of the seven percent (7%) employer paid member contribution. That means, effective December 2016, councilmembers will begin paying seven percent (7%) of employee member contributions to CalPERS through a pre-tax payroll deduction. This change would be consistent with the principles of the Public Employee Pension Reform Act.

Should incumbent City councilmembers desire to reduce the value of the EPMC payment they presently receive, GC Section 36516(f) permits councilmembers to individually waive any or all of their compensation. To make the change, councilmembers may contact the Department of Human Resources to inform us of the desired change and the date the change should take effect.

FINANCIAL IMPACT

The fiscal impact for FY 2015-16 will depend on the action taken by individual councilmembers. However, should the three "classic" councilmembers make personal elections to begin paying the entire seven percent (7%) of their employee member contributions effective January 2, 2016, the estimated savings for the remainder of the FY 2015-16 would be \$2,140 and \$4,280 annually thereafter.

ATTACHMENTS

#1 – Resolution for Paying and Reporting the Value of EPMC

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD FOR PAYING
AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR
CITY COUNCIL INCLUDING THE MAYOR**

WHEREAS, the governing body of the City of Oxnard has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Oxnard has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Oxnard of a Resolution to commence paying and reporting the value said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Oxnard has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to City Council including the Mayor.
- This benefit shall consist of paying zero percent (0%) of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be January 2, 2016.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Oxnard elects to pay and report the value of EPMC, as set forth above.

PASSED AND ADOPTED this 15th day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1
PAGE 1 OF 2

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

*Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-8

DATE: December 15, 2015

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

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FROM: Jeri Williams, Chief of Police
Police Department

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SUBJECT: Federal and State Asset Forfeiture Funds

CONTACT: Eric S. Sonstegard, Assistant Police Chief
eric.sonstegard@oxnardpd.org, 385-7801

RECOMMENDATION

That City Council approve a budget appropriation from fund balance in the amount of \$178,000 for the use of Federal (\$148,000) and State (\$30,000) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases including body-worn cameras (BWC).

BACKGROUND

The Oxnard Police Department participates with outside agencies in the investigation and prosecution of narcotics related crimes. Assets seized are proportionately shared among the agencies. These equitably shared funds must be used by law enforcement agencies for law enforcement purposes only and cannot replace or supplant existing resources. The current year's appropriation will be used for training opportunities that are not reimbursed by California P.O.S.T. (Peace Officers Standards & Training) as well as hardware purchases associated with the Department's BWC program.

Last month, City Council approved a budget appropriation of Supplemental Law Enforcement Services Funds (SLESF) to be used for foundational infrastructure for a BWC program. These asset forfeiture funds will be used for BWC hardware purchases to include body-worn cameras, mounting systems, and docking stations for video downloads. After these purchases, the Department will be prepared to deploy fifty (50) BWC systems with front-line patrol officers and supervisors by early 2016.

FINANCIAL IMPACT

Of the \$178,000, \$148,000 will be appropriated from Fund 230 (\$110,000 for equipment and \$38,000 for training) and \$30,000 will be appropriated from Fund 191 for the acquisition of equipment.. The current fund balances for the asset forfeiture funds are \$174,000 for Fund 230 and \$180,000 for Fund 191. Approval of this recommendation will have no impact on the General Fund.

ATTACHMENTS

Attachment #1 – Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Police
Project/Program
Manager: Eric Sonstegard

Date: December 15, 2015
Phone: ext. 7801

Reason for Appropriation:

Appropriation of Asset Forfeiture funds for FY2015-16 operations.

Accounts and Descriptions

AMOUNT

Fund: ASSET SEIZURE - STATE (191)

Expenditures/Transfers Out

SUPPORT SERVICES (2103)

191-2103-802-81-34 MINOR EQP - SHOP/FIELD 30,000

Sub-total Expenditures 30,000

Net Change to Fund Balance (30,000)

Fund: ASSET SEIZURE - VCAT FEDERAL (230)

Expenditures/Transfers Out

SUPPORT SERVICES (2103)

230-2103-802-81-34 MINOR EQP - SHOP/FIELD 110,000

230-2103-802-83-43 TRAINING/WORKSHOP/MEETINGS 38,000

Sub-total Expenditures 148,000

Net Change to Fund Balance (148,000)

Net Appropriation Change 178,000

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 1
PAGE 1 OF 1

BA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION