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. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
OXNARD PARKING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
December 3, 2013
5:00 P.M. – Closed Session

A. ROLL CALL/POSTING OF AGENDA

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 7 for a description of closed session item)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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.

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.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending October 31, 2013. (001)
RECOMMENDATION: Approve Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS – 6:15 P.M.

Public Works Department

1. SUBJECT: Award of Contract for PW03-18 Hueneme Road Widening Improvement Project. (019)
RECOMMENDATION: Council hear testimony and consider evidence from Los Angeles Engineering Inc. related to their safety record and determine if Los Angeles Engineering Inc. is deemed 'Responsible' to perform work as specified in PW03-18 for the Hueneme Road Widening Improvement Project. OPTIONS: 1) If Council determines that Los Angeles Engineering Inc. is responsible, approve and authorize the Mayor to execute Contract No. A-7624 with Los Angeles Engineering, Inc. in the amount of $2,261,948.60 for project Specification No. PW03-18 for construction of the Hueneme Road Widening Improvement Project; or 2) If Council determines that Los Angeles Engineering Inc. is non-responsible, authorize staff to prepare the contract documents to award the contract to the next lowest responsive and responsible bidder, and assuming Council makes such a finding, approve and authorize the Mayor to execute Contract No. A-7630 with Granite Construction Company, in the amount of $2,301,268.60 for project Specification No. PW03-18 for construction of the Hueneme Road Widening Improvement Project.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

J. APPOINTMENT ITEMS - 6:30 P.M

1. SUBJECT: United Water Conservation District Verbal Update on Water Supply.
RECOMMENDATION: Receive the verbal report.
Legislative Body: CC Contact: Rob Roshanian Phone 385-7682

K. REPORTS

Public Works Department

1. SUBJECT: Agreement for Waste Disposal at the Simi Valley Landfill between the City of Oxnard and Waste Management of California (WMC), Incorporated. (179)
RECOMMENDATION: Authorize the Mayor to execute an Agreement for Waste Disposal at the Simi Valley Landfill with Waste Management of California, Incorporated (WMC) (A-7618) for an estimated annual amount of $4,469,400 based on 130,000 tons disposed per year.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

L. PUBLIC COMMENTS ON REPORTS

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

M. 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.

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
   RECOMMENDATION: Receive and consider report.
   Legislative Body: CC/SA Contact: Karen Burnham Phone: 385-7430

2. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
   RECOMMENDATION: Receive and consider verbal report.
   Legislative Body: CC Contact: Rob Roshanian Phone: 385-7893

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

City Manager Department

1. SUBJECT: 2014 Meeting Schedule for Legislative Bodies. (217)
   RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority meet on the following dates during the calendar year 2014: January 7, 14 and 28; February 4, 11 and 25; March 4, 18 and 25; April 8, 15 and 22; May 6, 13 and 20; June 3, 10, 17 and 24; July 1, 8, 15 and 22; August **NO MEETINGS;** September 9, 16 and 23; October 7, 14, 21 and 28; November 18; and December 2, 9, and 16, 2014.
   Legislative Body: CC/SA/FA/HA Contact: Grace Magistrale Hoffman Phone: 385-7430

2. SUBJECT: City Manager Recruitment Process Update. (Mayor Flynn)

O. STUDY SESSION

Finance Department

1. SUBJECT: City Debt Status. (221)
   RECOMMENDATION: Receive a presentation on the status of the City's debt.
   Legislative Body: CC Contact: Mike More Phone: 385-7480

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.

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for October 8, 15 and 22, 2013; Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for November 5 and 19, 2013; Minutes of the Regular Meetings of the Oxnard Housing Authority for July 23, September 10, 17 and 24, October 1, 8, 15, 22, and November 5 and 19, 2013. Minutes of the Regular Meetings of the Oxnard Financing Authority for October 15 and 22, and November 5 and 19, 2013; and Minutes of the Special Meeting of the Oxnard Parking Authority for October 22, 2013. (229)
   RECOMMENDATION: Approve.
   Legislative Body: CC/SA/HA/ FA/PA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (267)
   RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
   Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

3. SUBJECT: Reprogram CDBG Funds to the Campus Park Gymnasium Wing Interior Remodel Balance from Completed Projects. (271)
   RECOMMENDATION: Approve a special budget appropriation reprogramming $300,000 of CDBG funding to the Campus Park Gymnasium Project No. 137401 for the remodel of the North Wing.
   Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

4. SUBJECT: Agreements for On-Call Soils and Material Testing and Inspection Services. (275)
RECOMMENDATION: Approve and authorize the Interim City Manager to execute the four Professional Services Agreements for On-Call Soils & Material Testing and Inspection Services to be provided by Fugro Consultants, Earth Systems, BTC Lab Vertical Five and Leighton Consulting (6387-13-CM, 6388-13-CM, 6389-13-CM and 6396-13-CM), each in an amount not to exceed $250,000.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Development Services Department

5. SUBJECT: Approve Easement Deed to County of Ventura for Santa Clara Avenue Parcel. (393)
RECOMMENDATION: Approve and authorize the Mayor to execute the easement deed for 0.669 acres at Santa Clara Avenue north of Auto Center Drive for public road and related purposes to the County of Ventura.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

6. SUBJECT: Vista Urbana/RiverPark: Consent to Proposed Amendments to Assignment and Assumption Agreements Between RiverPark A, L.L.C. and Aldersgate Investment, LLC. Filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 1550, Oxnard, CA 93036. (399)
RECOMMENDATION: Council consent to the proposed amendments and authorize the Mayor, or designee, to take such actions and execute such documents as are necessary to effectuate such consent on behalf of the City.
Legislative Body: CC Contact: Doug Spondello Phone: 385-3919

Finance Department

7. SUBJECT: Substitution of Remarketing Agent. (423)
RECOMMENDATION: Appoint Mitsubishi UFJ Securities (USA), Inc. as remarketing agent and authorize the Chairman to execute remarketing agreements for each of the Authority's three variable rate bonds.
Legislative Body: FA Contact: Michael More Phone: 385-7480

Fire Department

8. SUBJECT: State Homeland Security Grant. (443)
RECOMMENDATION: Approve a special budget appropriation and recognize grant revenue in the amount of $53,833 from the Federal Department of Homeland Security and subgranted through the State of California for Hazardous Material Response, Urban Search and Rescue (USAR) and Community Emergency Response Team (CERT) training.
Legislative Body: CC Contact: Sergio Martinez Phone: 385-7720

9. SUBJECT: Authorization to Submit Three Grant Applications to the Federal Emergency Management Agency for $895,000 in Assistance to Firefighters Grants Program (AFG) Grant Funds. (447)
RECOMMENDATION: Adopt a resolution authorizing: 1) The City Manager to submit three grant applications totaling $895,000 in Assistance to Firefighters Grants Program (AFG) grant funds to be used for Urban Search and Rescue (USAR) training, a comprehensive behavioral health program and vehicle extrication and stabilization equipment for Fire Department personnel; 2) The City Manager to execute the grant agreement if grant funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

Human Resources Department

10. SUBJECT: Safe Harbor Provision of the Affordable Care Act. (451)
RECOMMENDATION: Adopt the Safe Harbor Provision.
Legislative Body: CC Contact: Michelle Téllez Phone: 385-7590

11. SUBJECT: Memorandum of Understanding with the Service Employees International Union, SEIU, Local 721, CLC. (455)
RECOMMENDATION: 1) Adopt a resolution ratifying and implementing a Memorandum of Understanding (MOU) between the City and the Service Employees International Union, SEIU, Local 721, CLC commencing January 1, 2013, and expiring on June 30, 2018; and 2) Authorize the City Manager to transfer funds between accounts, in amounts to be determined, to implement the terms and conditions of the MOU.
Legislative Body: CC Contact: Michelle Téllez Phone: 385-7590

Public Works Department

12. SUBJECT: First Amendment to Purchase Order No. 4203 with Kemira Water Solutions for the Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant. (509)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from October 16, 2013 to October 16, 2014, and adding $432,000 to the amount, increasing the total from $482,790 to $914,790.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

13. SUBJECT: Special Budget Appropriation for Water System Improvements for the Ventura Boulevard Improvement Project Specification No. 12-14. (513)
RECOMMENDATION: Approve a Special Budget Appropriation of $314,000 from the Water Operating Capital Outlay Fund to the Ventura Boulevard Improvement Project for Water Improvements.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

C. CLOSED SESSION – (Continued from page 1)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

CC Instructions to negotiators, Karen Burnham, Interim City Manager, and Matthew Winegar, Development Services Director, concerning negotiations with Ravello Holdings, Inc., Brighton Management LLC, Ventura County Fusion Soccer Academy and Cerberus California, LLC, regarding the price and terms of payment for the purchase and/or sale of (a) 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields, (b) 20 acres of land west of Ventura Road and North of Vineyard Avenue and (c) 9.54 acres of land located east of the River Ridge Golf Club, west of Ventura Road and south of the Santa Clara River.

The Interim City Manager and Development Services Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators. The purpose of the closed session is for the City Council to review the status of negotiations for the potential purchase and/or sale of real property and to provide instructions to the negotiators.

T. ADJOURNMENT

Item # G-1

CITY OF
OXNARD
CALIFORNIA

INFORMATION ONLY

NO ACTION REQUIRED

DATE: November 7, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

SUBJECT: **Monthly Budget Status Report for the Period Ending October 31, 2013 (Fiscal Year 2013-14)**

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending October 31, 2013. Because this report includes year-end accruals for Fiscal Year 2012-2013, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

City of Oxnard
Monthly Budget Status Report
For the Period Ending October 31, 2013

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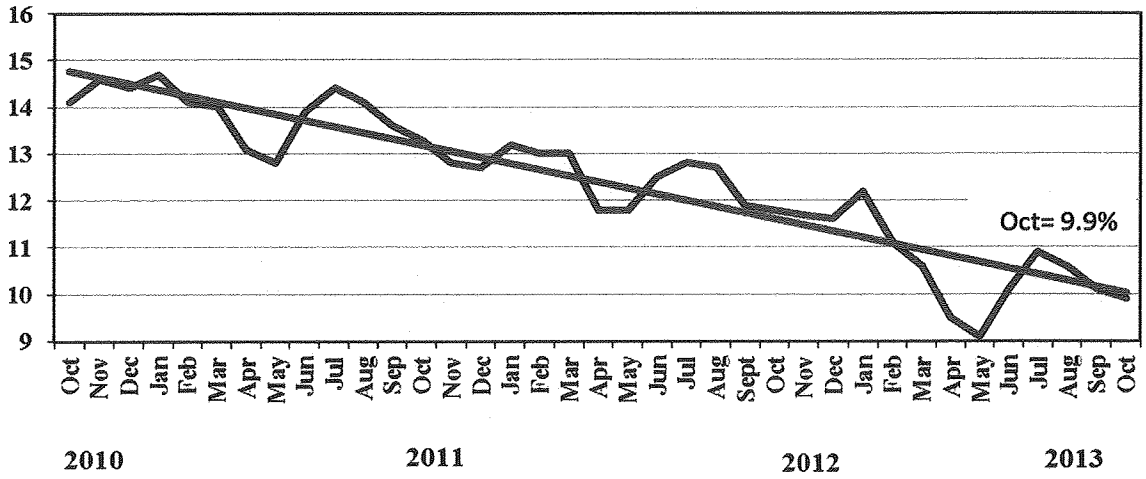
Economic & Budget Trends

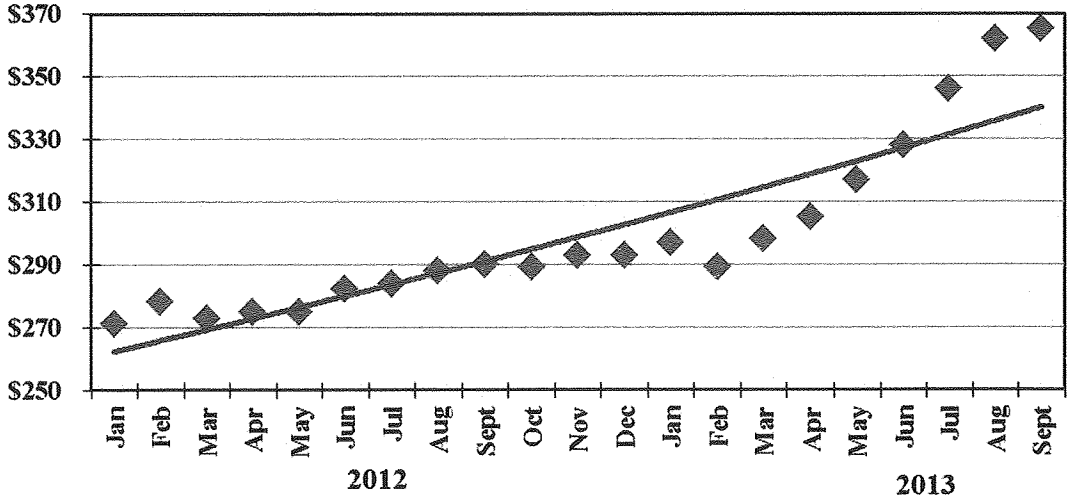
The economic trend through the 3rd quarter and October are mixed. The Gross Domestic Product (GDP) Advanced Estimate was a surprising 2.8% for the 3rd quarter. Retail sales in October were up 3.9% with autos up 11.9%; however, October consumer confidence fell to 71.2 from 80.2 in September. Finally, the decrease in unemployment has leveled off at around 7.3%, although October job creation was a strong 204,000.

On the local level, unemployment and housing trends are continue to be positive..

Oxnard Unemployment
(percent)



Oxnard Home Prices
3-month moving average
($ thousands)



Employment in Oxnard has gradually increased with 800 jobs added in the last year through October. The unemployment rate has fallen to 9.9% from 11.8% a year ago. Local numbers are not seasonally adjusted and the summer months consistently show a moderate drop in the number of jobs.

Housing prices continue to improve as shown in the previous chart. The three month moving average is used due to the higher volatility. Actual home prices in June were $350,000 compared to $286,500 a year ago, a 22% increase.

The FY 2013-14 Budget is based on continued moderate growth during the fiscal year. Due to year end accruals, it is difficult to make comparisons to prior years. While sales taxes reflect a decrease from the prior year of 9%, this is due to a timing difference in reporting of $400,000 last fiscal year representing 11%. Adjusting for this timing difference, sales taxes would have been up 2% and total revenues up 3%. Overall expenditures were 1% lower than last year in spite of a close to 3% increase in Public Safety.

General Fund Revenues
October Compared to Prior Year

Property Taxes		0%
Sales Tax	↓	9%
Other	↑	4%
All Revenues		**0%**

General Fund Expenditures
October Compared to Prior Year

Public Safety	↑	3%
Culture & Recreation	↓	-2%
Other	↓	-9%
All Expenditures	↓	**-1%**

City of Oxnard
General Fund
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes:				
Property Taxes	$ 26,861,000	$ 26,861,000	$ 141,641	a
Property Tax in-lieu of Vehicle License Fee	14,755,000	14,755,000	-	
Sales Tax	26,751,000	26,751,000	3,268,228	b
Other Taxes and Fees	12,977,000	12,977,000	3,126,232	c
Licenses and Permits	1,967,000	1,967,000	919,053	
Intergovernmental	12,939,000	12,939,000	4,010,054	c
Charges for Services	8,489,000	8,489,000	2,747,904	
Fines and Forfeitures	591,000	591,000	71,243	c
Investment Earnings	103,000	103,000	58,418	
Miscellaneous	2,976,000	3,051,000	575,934	
Total Operating Revenues	**$ 108,409,000**	**$ 108,484,000**	**$ 14,918,707**	
Operating Expenditures				
General Government	10,644,903	10,644,903	2,743,806	
Public Safety	64,738,295	64,727,295	18,370,703	
Transportation	2,343,658	2,343,658	702,827	
Community Development	8,903,327	8,991,327	2,732,061	
Culture and Recreation	15,721,355	15,706,355	4,827,355	
Total Operating Expenditures	**$ 102,351,538**	**$ 102,413,538**	**$ 29,376,752**	
NET REVENUES FROM OPERATIONS	**$ 6,057,462**	**$ 6,070,462**	**$ (14,458,045)**	

Notes:

a Current year receipts reduced for year-end accrual of $582,616.

b Current year receipts reduced for year-end accrual of $4,568,261 to prior year.

c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of $1,492,657.

City of Oxnard
General Fund
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	$ 37,000	$ 37,000	$ -	
Sub-total Non-operating Sources	37,000	37,000	-	
Non-operating Uses				
Capital outlay	75,000	176,000	40,416	
Transfers out	6,019,462	5,931,462	322,840	d
Sub-total Non-operating Uses	6,094,462	6,107,462	363,256	
NET NON-OPERATING SOURCES AND USES	**$ (6,057,462)**	**$ (6,070,462)**	**$ (363,256)**	
USE OF FUND BALANCE				
Use of Reserve for Encumbrances	-	-	-	
From Available Fund Balance	-	-	14,821,301	e
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ 14,821,301**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

e Temporary use of fund balance due to lag in property taxes and recognition of future years.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	$ 11,000,000	$ 11,000,000	$ 3,132,254 a
Investment Earnings	90,000	90,000	51,330
Total Operating Revenues	**$ 11,090,000**	**$ 11,090,000**	**$ 3,183,584**
Operating Expenditures			
General Government	50,000	111,449	17,068
Public Safety	3,002,642	4,637,700	1,194,112
Transportation	900,000	1,137,568	400,052
Community Development	420,000	420,000	176,363
Culture and Recreation	1,299,000	1,462,250	294,017
Total Operating Expenditures	**$ 5,671,642**	**$ 7,768,967**	**$ 2,081,612**
NET REVENUES FROM OPERATIONS	**$ 5,418,358**	**$ 3,321,033**	**$ 1,101,972**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	745,000	11,144,618	707,194
Sub-total Non-operating Uses	745,000	11,144,618	707,194
NET NON-OPERATING SOURCES AND USES	**$ (745,000)**	**$ (11,144,618)**	**$ (707,194)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	5,662,943	1,206,695 b
Appropriated Fund Balance	-	4,160,000	-
TOTAL USE OF FUND BALANCE	**$ -**	**$ 9,822,943**	**$ 1,206,695**
FISCAL YEAR BALANCE	**$ 4,673,358**	**$ 1,999,358**	**$ 1,601,473**

Notes:

a Current year receipts reduced for year-end accrual of $2,087,400 to prior year.

b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	$ 3,268,385	$ 8,842,421	$ (425,548)
Fines and forfeitures	-	-	19,071
Investment Earnings	-	-	3,841
Miscellaneous	-	98,920	56,082
Total Operating Revenues	**$ 3,268,385**	**$ 8,941,341**	**$ (346,554)**
Operating Expenditures			
General Government	-	-	-
Public Safety	561,292	7,643,716	1,136,208
Transportation	-	250,000	6,876
Community Development	1,789,998	9,084,350	1,426,379
Culture and Recreation	37,940	313,325	43,500
Total Operating Expenditures	**$ 2,389,230**	**$ 17,291,391**	**$ 2,612,963**
NET REVENUES FROM OPERATIONS	**$ 879,155**	**$ (8,350,050)**	**$ (2,959,517)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,026,317	12,105,141	866,029
Transfers out	-	-	-
Sub-total Non-operating Uses	1,026,317	12,105,141	866,029
NET NON-OPERATING SOURCES AND USES	**$ (1,026,317)**	**$ (12,105,141)**	**$ (866,029)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	20,194,554	3,035,810
From/(to) Available Fund Balance	147,162	260,637	789,736 a
TOTAL USE OF FUND BALANCE	**$ 147,162**	**$ 20,455,191**	**$ 3,825,546**
FISCAL YEAR BALANCE	$ -	$ -	$ -

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	$ 12,000,000	$ 12,000,000	$ 86,624
Licenses and Permits	804,000	804,000	752,067
Intergovernmental	5,639,816	5,639,816	1,754,894
Growth and Development Fees	2,717,000	2,717,000	1,871,312
Charges for services	110,000	110,000	5,877
Fines and forfeitures	320,000	320,000	16,278
Investment Earnings	311,401	311,401	177,389
Special Assessments	9,133,079	9,133,079	209,759
Miscellaneous	1,354,500	1,362,050	1,221,167
Total Operating Revenues	**$ 32,389,796**	**$ 32,397,346**	**$ 6,095,367**
Operating Expenditures			
General Government	253,177	253,177	45,220
Public Safety	20,631,913	20,631,913	5,305,391
Transportation	6,608,532	6,677,352	1,928,816
Community Development	9,400	42,938	50,878
Culture and Recreation	5,124,470	5,124,470	1,743,715
Total Operating Expenditures	**$ 32,627,492**	**$ 32,729,850**	**$ 9,074,020**
NET REVENUES FROM OPERATIONS	**$ (237,696)**	**$ (332,504)**	**$ (2,978,653)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	$ 6,839,750	$ 6,839,750	$ - a
Bond Proceeds	-	-	- a
Sub-total Non-operating Sources	6,839,750	6,839,750	-
Non-operating Uses			
Interest Expense	3,899,829	3,899,829	397,965
Payment of Principal	4,134,322	4,134,322	565,907
Capital Outlay	1,811,580	18,878,047	742,478
Transfers out	1,788,471	1,788,101	- a
Sub-total Non-operating Uses	11,634,202	28,700,299	1,706,350
NET NON-OPERATING SOURCES AND USES	**$ (4,794,452)**	**$ (21,860,549)**	**$ (1,706,350)**

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	16,594,175	671,228
Appropriated Fund Balance	-	889,001	-
From Available Fund Balance	5,032,148	4,709,877	4,013,775
TOTAL USE OF FUND BALANCE	**$ 5,032,148**	**$ 22,193,053**	**$ 4,685,003**
FISCAL YEAR BALANCE	$ -	$ -	$ -

Notes:

a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Water Funds
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 46,620,000	$ 46,620,000	$ 15,774,980
Security/Contamination Prevention Fees	870,000	870,000	97,573
Miscellaneous and Reimbursements	5,000	5,000	2,250
Total Operating Revenues	**$ 47,495,000**	**$ 47,495,000**	**$ 15,874,803**
Operating Expenditures			
Salaries and Wages	5,321,501	5,321,501	1,286,376
Contracts and Services	2,227,546	2,227,546	463,042
Operating Supplies	2,001,650	2,001,650	312,137
Water Acquisition	18,784,000	18,784,000	6,074,352
General and Administrative	4,302,582	4,302,582	1,425,492
Total Operating Expenditures	**$ 32,637,279**	**$ 32,637,279**	**$ 9,561,399**
NET REVENUES FROM OPERATIONS	**$ 14,857,721**	**$ 14,857,721**	**$ 6,313,404**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	- a
Investment Earnings	2,184,000	2,184,000	121,683
Connection Fees	1,090,000	1,090,000	561,435
Sub-total Non-operating Sources	5,341,900	5,341,900	683,118
Non-operating Uses			
Capital Outlay (non-debt financed)	20,325,000	28,714,398	615,025
Interest Expense	11,250,259	11,250,259	3,856,868
Transfers Out	-	-	-
Sub-total Non-operating Uses	31,575,259	39,964,657	4,471,893
NET NON-OPERATING SOURCES AND USES	**$ (26,233,359)**	**$ (34,622,757)**	**$ (3,788,775)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,864,734)	(3,864,734)	(1,131,916)
Designated for Authorized Projects & Encumbrances	-	14,196,564	2,188,764
Use of Bond Principal	-	(5,807,166)	(2,009,074)
From/(To) Capital Reserve	15,240,372	15,240,372	(1,572,403)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 11,375,638**	**$ 19,765,036**	**$ (2,524,629)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.

City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 30,010,000	$ 30,010,000	$ 7,421,009
Security/Contamination Prevention Fees	350,000	350,000	-
Miscellaneous and Reimbursements	770,000	770,000	555,606 a
Total Operating Revenues	**$ 31,130,000**	**$ 31,130,000**	**$ 7,976,615**
Operating Expenditures			
Salaries and Wages	7,035,467	7,035,467	1,722,638
Contracts and Services	5,047,927	5,438,218	1,889,095
Operating Supplies	1,747,500	1,747,500	422,366
General and Administrative	3,513,420	3,513,420	1,034,208
Total Operating Expenditures	**$ 17,344,314**	**$ 17,734,605**	**$ 5,068,307**
NET REVENUES FROM OPERATIONS	**$ 13,785,686**	**$ 13,395,395**	**$ 2,908,308**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	100,000	100,000	49,555
Connection Fees	210,000	210,000	721,185
Sub-total Non-operating Sources	310,000	310,000	770,740
Non-operating Uses			
Capital Outlay (non-debt financed)	5,400,000	9,661,322	143,118
Interest Expense	6,744,616	6,744,616	736,723
Sub-total Non-operating Uses	12,144,616	16,405,938	879,841
NET NON-OPERATING SOURCES AND USES	**$ (11,834,616)**	**$ (16,095,938)**	**$ (109,101)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,715,183)	(4,715,183)	(38,154)
Designated for Authorized Projects & Encumbrances	-	4,086,738	63,125
Appropriated Fund Balance	-	564,875	-
From/(To) Capital Reserve	2,764,113	2,764,113	(2,824,178)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (1,951,070)**	**$ 2,700,543**	**$ (2,799,207)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 43,970,000	$ 43,970,000	$ 13,708,304	a
Security/Contamination Prevention Fees	80,000	80,000	69	
Miscellaneous and Reimbursements	270,000	270,000	184,250	
Total Operating Revenues	**$ 44,320,000**	**$ 44,320,000**	**$ 13,892,623**	
Operating Expenditures				
Salaries and Wages	7,607,149	7,607,149	1,902,346	
Operating Supplies	584,400	584,400	75,970	
Contracts and Services	26,378,449	26,678,449	7,166,755	
General and Administrative	3,846,790	3,846,790	1,352,643	
Total Operating Expenditures	**$ 38,416,788**	**$ 38,716,788**	**$ 10,497,714**	
NET REVENUES FROM OPERATIONS	**$ 5,903,212**	**$ 5,603,212**	**$ 3,394,909**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Investment Earnings	20,000	20,000	26,347	
Connection Fees	60,000	60,000	47,457	
Sub-total Non-operating Sources	80,000	80,000	73,804	
Non-operating Uses				
Capital Outlay (non-debt financed)	232,000	297,660	88,287	
Interest Expense	606,126	606,126	197,005	
Transfers out	62,097	62,097	-	b
Sub-total Non-operating Uses	900,223	965,883	285,292	
NET NON-OPERATING SOURCES AND USES	**$ (820,223)**	**$ (885,883)**	**$ (211,488)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,685,551)	(3,685,551)	(201,174)	
Designated for Authorized Projects & Encumbrances	-	11,926	-	
Appropriated Fund Balance	-	300,000	-	
From/(To) Capital Reserve	(1,397,438)	(1,343,704)	(2,982,247)	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (5,082,989)**	**$ (4,717,329)**	**$ (3,183,421)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Current year revenues reduced by FY 2013 accruals.

b Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

City of Oxnard
Golf
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 4,200,000	$ 4,200,000	$ 1,773,947
Miscellaneous and Reimbursements	-	-	-
Total Operating Revenues	**$ 4,200,000**	**$ 4,200,000**	**$ 1,773,947**
Operating Expenditures			
Salaries and Wages	60,290	60,290	17,399
Operating Supplies	-	-	-
Contracts and Services	3,585,324	3,585,324	1,556,629
General and Administrative	195,716	195,716	59,536
Total Operating Expenditures	**$ 3,841,330**	**$ 3,841,330**	**$ 1,633,564**
NET REVENUES FROM OPERATIONS	**$ 358,670**	**$ 358,670**	**$ 140,383**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(7,444)
Sub-total Non-operating Sources	-	-	(7,444)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	116,200	116,200	-
Transfers out	-	-	-
Sub-total Non-operating Uses	196,700	196,700	-
NET NON-OPERATING SOURCES AND USES	**$ (196,700)**	**$ (196,700)**	**$ (7,444)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(972,223)	(972,223)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	(132,939)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (972,223)**	**$ (972,223)**	**$ (132,939)**
FISCAL YEAR BALANCE	**$ (810,253)**	**$ (810,253)**	**$ -**

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 440,000	$ 440,000	$ 153,781
Miscellaneous	20,000	20,000	5,330
Total Operating Revenues	**$ 460,000**	**$ 460,000**	**$ 159,111**
Operating Expenditures			
Salaries and Wages	1,071,219	1,071,219	274,993
Operating Supplies	300	300	156
Contracts and Services	252,355	252,355	93,407
General and Administrative	172,511	172,511	55,930
Total Operating Expenditures	**$ 1,496,385**	**$ 1,496,385**	**$ 424,486**
NET REVENUES FROM OPERATIONS	**$ (1,036,385)**	**$ (1,036,385)**	**$ (265,375)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	301,720 a
Investment Earnings	-	-	(6,042)
Sub-total Non-operating Sources	905,160	905,160	295,678
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	**$ 905,160**	**$ 905,160**	**$ 295,678**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	(30,303)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ -**	**$ -**	**$ (30,303)**
FISCAL YEAR BALANCE	**$ (131,225)**	**$ (131,225)**	**$ -**

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due.

City of Oxnard
Housing Set-aside Successor Agency Fund
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	$ -	$ -	$ 2,253
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	9,713 a
Total Operating Revenues	**$ -**	**$ -**	**$ 11,966**
Operating Expenditures			
Salaries and Wages	-	-	49,014
Contracts and Services	-	-	-
General and Administrative	-	-	11,071
Total Operating Expenditures	**$ -**	**$ -**	**$ 60,085**
NET REVENUES FROM OPERATIONS	**$ -**	**$ -**	**$ (48,119)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	-	-	36,600
Payment to Ventura County	-	-	- b
Transfers out	-	-	-
Sub-total Non-operating Uses	-	-	36,600
NET NON-OPERATING SOURCES AND USES	**$ -**	**$ -**	**$ (36,600)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	84,719
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ 84,719**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Housing set-aside deposit.

b Payment to Ventura County of unobligated cash as required by the California Department of Finance.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ -	$ -	$ -	a
Rental Income	-	-	19,608	
Miscellaneous and Reimbursements	-	-	101,060	
Total Operating Revenues	**$ -**	**$ -**	**$ 120,668**	
Operating Expenditures				
Salaries and Wages	-	-	36,874	
Contracts and Services	-	-	79,134	
General and Administrative	250,000	250,000	103,393	
Total Operating Expenditures	**$ 250,000**	**$ 250,000**	**$ 219,401**	
NET REVENUES FROM OPERATIONS	**$ (250,000)**	**$ (250,000)**	**$ (98,733)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	
Investment Earnings	-	-	47,747	
Sub-total Non-operating Sources	-	-	47,747	
Non-operating Uses				
Capital Outlay	-	-	-	
Interest Expense	-	-	978,308	
Project Costs	8,141,632	8,141,632	278,754	b
Transfers out	-	-	-	
Sub-total Non-operating Uses	8,141,632	8,141,632	1,257,062	
NET NON-OPERATING SOURCES AND USES	**$ (8,141,632)**	**$ (8,141,632)**	**$ (1,209,315)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of principal	-	-	(1,460,000)	
Designated for Authorized Projects & Encumbrances	-	-	-	
From/(To) Operating and Capital Reserves	8,391,632	8,391,632	2,768,048	c
TOTAL USE OF FUND BALANCE	**$ 8,391,632**	**$ 8,391,632**	**$ 1,308,048**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended October 31, 2013
(Unaudited)

Notes:

a Revenues from the County for expenditures approved in the Recognized Obligation Payment Schedule for January 2014 to June 2014 (not yet approved by California Department of Finance).

b Amounts approved by the California Department of Finance for the period of July 2013 to December 2013

c Revenues were received from the County in June 2013 for expenditures approved in the Recognized Obligation Payment Schedule for July 2013 to December 2013.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/03/13

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

Prepared By: Lou Balderrama, City Engineer Agenda Item No. I-1

Reviewed By: City Manager City Attorney Finance Public Works

DATE: November 20, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Award of Contract for PW03-18 Hueneme Road Widening Improvement Project**

RECOMMENDATION

That City Council hear testimony and consider evidence from Los Angeles Engineering Inc. related to their safety record and determine if Los Angeles Engineering Inc. is deemed 'Responsible' to perform work as specified in PW03-18 for the Hueneme Road Widening Improvement Project.

OPTIONS:

1. If Council determines that Los Angeles Engineering Inc. is responsible, approve and authorize the Mayor to execute Contract No. A-7624 with Los Angeles Engineering, Inc. in the amount of $2,261,948.60 for project Specification No. PW03-18 for construction of the Hueneme Road Widening Improvement Project.

2. If Council determines that Los Angeles Engineering Inc. is non-responsible, authorize staff to prepare the contract documents to award the contract to the next lowest responsive and responsible bidder, and assuming Council makes such a finding, approve and authorize the Mayor to execute Contract No. A-7630 with Granite Construction Company, in the amount of $2,301,268.60 for project Specification No. PW03-18 for construction of the Hueneme Road Widening Improvement Project.

DISCUSSION

On July 9, 2013, the City Council approved Project Specification No. PW03-18 and authorized the solicitation of bids for the widening and pavement reconstruction of Hueneme Road between Saviers Road and Arcturus Avenue with bike path, sidewalk, curb and gutter, and raised landscaped median improvements. The total length of street improvements is 1,642 ft. The project requires the widening of a bridge/culvert crossing over a flood control channel. The project specifications also include a railroad crossing modification to meet the new street width. These modifications are required to comply with the California Public Utilities Commission (CPUC) and other federal regulations for railroad crossings.

A pre-bid meeting was conducted on September 11, 2013 and was well attended by contractors. The bid opening was held on October 2, 2013, and four bids were received. The apparent lowest responsive, responsible bidder was Los Angeles Engineering Inc., a non-union contractor. The City does not require that a contractor belong to the union, however, the City does require prevailing wages on all Public Works projects. The City's Procurement Group reviewed the contractor's license, insurance, and bonds and found all to be in order.

City staff presented to City Council on November 5, 2013, a recommendation to award the contract to Los Angeles Engineering Inc. to perform the work for the lowest bid amount of $2,261,948.60. Council discussed the request to award to Los Angeles Engineering, and specifically had concerns about the contractor's safety record and about the contractor not coming forward with an accident in March 2013 on one of their projects resulting in one injury and one fatality. Cal/Osha investigated the accident and issued Los Angeles Engineering Inc. citations in a total amount of $100,635. Los Angeles Engineering appealed the citations and the appeal is currently under review by Cal/Osha. Although staff determined that the lowest bid was responsive, the motion did not carry by a 2 to 2 vote, with 2 council members not certain that the contractor was 'Responsible' due to the accident resulting in the fatality.

Following Council's November 5 meeting, staff contacted Los Angeles Engineering Inc. and requested information related to the March 2013 incident, their company's safety policy, a site specific safety plan, and safety record for the past 5 years. Attachment No. 3 is a letter from Los Angeles Engineering Inc. providing some follow-up information on the incident. Attachment No. 4 is a copy of the company's safety policy, and Attachment No. 5 is a site specific safety plan developed for a recent project. Attachment No. 6 is a listing of Cal/Osha investigations on file for the company for the past five years. Los Angeles Engineering shows one incident investigated in the past five years, the one currently under review.

California Public Contract Code section 1103 defines the "Responsible Bidder" as a bidder who has demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract. Although the accident resulting in a fatality is tragic, staff cannot make the determination that it was a negligent or willful act on the contractor's part. This accident highlights the fact that Public Works construction is a dangerous and high risk operation. As a matter of standard practice, Public Works staff will be providing full time inspection. The City's Inspectors are trained to implement the site specific safety plan and are authorized to stop the contractor's operations if they witness any safety matter or violation. Additional staff resources can be assigned to the Project to monitor the contractor's safety operations. City staff previously reviewed and had discussions with two other agencies, the County of Ventura and the City of Los Angeles, both with positive comments related to Los Angeles Engineering's quality of work, capacity, experience, and fitness.

It is also noted that under the case of *City of Inglewood-L.A. County Civic Ctr. Auth. V. Superior Court* (1972) Cal. 3d 861, Council should not make an award based on whether one bidder is superior to the other. In other words, Council should make an independent determination of whether a bidder is responsible.

ALTERNATIVE:

Should Council find Los Angeles Engineering Inc. to be "Not Responsible," they can reject their bid and seek to award to the next lowest bidder, Granite Construction Company, assuming Council finds Granite to be responsible in the amount of $2,301,268. City Procurement staff has verified that Granite has the proper licenses, and can obtain insurance and bonds if the contract is awarded to them to perform the work. However, it should be noted that Granite had 7 safety related investigations in the last 5 years. Attachment No. 7 is the listing from Cal/Osha showing the investigations for Granite.

In the event the City does not award a contract prior to December 31, 2013, the City will lose the Trade Corridors Improvement Fund (TCIF) grant in the amount of $1,462,000.

The TCIF was secured for this Project after a somewhat complicated process. The TCIF funds were initially approved for the Rice/101 Interchange Improvement Project. The bids for the Rice/101 Project came in lower than anticipated, and a portion of the TCIF monies were unappropriated. Instead of losing these funds, City staff and the Ventura County Transportation Commission (VCTC) staff, in late December 2011, looked at all projects that could use the excess TCIF funds. The Hueneme Road Widening Project was the only one that qualified for these funds. However, the Hueneme Road Project was already funded by Federal Surface Transportation Act (STA) funds. City staff and VCTC staff de-obligated $1,462,000 of the Federal Grant STA funds originally slated for the Hueneme Road Project and applied them to the Del Norte Boulevard Street Resurfacing Project which qualified for Federal STA funds, but not the TCIF funds.

This change in funding required several document revisions and approvals as listed below:

Funding/Approvals Required	**Date Approved**
Ventura County Transportation Commission	February 2012
California Transportation Commission	May 2012
CalTrans E76 Approval	June 2013
Public Utilities Commission – Approval for Railroad Improvements	November 2013

The $1,462,000 TCIF grant will expire December 31, 2013 unless a contract is executed on or before the deadline.

FINANCIAL IMPACT

Construction cost for this Project is $2,261,948.60 and is appropriated in the Hueneme Road Widening Improvement Project No. 133116. The City of Oxnard was awarded State funds under the Trade Corridors Improvement Fund and Federal funds under the Surface Transportation Act for this project. Additional funds are appropriated from the Water Enterprise Fund and the Storm Drain Facility Fee Fund for the water main and storm drain requirements.

Attachment #1 - Contract No. A-7624
#2 - Project Site Map
#3 - Letter from Los Angeles Engineering, Inc.
#4 - Copy of Los Angeles Engineering, Inc. Safety Policy
#5 - Site Specific Safety Plan developed for recent project
#6 - Listing of Cal/OSHA events for Los Angeles Engineering, Inc.
#7 - Listing of Cal/OSHA events for Granite Construction Company

CITY OF OXNARD
PUBLIC WORK CONTRACT

DATE OF CONTRACT:	November 5, 2013
SPECIFICATION NUMBER:	PW03-18
NAME OF CONTRACTOR:	Los Angeles Engineering, Inc.
ADDRESS:	633 North Barranca Ave. Covina, CA 91723 Phone: 626-454-5222 Fax: 626-454-5226

PROJECT DESCRIPTION: **Hueneme Road Widening** –The project consists of the construction of the widening of existing asphalt concrete pavement from Saviers Road to Arcturus Avenue; including median landscaping; installation of 16-inch waterline and 12-inch PVC storm drain.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 5thth day of November, 2013, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

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

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

Total: $2,261,948.60

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The project work will consist of the installation of asphalt concrete Type III; asphalt rubber hot mix (ARHM); cold milling; unclassified excavation; aggregate base Class 2; crack fill; slurry seal Type II (RAP); construct 4-inch and 8-inch thick PCC sidewalk; construct PCC Curb 8-inch & 10-inch CF; construct sidewalk drain pipe; construct curb ramp, Case B; remove 12-inch SD pipe and patch 54-inch RCP; construct catch basin; modify catch basin; construct junction structure No. 3; install 16-inch steel waterline; install 24-inch steel casing; remove & dispose existing 12-inch steel waterline; install 16-inch PVC DR 21; abandon existing 8-inch & 12-inch waterline; water service replaced up to 2-inch; construct RCB and pipe crossing; reconstruct culvert (Bridge); and all other related work and items per plans and specification.

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

(A) The Notice Inviting Bids
(B) This Contract - Number A-7624
(C) Addenda – Numbers One (1)
(D) Specification Number PW03-18
(E) Plans or Drawing Number 03-102A
(F) Contractor's Bid Proposal and List of Subcontractors
(G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
(H) Insurance as required by the specifications and applicable law
(I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 150 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

TIM FLYNN, MAYOR

CONTRACTOR: Los Angeles Engineering, Inc.

ANGUS O'BRIEN, PRESIDENT

ATTEST

DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

For

STEPHEN M. FISCHER
ACTING CITY ATTORNEY

APPROVED AS TO INSURANCE:

James Cameron

JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

LOU BALDERRAMA, PW CITY ENGINEER

ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:

Karen R. Burnham

KAREN R. BURNHAM, INTERIM CITY MANAGER

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On October 11, 2013 before me, J. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien,
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.

NCC1 J. NELSON
Commission No. 1933056
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires APRIL 18, 2015 NCC1

Signature J Nelson (Seal)

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract.** The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING $10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Los Angeles Engineering, Inc.	Angus O'Brien, President
FIRM/COMPANY NAME	NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
	10-14-13
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE OF EXECUTION

Duplicate Execution
Bond Number: 024053832
Premium Included in Charge for Performance Bond.

CITY OF OXNARD
SPECIFICATION NUMBER PW03-18

Fed. Proj. #STPL-5129(048)

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

The City of Oxnard, on October 9th, 2013 awarded to Los Angeles Engineering, Inc. ("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work described as follows: Contract No. A-7624, PW03-018, Hueneme Road Widening

Now, therefore, Principal and Liberty Mutual Insurance Company ("Surety") agree to be bound to the City of Oxnard in the sum of Two Million Two Hundred Sixty One Thousand Nine Hundred Forty Eight and 60/100 Dollars ($2,261,948.60), or such greater sum as the contract may be amended to provide as payment to Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant under the contract, or for any amount required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts, costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition.

CITY OF OXNARD
SPECIFICATION NUMBER PW03-18

Fed. Proj. #STPL-5129(048)

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 11th day of October, 2013.

Los Angeles Engineering, Inc.	Liberty Mutual Insurance Company
PRINCIPAL	SURETY
BY	BY
(SEAL) Angus O'Brien, President	(SEAL) Noemi Quiroz, Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On October 11, 2013 before me, J. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien,
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.

J. NELSON
Commission No. 1933056
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires APRIL 16, 2015

Signature J Nelson (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On OCT 1 1 2013, before me, Lisa L. Thornton, Notary Public, personally appeared Noemi Quiroz, 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.

LISA L. THORNTON
Commission # 1940213
Notary Public - California
Los Angeles County
My Comm. Expires Jun 10, 2015

(Seal)

Signature: _____
Lisa L. Thornton, Notary Public

Duplicate Execution
Bond Number: 024053832
Premium: $18,109.00

CITY OF OXNARD
SPECIFICATION NUMBER PW03-18
Fed. Proj. #STPL-5129(048)

PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Los Angeles Engineering, Inc. ("Contractor"), as Principal, and Liberty Mutual Insurance Company ("Surety") hereby agree to be bound to the City of Oxnard ("City"), in the sum of Two Million Two Hundred * Dollars ($ **), or such greater sum as the attached contract may be amended to provide as payment to Contractor, for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This performance bond ("bond") is required because Contractor has been awarded and is about to enter into the attached contract with City for the construction of: Contract No. A-7624, PW03-18, Hueneme Road Widening

and is required by City to give this bond in connection with the execution of the contract.

If Contractor satisfactorily performs all the covenants and obligations of the contract on Contractor's part to be done and performed at the times and in the manner specified therein, then this bond shall be null and void one year after final acceptance of the Contractor's performance by City; otherwise this bond shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the contract, alteration in the work to be done, the amount to be paid to Contractor or the materials to be furnished, or change to the plans and specifications accompanying the contract, shall in any way release or change the obligations of either Contractor or Surety on this bond, and notice of such alterations, changes, additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document this 11th day of October, 2013.

Los Angeles Engineering Inc.	Liberty Mutual Insurance Company
PRINCIPAL	SURETY
BY _____ (SEAL)	BY _____ (SEAL) Noemi Quiroz, Attorney-in-Fact
Angus O'Brien, President	

* Sixty One Thousand Nine Hundred Forty Eight and 60/100
** $2,261,948.60

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On October 11, 2013 before me, J. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien,
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.

NCC1 J. NELSON NCC1
Commission No. 1933056
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires APRIL 18, 2015

Signature J Nelson (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On OCT 1 1 2013, before me, Lisa L. Thornton, Notary Public, personally appeared Noemi Quiroz, 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.

LISA L. THORNTON
Commission # 1940213
Notary Public - California
Los Angeles County
My Comm. Expires Jun 10, 2015

(Seal)

Signature:_____
Lisa L. Thornton, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz of the city of Los Angeles, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Los Angeles Engineering Inc.

Obligee Name: City of Oxnard

Surety Bond Number: 024053832 **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley, Notary Public, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of October, 2013.

By: _____

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7624
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc

OP ID: JR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/13

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
The Wooditch Company Insurance Services, Inc.
1 Park Plaza, Suite 400
Irvine, CA 92614
Jamie Younger

Phone: 949-553-9800
Fax: 949-553-0670

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: LOSAN-2

INSURED
Los Angeles Engineering, Inc.
633 N. Barranca Ave.
Covina, CA 91723

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic General Ins. Corp	24139
INSURER B : National Union Fire Ins. Co.	19445
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD DED: $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	A1CG37191302	04/01/13	04/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X SEE NOTES	X	X	A1CA37191302	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			BE 011566815	04/01/13	04/01/14	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	A1CW37191302	04/01/13	04/01/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: LAE Job #1444 - PW03-08-18-Hueneme Road Widening Project - City of Oxnard; Contract No. A7624. City of Oxnard, its City Council, officers, agents, employees and volunteers are named as Additional Insureds as respects General and Auto Liability per attached endorsements.
SEE NOTES glaipwv/auaiwv/wcwv/forms

CERTIFICATE HOLDER

OXNARD2

City of Oxnard
Attn: Risk Manager
Reference No. A-7624
300 W. Third St., Ste. 302
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

COMMERCIAL AUTO DEDUCTIBLES:
* Comprehensive (Cost New Value Less Than $75,000)(Symbols 2,8): $1,000
* Collision (Cost New Value Less Than $75,000)(Symbols 2,8): $1,000
* Comprehensive (Cost New Value Greater Than $75,000)(Symbols 2,8): $5,000
* Collision (Cost New Value Greater Than $75,000)(Symbols 2,8): $5,000

* Hired Physical Damage Max Limit (Symbol 8): $50,000

Coverage Symbols:
2 - All Owned Autos
8 - Hired Autos

*Except 10 Days Notice of Cancellation for Non-Payment of Premium.

This Insurance shall apply as Primary and Non-Contributory per attached endorsement.

Waiver of Subrogation for General and Auto Liability and Workers' Compensation: See Attached Endorsements.

Exhibit INS-G

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
	10/11/13

PRODUCER

The Wooditch Co. Insurance Services, Inc.
1 Park Plaza #400, Irvine, CA 92614
Telephone: 949-553-9800

POLICY INFORMATION: Old Republic General Ins.
Insurance Company: A1CG37191302
Policy No.:
Policy Period: (from) 04/01/13 (to) 04/01/14
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☒ Deductible ☐ Self-Insured Retention (check which) of $ 5,000
with an Aggregate of $_____ applies to Bodily Injury & Property Damage
coverage. ☒ Per Occurrence ☐ Per Claim (which)

NAMED INSURED

Los Angeles Engineering, Inc.
633 N. Barranca Ave., Covina, CA 91723

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
LAE Job #1444; PW03-18-18; Contract No. A7624

TYPE OF INSURANCE

GENERAL LIABILITY
☒ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☒ GENERAL	$1,000,000	$2,000,000
☒ PRODUCTS/COMPLETED OPERATIONS	Included	$2,000,000
☒ PERSONAL & ADVERTISING INJURY	Included	$1,000,000
☒ FIRE DAMAGE		$100,000
☒ Medical Expense		$5,000
☐		

CLAIMS: Underwriter's representative for claims pursuant to this insurance
Name: Mike Anderson c/o TWC
Address: 1 Park Plaza #400, Irvine, CA 92614
Telephone: (949-553-9800)

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

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

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

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

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. *Except 10 days NOC for non-payment of premium.

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7624
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☒ Broker/Agent ☐ Underwriter ☐ _____

I William S. Wooditch (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: (949) 553-9800 Date Signed 10/14/13

Rev. 10/13 INS-G.doc

Exhibit INS-G

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
	10/11/13

PRODUCER
The Wooditch Co. Insurance Services, Inc.
1 Park Plaza #400, Irvine, CA 92614

Telephone: 949-553-9800

POLICY INFORMATION:
Insurance Company: Old Republic General Ins.
Policy No.: A1CA37191302
Policy Period: (from) 04/01/13 (to) 04/01/14
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☒ Deductible ☐ Self-Insured Retention (check which) of $ 0
with an Aggregate of $ _____ applies to Auto Liability coverage. ☒ Per Occurrence ☐ Per Claim (which)

NAMED INSURED
Los Angeles Engineering, Inc.
633 N. Barranca Ave.
Covina, CA 91723

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
LAE Job #1444; PW03-18-18; Contract No. A7624

TYPE OF INSURANCE
☒ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY
$ 1,000,000 CSL per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: Mike Anderson c/o TWC
Address: 1 Park Plaza, Suite 400, Irvine, CA 92614
Telephone: (949) 553-9800

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:

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

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

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

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. *Except 10 days NOC for non-payment of premium.

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

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

x Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

if excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7624
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☒ Broker/Agent ☐ Underwriter ☐ _____

I William S. Wooditch (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: (949) 553-9800 Date Signed 10/14/13

Rev. 10/13 INS-G.doc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s) Or Organization(s): **Location(s) of Covered Operations**

As required by written contract.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Los Angeles Engineering, Inc.		
Policy Number	A1CG37191302	Endorsement No.	
Policy Period	04/01/2013 to 04/01/2014	Endorsement Effective Date:	04/01/2013
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE

DATE

CG EN GN 0029 09 06

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/01/2013	Countersigned By:
Named Insured: Los Angeles Engineering, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Los Angeles Engineering, Inc.

Endorsement Effective Date: 04/01/2013

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is $0.00.

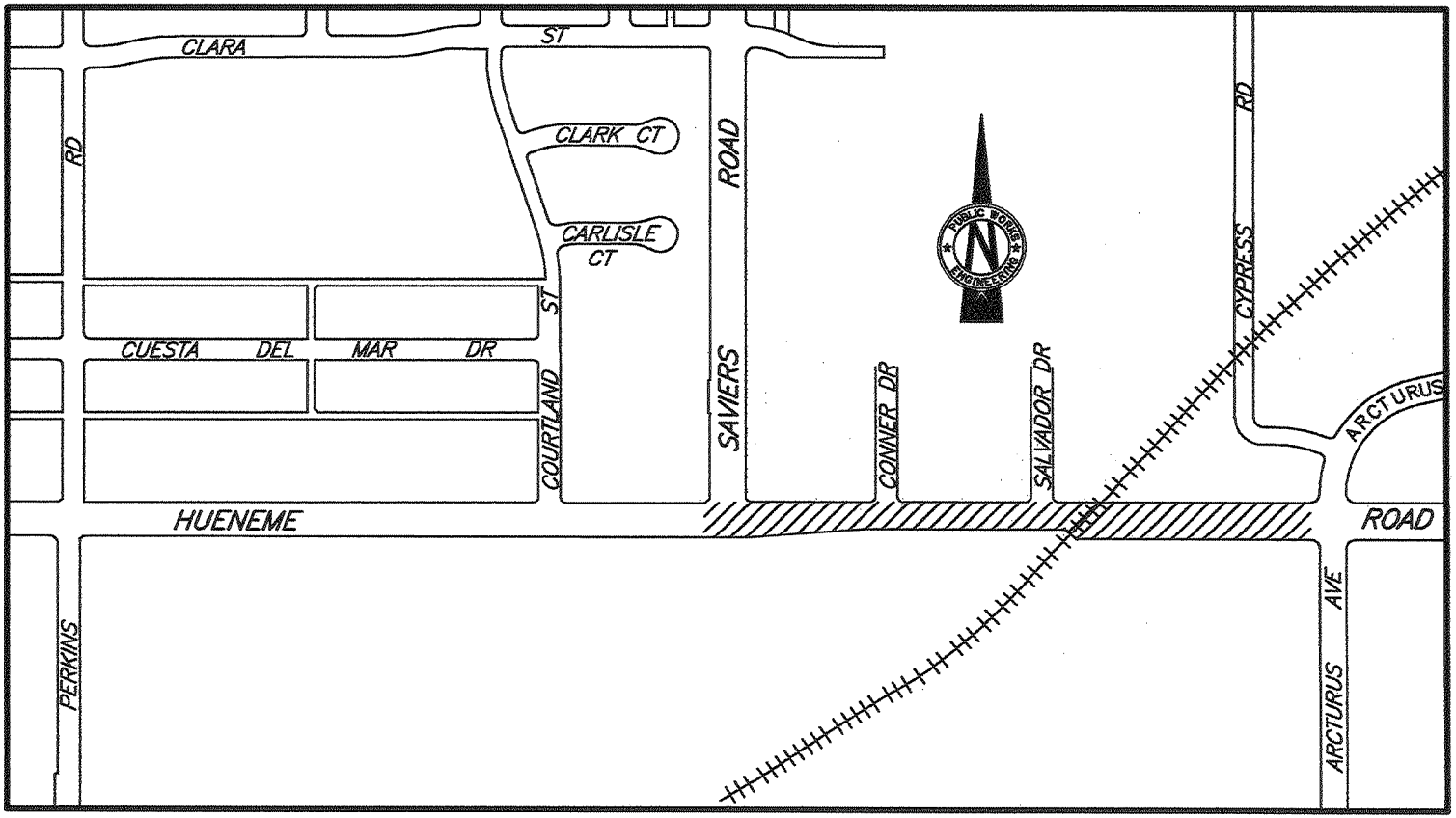
Named Insured	Los Angeles Engineering, Inc.		
Policy Number	A1CW37191302	Endorsement No.	
Policy Period	04/01/2013 to 04/01/2014	Endorsement Effective Date:	04/01/2013
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE **DATE**

WC 99 03 15 (09/06)

HUENEME ROAD WIDENING PROJECT

SPECIFICATION NO.PW 03-18



LOCATION MAP

NO SCALE

General Engineering Contractor

11/13/13

City of Oxnard
305 West Third Street
Oxnard, CA 93030

Attn: Lou Balderrama

Re: Public Works Construction Specification No. PW03-18, Hueneme Road Widening

Dear Mr. Balderrama,

I am writing this letter to clarify an issue that was presented at the City Council meeting of 11/05/2013, wherein questions were raised as to Los Angeles Engineering's safety record. While this is not on any list of requirements to be met by responsive, responsible bidders, it is an important issue.

During said contract award hearing a gentlemen, who identified himself as a Laborer's Union Representative, indicated he was not comfortable with the City awarding the Hueneme Road Widening contract to Los Angeles Engineering (LAE) due to their safety record. He went on to describe an incident that occurred on one of our projects earlier this year that experienced a fatality. This gentlemen expressed he would be more comfortable awarding the project to the second bidder due to their safety record. He obviously did not look into their safety record as they have had numerous fatalities in just the last decade.

LAE did in fact experience a fatality on one of its projects this year. OSHA has issued citations for this incident and LAE is protesting the findings. Unfortunately we are unable to discuss the specifics of this incident since it is under protest.

We have had a long standing commitment to safety at LAE, incorporated in 1986, and now use this very unfortunate situation to illustrate just how dangerous the work we do is to both our existing and new employees. It is a constant reminder of how diligent each of us must be at all times and in all situations. We employ G&G Risk Management Consultants, Inc as our safety representative. Before we start a new project we perform a

thorough site specific safety plan and we mandate that all employees have the proper trainer for their specific task. Also, on a weekly basis, we perform tool box safety meetings and dependent on the task at hand; these meetings will be held daily.

Los Angeles Engineering deserves the award of the contract as the lowest responsible bidder whose bid complies with all the requirements prescribed. (See Spec Page A-7 Award). The issue at hand has no grounds for rejecting our bid or that would preclude us from bidding any future projects. We are a licensed, insured, and bonded company and are suited to complete the contract as specified.

Please feel free to contact me if you have any questions or further concerns on this matter.

Sincerely,

Aaron O'Brien, Chief Estimator
Los Angeles Engineering, Inc.

cc: Patricia Friend
Steven M. Fisher

LOS ANGELES ENGINEERING, INC.

An Employee-Owned Company

CORPORATE SAFETY PROGRAM (IIPP)

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Safety Policy Statement

Los Angeles Engineering, Inc.

TO ALL EMPLOYEES

Los Angeles Engineering, Inc. (LAE) is committed to the prevention of injuries and illnesses of employees and members of the public, the protection of the environment affected by our operations and the prevention of loss or damage to property.

Every employee is responsible for preventing accidents, damage and illnesses and for protecting the environment by following the required rules. The essential ingredients of a safe working environment are:

- Strong management commitment
- Trained and knowledgeable supervisors
- Involvement of safety professionals
- Trained and conscientious work force
- Effective monitoring of the LAE Corporate Safety Program

All employees are to be instructed regarding the health, safety and environmental protection rules of the Company in order to plan and perform their assigned duties in accordance with these rules. Job progress and safety are compatible and equal goals. Safety is not a priority but rather a Value. Priorities change, Value does not.

No job is so important – or schedule so demanding – that we cannot take time to work safely. I consider the safety of our personnel to be of prime importance, and I expect your full cooperation in making our programs effective.

_____

Angus O'Brien, President

Purpose and Objective

Los Angeles Engineering, Inc. (LAE) management is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury, accident prevention and employee safety.

The primary objective of the Injury and Illness Prevention Program is to ensure a safe and healthful workplace in compliance with Cal-OSHA Regulations, which requires each employer to:

- Establish and maintain an effective Injury and Illness Prevention Program;
- Provide a safe and healthy work environment free of known hazards;
- Reduce the financial and human losses resulting from accidents and illnesses arising out of or occurring in the course of employment; and
- Establish safety policies, provide training, initiate operational procedures and generate active management involvement.

One objective of this Corporate Safety Program is to give ownership of the Health and Safety process to all employees. It is therefore intended that this Program be reviewed and modified as necessary, by the LAE Safety Director and project management personnel before and during all major operations. This program will be further reviewed by all members of supervision, and will be the subject during the "New Hire Orientation", at which time each employee will be provided access to this program.

Los Angeles Engineering's "Zero Accident" Statement

Los Angeles Engineering is dedicated to the concept that all workplace incidents, including occupational injuries and illnesses can be prevented. Accordingly, the company is committed to a policy of the elimination of accidents that result in harm to employees or General Public, damage to equipment and/or property, or the disruption of our clients operations.

The corporate safety goal of "Zero Accidents" can only be achieved through our team of employees dedicated to the goal with support from Management. With implementation of the LAE Corporate Safety Program, Site Specific Safety Plans, and the ongoing training of our personnel, it is our goal to become the Construction Leader within our industry.

3203 Injury Illness Prevention Program

(a) Effective July 1, 1991, every employer shall establish, implement and maintain an effective Injury Illness Prevention Program. The Program shall be in writing and shall at a minimum:

(1) Identify the person or persons with authority and responsibility for implementing the Program.

Responsibility

All employees are expected to comply with our IIPP. This written document reflects the Administration's concern for safety and its commitment to the policies outlined in the program. Los Angeles Engineering, Inc., therefore, will make available the resources required for equipment, training, promotions, and incentives. The following outlines the responsibilities for our program.

LAE Safety Director will be responsible for overseeing the LAE Corporate Safety Program/IIPP. He shall direct the Injury and Illness Prevention Program Administration with assistance from LAE Senior Management and all LAE staff. In particular, he will be responsible for the following:

1. Oversee the maintenance of records as prescribed by State or Federal OSHA.
2. Provide information regarding accident-injury/incident reports and related costs to Senior Management.
3. Provide training to supervisors to effectively communicate safety instructions to employees and provide training sources (i.e. courses, videos) to further educate Los Angeles Engineering employees on safety.
4. Provide training to employees as identified in Training Matrix and other Safety training as required.
5. Advise Superintendents and Foremen on safety equipment and other personal protective equipment required by Policy and/or procedure.
6. Assist with safety and health inspections through audit of work site conditions including follow up to ensure safety hazards have been mitigated.
7. Perform follow-up investigations of accident and injuries as required.
8. Perform all duties necessary to ensure compliance with applicable safety and health regulations.
9. Provide "one-on-one" support (Coaching) to field supervisors and assist them in carrying out the Safety Program.
10. Safety Director will assist with implementation of the program and onsite audits to ensure compliance with LAE policies, procedures and Cal-OSHA regulations

Senior Management / Project Management, Engineers, Estimators / General Superintendent / Superintendents / Foreman are required to provide a safe work environment for all Los Angeles Engineering, Inc. employees and their subcontractors to work in. It is their responsibility to become familiar with the requirements of this program. Some of the key responsibilities include:

1. Identify potential or actual hazards in the workplace
2. Ensure corrective measures are taken to abate hazards
3. Communicate with all personnel on site regarding jobsite safety expectations
4. Investigate all injuries and near-misses
5. Recognize positive safety behaviors
6. Discipline unsafe practices or failures to follow onsite safety policies
7. Participate in onsite safety inspections, OSHA audits and immediately correct any unsafe hazards or unsafe conditions recognized as a result of the inspection
8. Lead by example – Always wear PPE onsite
9. Empower the crews to assist with a solid safety culture
10. Support all training efforts of the crew and supervision as required

All Employees are to develop and demonstrate safe work habits. Each new Los Angeles Engineering employee is given a copy of the "Code of Safe Practices" and accountability of following the LAE program. All employees must sign and return a receipt. In addition, all employees are required to:

1. Assist supervision in identifying potential or actual hazards in the workplace.
2. Follow the "Code of Safe Practices" when performing your duties.
3. Use and maintain the safety equipment provided by Los Angeles Engineering, Inc. properly.
4. Report all injuries and incidents to your supervisor immediately regardless of how minor
5. Report all unsafe conditions or unsafe practices observed
6. Use all Personal Protective Equipment (PPE) as required by State and Federal OSHA and Los Angeles Engineering, Inc. Policy & Procedures.
7. Inspect assigned equipment prior to use to ensure equipment is in good safe working condition i.e. machine guards, cable rope, hydraulic lines, tires, fire extinguishing equipment, etc.
8. Assist your fellow employee in following the safety rules and regulations.
9. Maintain your work area in a clean and sanitary condition at all times.
10. Wear appropriate protective gear, such as gloves, hard hats, footwear, eye protection, ear protection, dust protection, as needed for the specific job being performed.

11. Adhere to supervisor and manufacturer's instructions when handling or working with or around hazardous material.
12. Immediately evacuate the area if an emergency exist, and notify your immediate supervisor of your location.
13. Attend all tailgate safety meetings conducted for the crew.
14. Respect Company property and see that it is protected and maintained at all times.
15. Read and follow, without exception, Los Angeles Engineering, Inc. Drug and Alcohol Substance Abuse Program.

Subcontractors hired by Los Angeles Engineering, Inc. LAE are required to provide a safe work environment for all employees and their 2nd tiered subcontractors to work in. It is their responsibility to become familiar with the requirements of LAE program. Some of the key responsibilities include:

1. Identify potential or actual hazards in the workplace
2. Ensure corrective measures are taken to abate hazards
3. Communicate with Subcontractor personnel regarding jobsite safety expectations
4. Investigate all injuries and near-misses and report to LAE
5. Recognize positive safety behaviors
6. Discipline unsafe practices or failures to follow onsite safety policies
7. Participate in onsite safety inspections and immediately correct any unsafe hazards or unsafe conditions recognized as a result of the inspection
8. Lead by example – Always wear PPE onsite
9. Empower the crews to assist with a solid safety culture

3203 Injury Illness Prevention Program

(2) Include a system for ensuring that employees comply with safe and healthy work practices. Substantial compliance with this provision includes recognition of employees who follow safe and healthful work practices, training and retraining programs, disciplinary actions or any other such means that ensures employee compliance with safe and healthful work practices.

Ensuring Compliance

Los Angeles Engineering, Inc. takes seriously the need for each employee and subcontractor to comply with safe work practices. In fact, to achieve our accident reduction goal, we must ensure that all employees and subcontractors are conducting themselves in a safe and healthful manner at all times. To assure such compliance, Los Angeles Engineering, Inc. utilizes recognition programs, as well as a full disciplinary program. The following are some of the many approaches our company uses to assure that all employees know and understand the importance of safe work practices, but most importantly – apply them to their daily work activity.

Disciplinary Action Program

A. Employees are informed of safe work practices at the time of hire. The Code of Safe Practices is provided to and serves as the basis for this review.

B. Los Angeles Engineering, Inc. Supervisors will assess any new hire under their control. The assessment will assist in determining the current safety awareness and future safety training needs of the new hire. This can also be accomplished through use of Mentors to oversee new hires.

C. Employees are trained for their assigned tasks. It is their immediate supervisor's responsibility to advise them on any safety hazards that may exist regarding their operations.

D. Supervisory and management personnel are responsible to monitor employee work practices and make on-the-spot corrections of unsafe employee practices within our facilities, on job sites and at customer project sites.

E. Overall employee work practices are monitored in the regular company inspection program and violations are pointed out to the immediate supervisor for corrective action.

F. Progressive discipline is applied in all cases where safety rules are violated or unsafe work practices are followed. The following basic approach will be applied in dealing with disciplinary issues. The 3-strike rule will be applied, Verbal Warning, Written Warning, and Suspension/Termination. LAE reserves the right to bypass warnings and go straight to Suspension/Termination due to severity or client request.

G. LAE requires all of their employees to comply with its Safety and Health Policies and Procedures. Violation of Company policies and rules may warrant disciplinary action.

H. Supervision will be subject to disciplinary action for the following reasons, but not limited to:

1. Repeated Safety Rule violations by their crew on the job site:
2. Failure to provide adequate training to their employees prior to job assignments;
3. Failure to report accidents or incidents and provide medical attention to employees injured at work;
4. Failure to control unsafe conditions or work practices on the job site; and
5. Failure to maintain good housekeeping standards and cleanliness on the job site.
6. Subcontractors and/or their employees found to be repeatedly violating established safety rules and/or creating or failing to correct significant hazards, will be asked to leave the jobsite.

I. Supervision will utilize the LAE employee conference report to document disciplinary actions or to identify congratulatory efforts made by LAE employees at all levels.

Safety Awareness

Los Angeles Engineering, Inc. will, at its discretion, periodically utilize incentives to reward their employees for safe work behavior, adherence to LAE policies and meeting company goals. LAE Safety Director will be responsible for the development, implementation and monitoring of such awareness.

(3) Include a system for communicating with employees in a form readily understandable by all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.

Communications

Communication is absolutely essential in the administration of an effective safety culture. In an ongoing effort to assure that all employees are advised of safety matters, and to ensure that employees report hazards at the work place, Los Angeles Engineering, Inc. adheres to the following methods.

General Information

A. New employees are informed at the time of hire that they should report any and all hazardous conditions to their supervisor immediately. Further, they are informed that there will be no negative repercussions as a result of their reporting of unsafe conditions or unsafe work practice. Such reports can be made anonymously, if desired by the employee, to assure confidentiality and no possible negative consequences of reporting.

B. Employees are expected to communicate any time an unsafe work practice or unsafe condition is observed in the work place.

C. Tailgate Safety Meetings are held regularly and employees are given the opportunity to give feedback on safety observations.

D. Periodic Supervisors Safety Meetings, including training, are conducted at the office of Los Angeles Engineering and information provided is to be discussed with field employees at the next regularly scheduled tailgate meeting.

Orientation and Training

A. At the time of hire, all New Hires will be given a New Employee Safety Orientation during the orientation the new employee will review the company Safety Policy /Procedures and copy of the LAE Code of Safe Work Practices.

B. Specific job orientation will be provided by the employee's foreman or supervisor. This includes specific safe work practices and procedures for individual jobs within the company. This would include such items as: Safety Training, Lock out / Tag out Training, Use of Tools and Equipment, etc.

C. Specialized training will be provided at the appropriate times throughout the tenure of the employee. The following outlines the critical times when such training is required by Los Angeles Engineering, Inc.

1. Initially upon hire of a new employee. This will occur as part of the Orientation Program. This will include the general hazards that the employee may be exposed.
2. Refresher training will be conducted as needed or required by Federal or State Regulations.
3. Individual, group or all employees training will be given by the Safety Director or his designee whenever there is an introduction of a new potential hazard, new equipment or new procedure that needs to be communicated to the employees.
4. Employees transferring to a new position or employees returning to a previous job after an extended absence will be trained in the job position requirements similar to the new employee training requirements.
5. Training will be given to affected employees whenever Los Angeles Engineering, Inc. becomes aware of employee(s) failing to understand how to performing their work tasks safely.
6. The Safety Director will monitor training requirements & records.

Tailgate Safety Meetings

To have an effective safety culture, it is imperative that tailgate safety meetings be given to each crew every week as a minimum. It is one of the duties and responsibilities of the supervisor or foremen to provide these tailgate safety meetings and ensure that each of the employees is in attendance. Subjects will by provided by the Safety Director in advance. The following information is required for record keeping purposes and shall be turned in weekly with Payroll:

- Crew designation or Job Site
- Name of the Foreman giving the tailgate safety meeting
- Name of each employee in attendance
- Date of tailgate safety meeting
- Topic
- Discussion/questions
- Recommendations for improvement

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(b) Records of the steps taken to implement and maintain the program shall include;

(1) Records of scheduled and periodic inspections required by subsection (a) (4) to identify unsafe conditions and work practices, including person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and action taken to correct the identified unsafe conditions and work practices. These records shall be maintained for at least one (1) year and

(2) Documentation of safety and health training required by subsection (a)(7) for each employee including employee name or other identifier, training dates, type(s) of training, and training providers. This documentation shall be maintained for at least one (1) year.

Recordkeeping

Records of hazard assessment inspections, including the person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and the action taken to correct the identified unsafe conditions and work practices, shall be recorded, and maintained in the corporate office. The Safety Director shall monitor this process to ensure compliance.

Documentations of safety and health training for each employee including the new hire orientation, weekly safety meetings and specific required training shall be kept in the corporate office and maintained on the training matrix.

All training documentation shall include the employee's name and/or another identifier, training dates, type of training, and the instructors name shall be recorded on the training sign in sheet.

OSHA 300 logs will be maintained by the corporate office.

3203 Injury Illness Prevention Program

(4) Include procedures for identifying and evaluating work place hazards including scheduled periodic inspections to identify unsafe conditions and work practices. Inspections shall be made to identify and evaluate hazards.

- *(A) When the Program is first established.*
- *(B) Whenever new substances, processes, procedures or equipment are introduced to the workplace that represent a new occupational safety and health hazard; and*
- *(C) Whenever the employer is made aware of a new or previously unrecognized hazard.*

Records of scheduled and periodic inspections required by subsection (a)(4) to identify unsafe conditions and work practices, including person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and action taken to correct the identified unsafe condition and work practices.

These records shall be maintained for three years.

Hazard Identification

In order to identify and assess hazards, Los Angeles Engineering Inc. will aggressively administer a program of evaluation and inspection. This process will be conducted at appropriate intervals and whenever an identified hazard (potential or real) is reported.

The use of "Job Hazard Analysis"

The Job Hazard Analysis is a Step by Step analysis of a task, process or operation that will answer the following questions; the purpose of the job, what has to be done, what activities are involved, Sequence of Basic job steps, Potential Hazards, and most importantly recommendations for hazard elimination or control.

A. The Job Hazard Analysis (JHA) is an important accident prevention tool that works by finding hazards and eliminating or minimizing them BEFORE the job is performed.

B. JHA's can be used as a tool for job clarification and hazard awareness, and as a guide in identifying potential and real hazards.

C. The JHA provides a process where senior employees can assist in hazard identification and assist new employees in understanding the work process.

Jobsite Inspections

The Jobsite Superintendent will conduct Jobsite inspections informally once a day. The inspections will take place formally twice a month by the Corporate Safety Director or the G&G Team members. The inspections will be documented, recorded and filed. The purpose of the inspections will be to identify the loss drivers that may exist on jobsites at the time of the visits and to ensure compliance with the State and Federal regulations. The inspection form will identify who is providing the inspection, what unsafe conditions or unsafe work practices were observed as well as identify the positive working conditions and safe work practices underway during the visit. The Safety Director will monitor the mitigation actions.

Site Safety Plans

From the info gathered from our pre-job surveys, pre-construction meetings and info provided by our clientele, LAE will develop a Site Safety Plan that is specific to the operations of that project. This plan will include scope of work, identified hazards, corrective measures, emergency evacuation procedures and any site specific training that may be required.

(6) Include methods and/or procedures for correcting unsafe or unhealthy conditions, work practices and work procedures in a timely manner based on the severity of the hazard:

(A) When observed or discovered and,
(B) When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, remove all exposed personnel from the area except those necessary to correct the hazardous condition shall be provided the necessary safeguards.

Correcting Unsafe Conditions and Unsafe Work Practices

A. Identification of unsafe conditions and unsafe work practices is critical to the overall success of our company safety program. But even more essential is the actual correction of such conditions and practices. In an ongoing effort to ensure that all identified unsafe conditions and work practices are properly and adequately corrected, Los Angeles Engineering, Inc. will adhere to the following:

B. Any and all employees of the company are empowered to report hazards and unsafe practices. This reporting will not result in any adverse action taken against the employee. In fact, Los Angeles Engineering, Inc. encourages its employees to notify the appropriate persons to insure the identification and the elimination of hazards and unsafe acts on the job.

C. Any unsafe condition or work practice identified through the inspection process, as a result of an accident investigation or an employee report will be reported to the Superintendent or Safety Representative.

D. An imminent hazard identified will require the immediate removal of all affected employees from the hazardous conditions. Upon determination of appropriate corrective action, adequate precautions and safeguards will be taken to control the exposure while affected employees correct the imminent hazard. No Los Angeles Engineering, Inc. employee will be allowed to reenter the work site until the identified imminent hazard is corrected.

E. All documented unsafe conditions or work practices will be evaluated by the Superintendent and/or Safety personnel to determine severity and set a priority for corrective action.

F. A "Corrective Action List" will be compiled listing all reported unsafe conditions and unsafe work practices providing realistic dates for hazard elimination.

G. Corrective Action follow up will occur to make certain that items placed on the "Action List" are completed.

(5) Include a procedure to investigate occupational injury or occupational illness.

Accident / Incident Investigation

All injuries shall receive proper treatment immediately. It is the responsibility of each supervisor – General Supt/Superintendent/Foreman or manager to conduct an investigation of any accident that occurs under their authority for the express purpose to determine accident causation. This investigation will be conducted within 24 hours of the reported incident.

Remember: An accident investigation is not intended to determine responsibility; only to find out, how and why the incident happened.

It should be fact finding not fault blaming with an emphasis in prevention.

Accident/Incident Reporting process

A. Employees must report all work related injuries to their foremen or immediate supervisor – even if they do not feel that it requires medical attention. Failure to do so may result in a loss of Workers Compensation benefits and/or disciplinary action.

B. The Supervisor and the employee must determine the extent of the injury and determine whether medical attention is necessary. If there is any question of whether a doctor visit is needed, the employee should be sent to the designated medical facility immediately.

C. Unless the injury requires immediately medical attention, each employee and Supervisor must complete the incident/accident report, appropriate State Form and other LAE Forms as indicated. The Supervisor must notify the Human Resources Coordinator by telephone as soon as reasonable so proper parties are notified including the Safety Director and required reporting is not delayed. The Incident Report is to be completed by the Supervisor immediately after the accident/incident. Be sure to include Job Name, Job Number, Address, Name of the injured person(s), date/time, location, what happened (brief statement) and witness names. The Incident form must be sent to the Human Resource Coordinator within 24 hours. The reports can be delivered directly to the Corporate Office front desk or email maria@laeng.net.

D. Los Angeles Engineering, Inc. employees will be informed at the time of hire of the designated medical facility.

E. For extremely severe accidents, call 9-1-1 and the supervisor will then notify the Human Resource Coordinator, who will follow management notification protocol.

F. In all cases, if the employee cannot transport him or herself for any reason, transportation shall be provided by the Foreman or Supervisor or designated responsible employee.

Reporting Near Misses

A. A Near Miss is described as a close call - and for some unknown reason, neither person, property nor equipment were damaged or destroyed.

B. All near misses are to be reported in the same manner as an injury (See Section C above).

C. An investigation will be conducted to determine cause. The foreman and/or supervisor will analyze the process involved in the near miss.

D. A report will be generated providing who, what, when, where, why, and how the near miss occurred. Use of the LAE incident/accident form is to be utilized.

E. The report will be completed and sent to the Human Resources Coordinator within 24 hours of the occurrence.

F. Recognizing near misses is a learning opportunity and can improve our program. Employees are encouraged to report near misses and will be entered for a prize drawing as part of our Safety Awareness Program.

3203 Injury Illness Prevention Program

(7) Provide training and instruction;

(A) When program is first established;
(B) To all new employees;
(C) To all employees given new job assignments for which training has not previously been received;
(D) Whenever new substances, processes, procedures or equipment are introduced to the workplace and represents a new hazard;
(E) Whenever the employer is made aware of a new or previously unrecognized hazard; and,
(F) For Supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

SAFETY AND HEALTH TRAINING PROGRAM

Los Angeles Engineering, Inc. Training and Education program will comply with State and Federal regulations, as well as company policies and procedures. It is Los Angeles Engineering, Inc. belief that an ongoing, comprehensive safety program, which includes all levels of training and education, sets a positive example and can also pay off in reduced accidents, lower compensation costs and greater productivity.

All Los Angeles Engineering, Inc. employees shall receive initial safety training when newly hired on a new project. The employee prior to beginning any work assignment of the project shall complete the orientation. The orientation will be given by the project supervisor/foreman or his/her designated competent representative.

The New Hire orientation will consist of but not be limited to the following:

1. Introduction to Los Angeles Engineering, Inc. history and expectations
2. Review of the company policy, procedures and company goals
3. Site safety rules and regulations / Code of Safe Work practices
4. Hazard communication - "The Right To Know".
5. Disciplinary Action procedures.
6. Overview of the LAE Corporate Safety Program
7. Accident/Injury/Illness reporting procedure.
8. Personal Protective Equipment (Issuance of PPE and review of policy)
9. Reporting of unsafe acts or unsafe conditions

Site Specific Training for LAE employees will include as a minimum:

1. Emergency Evacuation Plan for the site
2. Job Hazard Analysis Process
3. Identified hazards and corrective measures to be utilized
4. Review of the Site Specific Safety Plan for the Project.

Los Angeles Engineering, Inc. will conduct training to meet the needs of State and Federal regulations on a monthly, quarterly, and annual basis. The LAE Training Matrix will identify the required training.

CODE OF SAFE PRACTICES

Responsibilities:
You are responsible for taking reasonable care to protect the health and safety of yourself and your co-workers as well as reporting unsafe acts and conditions to your supervisor. If you are in doubt about your safety roles or responsibilities, you should contact your first line supervisor for clarification before commencing or continuing any work-related activities.

Enforcement of Health and Safety Rules:
Compliance with Company and legislated environment and safety standards is necessary to maintain a safe and healthy work environment. As with any program, corrective disciplinary measures may be required to deal with non-compliance. These measures are outlined in the compliance section of this IIPP.

Orientation:
Upon hire, you will receive a safety orientation that will provide you with consistent safety information, education and training sufficient for you to develop and acquire the knowledge and awareness to protect yourself and others from injury.

Accident/Incident Reporting:
All accidents/incidents must be reported immediately to your supervisor. Each accident/incident will be investigated and corrective action will be undertaken.
PERSONAL INJURIES AND PROPERTY DAMAGE NO MATTER HOW MINOR MUST BE REPORTED TO YOUR SUPERVISOR IMMEDIATELY

Personal Protective Equipment (PPE) that is mandatory on all LAE Jobsites is Hard Hats, Footwear and Vests.
The following is recommended at all LAE Jobsites:

- **HARD HATS** are to be inspected on a frequent (daily) basis for damage such as: Burns, Cracking, Loose or Broken Suspension etc. Hard hats may be worn with the bill facing to the rear only when used with attachments that provide facial protection such as welding hoods, face shields etc."Cowboy" style and metal hard hats are not allowed on the project.
- **FOOTWEAR** – ANSI approved footwear will be worn on all projects at all times. When operating compaction equipment such as "Wacker/Jumping Jack" additional "toe caps" shall also be worn.
- **FALL ARREST EQUIPMENT** – When applicable and there is no other form of protection from falling, i.e. standard guard rails; employees shall wear approved fall arrest/restraint equipment. The Fall Protection Procedures for LAE employees is enforced at 100 % for all employees, regardless of job duties.
- **RESPIRATORY PROTECTIVE EQUIPMENT** – When applicable, proper respiratory protection shall be worn when performing any operation where an oxygen deficiency may exist, where air circulation is not sufficient to prevent inhaling of harmful amounts of dust, toxic fumes, mist or vapors. Employees shall receive the

necessary medical surveillance and proper training in fit testing, use, maintenance and limitations of respiratory equipment.

- **EYE AND FACE PROTECTION** – ANSI approved safety glasses with side shields or goggles must be worn at all times while on the jobsite. When grinding, chipping, using a cutoff tool, a face shield must be worn in addition to eye protection.
- **HAND PROTECTION** – Appropriate gloves must be worn when handling rough, sharp or hot objects; and caustics, acids, solvents, concrete or chemicals.
- **CLOTHING** – A High Visibility outer garment shall be worn, consisting of either vests or t-shirts that are OSHA orange, green or yellow. It is mandatory that shirts with at least a four-inch sleeve and a collar be worn at all times. On some projects a full sleeve will be required. Shorts are not to be worn on site at any time. Do not wear gloves, loose clothing or jewelry where they may create a hazard.

Manual Lifting

- Bend knees, keep your back straight lift with your legs and avoid twisting.
- Plan before you lift – consider weight, size, shape, path of travel, and set down location. Get help if necessary
- Protect your hands and fingers from rough edges, sharp corners, and metal straps. Keep hands and fingers out of pinch points between the load and other objects.

Guardrails/Handrails

Whenever a danger of falling exists a guardrail may be required (i.e., floor openings platforms and excavations). Local legislation will dictate the height at which guardrails are mandatory.

- Handrails are required on stairways.
- Guardrails must consist of top rail, mid rail and toe board.
- Never lean against guardrails or handrails.

Never leave an opening unattended

Scaffolds

You shall verify that the scaffold is safe and meets all regulatory requirements. Prior to using a scaffold check that:

- The base is sound, level and in adjustment – sills, screw jacks, bases and secured if necessary
- The legs are plumb and that all braces are installed.
- All locking devices are secured.
- All cross members are level.
- All pins and manufactured ties are in place, secured, properly installed and in good condition
- The working platform meets regulatory requirements

Immediately report any visible defects in the scaffolding to your supervisor.

When working from scaffolding, you shall:

- Climb the scaffolding using the proper means and never climb on the braces
- Maintain good house keeping practices in all work areas

- Check that suitable means of raising and lowering equipment/materials are used
- Immediately replace any guardrails temporarily removed for the purpose of hoisting equipment or materials.

In addition to the foregoing, you shall never:

- Remove any structural part of the scaffold without first checking with your supervisor
- Place a load on the scaffold greater than it designed capacity
- Rest on or place equipment or materials on the guard rails,
- Undermine the base of the scaffold

When working with rolling scaffolds, you shall:

- Secure/remove all materials or equipment from the platform before moving the scaffold
- Apply each of the caster brakes at all times when the scaffold is stationary.
- Have sufficient help available when moving a rolling scaffold.
- Be alert for hazards such as holes or openings in the floor, overhead obstructions, slopes and debris.
- Never ride a rolling scaffold.

All scaffolds will be erected and maintained in accordance with the manufacturer's specifications by a qualified/competent person only.

Ladders

- Inspect all ladders for defects prior to use. If unsafe, do not use and report defects to your supervisor.
- Do not climb or descend a ladder without free use of both hands.
- Verify that ladders maintain a 4:1 safe working angle.
- Check that all ladders are secured and extend 3 ft. (3 rungs) above the point of access.
- Stepladders must be fully opened with spreader arms locked.
- Do not work off the top two rungs or top cap of a stepladder.
- Do not use a painted wooden ladder.
- Extension ladders are not to be taken apart and used as separate ladders.

Report all unsafe conditions to your supervisor.

Excavations/Trenches

Excavations and trenches may have additional hazards that require special precautions prior to entering – check with your supervisor.

- Never work in an excavation or trench deeper than 5 feet unless it is properly shored or cut back.
- Stay within the confines of the shoring or trench box.
- Know where your means of access and egress are located.
- All trenches shall have a ladder placed within 25 feet of the workers.

Check with your supervisor prior to entering excavations or trenches

Horizontal & Vertical Openings
It is company policy that all openings be guarded in order to prevent injury. It is preferred that openings be guarded by means of guardrails consisting of a top rail, mid rail and toe board. The guardrails are to be properly secured to prevent accidental dislodgment.

Where guardrails are impractical, an alternative system of horizontal or vertical guarding and security will be used. When covers are used they must be strong enough to support the loads to be imposed upon them and must be secured to prevent accidental dislodgment. Further, the cover must be marked in orange/red fluorescent paint "**DANGER OPENING**" as identified in the Safety and Loss Prevention Handbook.

Hazards Communication
Hazardous Communication (HAZCOM) provides the worker with vital information about hazardous materials or substances. The key elements are:

- Labels
- Material Safety Data Sheets (MSDS)
- Worker education

Material Safety Data Sheets are available for all hazardous products at project locations and Corporate Office.

Always take the time to read the HAZCOM instruction labels. The labels tell you:

- Material and supplier identification
- Hazard symbols
- Risks
- Precautionary measures
- First aid measures

Don't be afraid to ask. It is your right to know.

Tools
The following rules apply while working with tools and equipment on LAE projects:

- Unsafe tools, frayed and defective electrical cords and extensions and unguarded machinery must not be used. Report unsafe conditions to your supervisor immediately.
- When using electrically powered equipment or portable hand tools, ensure that they are properly grounded.
- The use of double-insulated tools is recommended.
- Only an approved low combustion cleaning solvent shall be used to clean tools.
- When safety guards are removed from tools for repair or adjustment, the tool must be made inoperative.

Compressed Gas Cylinders
The following rules apply when working with compressed gas cylinders.

- Secure cylinders in an up right position.
- Replace caps when not in use.
- Keep full and empty cylinders separate.
- Oxygen and fuel gas cylinders must be stored at least 20 feet apart or separated as per OSHA regulations.
- Smoking is prohibited near/around fuel gas cylinders.

Cranes and Hoists

- Only authorized personnel shall operate cranes and hoists.
- All crane operators must provide proper documentation of Crane Operator Certification per current Cal OSHA standards prior to operating equipment.
- Keep clear of swinging cabs of cranes.
- Use a tag line on all loads that may swing while being hoisted and lowered.
- Cranes and hoists must be operated with caution when near power lines. Do not take any equipment within 10' of overhead lines. If in doubt consult your supervisor.
- Do not touch the crane or load while it is in motion.
- Do not ride the headache ball, hook or load on any crane or hoist.
- Operators are expected to know and work within the rated capacities of their crane/hoist.
- Operators shall go through the start up and shut down procedures as described by the equipment checklist and as instructed by their supervisor.
- Crane operators must be fully aware of the crane operating procedures. No equipment shall be operated without a thorough supervisor briefing.

Housekeeping
You shall share the responsibility of good housekeeping by your personal work habits. You are responsible to see that your work area is kept clean and free from all hazards. ***Clean up after yourself at all times.***

Fire Prevention
Prevention and protection go hand-in-hand. Basic items you should know:

- Where fire extinguishers are located.
- The type and capabilities of these fire extinguishers.
- The proper operation.
- And the emergency evacuation routes and assembly areas.

You must know the emergency response procedures you are to follow in the event of a fire or other emergency on the project

Vehicles and Equipment
The following rules apply while working with and around vehicles and equipment:

- Operation of equipment without authority will result in termination.
- Proper training for the operator is required
- Seat belts shall be worn at all times.
- Do not ride on running boards or stand up in moving vehicles.
- Driver shall not remain in the cab of a truck when it is being loaded or unloaded from overhead by a crane.
- Vehicles and equipment shall be operated lawfully and safely at all times.
- All vehicles and equipment must be shut down for refueling or cleaning.
- Repair procedures shall be followed as specified by the maintenance department.
- When vehicles or equipment are stuck or broke down, their removal will be performed under the direction of a supervisor.
- Safety and repair requirements of your machine are to be reported to your immediate supervisor.
- Removal of **LOCK-OUT/TAG-OUT** or **DO NOT OPERATE** tags without proper authority is prohibited and may result in termination.

Emergency Response Plan
You are expected to participate and follow the emergency response procedures for your project location. These procedures will be explained to you during your on-site safety orientation.

Security
The project security plan is developed to prevent theft, arson, and vandalism and to protect workers and the public. Like safety, security is everyone's responsibility.

Project Site Specific Safety Plan
This site-specific plan has been developed to address site specific details, hazards and responsibilities and is posted. You should familiarize yourself with this document.

Medical Screening
You may be required to complete medical screening to identify medical conditions, which determine your suitability for employment. This procedure is in keeping with job requirements and your ability to perform your job-related tasks in a reasonable manner.

Occupational Hygiene / Environmental

Hygiene
Health hazards and/or illnesses arising in and from the workplace will be identified and controlled.

Environmental
You shall make every reasonable and practicable effort to protect the environment from effects of contaminants, which may be utilized.

All incidents that could negatively impact the health of any worker or the environment must be reported to your supervisor.

Inspections and Audits
LAE conducts on-site safety inspections and program audits, which are necessary to evaluate safety performance and to identify areas, which may need improvement or modification. You may be required to participate in site inspections and audits.

Safe Operating Procedures
LAE frequently requires hazardous work to be carried out which utilizes specialized procedures. LAE develops "Job Hazard Analysis" that clearly describes the steps to be followed when this kind of work is involved. You may be asked to participate in the development of these procedures.

Heat Stress/Illness
Detailed procedures have been established for LAE personnel to follow. All personnel will receive training to provide awareness of the dangers and symptoms of heat stress, cramps, exhaustion and heat stroke.

(End of Code of Safe Practices)

HEAT STRESS PREVENTION

INTRODUCTION

California Occupational Safety and Health (Cal-OSHA) Standards Board's adoption of the California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395. On December 15, 2005, the Cal-OSHA Standards Board extended the emergency regulations, which are now adopted as of April 20, 2006. The regulations are meant to significantly reduce the severity and frequency of occupational heat-related illness in all outdoor places of employment.

SCOPE

This Heat Illness Prevention and emergency regulations apply to any and all outdoor places of employment, at the times when environmental risk factors for heat illness are present.

PURPOSE

Los Angeles Engineering, Inc, has developed this Heat Illness Prevention Plan to control the risk of occurrences of heat illness and to comply with the California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395. The plan is designed to educate our employees and supervisors on the symptoms of heat illness, causes of these symptoms, ways to prevent heat illness, and what to do if they or a fellow employee experience symptoms of heat illness. Employees that fall under this regulation could include, but are not limited to all employees working outside and inside exposed to hot working environments.

POLICY

It is the policy of Los Angeles Engineering, Inc. employees and supervisors of those employees who perform job functions in areas where the environmental risk factors for heat illness are present shall comply with the procedures set forth in this plan.

STATUTORY AUTHORITY

- California Code of Regulations Proposed State Standard, Title 8, Chapter 4, Section 3395

DEFINITIONS

The California Occupational Safety and Health Standards (Cal-OSHA) definitions of key terminology, as they relate to the standard, as follows:

- Acclimatization means the temporary, gradual adaptation of the body to work in the heat when a person is exposed to it. Usual acclimatization time while working in the heat for at least two hours per day ranges from four to fourteen days.

- Environmental risk factor for heat illness means the working conditions that create the possibility for a heat illness to occur. Risk factors include air temperature, air movement, relative humidity, workload, work severity, work duration, radiant heat, conductive heat, and personal protective equipment (PPE) worn by an employee.

- Heat Illness means a serious medical illness, which results from the body's inability to cope with a heat load. Heat illnesses include heat cramps, heat exhaustion, heat stroke and heat syncope (fainting).

- Personal risk factors for heat illness includes factors such as an employee's age, level of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, overall health, and use of prescription medications which may alter the body's ability to retain water or otherwise effect its physiological response to heat.

- Preventative Recovery Period means a period of time for an employee to recover from a heat illness or signs of a heat illness. The amount of time for a recovery period shall be no shorter than five minutes and shall be taken in a shaded area.

- Shade means the blockage of direct sunlight. Sufficient blockage is when an object does not cast a shadow in the area of the blockage. Shade is not acceptable if heat in the shaded area prevents the body from cooling. Shade shall be open to the air or otherwise provided with ventilation and/or climate controlled. Access to shade shall be made available at all times. For small crews, trucks or vehicles with ample shade and air conditioning can be used as an acceptable rest station.

RESPONSIBILITY

The ultimate responsibility for establishing and maintaining the policies of the Heat Illness Prevention specific to Los Angeles Engineering, Inc. operations rests with the Safety Director.

It is the responsibility of each site Superintendent to develop procedures, which ensure effective compliance with the Heat Illness Prevention Plan at each project. The General Superintendent will ensure this plan is being carried out in the field by his onsite Supervision team.

It is the responsibility of the job site Superintendents to identify the risk factors for employees who may be at risk during potential Heat Stress Activities.

The job site Superintendents and foremen are responsible for enforcement of this Plan among the employees under their direction by carrying out the various duties outlined herein, setting acceptable safety policies and procedures for each employee to follow and ensuring that employees receive the required Heat Illness Prevention training. Superintendents and Foremen must also ensure that appropriate job specific safety training is received, and that safety responsibilities are clearly outlined in the job descriptions, which govern the employees under their direction. Supervising others also carries the responsibility for knowing how to safely accomplish the tasks assigned to each employee, for providing appropriate preventative controls (water, shade, PPE, etc), and for evaluating employee compliance.

Immediate responsibility for workplace heat illness prevention and safety rests with each individual employee. Employees are responsible for following the established work procedures and safety guidelines in their area, as well as those identified in this Plan. Employees are also responsible for using the personal protective equipment issued to protect them from identified hazards, ensuring that they have adequate amounts of drinking water, access to shade, and for reporting any unsafe conditions to their supervisors.

PROCEDURES

1. **Provisions of Water**
   a. At the beginning of each shift, all employees who work outside when environmental risk factors for heat illness are present shall have sufficient quantities and immediate access to at least one (1) quart of potable drinking water per hour for the entire shift (at least two (2) gallons of water per person per eight-hour shift).
   b. Smaller quantities may be provided if the LAE crew has an effective procedure for replenishment that meets the above quantity and time requirements.
   c. The importance of frequently drinking water shall be conveyed and encouraged as described in the training section.

2. **Access to Shade**
   a. Access to shade shall be made available at all times to any employee experiencing heat illness, symptoms of heat illness, or believing a preventative recovery period is needed.
   b. The preventative recovery period shall be at least five (5) minutes.
   c. Water shall be made available in the shade/preventative recovery period area.

3. **Identifying, Evaluating and Controlling Environmental Risk Factors for Heat Illness**
   a. To identify if environmental risk factors are present, the immediate supervisor shall obtain temperature and humidity measurements for the work areas, either by direct measurements or by weather forecasts that are adjusted to match worksite conditions.
   b. To evaluate if an environmental risk factor is present, the Superintendent shall obtain the Heat Index, calculated by the National Weather Service, to rate the risk of heat illness depending on air temperature and humidity. The District shall assume there is a significant risk of heat illness when the Heat Index for an employee working in the sun is 80 or above, and 90 or above when employees are working in the shade. If workers are wearing more than "light" clothing, the risk of heat illness shall be considered significant at a lower Heat Index.

c. To control and reduce the exposure to environmental risk factors, LAE shall utilize the following control measures:

- Provide Shade for work area
- Schedule outdoor / vigorous work in the cooler hours of the day
- Schedule more breaks during the day
- Provide misters or other cooling devices
- Other:_____

4. Identifying, Evaluating and Controlling Personal Risk Factors for Heat Illness

a. Los Angeles Engineering, Inc. shall train employees on the factors that can affect their vulnerability to heat illness. These factors include an employee's age, level of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, overall health, and use of prescription medications that may alter the body's ability to retain water or otherwise affect its physiological response to heat. Los Angeles Engineering, Inc. shall convey the importance of acclimatization, and shall take steps to aid employees in becoming acclimatized.

5. Reporting Symptoms or Signs of Heat Illness to LAE

a. Employees exhibiting signs or symptoms of heat illness, or who observe a co-worker with signs or symptoms, shall report these symptoms to his or her supervisor immediately.

6. Responding to Symptoms of Possible Heat Illness

a. It shall be the responsibility of the immediate supervisor to respond to all reports and/or observations of heat illness symptoms and signs.

7. Contacting Emergency Medical Services

a. When a sick employee is unable to communicate, it shall be the responsibility of Superintendent/Foreman to contact emergency services when required, and to provide accurate and precise directions to the employee's location. This individual shall be immediately available to perform this function.

8. Communication

a. LAE shall account for the whereabouts of all employees at appropriate intervals during and at the end of the work shift by a head count. This procedure shall be followed whenever the outdoor work environment creates a heat hazard that could result in the collapse of an employee due to heat illness.

9. Training

Training shall be administered to all employees and their supervisors who fall under the scope of this plan. LAE shall ensure the effectiveness of the training by one of the following methods:

- Tailgate meetings before a shift begins
- Test Employees / Supervisors after training
- Conduct the training on a regular basis

a. Supervisory and non-supervisory employees shall be trained on:

   i. Environmental and personal risk factors for heat illness

   ii. LAE procedures for identifying, evaluating and controlling the exposure to environmental and personal risk factors for heat illness

   iii. Importance of frequent consumption of small amounts of water under extreme conditions

   iv. Acclimatization and its importance

   v. Types of heat illness and their symptoms, signs, and differences

   vi. Procedure of immediately reporting the signs and symptoms of heat illness in themselves or in a co-worker, to their employer, and its importance.

   vii. Procedures for LAE Supervisors to respond to symptoms of heat illness, which shall include how emergency medical services will be provided, if needed.

   viii. Procedures for contacting emergency medical services and transporting employees to a readily accessible location for emergency medical services to reach them.

   ix. Procedures on and how to provide clear and precise directions to emergency medical services.

b. Supervisors shall be trained on:

   i. All information included in subsection (3)(a) above

   ii. Procedures a supervisor shall follow when implementing this Heat Illness Prevention Plan

   iii. The procedures a supervisor shall follow when an employee exhibits symptoms of a possible heat illness, which includes emergency response procedures

DOCUMENTATION

Documentation of all aspects of this Heat Illness Prevention Plan shall be managed in accordance with Los Angeles Engineering, Inc. Corporate Safety Program.

APPENDIX A

HEAT INDEX CHART

Heat Index (Apparent Temperature) Chart

The **Heat Index** (HI) is the temperature the body feels when heat and humidity are combined. The chart below shows the HI that corresponds to the actual air temperature and relative humidity. (NOTE: This chart is based upon shady, light wind conditions. **Exposure to direct sunlight can increase the HI by up to 15°F.**) (Due to the nature of the heat index calculation, the values in the tables below have an error of +/- 1.3F.)

Heat Index	*General Effect of Heat Index on People in Higher Risk Groups*
80 to 89° - Caution	Fatigue possible with prolonged exposure and/or physical activity.
90 to 104° - Extreme Caution	Sunstroke, heat cramps and heat exhaustion possible with prolonged exposure and/or physical activity.
105 to 129° - Danger	Sunstroke, heat cramps or heat exhaustion likely, and heatstroke possible with prolonged exposure and/or physical activity.
130° or higher - Extreme Danger!	Heat/sunstroke highly likely with continued exposure.

Relative Humidity (in percent)

Air Temp (in F)	0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
140	125																				
135	120	128																			
130	117	122	131																		
125	111	116	123	133	141																
120	107	111	116	123	130	138	148														
115	103	107	111	115	120	127	135	143	151												
110	99	102	105	108	112	117	123	130	137	143	150										
105	95	97	100	102	105	109	113	118	123	129	135	142	149								
100	91	93	95	97	99	101	104	107	110	115	120	126	132	138	144						
95	87	88	90	91	93	94	96	98	101	104	107	110	114	119	124	130	136				
90	83	84	85	86	87	88	90	91	93	95	96	98	100	102	106	109	113	117	122		
85	78	79	80	81	82	83	84	85	86	87	88	89	90	91	93	95	97	99	102	105	108
80	73	74	75	76	77	77	78	79	79	80	81	81	82	83	85	86	86	87	88	89	91
75	69	69	70	71	72	72	73	73	74	74	75	75	76	76	77	77	78	78	79	79	80
70	64	64	65	65	66	66	67	67	68	68	69	69	70	70	70	70	71	71	71	71	72

Dew Point (in F)

Air Temp (in F)	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85
104	110	110	110	110	110	110	111	112	113	114	115	116	117	118	119	121	122	124	125	127	128	130	132	133	136	137
102	108	108	108	108	108	108	109	110	110	111	112	113	114	116	117	118	119	121	122	124	126	127	129	131	133	136
100	106	106	106	106	106	106	106	107	108	109	110	111	112	113	114	115	117	118	119	121	123	124	126	128	129	132
98	103	103	103	103	103	103	104	105	105	106	107	108	109	110	111	113	114	115	117	118	120	121	123	125	127	129
96	101	101	101	101	101	101	101	102	103	104	105	106	107	108	109	110	111	112	114	115	117	118	120	122	124	127
94	98	98	98	98	98	98	99	100	100	101	102	103	104	105	106	107	108	109	111	112	114	115	117	119	122	124
92	96	96	96	96	96	96	97	97	98	99	99	100	101	102	103	104	105	106	108	109	110	112	114	116	119	121
90	94	94	94	94	94	94	94	95	95	96	97	98	98	99	100	101	102	103	105	106	107	109	110	113	116	117
88	88	88	88	89	89	90	90	90	91	92	93	94	95	96	97	98	99	100	101	103	104	106	108	110	112	114
86	86	86	87	87	87	88	88	89	89	90	91	91	92	93	94	95	96	97	98	100	101	102	104	106	108	110
84	84	84	85	85	85	86	86	87	87	88	88	89	90	90	91	92	93	94	95	96	97	98	100	101	103	-
82	82	83	83	83	83	84	84	85	85	86	86	87	87	88	88	89	89	90	91	92	93	94	95	-	-	-
80	80	81	81	81	82	82	82	82	83	83	83	83	84	84	85	85	85	86	86	87	87	-	-	-	-	-

WITNESS REPORT OF INJURY OR ILLNESS

Instructions: Report what you observed at the time the injury or illness occurred.
IMPORTANT: Return to your supervisor within 24 hours.

Name:_____ Soc. Sec #:_____ Emp.#: _____

Address:_____

Location:_____ Project. #:_____Supervisor:_____

Name of injured/Ill Person:_____

Where did the accident or exposure occur?_____

_____

_____

What was the injured person doing when injured: (Be specific, identify tools, equipment, material, etc.)_____

_____

_____

_____

How did the accident or exposure occur: (Tell what and how it happened)

_____

_____

_____

_____

Date of Injury: Day:_____ Date: _____

Time of Injury: _____A.M. _____P.M.

Witness Signature_____

Date: _____

EMPLOYEE CONFERENCE REPORT

Name: _____ Date: _____

SS#: _____ Craft/Position: _____

Circle One Congratulatory Disciplinary

Statement of what Occurred:

_____
_____
_____
_____

Employee acknowledgment / Plan of Action:

_____
_____
_____
_____

Supervisor's Comments / Recommendations / Disciplinary Action:

_____
_____
_____
_____

Follow Up Date:_____

Employee Signature:_____ Date: _____

Supervisor's Signature:_____ Date:_____

Witness Signature:_____ Date:_____

Copies sent to Employee's Personnel Record? Yes _____No _____

GLOSSARY OF TERMS

HASP	Health and Safety Plan – This is a Site Specific Safety Plan that is generated for each project to explain the Scope of Work, SOP's to be followed, Emergency Evacuation Procedures for that location, Identified local medical clinic and any mitigation procedures for identified hazards for that particular project. The Pre-Construction Site and Evaluation Form will be incorporated into this HASP for the Site.
IIPP	Injury Illness Prevention Plan – Required by Cal-OSHA to spell out the following: Responsible Person, Compliance, Communication, Recordkeeping, Hazard Identification, Correcting of Hazards, Training and Accident Investigation.
JHA	Job Hazard Analysis – Designed to identify Task to be performed, Hazards associated with that Task and what protective measures will be taken to minimize or eliminate the hazard.
OSHA Log	OSHA 300 Log is a log of injuries that is maintained by LAE HR Coordinator and lists all injuries for that calendar year.
Program	Corporate Safety Program – Incorporates the IIPP, Heat Illness Prevention Procedures and Forms to be utilized.
SOP	Standard Operating Procedures – Written document of LAE procedures to meet compliance for certain tasks such as Excavation, Lock-out Tag-out, Confined Space Entry, Etc....

Site Specific Safety Plan

Lindero Canyon Bridge and Road Improvements

Project #1442

PREPARED BY:

Los Angeles Engineering Inc.
Safety Department
633 N. Barranca Avenue
Covina, CA 91723

SAFETY POLICY STATEMENT

Los Angeles Engineering, Inc. (LAE) is committed to protecting the health and safety of each employee as the overriding priority of the organization. There will be no compromise of an individual's well being in anything we do. The implementation of actions to help realize a healthy, injury-free work environment is a leadership and employee responsibility. To help ensure that policy commitments are translated into appropriate actions, we recognize the importance of employee participation. We have a commitment to continual improvement of employee safety and health. We shall conduct operations in compliance with all applicable laws and regulations, as well as in conformance with its own safety and health standard. To assure the success of our policy, the LAE has implemented this Safety and Health Program. The program encompasses the following items:

- Identifying roles and responsibilities.
- Providing you with workplace safety practices.
- Conducting safety and health inspections to find and eliminate unsafe working conditions or health hazards.
- Investigating workplace accidents promptly and thoroughly to find the cause and to make corrections so that it does not happen again.
- Training all employees in good safety and health practices.
- Establishing communications regarding workplace safety and health.
- Developing and enforcing safety and health rules and requiring employees to follow these rules as a condition of employment.
- Recognizing employees for safe practices or performance, and counseling employees for failure to follow safe and healthful practices

LAE recognizes that safety is a shared responsibility. These responsibilities can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in safe operating condition. By working together we can maintain a safe working environment for all employees.

_____

Angus O'Brien, President

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Introduction

This Health and Safety Plan (HASP) communicates our commitment to provide a safe and healthful working environment for our employees, and generally enhance safety at the project. This plan references State, local, and company standards and requirements. Compliance with this plan will be ensured through the use of site safety audits, oversight by supervisory personnel, proper training and site orientation, and the use of a progressive disciplinary action plan.

This plan will be reviewed quarterly throughout the duration of the project and as needed by a change in operations. Any revisions made will be provided electronically to City of Westlake Village within 24 hours of the revision.

LAE's objective is "0" incidents or accidents. All employees and subcontractors are expected to support this objective. LAE expects all employees to return home in the same physical shape in which they started the day.

LAE prides itself in having a well-documented Injury and Illness Prevention Plan (IIPP) as required by SB198, which spells out the proper and approved procedures to be followed to ensure compliance with State and Federal regulations, whichever is more stringent.

No task will begin without the review of a Job Hazard Analysis (JHA) with the assigned employees and their direct supervisor. This process is documented and employees must sign off that they understand the task, the associated hazards and the protective/preventive methods that will be employed to ensure the reduction or elimination of a potential accident is done.

The Superintendent and/or Site Safety Representative will be responsible to formally document a Site Safety Audit when the corporate safety director or his designee is unable to perform this task. All identified deficiencies will be corrected immediately and documentation of the correction will be completed as well.

Scope of Work

This project involves the enhancements of the Eastbound and Westbound entrance ramps from Lindero Canyon Road to the Eastbound/Westbound 101 Freeway. It also entails providing a multiuse trail along Northbound Lindero Canyon Road. Improvements will be made to the Northbound and Southbound outside girder sections of Lindero Canyon Bridge by adding a rendering of the City of Westlake Village's logo to the existing structure. Los Angeles Engineering will also be installing new or improved hardscape, planting and irrigation.

Los Angeles Engineering will self-perform some of the work as well as use subcontractors. LAE anticipates a crew of eight personnel, including the superintendent. Anticipated subcontractors on this site include:

- BC Traffic – Overhead signs and striping
- Gerdau – Reinforcing steel
- ACL – Concrete barriers
- Steiny – Electrical
- Ace Fence – Fencing and guardrails
- Traffic Management – Traffic control plan and lane closures
- The Landscape Center – Tree transplantation
- Boulderscape – Concrete staining
- Hardy and Harper – AC Paving
- Harber Companies - Demolition

USA Ticket # A32270271 has been established for this project.

Project Team

Assigned LAE Project Management Team:

• Project Superintendent	John Kay	(626) 388-6068
• Project Manager	Jeff McDermott	(626) 506-5250

Corporate Management Support Team:

• President	Angus O'Brien	(626) 454-5222
• Safety Director	Gary Williams	(925) 584-5774

Managers, Supervisors and Superintendents

Management and supervisory actions will be such that cost, scheduling or quality issues do not prevail over the Project Safety requirements. It is understood that the LAE's Accountability Program has been implemented and safety in-action, improper work practices or shortcuts that put employees or self in an unsafe situation will not be tolerated.

Onsite Safety Representative

For most activities, the project superintendent will perform the duties of the onsite safety representative. LAE will provide a qualified safety representative to assist the project superintendent with ensuring compliance with all state, local and owner standards. For this project, the designated safety representative is Gary Williams. An overview of Mr. Williams' qualifications can be found in Appendix 1 of this site-specific HASP.

Employees

Employees shall actively participate in the safety program. Employees are responsible to report unsafe conditions to their Superintendent or the Corporate Safety Director who will arrange for immediate correction if possible. If taking immediate corrective action will not exceed their level of training or expertise, workers are encouraged to correct items as they are discovered. Workers are required to report safety issues and corrective action taken to their immediate supervisor. If immediate correction is not possible, the Superintendent and Project Manager will evaluate what options they may have to complete the task in the safest manner.

Employees violating project safety rules will be subject to the company's progressive disciplinary action outlined in the Corporate Safety Program.

Short Service Employee Program

Short Service Employees (SSE) is designed to identify our new employees and ensure a mentor is assigned to that individual to watch over them. Our priority is to ensure the safety of all employees including new employees who have not had the exposure of being on a LAE construction site.

Each SSE shall have a Mentor assigned to them. The SSE will comply with all LAE and Client safety rules and policies. All new employees (less than 6 month on the job) will be under the work direction of an experienced employee. The experienced employee (mentor) will assist in safety training and in working safely. New employees will be

identified by a colored hardhat, or colored tape on the hard hat when in the field. The probation period will be determined by the new employee's ability to work safely and know the safety rules.

Subcontractors

All LAE Subcontractors undergo a Prequalification process. This process includes a review of their safety culture, safety programs, TRIR, EMR, OSHA citations in the past, accountability programs, incentive programs and meeting the eight provisions of the Injury Illness Prevention Program (California Only).

All LAE Subcontractors agree to follow the LAE Standard Operating Procedures and to maintain an excellent housekeeping within their scope of responsibility.

All LAE Subcontractors will submit copies of the training certifications as required for their personnel.

EMERGENCY ACTION PLAN

LAE Corporate IIPP Section "Emergency Preparedness" requires that each LAE project location have an emergency evacuation plan that is specific to its location. This plan is reviewed annually and updated as needed or as roles, responsibilities or procedures change. A copy of this plan is located in the jobsite office trailer. Initiation of this plan/procedure may be in response to any of the following types of disasters or emergencies:

- Medical emergency
- Fire
- Escapes of hazardous chemicals
- A catastrophic accident

The City of Westlake Village will be notified immediately whenever this Emergency Action Plan is initiated.

Roles and Responsibilities

Project Superintendent

The project superintendent, or his/her designee shall be responsible for ensuring an adequate number of workers currently trained in First Aid, CPR and AED are onsite whenever operations are ongoing. Training for First Aid, CPR, AED shall meet either American Red Cross or Medic First Aid standards.

The project superintendent, or his/her designee shall be responsible for ensuring all personnel, including subcontractors, receive project specific orientation. This orientation will include procedures to follow in the event of an emergency and emergency muster area(s). Either the project superintendent or the site safety supervisor may administer orientations. This orientation will be conducted prior to each new worker beginning work on the first day of his/her arrival onsite. Documentation of each orientation will be kept in the jobsite trailer.

The project superintendent or his/her designee shall be responsible for signaling an emergency event to all personnel. This will be done by the use of an air horn. Repeated blasts will indicate an emergency event requiring mustering and evacuation of all personnel.

The project superintendent or his/her designee shall be responsible for ensuring appropriate emergency responders (police, fire ambulance etc.) are promptly notified in the event of an emergency situation requiring their response.

The project superintendent or his/her designee shall be responsible for notifying the City of Westlake Village of any emergency event.

The project superintendent or his/her designee shall assign personnel to assist in directing emergency responders to the appropriate areas.

The project superintendent or his/her designee shall ensure an accurate head count of all employees, visitors and subcontractors and will report to emergency responders the number of those unaccounted for.

The project superintendent or his/her designee shall ensure all applicable personnel (including its subcontractors) are oriented in and fully understand the Los Angeles Engineering Emergency Action Plan for this project.

The project superintendent or his/her designee shall be responsible for notifying the corporate safety director of any emergency situations.

The project superintendent or his/her designee shall be responsible for ensuring emergency medical information including clinic and hospital locations are posted.

The project superintendent or his/her designee shall be responsible for notifying the project manager of any emergency situation.

Corporate Safety Director

The corporate safety director shall be responsible for ensuring Cal-OSHA and/or other government agencies are notified of any reportable condition.

The corporate safety director shall be responsible for coordinating with emergency responders in any event involving hazardous materials/waste.

The corporate safety director shall be responsible for completing a thorough investigation of the emergency event. Copies of documentation will be provided to THE CITY OF WESTLAKE VILLAGE upon completion.

Workers/Visitors

Workers and visitors shall be responsible for following directions given by the project superintendent and/or site safety representative; including immediately proceeding to the emergency muster area.

Workers will be expected to participate, to the fullest extent possible, in all investigations resulting from an emergency event.

Workers shall not take emergency action beyond their training.

Corporate Personnel

Corporate personnel or their designees shall be responsible for any contact with the media regarding an emergency or catastrophic event on this project.

Medical Emergency

In the event there is a need for life threatening emergency medical attention or rescue efforts, employees are instructed to dial 911. All emergencies will be sent to the identified hospital with an emergency room.

First Aid trained employees will take all necessary steps as first responders to comfort and render first aid to the victim, but will do so safely and with the proper protective equipment. A stocked first aid kit, appropriate for the number of personnel onsite, and meeting the requirements of 8 CCR §1512 will be available at all times. First aid kits will be inspected monthly and restocked as the need arises.

In the event of a non-life threatening medical incident, in excess of a minor first-aid case, employees are directed to telephone Gary Williams, LAE Safety Director and if so directed, proceed immediately by company truck to the local approved medical clinic.

All injuries sustained by LAE personnel and its respective subcontractors will be reported immediately to THE CITY OF WESTLAKE VILLAGE as required by Section 01 35 23 – Site Safety Requirements, of the Standard Specifications. In addition, injuries requiring treatment beyond first aid will be reported to SCRRAA Maintenance Operations Center.

The local approved medical clinic for this project is:

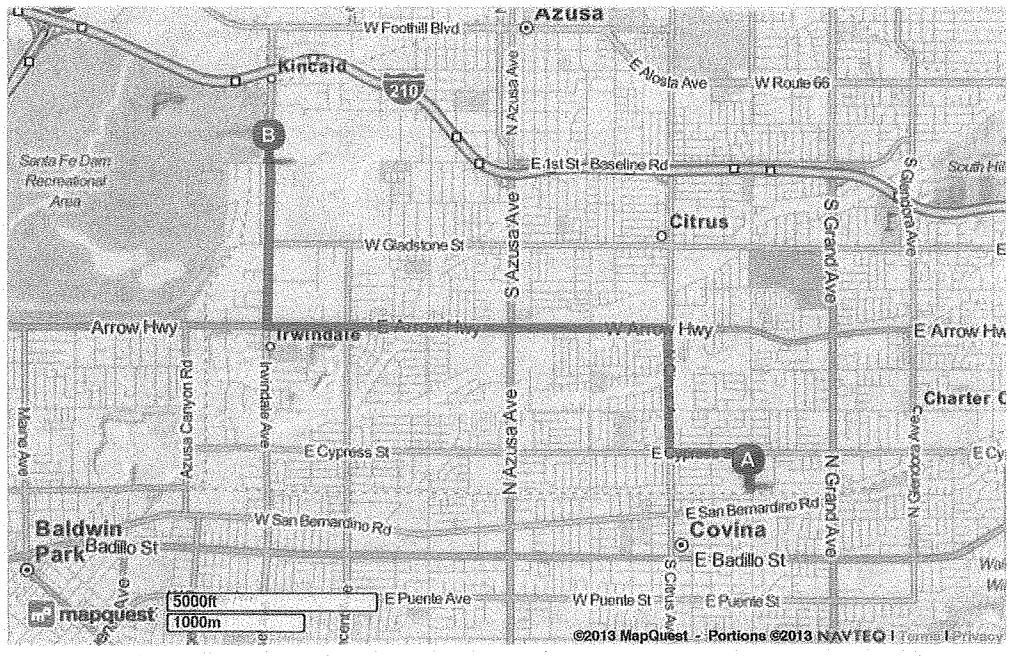
Irwindale Industrial Clinic
6000 N. Irwindale Avenue
Irwindale, CA 91706
Phone 626-969-9800

All injuries that cannot be moved or appear to be of a severity that they are not stable (such as loss of conscience or are bleeding significantly) are to be handled by calling 911.

The nearest local hospital with emergency services is:

Los Robles Hospital
215 W. Janss Road
Thousand Oaks, CA 91360
Phone 805-497-2727

Irwindale Industrial Clinic
6000 N. Irwindale Avenue
Irwindale, CA 91706
Phone 626-969-9800



mapquest

Trip to:
6000 N Irwindale Ave
Irwindale, CA 91702-3200
5.02 miles / 9 minutes

Notes
Directions to Industrial Clinic from Los Angeles Engineering Corporate Office

633 N Barranca Ave, Covina, CA 91723-1229

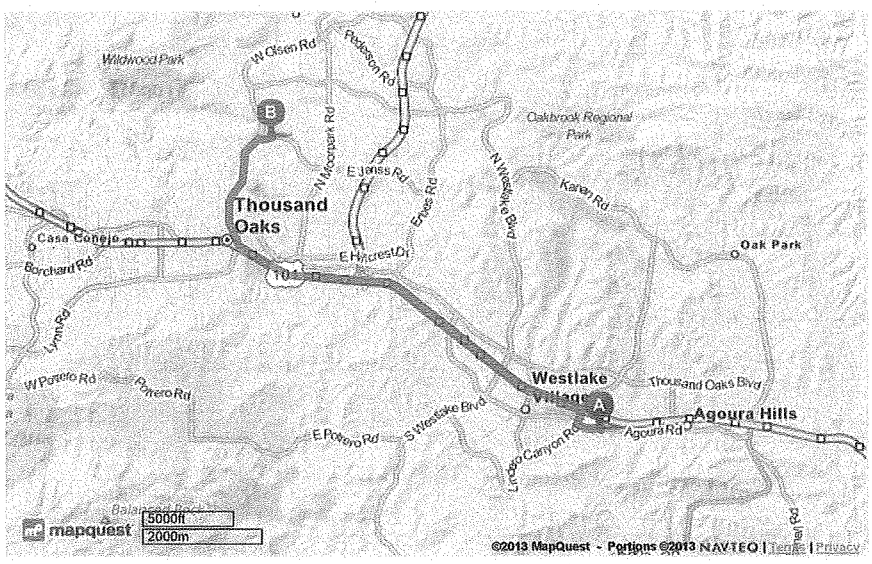
	1. Start out going **north** on **N Barranca Ave** toward **E Edna Pl**. Map	**0.2 Mi**
	2. Turn **left** onto **E Cypress St**. Map	**0.5 Mi**
	3. Turn **right** onto **N Citrus Ave**. Map	**0.8 Mi**
	4. Turn **left** onto **W Arrow Hwy**. Map	**2.5 Mi**
	5. Turn **right** onto **Irwindale Ave**. Map	**1.0 Mi**
	6. **6000 N IRWINDALE AVE** is on the **right**. Map	

6000 N Irwindale Ave, Irwindale, CA 91702-3200

IMMEDIATELY CALL: Gary Williams, LAE Safety Director
(925) 584-5774 Cell
(626) 454-5222 Office

Los Robles Hospital

215 W. Janss Road
Thousand Oaks, CA 91360
Phone 805-497-2727



mapquest

Trip to:
215 W Janss Rd
Thousand Oaks, CA 91360-1847
8.47 miles / 11 minutes

Notes
FROM JOBSITE TO HOSPITAL

LOS ROBLES HOSPITAL
(805) 497-2727

31200 Oak Crest Dr, Westlake Village, CA 91361-4643

1. Start out going **north** on **E Oak Crest Dr** toward **Agoura Rd**. Map	0.01 Mi
2. Turn **left** onto **Agoura Rd**. Map	0.4 Mi
3. Turn **right** onto **Lindero Canyon Rd**. Map	0.3 Mi
4. Merge onto **US-101 N** toward **Ventura**. Map	5.6 Mi
5. Take the **Lynn Rd** exit, **EXIT 45**. Map	0.3 Mi
6. Turn **right** onto **Lynn Rd**. Map	1.7 Mi
7. Turn **right** onto **W Janss Rd**. Map	0.2 Mi
8. **215 W JANSS RD** is on the **left**. Map	

215 W Janss Rd, Thousand Oaks, CA 91360-1847

IMMEDIATELY CALL: Gary Williams, LAE Safety Director
(925) 584-5774 Cell
(626) 454-5222 Office

Fire

Only trained employees are instructed to respond to incipient fires, using portable fire extinguishers or the onsite water truck. Should the fire become so large that it cannot be extinguished with onsite equipment, or should the responding employee(s) determine the fire is beyond their comfort level for extinguishing, the area will be immediately evacuated and emergency fire personnel notified by dialing 911.

Escapes of Hazardous Materials

All hazardous materials will be stored in a defined proper storage area. Should a spill of hazardous materials occur, only workers currently trained in HAZWOPER operations, with a minimum of 40 hours of HAZWOPER training, shall respond. A list of currently trained personnel will be kept in the jobsite trailer. Workers shall not respond beyond their level of training. Should the spill require outside emergency response, an immediate evacuation of the area shall be called and the emergency action plan initiated.

Small spills of hazardous materials that do not present significant hazards to personnel or the environment, and have been adequately addressed during Hazard Communication training, shall be cleaned up by following directions included on the Material Safety Data Sheet and wearing the appropriate personal protective equipment.

Material Safety Data Sheets shall be kept in the jobsite trailer and shall be made available for review by anyone, at anytime, during operating hours.

Catastrophic Accident

In the event of a catastrophic accident involving significant injuries, fatality, or multiple workers, emergency responders (fire, paramedics, police) will be notified by immediately dialing 911. First responders (workers) will not proceed into the area until it is deemed safe to do so. Once responders have access to the scene, they will not proceed beyond the level of their training. Injured workers will be moved only if the scene becomes unsafe.

Corporate personnel will be immediately notified of such events. The project superintendent will immediately secure the scene to ensure preservation for investigative and documentation purposes. Corporate personnel will notify Cal-OSHA and any other agencies needing to be informed of such events. A thorough investigation will be performed and results submitted to the City of Westlake Village upon completion.

FIRE PREVENTION PLAN

Applicable Cal-OSHA Standards: Title 8 CCR 1920

Purpose and Scope

The purpose of this LAE policy is to outline prevention and protective measures, which should be taken to ensure protection of personnel, property, and the environment from a fire incident.

This program applies to all company-controlled worksites where an employee or a subcontract worker may be occupationally exposed to fire hazards.

Fire Prevention

Electrical wiring and equipment for light, heat or power purposes must be installed in accordance with the national electric code. The proper type and size of fuses shall be used at all times. All equipment and portable tools are to be grounded. Explosion proof fixtures are required in hazardous classified locations.

Housekeeping - Remove trash daily from the work areas and from the work site. Use trash drums to reduce extra handling. Put rags in closed containers. Rags used for solvent cleaning should be kept in a closed metal container until properly disposed of.

Compressed Gas Cylinder – Separate the full cylinders from "empty" cylinders in storage. Keep oxygen cylinders separate from fuel cylinders by 20 feet, or by a fire resistant barrier. Tie cylinders in a vertical position. Keep oil and grease away from oxygen valves. Turn cylinders off when not in use. Protect cylinders from excess heat (sun, open flame, equipment exhausts, sparks slag, etc.) No cylinder storage inside buildings.

Gasoline and Diesel Pumps - Service station type pumps require physical barriers to prevent damage to the pumps. "No Smoking or Open Flame" signs are also necessary. Dispensing nozzles shall be of an approved type.

Internal Combustion Engines - Turn off engine before refueling, and allow a minimum of fifteen (15) minutes for engine to cool off. Insulate exhaust stacks near combustible material. Keeps exhaust discharge away from flammable liquids (particularly truck exhausts).

Material Storage - Outside - Storage areas containing combustible material (lumber, etc.), or non-combustible material in combustible containers (metal parts in wooden boxes) need to be separated from other material by at least 20 feet on all sides to help prevent the spread of fire and to allow fire equipment access. A single storage area cannot be larger than 50 by 150 feet. All weeds, dead grass, and combustible trash need to be kept out of the storage areas and out of access ways.

No Smoking or Open Flame Areas and Signs - Areas where flammable liquids are stored or dispensed need to be clearly identified. "NO SMOKING OR OPEN FLAME" signs need to be posted no more than 25 feet away from the hazard. Areas containing large quantities of combustible materials should also be identified and marked with the same signs. Cigarette butt cans will help prevent careless disposal of smoking materials.

Open Flames - Welding torches, matches, heaters, and other open flames have caused many unnecessary fires. Check the area for possible hazards before lighting up.

Sparks and Slag - To avoid a fire, move flammable or combustible materials before starting to weld or burn. If material cannot be moved, cover it with fire retardant material.

Tarps and Plastic Coverings - Tarps must be fire retardant. Plastic sheets must be flame resistant if they are to be used with flame or high heat operations. Tie tarps and plastic securely so they cannot blow loose.

Temporary Heating Devices - No open burning of trash. Propane heating units need automatic fuel shut-off valves. All heaters need good clearance or non-combustible insulation on all sides, top and bottom.

A temporary building shall not be erected where it will adversely affect any means of exit.

No combustible material shall be stored with 10 feet of a building or structure.

Roadways and access to storage areas must be maintained to accommodate the widest vehicle that may be used for fire fighting purposes.

Flammable and Combustible Liquid Storage

Only approved containers and portable tanks shall be used for storage and handling.

Flammable Liquids - All - Liquids with a flash point below 140 degrees F are referred to

as "flammable liquids." Store in original containers until needed. All tanks, drums, containers, cans and cabinets are to be electrically grounded and labeled with the name of the material. Do not mix contents and labels. Handle small quantities (5 gallon maximum) in "safety cans." Two main features of a safety can are a spring-loaded cap and a flame arrester.

Flammable or Combustible Liquids shall not be stored in areas used for exits, stairways, or normally used for the safe passage of personnel.

Indoor Storage of Flammable and Combustible Liquids

No more than 25 gallons of flammable or combustible liquids are to be stored inside a building unless stored in an approved storage cabinet and labeled "flammable - keep fire away."

No more than 60 gallons of flammable or 120 gallons of combustible liquids may be stored inside of a single storage cabinet inside a building. No more than 3 storage cabinets are allowed in a single building when containing the maximum amount allowed.

Quantities of flammable or combustible liquids stored inside a building, which exceed the amount of three storage cabinets, must be stored in an approved storage room, which meets the applicable requirements of The National Fire Protection Association. An aisle space of three feet wide must be maintained at all times in inside storage rooms.

Materials that react with water shall not be stored in the same location as flammable or combustible liquids. A separate storage area should be provided for water reactive materials and they should be conspicuously marked as such.

Electrical wiring and equipment located in inside flammable and combustible liquid storage rooms shall be approved for hazardous locations.

Storage of Flammable and Combustible Liquids Outside of Buildings

No more than 1,100 gallons of flammable or combustible liquids may be stored in any one outside storage area unless separated by a minimum aisle space of 5 feet. Groups of containers shall not be nearer than 20 feet to a building. Each container or outside storage area must be accessible by a 12-foot wide access for a maximum distance of 200 feet. At least one portable fire extinguisher having a rating of not less than 20-B units shall be located not less than 25 feet, nor more than 75 feet, from any flammable liquid storage area located outside.

Handling Flammable and Combustible Liquids

Dispensing of flammable or combustible liquids from one container to another shall be separated from other operations by a distance of not less than 25 feet.

Containers shall be bonded when transferring flammable liquids from one container to another.

Approved self-closing valves shall be used for dispensing of flammable or combustible liquids.

Flammable or combustible liquids shall be drawn or transferred by either gravity or pump only. Never transfer by means of air pressure on the container or portable tank.

Flammable liquids shall be kept in closed containers when not actually in use.

Precautions shall be taken to eliminate leakage or spillage of flammable and combustible liquids where necessary such as the use of funnels.

Leakage or spillage from flammable and combustible liquids must be promptly cleaned up and properly disposed of.

Flammable liquids may be used only where there are no open flames or other sources of ignition within 50 feet of the operation, unless conditions warrant greater clearance.

Training

Where LAE has provided portable fire extinguishers for employees use in the workplace, training shall be provided to educate and familiarize employees with the general principles of fire extinguisher use, the hazards involved in incipient stage fire fighting, and general safe use of the extinguisher.

Fire extinguisher training shall be conducted when the employee is initially assigned and at least annually thereafter.

Fire Extinguishers – Mounting and Access

Portable fire extinguishers will be placed strategically throughout the active work area in a quantity to comply with Title 8 CCR, Subchapter 4, Article 36 §1922(a)(1) A portable fire extinguisher will also be mounted in the jobsite trailer.

Extinguishers are not to be left on the floor, or a scaffold, or on the ground. They are to be mounted on a wall, handrail, barricade, etc.

Extinguishers that have a total weight of more than 40 pounds are to be mounted with the top of the extinguisher no more than 42 inches above the floor. Extinguishers weighing 40 pounds or less may be mounted with the top as high as 5 feet above the floor. (Mounting all extinguishers at the 42-inch height is a good habit.)

Extinguishers should be located where they can be easily seen. In cases where this is not practical, signs or red paint marking, need to be added to identify the location of the extinguisher.

Keep trash and stored material away from extinguishers to prevent blockage of the access to the extinguisher.

Fire Extinguishers – Inspection and Testing

LAE will ensure that portable fire extinguishers are visually inspected at least monthly and inspected/serviced annually as part of a thorough maintenance check of the integrity of the device. Only companies licensed by the State of California and authorized to perform such service will do so.

Portable fire extinguishers shall be given an annual maintenance check to ensure integrity of the device. Stored pressure extinguishers do not require an internal examination. A written record shall be made of the annual maintenance date. This record shall be retained for one year after the last entry, or the life of the shell, whichever is less. The record shall be available upon request.

Monthly Inspections

Every fire extinguisher is to be visually inspected at least once a month. The inspection is to include:

- Proper location
- Fully charged
- Seal wire not broken
- Free of any obvious defects or damage
- Annual service tag is current

Annual inspections

An individual trained to examine, repair, and recharge extinguishers shall conduct a thorough examination of each extinguisher annually. An inspection tag is to be attached to each extinguisher showing the date of the annual examination, the date of the recharge, and the initials of the individual making the examination.

Hydrostatic Tests

Extinguishers more than 5 years old may need a hydrostatic test if they are to remain in service.

ONSITE TRAINING

All LAE personnel working on this project will undergo various training requirements up to and including:

- LAE safety orientation
- LAE corporate training requirements
- Hazard communication
- Fall protection
- Review of this site specific safety plan with emphasis on those activities the worker will actually be performing (fall protection, trenching and excavation etc.)

Training records are maintained for each employee. Training documents include the name of the employee, the date of the training and the name of the instructor. Records are kept at the corporate office and will be made available upon request.

Copies of documentation of specialized training such as flagger, crane operator or other activities that require an employee carry the documentation on their person or in the equipment they are operating, will be kept in the jobsite trailer. These records will be made available upon request.

New Worker Orientation

Prior to beginning work at the site, all workers, regardless of length of employment with LAE, shall receive a site-specific orientation. This orientation will address jobsite specific hazards and control measures; emergency action plan instructions including muster areas and personal protective equipment requirements.

Tailgate Meetings

LAE will perform weekly tailgate meetings with topics that are specific to the jobsite and the corporate alignment. All LAE personnel including subcontractors are required to attend and document their attendance. Participation by all personnel is highly encouraged. Tailgate meetings are not just a time to pass along a certain safety topic but rather engage the entire team in a two-way discussion and allow an open forum to speak on whatever is on the crew's mind. Copies of sign-sheets, indicating the topic(s) covered will be kept in the jobsite trailer as well as forwarded to the corporate office.

Competent Persons

As required by Cal-OSHA standards, LAE will have designated Competent Persons for the following as applicable:

- Excavation / Trench / Shoring
- Fall Protection
- Scaffolding
- Fire Protection
- Other activities that may arise due to activities

John Kay will be the designated Competent Person for trenching and excavation, fall protection, fire protection and scaffolding activities for this project. In the event Mr. Kay is not onsite, Jeff McDermott, Project Manager, will fulfill these duties.

Onsite Safety Requirements

Personal Protective Equipment

Personal protective equipment is required at all times. All LAE supervisory and management personnel will lead by example. Personal Protective equipment for this project will consist of the following:

- Hard hat meeting ANSI Z-89 requirements
- Safety glasses meeting ANSI Z-87 requirements
- Work boots
- Long pants
- Shirt with at least four-inch sleeves
- Approved orange safety vest
- Gloves will be required as appropriate to the task
- Respiratory protection will be required as appropriate to the task
- Leathers for hot work will be required as appropriate to the task

Personal protective equipment will not be required to be worn while working in the jobsite office trailer.

Hazard Communication

LAE will provide and implement our company Hazard Communication Program to comply with Federal and State regulations. This program will be presented to all employees as part of the New Hire Orientation. A copy of each MSDS and chemical and labeling system will be available at the project office trailer. The Purchasing Agent will provide MSDS's for new products and the safety designee will amend the catalogue.

Employees will be instructed to use chemicals according to instructions on labels and follow instructions provided by the manufacturer on Material Safety Data Sheets.

Cranes

Any crane operations will be conducted in compliance with 8 CCR §1610-1619.5.

A copy of the manufacturer's operating manual for the specific model of crane in use will be available at all times in the operators cab. A lift plan will be generated for all hoisting operations that take place during the project. Only qualified, certified operators in good health will be permitted to operate cranes.

Tag lines will be used for placement of any material or equipment to facilitate safe movement and to keep people out of harm's way. Use of flaggers, barricades, blocks, chalks, skids, etc. will be used as necessary for safe handling, movement and storage of materials.

All cranes brought to the site, whether owned and operated by LAE or provided by a crane rental company, will comply with the following:

- A copy of the most recent annual inspection will be kept onsite and will be made available for review upon request
- A copy of the most recent quadrennial inspection will be kept onsite and will be made available for review upon request
- Only Certified Crane Operators will operate cranes on this project. A copy of the operator's CCO card will be kept onsite and be made available for review upon request
- The crane operator will perform a daily visual inspection of the crane. Any discrepancies will be corrected prior to operation

- There will be no crane operations near existing overhead utility lines on this project
- Should crane operations cause a track foul situation, compliance with 49 CFR 214 will established

Heavy Equipment Operations

Heavy equipment operations will be conducted in compliance with 8 CCR §1590-1596

- Only trained and qualified personnel will operate heavy equipment
- Heavy equipment such as excavators, backhoes or other equipment with extending booms, shall remain at least 10 feet from all overhead utility lines

Trenching and Excavations

All trenching and excavation operations will be performed in compliance with 8 CCR §1539-1547.

- A competent person will conduct daily visual and manual tests to determine soil type
- The preferred method of worker protection against cave-in on this project will be benching at a ratio appropriate to the soil type. When benching cannot be achieved, shoring will be installed as per manufacturer's tabulated data, based on soil type. Steps to protect workers from cave-in will be taken anytime a trench or excavation is five-feet deep or more; or conditions indicate cave-in is possible due to other factors. Should trenches of 20 feet deep or more be required for operations, a shoring plan will be developed and stamped by a professional engineer, registered in the State of California
- Ladders for access will be provided for workers required to access any trench that is four-feet deep or more
- Air testing will be performed prior to any worker accessing the trench to ensure there is no hazardous atmosphere is present
- Spoil piles, tools and equipment and other materials will be kept at least two-feet from the edge of any trench or excavation

- Workers performing duties in trenches will wear appropriate personal protective equipment including but not limited to hard hats, safety glasses, long pants, proper shirts with sleeves and high visibility clothing.
- Additional policies and procedures regarding trenching and excavation work can be found in Appendix 2 of this site-specific HASP

Fall Protection and Prevention

All elevated work requiring fall protection or prevention will be performed in accordance with 8 CCR §1539-1547.

- All workers performing duties at a height of six-feet or higher will be required to utilize 100% fall protection at all times. This distance is measured from the soles of the workers feet to grade or the next level below them
- Guardrails will be used whenever possible. Guardrails will be constructed to a standard height of 42" for the top rail with a mid-rail installed at 21". Guardrails will be constructed to meet a 200-pound force applied in any direction. Toe boards will be installed whenever workers are performing duties below the elevated area or workers must pass under it.
- Whenever guardrails cannot be used due to being impractical, personal fall arrest systems will be used
- Additional policies and procedures regarding fall protection can be found in Appendix 3 of this site-specific HASP

Hot Work

All hot work will be performed in compliance with 8CCR §1539-1547

LAE personnel are not expected to be performing hot work on this project. Subcontractors will perform hot work, consisting of various welding and cutting operations. The following guidelines will be followed:

- Areas where hot work will be performed will be cleared, to the extent possible, of flammable and combustible materials. Where these materials cannot be cleared and/or moved, fire blankets will be used to cover them.
- Fire extinguishers will be staged within 10 feet of any hot work being performed
- A properly trained and equipped fire watch will be provided for all hot work. The fire watch will remain in place for 15 minutes after the conclusion of any hot work.
- Personnel performing hot work will wear appropriate personal protective equipment up to but not limited to leathers, welding hood or proper shade of goggles and respiratory protection if needed

Confined Space

All confined space operations will be performed in compliance with 8 CCR §5156-5159. Confined spaces on this project will consist of the installation of new manholes. It is anticipated that these spaces will be classified as Non-Permit Required Confined Spaces. Prior to classifying a space as such, air monitoring will be performed throughout the space and other potential hazards examined. Should the space then be classified as a Permit Required Confined Space, policies and procedures for entry can be found in Appendix 4 of this site-specific HASP.

Scaffolding

It is anticipated that during the construction of the new box culvert, scaffolding will be needed. Operations involving scaffolding will be performed in compliance with 8 CCR §1635.1-1655.

- All scaffolding will be erected according to manufacturer's specifications
- All scaffolding will be erected under the supervision of a competent person
- All scaffolding will be inspected on a daily basis (on days that will require workers to access the scaffold) by a competent person
- All workers accessing the scaffold will receive Scaffold User Awareness Training

Lifting and movement of materials

Whenever possible, mechanical means shall be used to move, place or transfer materials. This includes material storage and job tasks. All materials shall be stored in an orderly manner. Materials will be stored at the lay down area. Positioning of people is key to material handling as well; precautions need to be taken to make sure that personnel are not put in risk positions that may result in an injury. Hazards associated with Material Handling are:

Handling and Storage:

- Struck by
- Pinch points
- Fall from
- Crushed
- Caught between

Manual Material Storage:

- Lifting and twisting (back injuries)
- Cuts, bruises and abrasions
- Pushing and pulling
- Overhead work

Reinforcing steel and other projections

All reinforcing steel and other possible impalement hazards will be protected as per 8 CCR §1712. Workers performing the installation of vertical reinforcing steel will follow all fall protection requirements. Positioning devices will only be used in conjunction with a personal fall arrest system, including double lanyards to ensure 100% tie-off.

Traffic Control Measures and Permits

Lane closures will be established in advance and will be detailed in the traffic control plan. The traffic control plan will be designed in accordance with "the manual" and submitted to the City of Westlake Village for approval.

Should flaggers be used, only personnel who have been properly trained and qualified will be used. Documentation of such training will be available for review in the jobsite trailer.

Electrical Work

Work involving the installation of electrical systems, as well as any work involving temporary power, will be performed in compliance with 8 CCR §2299-2974. Should lock out tag out procedures be required, such procedures will be performed in accordance with LAE's Lock Out Tag Out Program, which can be found in Appendix 5 of this site-specific HASP.

Housekeeping

LAE will, at all times, keep its work areas neat, clean and in safe condition. LAE shall keep the Owner's property and jobsite, the adjoining premises, driveways, streets and roads clear of construction materials and rubbish caused by their work. A dumpster will be provided and shall be covered so as to prevent removal by animals or scattered by wind.

Upon completion of any portion of the work, LAE shall promptly remove from the jobsite area all of their equipment, temporary structures and surplus materials not being used at or near the same location during later stages of work.

Upon completion of the work, LAE will satisfactorily dispose of all rubbish, perform restoration, remove all plant, buildings, equipment and materials and shall return all unused, surplus and salvageable materials to the location where they were initially received; or to a location agreed upon by the City of Westlake Village.

Smoking

LAE will have a designated smoking area for employees to use. Smoking will only be allowed in designated areas that are clear of combustibles and have been identified by a ***Smoking Area*** sign. Cigarettes must be fully extinguished and put in butt cans.

Wildlife

Wildlife such as rattle snakes, black widow spiders and ticks have been identified as potential hazards onsite. All personnel will be informed and will take the appropriate steps to avoid contact with such hazards.

Dust Suppression

When needed, LAE will utilize the following method for dust suppression and mitigation for this project:

- 2,000 gallon water truck to be utilized
- Speed on right of way or dirt roads will be minimized to a maximum speed of 10 miles per-hour
- Continuous visual monitoring by the superintendent to ensure dust suppression is maintained at all times

Employee Review

A copy of the Site Safety Plan is on file in the local office of LAE

I_____have reviewed the Lindero Canyon Bridge and Road Improvement Project Site Safety Plan and understand my responsibilities in regards to this plan.

_____ _____
Print Name-Last First MI Date

_____
Employee Signature

_____ _____
Supervisor Date

Appendices

Appendix 1 – Qualifications of Safety Personnel

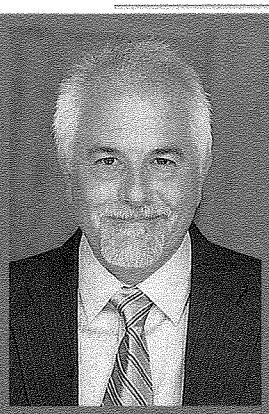
Appendix 2 – Trenching and Excavation Safety Program

Appendix 3 – Fall Protection Program

Appendix 4 – Confined Space Program

Appendix 5 – Lock Out Tag Out Program

Appendix 1 – Qualifications of Safety Personnel



Gary Williams, CRIS, CSSM

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G&G Risk Management is a DBE/SBE/MBE Certified Enterprise

G&G RISK MANAGEMENT CONSULTANTS, INC

With 20 years of experience, Mr. Williams has a wide variety of safety expertise having worked as a safety manager in the manufacturing, theme park, insurance and construction industries. Early in his career his focus also included hazardous material and waste management operations.

Mr. Williams' comfort level in front of an audience, as well as his desire to transfer knowledge to others, made him a natural choice to lead G&G's training department. As an authorized OSHA Outreach trainer for 12 years, he has taught hundreds of OSHA 10 and 30-Hour classes to thousands of students. Other specialties include First Aid/CPR/AED, Driver Awareness, Forklift Operations and Sexual Harassment for Supervisors.

Specialized Expertise & Certifications:

- Construction Risk and Insurance Specialist (CRIS)
- Certified Master Trainer with NCCER
- Certified Site Safety Manager (CSSM) Designation
- Certified First Aid/CPR/AED Instructor – American Red Cross, Medic First Aid
- Authorized OSHA Outreach Construction Instructor – 10 and 30-Hour
- Assuring compliance with state and federal OSHA and EPA Standards
- Authoring and editing training curriculum and presentations

Employment Overview:

- G&G Risk Management Consultants
- Old Republic Construction Program Group
- Hilb Rogal & Hobbs
- Zurich Services Corporation
- Six Flags Discovery Kingdom
- Electro-Coatings Inc.

Education:

- California Polytechnic University – Pomona, CA

Professional Affiliations & Military Service:

- American Society of Safety Engineers
- 1983-1987 United States Navy – Honorable Discharge

Appendix 2 – Trenching and Excavation Program

TRENCHING AND EXCAVATION SAFETY

Applicable Standards
California: 8 CCR Subchapter 4, Article 24, Sections 1539-1547

Projects occasionally require work in trenches and excavations. The following precautions are mandatory when LAE employees work in trenches or excavations that are 5 feet deep or greater. They are also required in trenches less than 5 feet deep if the soil appears unstable. These precautions apply even if LAE did not dig the trench.

General Precautions

1. All trenching and excavation activities will be conducted in accordance with OSHA regulations.

2. All trenching, excavation work, or entry will be supervised by a competent person with the skills, training, and experience to recognize hazards and implement corrective action.

3. All trenches and excavations 5 feet deep or greater will be protected from cave-ins by sloping, shoring, or benching.

4. No employee is permitted to work in any trench or excavation that is not safe. Work will stop until the hazard is corrected.

5. All trenches and excavations will be inspected prior to the start of work and at least daily by the competent person.

6. Suitable access and egress will be maintained at all times

Prior to Excavating/Digging

1. The LAE T-1 Trenching and Excavation permit (annual) will be activated with Cal/OSHA Activation Form

2. The estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.

3. All Regional Notification Centers in the area involved and all known owners of underground facilities in the area who are not members of a Notification Center shall be advised of the proposed work at least 2 working days prior to the start of any digging or excavation work. EXCEPTION: Emergency repair work to underground facilities.

While Digging

1. When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.

2. Contact with live electrical lines and gas mains can cause death or serious injury. Extra care should be taken in these areas. If you are unsure, ask your foreman, superintendent.

3. While the excavation is open, underground installations shall be protected, supported, or removed as necessary to safeguard employees.

4. All surface hazards to employees shall be removed or supported, as necessary, to safeguard employees.

5. Where the stability of adjoining buildings, walls, sidewalks, pavements and or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of employees.

6. No employee shall be permitted underneath loads handled by lifting or digging equipment. Employees shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials.

7. Adequate barriers or physical protection shall be provided at all remotely located excavations. All wells, pits, shafts, etc., shall be barricaded or covered. Upon completion of exploration and other similar operations, temporary wells, pits, shafts, etc., shall be back filled.

Open Trenches and Excavations

1. Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.

2. An inspection shall be conducted by the competent person prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when employee exposure can be reasonably anticipated.

3. Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, exposed employees shall be removed from the hazardous area until the necessary precautions have been taken to ensure their safety.

4. A stairway, ladder, ramp or other safe means of egress shall be located in trench excavations that are 4 feet or more in depth so as to require no more than 25 feet of lateral travel for employees.

5. Where employees or equipment are required or permitted to cross over excavations over 6 feet and wider than 30 inches, walkways or bridges with standard guardrails shall be provided.

6. When mobile equipment is operated adjacent to an excavation, or when such equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

7. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

8. Employees shall be protected from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be

provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

9. Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmosphere in the excavation shall be tested before employees enter excavations greater than 4 feet in depth.

10. When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, testing shall be continuous while the site is occupied.

11. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

12. Employees shall not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation.

13. The precautions necessary to protect employees adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline and operations shall be monitored by a competent person to ensure proper operation.

14. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person.

Appendix 3 – Fall Protection Program

FALL PROTECTION PROCEDURES

Applicable Standards
California: 8 CCR Subchapter 4, Article 24, Sections 1669-1671.2

Falls from elevated surfaces is the number one killer in the construction industry. The most important assets to Los Angeles Engineering, Inc. are its employees and their families. Consequently, the safety of our employees is of the utmost importance. While the common goal of Los Angeles Engineering, Inc. is to operate profitably, we will not sacrifice the safety of our employees to reach this goal. We have in place the following program to help protect from falls while working in elevated areas.

Los Angeles Engineering, Inc. as a minimum complies with applicable OSHA standards for fall protection under 29 CFR 1926.500-503, and State regulations.

We believe that in order for the Fall Protection Program to be effective, it will take the cooperation and support of all our employees.

Los Angeles Engineering, Inc. Fall Protection Program has seven primary components:

1. Identifies all the fall hazards in the work area.
2. Describe the method of fall arrest and fall restraint to be provided.
3. Describe the correct procedures for the assembly, maintenance, inspection and disassembly of the fall protection system to be used.
4. Describe the correct procedures for the handling, storage and securing of tools and materials.
5. Describe the methods of providing overhead protection for employees who may be in or pass through the work area.
6. Describe the methods Los Angeles Engineering, Inc. will use to inform contractors of this program.
7. Describe the method for the prompt, safe removal of injured workers from the jobsite.

Los Angeles Engineering, Inc. will be continually reviewing the Fall Protection Program to ensure its effectiveness and it is important that each employee gives his/her full cooperation in the successful promotion of this program.

A. Identification of Fall Hazards in the Work Area

Fall hazards in the work area can be located at the edge of the roofline, during the hoisting of materials from ground level, during repair or replacement of elevated components, working on scaffolding, while working on powered elevated work platforms or in designated confined space.

B. Method of Fall Arrest or Fall Restraint to be Provided

1. While working over an open skylight, near a roofline, or on a powered elevated work platform, an American National Standard (ANSI) Class III full body harness with a shock-absorbing lanyard will be used as fall restraint. Only one shock-absorbing lanyard may be used with a Class III full body harness.

2. While working on rolling scaffolding, a harnesses and lanyards will not be required if the scaffolding is inside and has locked wheels, standard guardrails, and toeboards on the exposed sides and/or ends.

3. Harnesses must have an ANSI tag including the name of the manufacturer and date (anything over five years old must not be used).

4. While working over an open skylight, near a roofline or on a powered elevated work platform, an ANSI Class III Full Body Harness with a shock-absorbing lanyard will be used as fall restraint. Only one shock-absorbing lanyard may be used with a class

C. Assembly, Maintenance, Inspection and Disassembly of the Fall Protection System to be Used

1. Standard guardrails will be erected, inspected, and maintained by Owner. Some operations conducted by employees, such as hoisting, will involve the temporary removal of sections of the guardrails to gain access. Open guardrail areas must not be left unattended for any length of time, and must be replaced immediately. Temporary guardrails may be erected by Los Angeles Engineering, Inc. employees or its subcontractors, and these guardrails will be constructed to meet the minimum requirements.

2. Fall arrest equipment including Class III full body harnesses, shock absorbing lanyards and all rigging devices will be inspected by the employee using the equipment prior to the commencement of operations (see the section entitled "Fall Protection Equipment Inspection & Maintenance Procedures").

3. Any defective equipment will be taken to the supervisor for further evaluation and turned in for repair or destroyed as appropriate.

4. Tube and coupler scaffolding with standard guardrails will only be used In most cases the scaffolding will be erected by subcontractor employees.

   There may be some jobsites where multiple level scaffolding will be needed. In such cases, scaffolding will be erected by a competent person under the direction of the subcontractor or a Los Angeles Engineering, Inc. superintendent.

5. Scaffolding must meet the requirements of the Occupational Safety and Health Administration. Applicable OSHA standards are:

   California: 8CCR Subchapter 4, Article 21 and 22

   Federal: 29 CFR 1926.451

   Some critical items are:

   a. Scaffolding must be erected and used only on a firm base.

   b. Scaffolding platforms must be made of aluminum planking, reinforced plywood with diagonal bracing, or dimension lumber in

good condition and secured from shifting. Platforms must also be fitted to fill the scaffolding frames.

c. An access ladder or the equivalent must be provided.

d. Wheels must be in good condition and lockable in order to prevent the movement of the scaffold.

e. Scaffolding must be inspected by a competent person before the start of the job, when assembled, and when disassembled. All defective parts must be destroyed immediately.

f. No employees are to be allowed on a rolling scaffolding while it is in motion.

D. Correct Procedures for Handling, Storage, and Securing of Tools and Materials.

1. All fall protection equipment must be stored in the proper location. Fall protection equipment will be picked up from the tool box by the using employee, inspected and returned to the tool box after the work the shift is over. Employees will immediately advise the supervisor if any damage to the equipment has occurred. Prior to checking out a safety harness, the Los Angeles Engineering, Inc. employee must first get approval from his/her Supervisor and must demonstrate verbally and visually the proper use of the safety harness.

2. Tools will be secured as follows:

   a. Tool belts will be used to carry hand tools to the elevated work surfaces.

   b. Tools too large for the tool-belt will either be hand carried or raised by rope, pulley, or handed up by another worker to the elevated work surface if the work surface is more than six (6) feet above the floor.

   c. When working at or over the edge of an open skylight, roofline, and/or platform where there may be danger to other workers or to the general public from falling tools or material, the tool or the material must be securing to prevent falling to lower elevations.

d. Large tools, such as skill-saws, will be secured to scaffold guardrails when these tools are used on scaffolding platforms.

E. Method of providing overhead protection to those who may be in or pass through the area below the work area.

1. Warning signs or tapes must be used at ground level when there may be a possibility that employees, other workers, or the general public may be in or pass through, the area below in the hoisting or work area.

2. Scaffolding with appropriate decking must be used where the general public may be exposed to hoisting to prevent or lessen the possibility of injury due to falling objects.

3. Scaffolding work platforms must have a No. 18 screen installed securely between the toeboard and the guardrail at all locations where employees must work below the scaffold work platform.

4. The area above the scaffolding will be decked over at all points where employees may be working immediately under other employees or workers.

F. Informing Contractors

The Los Angeles Engineering, Inc. superintendent and/or project manager will be reviewing the Los Angeles Engineering, Inc. Fall Protection Program with the contractor (s) prior to performing work involving a potential fall hazard as defined by this program (Section A, Identification of Fall Hazards in the Work Area) and/or related to the contractor's work. The contractor and their employees designated to perform work must show competence in (i.e., documented training, etc.) using fall protection. Los Angeles Engineering, Inc. will also inform contractors of any applicable safety rules and provisions of the emergency action plan. The contractor will ensure that each of their employees follows all applicable work practices and safety rules.

G. Method of Prompt, Safe Removal of Injured Workers

1. If an employee is injured, evaluation of the condition will be made by the supervisor and designated first aid responder.

2. If the injured workers' condition appears to be serious or if rescue calls are required for professional (fire department rescue or paramedic) help, the supervisor or a designated person will call and request immediate assistance.

3. The supervisor will conduct an accident investigation a soon as possible and provide appropriate action to prevent the reoccurrence of the accident. Should the accident involve the failure of any fall protection device, scaffold or equipment, the supervisor will immediately remove the damaged equipment from service and retain the equipment in the supervisor's possession until further evaluation of the equipment has been completed.

H. Supervisors will Conduct site Fall Protection Training

1. New employees will be oriented to the Los Angeles Engineering, Inc. Fall Protection Program as part of the New Employee Orientation Program.

2. All Los Angeles Engineering, Inc. employees will be retrained in the Fall Protection Program on an annual basis.

3. Los Angeles Engineering, Inc. employees will sign off on all safety training related to fall protection.

4. Any employee who has not received appropriate training in Los Angeles Engineering, Inc. Fall Protection Program will not be allowed to work above grade level until the employee has been trained and thoroughly understands the program.

5. The Fall Protection Program is based on published standard concerning this matter, which are considered to be a minimum program. Los Angeles Engineering, Inc. Fall Protection Program has been designed to exceed the minimum.

Fall Protection Equipment Inspection and Maintenance Procedures

Harness Inspection

Harnesses are made to perform to standards set by the Occupational Safety and Health Administration (OSHA) and the American National Standard Institute (ANSI). The standards provide for the strength, durability, and dependability while satisfying a wide range of job requirements.

To maintain a service life of approximately five (5) years, all harnesses should be inspected frequently. Visual inspection before each usage is simply common sense.

Fall protection equipment must be inspected daily and replaced immediately if any of the defective conditions explained below are found to exist during such routine inspection.

Inspection Procedure

Beginning at one end and holding the body side of the harness towards you, grasp one area of the harness with your hands approximately 6 to 8 inches apart. Bend the strap in an inverted "U" shape; the resulting surface tension makes damaged or cut fibers easier to spot.

Follow this procedure the entire length of the belt of the harness. Watch for frayed edges, broken fibers, bulled stitches, or cuts caused by chemical damage.

Special attention should be given to the attachment of buckles and D-rings to webbing. Note any unusual wear, frayed or cut fibers, or distortion of the buckles or D-rings.

Look for frayed or broken strands. Broken webbing strands generally appear as tufts on the webbing surface. Any broken, cut or burned stitches will be readily seen.

The rivets should be tight and unable to be moved by fingers. The body side rivet base and the outside rivet burr should be flat against the material. Bent rivets will fail under stress.

Note especially the condition of the D-ring rivets and the D-ring metal wear pads, if any. Discolored, pitted, or cracked rivets indicate chemical corrosion.

The tongue or billet of bolts received heavy wear from repeated buckling and unbuckling. Inspect the buckle frame and move it freely back and forth in its socket. The roller should turn freely on the frame. Check also for distortion and sharp edges.

Friction Buckle - Inspect the buckle for distortion. The center and outer bars must be straight. Pay special attention to the corners and the attachment points of the center bar.

Sliding Bar Buckle - Inspect the buckle frame and sliding bar for cracks, distortion, or sharp edges. the sliding bar should move freely. The knurled edge will slip if worn smooth. Pay special attention to the corners and ends of the sliding bar.

Closely inspect the forged steel D-ring for cracks and other defects. Inspect the assembly of the D-ring to the body pad or D-saddle. If the D-ring can be vertically moved independently of the body pad or the D-saddle, the harness should be replaced.

Waist Strap - Inspect the assembly of the buckle to the waist strap. Check the threads and tongue buckle holes closely for excessive elongation. Check the waist strap for cuts or other deteriorating conditions. Never cut or punch additional holes in the waist strap or strength members.

A close inspection should be given to tool loops and belt sewing because broken or stretched loops can drop tools. Check the bag rings and knife snaps to see that they are secure and working properly and check tool loop rivets. Make sure that the tools are not adversely affecting the waist strap. Check for thread separation or rotting on both the inside and the outside of the body pad belt.

Make an inch-by-inch visual inspection for fiber laceration or stitch damage by flexing the strap in an inverted "U". Note any cuts, frayed areas, or corrosive damage.

Straps with friction buckles should be checked for slippage and sharp buckle edges. Those equipped with tongue buckle holes should be examined for excessive wear or elongation of the hole.

Snap hooks should be checked for distortion of the hook or the frame attachment to the belt. Cracks, corrosion, or pitted surfaces indicate an unsafe condition. The keeper (latch) should seat into the snap nose without binding or obstruction and the keeper spring should have sufficient force to close the keeper firmly.

All rivets should be tight, free of wear or distortion, and without cracks, sharp edges or corrosion.

Lanyard and Hardware Inspection

NOTE: Only shock-absorbing lanyard devices will be allowed on site.

When inspecting lanyards, begin at one end and work your way to the opposite end. Slowly rotate the lanyard so that the entire circumference has been checked. Spliced ends require particular attention. The hardware (i.e., snaps, D-ring, thimbles) should also be examined using the procedures outlined below.

Steel - While rotating the steel lanyard, watch for cuts, frayed areas, or unusual wear patterns on the wire. Broken strands will separate from the body of the lanyard.

Webbing - While bending the webbing over a pile or mandrel, observe each side of the webbed lanyard, which will reveal any cuts or breaks. Swelling, discoloration, cracks or

charring are obvious signs of chemical or heat damage. Observe the stitching carefully for any breaks.

Rope - Rotation of the rope lanyard while inspecting from one end to another will bring to light any fuzzy, worn, broken, or cut fibers. Areas weakened by extreme loads will appear as a noticeable change in original diameter. The rope diameter should be uniform throughout following a short breaking-in period. The strands should be separated and inspected since the rope may wear on the inside if grit or moisture becomes embedded.

Snaps - Inspect the snaps closely for hook and eye distortions, cracks, corrosion, or pitted surfaces. The keeper (latch) should seal into the nose without binding and should not be distorted or obstructed. The keeper spring should exert sufficient force to firmly close the keeper.

D-Rings - Check the D-rings and the D-ring metal pad (if any) for distortion, cracks, breaks, or rough or sharp edges. The D-ring bar should be at a 90 degree angle with the long axis of the belt and should pivot freely.

Thimbles - The thimble must be unmoving in the eyes of the splice, and the splice should have no loose or cut threads. The edges must be free of sharp edges, distortion, or cracks.

Cleaning - Basic care of all fall protection equipment will prolong the durable life of the unit and contribute towards its performance. Proper storage and maintenance after use is as important as cleaning the equipment of dirt, corrosive or contaminants. Storage areas should be clean, dry, and free of exposure to fumes or corrosive elements.

Wipe off all of the surface dirt with a sponge dampened with plain water. Squeeze the sponge dry. Dip the sponge in a mild solution of water and commercial soap or detergent. Work up a thick lather with a vigorous back and forth motion.

Wipe the belt dry with a clean cloth. Hang freely to dry away from excessive heat.

Bolts and other equipment should dry thoroughly without close exposure to heat, steam, or long periods of sunlight.

Mildly dirty cotton may be cleaned like nylon. For heavy dirt or grease, soak the belts in a solution of one tablespoon of grease cutter to one gallon of water. **Do not use a stronger solution.** After soaking, rinse once again and hand to dry.

Fall Protection Work Plan

This work plan should be implemented when required or when a project possesses a risk of fall out of the ordinary.

1. Los Angeles Engineering, Inc. will develop and implement a written fall protection work plan including each area of the workplace where the employees are assigned and where fall hazards of six (6) or more feet exists.

2. The fall protection work plan shall:

    a. Identify all fall hazards in the work area.

    b. Describe the method of fall arrest or fall restraint to be provided.

    c. Describe the correct procedures for the assembly, maintenance, inspection and disassembly of the fall protection system to be used.

    d. Describe the correct procedures for the handling, storage, and securing of tools and materials.

    e. Describe the method of providing overhead protection for workers who may be in or pass through the area below the worksite.

    f. Describe the method for the prompt and safe removal of injured workers.

    g. Be available on the jobsite for inspection by the department.

3. Prior to permitting employees into areas where fall hazards exist, the employer shall:

    a. Ensure that employees are trained and instructed in the items described in subsection 2a through 2g of this section.

    b. Inspect fall protection devices and systems to ensure compliance.

4. Training of employees are required by this section shall be documented and available on the jobsite.

Overview of Fall Restraint / Fall Arrest Systems

1. When employees are exposed to a hazard of falling from a location six (6) or more feet in height, the employer shall ensure that fall restraint or fall arrest systems are provided, installed, and implemented according to the following requirements.

2. Fall restraint protection shall consist of:

   a. Standard guardrails as described in OSHA 1926 or other applicable standards.

   b. Class III full body harness, depending on the requirements of the job, attached to securely rigged restraint lines. Here are the class descriptions.

Class I	Body Belt
Class II	Chest Harness
Class III	Full Body Harness
Class IV	Suspension/Position Belt

   (1) All lanyard hardware assemblies shall be capable of withstanding a tensile loading of 5,400 pounds without cracking, breaking, or taking a permanent deformation.

   (2) Rope grab devices are prohibited for fall restraint applications (unless they are part of a fall restraint system designed specifically for that purpose by the manufacturer) and used in strict accordance with the manufacturer's recommendations and instructions.

   (3) The employer shall ensure component compatibility.

(4) Components of fall restraint systems shall be inspected prior to each use for mildew, wear, damage, and other deterioration, and defective components shall be removed from service if their function or strength have been adversely affected.

(5) Anchorage points used for fall restraint shall be capable of supporting four (4) times the intended load.

(6) Restraint protection shall be rigged to allow the movement of employees only as far as the sides and edge of the walking/working surface.

3. Fall Arrest Protection shall consist of:

a. Full body harness

(1) An approved Class III full body harness shall be used.

(2) Body harness systems or components subject to impact loading shall be immediately removed from service and shall not be used again for employee protection unless inspected and determined by a competent person to be undamaged and suitable for use.

(3) All safety lines and lanyards shall be protected against being cut or abraded.

(4) Fall protection systems shall be rigged to minimize free-fall distance with a maximum allowed of six (6) feet and such that the employee will not contact any lower level.

(5) Hardware shall be drop forged, pressed or formed steel or made of materials equivalent in strength.

(6) Hardware shall have a corrosive-resistant finish, and all surfaces and edges shall be smooth to prevent damage to the attached body harness or lanyard.

(7) When vertical lifelines (droplines) are not used, not more than one employee shall be attached to any one lifeline.

(8) Vertical lifelines must reach the ground.

(9) Not more than one employee shall be attached to a single anchorage point.

(10) Full body harness systems shall be secured to anchorage's capable of supporting 5,400 pounds per employee.

(11) Vertical lifeline (dropline) shall have a minimum tensile strength of 5,400 pounds, except that self-retracting lifelines and lanyards which automatically limit free-fall distance to two feet or less shall have a minimum tensile strength of 3,000 pounds.

(12) Horizontal lifelines shall have a tensile strength capable of supporting a fall impact load of at least 5,400 pounds per employee using the lifeline, applied anywhere along the lifeline.

(13) Lanyards shall have a minimum tensile strength of 5,400 pounds.

(14) All components of body harness systems whose strength is not otherwise specified in Subsection 3 of this section shall be capable of supporting a minimum fall impact load of 5,400 pounds applied at the lanyard point of connection.

(15) No more than one (1) lanyard shall be worn with a fall protection system. Lanyards hooked together are subject to roll-out and can come apart easily.

(16) Snap hooks shall not be connected to loops made in webbing-type lanyards.

(17) Not more than one snap hook shall be connected to any one D-ring.

(18) Snap hooks may not be connected to each other.

(19) Full body harness systems shall be inspected prior to each use for mildew, wear, damage, and other deterioration, and defective components shall be removed from service if their function of their strength have been adversely affected.

b. Safety nets

(1) Safety nets shall be installed as close as practical under the walking/working surface on which employees are working, but in no case more than ten(10) feet below such a level.

(2) Safety nets shall extend outward at least eight (8) feet from the outermost projection of the work surface.

(3) Safety nets shall be installed with sufficient clearance under them to prevent contact with the surface or structures below when subjected to an impact force equal to the drop test specified in subsection (3)(b)(5) of this section.

(4) Safety nets and their installations shall be capable of absorbing an impact force equal to than produced by the drop test specified in subsection (3)(b)(5) of this section.

(5) Safety nets and their installations shall be drop-tested at the jobsite before use as a fall protection system. The drop test shall consist of a 400 (four hundred) pound bag of sand 30inches in diameter dropped into the net from the highest walking/working surface on which employees are to be protected.

(6) Safety nets shall be inspected weekly for mildew, wear, damage, and other deterioration, and defective components shall be removed from service.

(7) Materials, scrap pieces, and tools which have fallen into the safety net shall be removed as soon as possible from the net and at least before the next workshift.

(8) The maximum size of each safety net mesh opening shall not exceed 36 square inches nor be longer than six (6) inches on any side measured center-to-center of mesh ropes or webbing. All mesh crossing shall be secured to prevent enlargement of the mesh opening.

(9) Each safety net, or section of it, shall have a border rope for webbing with a minimum breaking strength of 5,400 pounds.

(10) Connections between the safety net panels shall be as strong as integral net components and shall be spaced not more than six (6) inches apart.

4. Droplines or lifelines used on areas where the lifelines may be subjected to cutting or abrasion, shall be a minimum of 7/8 inch wire core manila rope. For all other lifeline applications, a minimum of 3/4 inch manila or the equivalent, with a minimum breaking strength of 5,400 pounds shall be used.

5. Safety harnesses, lanyard, or droplines, independently attached or attended, shall be used while performing the following types of work when other equivalent type protection is not provided - work in hoppers, bins, silos, tanks, or other confined spaces.

Fall Restraint and Fall Arrest Definitions

Anchorage

A secure point of attachment for lifelines, lanyards, or deceleration devices that is capable of supporting four (4) times the intended load.

Approved Means

For the purpose of this section, tested and certified by the manufacturer or a recognized national testing laboratory, to possess the strength requirements specified in this section.

Catenary Line

See Horizontal Lifeline.

Competent Person

An individual knowledgeable of fall protection equipment, including the manufacturer's recommendations for the proper use, inspection and maintenance, who is capable of identifying existing and potential fall hazards, who has the authority to take prompt corrective action to eliminate those hazards, who is knowledgeable of the rules contained in this section regarding the erection, use, inspection, and maintenance of fall protection equipment and systems.

Continuous Fall Protection

The design and use of a fall protection system such that no exposure to an elevated fall hazard occurs. This may require more than one fall protection system or a combination of prevention or protection measures.

Drop Line

A vertical lifeline secured to an upper anchorage point for the purpose of attaching a lanyard or a device.

Fall Arrest System

The use of multiple, approved safety equipment components such as body harnesses, shock-absorbing lanyards, deceleration devices, droplines, horizontal and/or vertical lifelines and anchorages, interconnected and rigged to arrest a free-fall.

Fall Protection Work Plan

A written document in which the employer identifies all areas on the jobsite where a fall hazard of 6 feet or greater exists. The plan describes the method of fall protection to be utilized to protect employees, and includes the procedures governing the installation, use, inspection, and removal of fall protection method or methods which are selected by the employer.

Fall Restraint System

An approved device and any necessary components that function together to restrain an employee in such a manner as to prevent that employee from falling to a lower level. When standard guardrails are selected, compliance with applicable sections governing their construction and use shall constitute approval.

Fall Distance

The actual distance from the workers' support to the level where a fall would stop.

Full Body Harness

A configuration of connecting straps to distribute a fall arresting force over at least the thighs, shoulders, and pelvis, with provisions for attaching a lanyard, lifeline, or deceleration devices.

Full Body Harness System

A Class III full body harness and lanyard attached to an anchorage or attached to a horizontal or vertical lifeline which is properly secured to an anchorage(s) capable of withstanding the forces specified in the applicable sections.

Hardware

Snap hooks, D-rings, buckles, carbiniers, adjusters, and O-rings used to attach the components of a fall protection system.

Horizontal Lifeline

A rail, rope wire, or synthetic cable installed in a horizontal plane between two anchorages and used for the attachment of a worker's lanyard or lifeline device while moving horizontally - used to control dangerous pendulum-like swing falls.

Lanyard

A flexible line of webbing, rope, or cable used to secure a body belt or harness to a lifeline or to an anchorage point - usually 2, 4, or 6 feet in length.

Leading Edge

The advancing edge of a floor or roof.

Lifeline

A vertical line from a fixed anchorage or between two horizontal anchorages, independent of walking or working surfaces, to which a lanyard or device is secured. The line must reach the ground. The lifeline is referred to in this text is one which is part of a fall protection system used as back-up safety for an elevated worker.

Restraint Line

A line from a fixed anchorage or between anchorages to which an employee is secured in such a way as to prevent the worker from falling to a lower level.

Safety Line

See Lifeline.

Shock-Absorbing Lanyard

A flexible line, webbing, cable, or rope used to secure a body harness to a lifeline or anchorage point so that it has an integral shock absorber.

Standard Guardrail

A toprail approximately 42 inches high, a midrail installed between the top edge of the guardrail system and a toeboard with a minimum height of four (4) inches.

Static Line

See Horizontal Lifeline

Strength Member

Any component of a fall protection system which could be subject to loading in the event of a fall.

Unprotected Side and Edges

Any sides or edge (except at entrances to points of access) of a floor, roof, ramp, or runway where there is no wall or guardrail system.

Walking/Working Surface

Any area whose dimensions are 45 inches or greater in all direction through which worker pass or conduct work.

Work Area

The portion of a walking/working area where job duties are being performed.

Appendix 4 – Confined Space Entry Program

Confined Space Entry

Applicable OSHA Standards:
California: 8 CCR Subchapter 7 Article 108 Sections 5156-5159

1. PURPOSE & SCOPE

a. This program contains requirements for practices and procedures for Los Angeles Engineering, Inc. to protect employees from the hazards of entry into permit-required confined spaces.

b. This program applies to all employees and subcontractors working within company controlled worksites.

2. DEFINITIONS

a. "Attendant" means an individual stationed outside a permit-required confined space who monitors the authorized entrants and who performs all attendants' duties assigned in the employer's permit-required confined space program.

b. "Authorized entrant" means an employee who is authorized by the company to enter a permit space.

c. "Confined space" means a space that:

1. Is large enough and so configured that an employee can bodily enter and perform assigned work; and

2. Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and

3. Is not designed for continuous employee occupancy

4. Or has inadequate ventilation

d. "Entry" means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

e. "Entry supervisor" means the person (such as the foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this company.

f. "Isolation" means the process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout or tagout of all sources of energy; or blocking or disconnecting all mechanical linkages.

3 GENERAL

a) The Site Supervisor shall evaluate the workplace to determine if any spaces are permit-required confined spaces. The client may provide a list when working at remote locations.

b) If the workplace contains permit spaces, the Project Superintendent in conjunction with the Site Safety Supervisor/Representative and the client, shall inform exposed employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the permit spaces.

NOTE: A sign reading *DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER* or using other similar language would satisfy the requirement for a sign.

c) If the Site Supervisor decides that company employees will not enter permit spaces, effective measures shall be taken to prevent employees from entering the permit spaces.

d) If the Site Supervisor decides that company employees will enter permit spaces, a site specific written permit space program shall be developed and implemented in accordance and compliance with the company's and client's confined space entry procedures. The written program shall be available for inspection by employees.

e) When there are changes in the use or configuration of a non-permit confined space that might increase the hazards to entrants, the employer shall reevaluate that space and, if necessary, reclassify it as a permit-required confined space.

f) A space classified by the employer as a permit-required confined space may be reclassified as a non-permit confined space under the following procedures:

i) If the permit space poses no actual or potential atmospheric hazards and if

all hazards within the space are eliminated without entry into the space, the permit space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated.

ii) If it is necessary to enter the permit space to eliminate hazards, such entry shall be performed under paragraphs (d) through (k) of this section. If testing and inspection during that entry demonstrate that the hazards within the permit space have been eliminated, the permit space may be reclassified as a non-permit confined space for as long as the hazards remain eliminated.

iii) The employer shall document the basis for determining that all hazards in a permit space have been eliminated, through a certification that contains the date, the location of the space, and the signature of the person making the determination. The certification shall be made available to each employee entering the space or to that employee's authorized representative.

iv) If hazards arise within a permit space that has been declassified to a non-permit space, each employee in the space shall exit the space. The employer shall then reevaluate the space and determine whether it must be reclassified as a permit space, in accordance with other applicable provisions.

g) When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.

h) If the Site Supervisor has reason to believe that the measures taken under the permit space program may not protect employees, the supervisor shall revise the program to correct deficiencies found to exist before subsequent entries are authorized. The company Safety Coordinator shall be informed about any such action and assist the Site Supervisor as needed in the revisions.

Examples of circumstances requiring the review of the permit space program include:

i) any unauthorized entry of a permit space,

ii) the detection of a permit space hazard not covered by the permit,

iii) the detection of a condition prohibited by the permit,

iv) the occurrence of an injury or near-miss during entry,

v) a change in the use or configuration of a permit space, and / or

vi) Employee complaints about the effectiveness of the program.

4 ENTRY PROCEDURE GUIDELINES

a) The following guidelines are provided to assist the Site Supervisor in preparing for the entry.

b) Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.

c) Lockout /Tag out procedures must be followed during a permit-required confined space entry.

d) All entrants must wear a safety harness with retrieval rope attached to the d-ring on the back of the harness.

Note: More often, it is the responsibility of the client to prepare a confined space for entry. Procedures must be developed to ensure that information concerning the preparation of confined spaces by the client is communicated to company personnel.

e) When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.

f) Before an employee enters the space, the internal atmosphere shall be tested, with a calibrated direct-reading instrument, for the following conditions in the order given:

i) Oxygen content,

ii) Flammable gases and vapors, and

iii) Potential toxic air contaminants.

g) The entry supervisor who performs monitoring of the confined space shall notify entrants of the potential hazards and monitoring results. Entrants shall be involved and participate in the process of reviewing the written permit and signing of the permit.

h) Employees or their representatives are entitled to request additional monitoring at any time during the confined space entry operation.

i) Individuals shall not enter a confined space that is immediately hazardous to life

or health. Initial testing to determine potential hazards that require entry shall have an approved and documented *Standard Operating Procedure* with a two-level approval -- one of which must be the Site Superintendent and the other the Client Onsite Supervisor.

j) There shall be no hazardous atmosphere within the space whenever any employee is inside the space.

k) An employee may not enter the space until the forced air ventilation has eliminated any hazardous atmosphere. The forced air ventilation shall be so directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space. The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space.

l) The atmosphere within the space shall be continually tested to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere and providing sufficient oxygen to the worker.

m) If a hazardous atmosphere is detected during entry, each employee shall leave the space immediately. The space shall be evaluated to determine how the hazardous atmosphere developed and measures shall be implemented to protect employees from the hazardous atmosphere before any subsequent entry takes place.

n) The entry supervisor shall verify that the space is safe for entry and that the pre-entry measures required by this company program have been taken, through a written certification that contains the date, the location of the space, and the signature of the person providing the certification. The certification shall be made before entry and shall be made available to each employee entering the space. This can be accomplished by means of an entry permit provided by the client.

o) The Site Supervisor shall designate the persons who are to have active roles (as, for example, authorized entrants, attendants, entry supervisors, or persons who test or monitor the atmosphere in a permit space) in entry operations, identify the duties of each such employee, and provide each such employee with the training required by this company program.

p) This company shall provide at least one attendant outside the permit space into which entry is authorized for the duration of entry operations.

q) If multiple spaces are to be monitored by a single attendant, include in the permit program the means and procedures to enable the attendant to respond to an emergency affecting one or more of the permit spaces being monitored without distraction from the attendant's responsibilities under this program;

r) The Site Superintendent in conjunction with the company Safety Coordinator and the client shall develop and implement procedures for summoning rescue and emergency services, for rescuing entrants from permit spaces, for providing necessary emergency services to rescued employees, and for preventing unauthorized personnel from attempting a rescue. Emergency equipment must be inspected prior to any entrance into the confined space.

s) If an entrant is in need of rescue, the attendant's sole responsibility is to sound the alarm to evacuate any other entrants and summon emergency personnel. Under no circumstance shall an attendant enter the confined space by himself.

t) Before entry begins, the entry supervisor identified on the permit shall sign the entry permit to authorize entry.

u) The completed permit shall be made available at the time of entry to all authorized entrants, by posting it at the entry portal or by any other equally effective means; so that the entrants can confirm that pre-entry preparations have been completed.

v) All entrants must be signed in and out by the attendant every time they enter or exit the confined space.

w) The duration of the permit may not exceed the time required to complete the assigned task or job identified on the permit.

x) The entry supervisor shall terminate entry and cancel the entry permit when:

   i) The entry operations covered by the entry permit have been completed; or

   ii) A condition that is not allowed under the entry permit arises in or near the permit space.

   iii) The work area emergency system is activated

y) When the company arranges to have employees of another employer (contractor) perform work that involves permit space entry, the company shall:

i) Inform the contractor that the workplace contains permit spaces and that permit space entry is allowed only through compliance with a permit space program meeting the requirements of this company program;

ii) Apprise the contractor of the elements, including the hazards identified and the company's experience with the space, that makes the space in question a permit space;

iii) Apprise the contractor of any precautions or procedures that the company has implemented for the protection of employees in or near permit spaces where contractor personnel will be working;

iv) Coordinate entry operations with the contractor, when both company personnel and contractor personnel will be working in or near permit spaces.

v) Debrief the contractor at the conclusion of the entry operations regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during entry operations.

5 TRAINING

a) The company shall provide training so that all employees whose work is regulated by company and OSHA safety requirements for entering and working in confined spaces shall acquire the understanding, knowledge, and skills necessary for the safe performance of the duties assigned under this section.

b) The training shall establish employee proficiency in the duties required by this section and shall introduce new or revised procedures, as necessary, for compliance with this program.

c) The employer shall certify that the training required by this program has been accomplished. The certification shall contain each employee's name, the signatures or initials of the trainers, and the dates of training. The certification shall be available for inspection by employees and their authorized representatives.

e) The company Safety Coordinator shall ensure that training is provided so that all employees whose work is regulated by this company program acquire the understanding, knowledge, and skills necessary for the safe performance of the duties assigned under this section.

f) Training shall be provided to each affected employee:

i) Before the employee is first assigned duties under this company program;

ii) Before there is a change in assigned duties;

iii) Whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained;

iv) Whenever the Site Supervisor has reason to believe either that there are deviations from the permit space entry procedures required by this company program or that there are inadequacies in the employee's knowledge or use of these procedures.

g) The training shall establish employee proficiency in the duties required by this company program and shall introduce new or revised procedures, as necessary, for compliance with this section.

h) The Site Supervisor shall certify that the training required by this company program has been accomplished. The certification shall contain each employee's name, the signatures or initials of the trainers, and the dates of training. The certification shall be available for inspection by employees.

i) The training shall include the following:

i) Duties of authorized entrants:

(2) Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

(3) Properly use equipment as required by the permit.

(4) Communication method used with the attendant as necessary to enable the attendant to monitor entrant status and to enable the attendant to alert entrants of the need to evacuate the space.

(5) Alert the attendant whenever the entrant recognizes any warning sign or symptom of exposure to a dangerous situation, or the entrant detects a prohibited condition;

(6) Exit from the permit space as quickly as possible whenever an order to evacuate is given by the attendant or the entry supervisor, the entrant recognizes any warning sign or symptom of exposure to a dangerous situation, the entrant detects a prohibited condition, or an evacuation alarm is activated.

ii) Duties of attendants:

(2) Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

(3) Is aware of possible behavioral effects of hazard exposure in authorized entrants;

(4) Continuously maintains an accurate count of authorized entrants in the permit space and ensures that the means used to identify authorized entrants who are in the permit space is accurate;

(5) Remains outside the permit space during entry operations until relieved by another attendant;

(6) Communicates with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space.

(7) Monitors activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions:

(a) If the attendant detects a prohibited condition;

(b) If the attendant detects the behavioral effects of hazard exposure in an authorized entrant;

(c) If the attendant detects a situation outside the space that could endanger the authorized entrants; or

(d) If the attendant cannot effectively and safely perform all the duties required under this company program.

(8) Summon rescue and other emergency services as soon as the attendant determines that authorized entrants may need assistance to escape from permit space hazards;

(9) Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:

(a) Warn the unauthorized persons that they must stay away from the permit space;

(b)Advise the unauthorized persons that they must exit immediately if

they have entered the permit space;

(c) Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space;

(d) Performs non-entry rescues as specified by the site specific written program rescue procedure; and

(e) Performs no duties that might interfere with the attendant's primary duty to monitor and protect the authorized entrants.

iii) Duties of entry supervisors:

(1) Knows the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;

(2) Verifies, by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin;

(3) Terminates the entry and cancels the permit as required;

(4) Verifies that rescue services are available and that the means for summoning them are operable;

(5) Removes unauthorized individuals who enter or who attempt to enter the permit space during entry operations; and

(6) Determines, whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space that entry operations remain consistent with terms of the entry permit and that acceptable entry conditions are maintained.

6 EMEGENCY RESPONSE & RESCUE

a) The Site Supervisor shall confirm in advance the availability of rescue and emergency services for immediate danger to life and health situations (IDLH) and have phone numbers available at the work location.

b) The Site Supervisor shall also ensure that there is a reliable method of communication available at the work location (land-line telephone, cellular telephone, two-way radio) for summoning rescue and emergency services should they be needed.

c) If rescue and emergency personnel are not able to respond to a call for assistance in a timely manner, the Site Supervisor shall obtain competent confined space rescue personnel to standby at the work location while confined space operations are in progress.

d) Rescue personnel shall be trained, properly equipped and authorized by the Site Supervisor to perform this service. Unauthorized personnel shall be prohibited from attempting a rescue.

e) When third-party rescue services are utilized for standby at the work location, service personnel shall be allowed to survey the confined space work location, select and obtain specialized equipment as required, and decline the standby assignment if that is their choice.

f) When rescue and emergency services are being provided by the host employer, this must be stipulated and specified in the written contract that the host employer has accepted and signed.

g) All personal protective equipment required when authorized and qualified employees perform rescue and emergency services shall be provided by the company at no cost to the individual employees assigned to this duty.

h) When authorized and qualified company employees provide rescue and emergency services at confined space entry work locations, these individuals shall be provided with training and hands-on practice rescues at least annually.

7 WRITTEN PROGRAM REVIEW

The Los Angeles Engineering HR Department shall review the permit space program, using the canceled permits retained within one year after each entry and revise the program as necessary, to ensure that employees participating in entry operations are protected from permit space hazards.

Appendix 5 – Lock Out Tag Out Program

Lock Out Tag Out

Applicable Standards
California: **8 CCR, Subchapter 7, Group 2, Article 7, Section 3314**

Overview

Each employee is responsible for ensuring that the equipment on which he or she is working is properly locked out. THE SUPERVISOR, HOWEVER, IS RESPONSIBLE FOR THE ENFORCEMENT OF THIS POLICY! Each employee has the duty and the responsibility to properly lock out the equipment on which he or she works.

NO employees shall attempt to work on any equipment or machine until:

1. All sources of potentially hazardous energy have been identified. Hazardous energy includes not only electrical, but also kinetic, Thermal, hydraulic, spring, chemical, pneumatic and gravity.

2. The equipment is completely isolated from any source of energy. To do this thoroughly, you must use drawings to determine what devices need to be locked, since many systems have more than one source of energy, or have energy storage devices such as capacitors.

3. All equipment, lighting fixtures, mobile equipment, power hand tools, and all tools, machines, and equipment will be isolated from any source of energy with a personal locking device prior to the start of work.

The following program is the Los Angeles Engineering, Inc., Lockout/ Tagout Program. This program will provide our workers with specific details on how to properly lockout a system.

It is the policy of Los Angeles Engineering, Inc., to only work on properly de-energized, lock out systems at ALL times.

Although Los Angeles Engineering, Inc., supervisory personnel will control and enforce the Lockout/Tagout policy and procedures, it is each employee's duty and responsibility to ensure that a system on which he or she is working is properly locked out.

PURPOSE

The purpose of this program is to:

A. Prevent injury to our employees, other trades' employees, and members of the general public by eliminating the hazards of unexpected release of energy;

B. Comply with applicable State and Federal regulations, i.e.

- Federal Code 1910.147
- California General Industry 3203, 3314, 6004
- Construction Safety Orders 2320.4 thru 2320.6, 2530.86

C. Educate our employees to utilize appropriate lockout or tagout devices and energy isolation devices in order to disable machines and equipment to prevent an unexpected energization, start-up, or releases of stored energy, which could cause injury.

SCOPE

This program applies to:

A. All workplaces activities, including constructing, installing, setting up, adjusting, inspecting, modifying, testing, maintaining and servicing machines or equipment.

B. Any employee whose work activities involve possible exposure to potentially hazardous release of energy. This includes Los Angeles Engineering, Inc., Inc. employees, and our subcontractors.

C. All sources of potentially harmful energy, including but not limited to spring, electrical, gravity, hydraulic, air, pneumatic, or chemical.

D. All equipment and machinery utilizing energy in its operation, whether owned by Los Angeles Engineering, Inc. or client owned.

E. This program is not intended to prohibit the troubleshooting or corrective type of work, by qualified persons using special precautionary measures as specified by OSHA, the equipment manufacturer and the equipment owner.

REQUIREMENTS AND RESPONSIBILITIES

Before proceeding with work on any machine, the person performing the work shall utilize the following safety measures, in the order they are listed.

APPLICATION OF LOCKOUT DEVICE

1. Become familiar with the types and magnitudes of energy, the hazards of the energy, and the means to control the energy. Beware of stored energy, such as that energy stored in springs, storage tanks, and capacitors.

2. Notify all affected personnel before shutting down, and assure that the proper shutdown procedure is used.

3. All energy isolating devices (breakers, values, dampers) that are needed to control the energy to the machine or equipment shall be located. Use the proper device to isolate the machine from the energy source (shut the valve, open the breaker, etc.)

4. Lockout devices shall be affixed in a manner that will hold the energy-isolating devices in the open (OFF) position. Los Angeles Engineering, Inc., maintains a variety of lockout kits that can be used to cover breakers, disconnects, valve handles, and plugs.

5. Prior to the installation any lockout device, all potentially hazardous stored energy must be relieved, disconnected, restrained or otherwise rendered safe. This may require the bleeding of air and hydraulic systems; blocking springs or gravity-fed devices; locking and/or covering rotating blades or flywheels.

6. Prior to starting work on equipment that has been locked out, verify that isolation and de-energizing of the equipment has been accomplished by operating normal operating controls, such as; push "Start" button. Be sure to return operating controls to "Neutral" or "Off" position after the test. Very often, the breaker or disconnect is improperly labeled.

7. Test that the equipment is de-energized with test equipment. For most our work, a voltmeter is used. Test the meter on an active circuit to ensure that it is in working condition. Test the system on which you want to work: re-test

8. Each person working on a system should use his or her own lock, with only one key. This may require a hasp that will accept multiple locks.

9. The lock shall have a tag with it that identifies whose lock it is; how he or she can be reached, and the date and time the lock was placed.

Note: Under no circumstance shall a Los Angeles Engineering, Inc., employee or any subcontractor remove a lockout device that they themselves did not install. Failure to comply with this directive shall be grounds for immediate termination.

REMOVAL OF LOCKOUT DEVICE

When the work is completed and the machine or equipment is ready to return to normal operating conditions, the following steps shall be taken:

1. Check the machine or equipment and the immediate area to ensure that all tools, equipment, and non-essential items have been removed and that the components are correctly installed and operational.
2. Check the work area to ensure that all personnel have been safely positioned and informed that the machine is about to become operational. Make sure to check inside tanks, drums, vaults, and other areas where employees, tools, and equipment could remain.
3. Verify that the controls are not turned on.
4. Remove your lockout device, if another lockout devices are still on the circuit do not remove it. ONLY the employee who installed it shall remove the lockout device.
5. Notify affected personnel that the equipment is going to be energized and ready to operate.

6. When the employee is not available to remove his lock, the locks may be removed under the direct supervision of the field supervisor, provided that the field supervisor has:
    a) Positively verified that the employee who applied the lock is not at the facility;
    b) Thoroughly examined the machine or equipment and the surrounding area to assure that all tools and excess material is removed, and that the equipment or machine is ready to be energized.
    c) Made every reasonable effort to contact and inform the employee that the lock is being removed;
    d) Taken positive steps to assure that the employee is made aware of the lock removal before returning to work.

EQUIPMENT, MATERIAL, AND HARDWARE:

1. Each employee working on locked out equipment shall have a uniquely keyed, individualized lock installed on the isolating device

2. Locking devices shall be of durable construction and the capability of withstanding exposure to the atmosphere in which they are to be installed

3. Locking devices shall be of substantial construction and capable of preventing removal without the use of excess force or special tools

4. Locking devices shall be identified with the company name, employee name, employee's foreman's name and the date of initial lock out activity

5. Each lock shall have a hazard warning tag with a statement such as "DO NOT ENERGIZE, DO NOT START, DO NOT OPERATE etc.

CLIENT LOCKOUT/TAGOUT PROCEDURES:

1. Clients may have Lockout/Tagout procedures more or less stringet than the procedure described above however; employees of LAE and its subcontractors are required to comply with the provision of THIS program as a MINIMUM. In cases where the client's or subcontractor's program is more stringent and restrictive than this one, the client's or subcontractor's program will be followed.

2. It is the responsibility of the field supervisor to communicate with the client's representative and agree on which rules of Lockout/Tagout will prevail

3. If the client's Lockout/Tagout program is to be followed, the client shall instruct all Los Angeles Engineering employees and its subcontractors who are required to follow their program PRIOR to the start of any work requiring lockout/tagout.

EMPLOYEE TRAINING, INFORMATION AND COMPLIANCE:

1. Field supervisors are responsible for informing and training employees of the appropriate sections of this program. In particular, employees shall be trained in the following:

    a. Sources, types and magnitude of hazardous energy available on the equipment where work will take place

    b. Purposes, means, methods and procedures of energy isolation and control

    c. Work of other trades nearby may also require lockout and tagout precautions, attempts to re-start or re-energize machines lockout or tagged by others is strictly prohibited

2. Training shall take place at the following times:

    a. Repeated at the weekly safety meetings

    b. Whenever starting a new job on equipment that will require lockout/tagout

    c. When the Lockout/Tagout Program is changed

    d. When Los Angeles Engineering is required to follow another program

3. Training of each employee shall be documented

4. Employees failing to comply with the requirements of this and other safety programs and rules are subjected to disciplinary action; including warning, suspension and/or termination.

PROGRAM EFFECTIVENESS

1. An on-going review of the program shall be made to ensure that all requirements and responsibilities are being followed and that all employees are trained and informed.

2. When necessary, the program will be revised to correct deficiencies and to enhance its effectiveness.

Establishment	Date Range	Office	State
Los Angeles Engineering	01/02/2008 to 11/15/2013	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 |

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Results 1 - 1 of 1
By Date

		Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	*314864661*	03/14/2013	0950641	CA	Accident	Partial	1623	237110	4	Los Angeles Engineering Inc

Establishment	Date Range	Office	State
Granite Construction	01/02/2008 to 11/15/2013	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.

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By Date

		Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	*317132397*	10/01/2013	0950651	CA	Planned	Complete	1442	212321	1	Granite Construction Company
☐	2	*317132363*	09/26/2013	0950651	CA	Planned	Complete	1442	212321	1	Granite Construction Company
☐	3	*317131696*	07/22/2013	0950651	CA	Planned	Complete	1442	212321	1	Granite Construction Company
☐	4	*317077139*	05/21/2013	0950612	CA	Accident	Partial	1442	212321	2	Granite Construction Co.
☐	5	*316211325*	04/03/2013	0950633	CA	Accident	Partial	1442	212321	1	Granite Construction
☐	6	*314447400*	09/13/2011	0950651	CA	Planned	Complete	1429	212319	1	Granite Construction Company
☐	7	*311729461*	03/16/2010	0950651	CA	Planned	Complete	1442	212321	2	Granite Construction Company

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Inspection: 317077139 - Granite Construction Co.

Inspection Information - Office: Ca San Jose

Nr: 317077139 Report ID:0950612 Open Date: 05/21/2013

Granite Construction Co.
Espinosa Rd. & Hwy. 101
Salinas, CA 93907 Union Status: Union
SIC: 1442/Construction Sand and Gravel
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: 715 Comstock St., Santa Clara, CA 95054

Inspection Type: Accident
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 07/18/2013
Emphasis: S:Construction (Cship) Close Case:

Related Activity: Type ID Safety Health
Accident 102845906
Accident 102845898

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				5		5
Current Violations				2		2
Initial Penalty				4875		4875
Current Penalty				1950		1950
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001	Other	3203 A02	07/19/2013	08/05/2013	$975	$975	$0	08/08/2013	I - Informal Settlement
2.	01002	Other	49930001 A02 A	07/19/2013	08/05/2013	$975	$975	$0	08/08/2013	I - Informal Settlement
Deleted 3.	01003	Other	49930001 A03 B	07/19/2013	08/05/2013	$0	$975	$0	08/08/2013	I - Informal Settlement
Deleted 4.	01004	Other	4999 F01	07/19/2013	08/05/2013	$0	$975	$0	08/08/2013	I - Informal Settlement
Deleted 5.	01005	Other	4999 F02	07/19/2013	08/05/2013	$0	$975	$0	08/08/2013	I - Informal Settlement

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www.OSHA.gov

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Inspection: 316211325 - Granite Construction

Inspection Information - Office: Ca San Bernardino

Nr: 316211325 Report ID:0950633 Open Date: 04/03/2013

Granite Construction
7451 Mojave Rd
Twentynine Palms, CA 92203 Union Status: Union
SIC: 1442/Construction Sand and Gravel
NAICS: 212321/Construction Sand and Gravel Mining
Mailing: 38000 Monroe St, Indio, CA 92203

Inspection Type: Accident
Scope: Partial Advanced Notice: N
Ownership: Private
Safety/Health: Safety Close Conference: 09/26/2013
Close Case:

Related Activity: Type ID Safety Health
Accident 102755246

	Violation Summary					
	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty				5000		5000
Current Penalty				5000		5000
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	01001	Other	342 A	09/26/2013	10/01/2013	$5000	$5000	$0	10/14/2013	-

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Standard Cited: 342 A *(18B-CA) Work-Connected Fatality/Injury Reporting*

Violation Items		
Nr: 316211325 Citation: 01001 Issuance: 09/26/2013 ReportingID: 0950633		
Viol Type: Other	NrInstances: 1	Contest Date: 10/14/2013
Abatement Date: 10/01/2013 I	Nr Exposed:	Final Order:
Initial Penalty: 5000.00	REC:	Emphasis:
Current Penalty: 5000.00	Gravity:	Haz Category:

CITY OF OXNARD CALIFORNIA

Meeting Date: 12/03/2013

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

Prepared By: Todd Housley, Environmental Resources Superintendent TH Agenda Item No. K-1

Reviewed By: City Manager KRB City Attorney RA Finance JC Public Works

DATE: November 20, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director R.R.
Public Works Department

SUBJECT: **Agreement for Waste Disposal at the Simi Valley Landfill between the City of Oxnard and Waste Management of California (WMC), Incorporated (Agreement No. A-7618)**

RECOMMENDATION

Approve and authorize the Mayor to execute an Agreement for Waste Disposal at the Simi Valley Landfill with Waste Management of California, Incorporated (WMC) for an estimated annual amount of $4,469,400 based on 130,000 tons disposed per year (Agreement No. A-7618).

SUMMARY

On October 1, 2013, the City Council approved an agreement between the City of Oxnard and the Ventura Regional Sanitation District (VRSD) which commits the City to deliver 48% (approximately 120,000 tons) of its annual waste to the Toland Road Landfill (Toland). At the same meeting on October 1, 2013, staff recommended that the Council approve an agreement with WMC which proposed committing 52% (approximately 130,000 tons) of the City's annual waste to Simi Valley Landfill. Council continued the item and directed staff to return to negotiations with WMC due to concern over Section 3.2 of the proposed agreement. As directed, staff returned to negotiations with WMC regarding the language in Section 3.2 of the proposed agreement. On October 15, 2013, staff returned to Council with a recommendation to approve the agreement with WMC with the same terms proposed on October 1, 2013, as WMC was unwilling to change the language in Section 3.2. At the October 15, 2013 meeting, Council again expressed concern over the language in the agreement. Council also received comments from a representative of Chiquita Landfill (Chiquita) regarding options for receiving waste at $25.50 per ton and using "tipper" trailers to increase the amount of tonnage delivered per truck trip. A representative from WMC also attended and offered to adjust the language in Section 3.2 from 180 days for "termination for convenience" to 60 days under the pricing model proposed at the time.

Council continued the item and instructed staff to consider the information presented, to re-enter into negotiations with WMC and to initiate negotiations with Waste Connections, Inc. (owner of Chiquita). Staff was also instructed to provide more detailed analysis in the staff report including the potential use of "tipper" trailers in waste transferred from Del Norte.

DESCRIPTION

The Simi Valley Landfill (Simi) is owned and operated by WMC and is located at 2801 Madera Road in Simi Valley. It has been in operation since 1970. In 1972, the site began operations under the Ventura Regional County Sanitation District (now Ventura Regional Sanitation District, VRSD). In 1981, WMC purchased the landfill and received approval to expand the permitted operating life of the facility. The landfill is permitted for the daily waste capacity of 3,000 tons and is permitted to operate through 2054. Since November of 1997, the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) has used Simi as its primary landfill for solid waste disposal service. Each year until recently, approximately 210,000 refuse tons were hauled from the Del Norte Facility to Simi. This represented approximately 82% of the refuse transferred from the Del Norte Facility.

The previous agreement for waste disposal at Simi with WMC expired on February 1, 2013. Prior to the expiration, staff began negotiating with WMC and VRSD with a goal of achieving an agreed-upon equitable disposal fee and waste flow commitment between the two Ventura County landfills while maintaining a status quo disposal cost to Oxnard refuse utility rate payers. Though the agreement between the City and WMC has expired, WMC continues to honor the pricing and has not enforced the "put-or-pay" clause during negotiations.

On October 1, 2013, the City Council approved an agreement between the City of Oxnard and VRSD which commits the City to deliver 48% (approximately 120,000 tons) of its annual waste to the Toland Road Landfill (Toland). At the same meeting on October 1, 2013, staff recommended that the Council approve an agreement with WMC which proposed committing 52% (approximately 130,000 tons) of the City's annual waste to Simi. Council continued the item and directed staff to return to negotiations with WMC due to concern over Section 3.2 of the proposed agreement. Section 3.2 stated that in the event Toland should close, the City of Oxnard shall be required to take all of its annual waste to Simi until the agreement expires on November 14, 2020 or after 180 days should the City elect to "terminate for convenience." Toland and Simi are the only two landfills within Ventura County. Toland is 46 miles round trip from the Del Norte Facility and Simi is 52 miles round trip from the Del Norte Facility.

As directed, staff returned to negotiations with WMC regarding the language in Section 3.2 of the proposed agreement. On October 15, 2013, staff returned to Council with a recommendation to approve the agreement with WMC with the same terms proposed on October 1, 2013. Staff informed Council that WMC was unwilling to remove or change the language in Section 3.2, but that the City remained protected through Section 2.3, which allows "termination for convenience" after 180 days notice by either party. Staff also informed Council that except for the annual CPI and regulatory "pass through" increases, the City remained protected in terms of pricing until the agreement terminated on November 14, 2020 or the City elected to "terminate for convenience" and 180 days elapsed. Council was also informed that staff would begin discussions with Chiquita in Los Angeles County to develop a contingency plan to provide options to the City should Toland or Simi close for any reason. Chiquita had not been previously considered as a primary option for the City's waste due to the round trip distance of 86 miles or 92 miles (depending upon route) and its location outside of Ventura County.

Council again expressed concern over the language in the proposed WMC agreement. Though staff believed that the City remained protected through the Section 2.3 "termination for convenience" language, Council objected that the City would still be locked into the agreement for an additional 180 days. Council also initiated a discussion on alternative transportation methods—specifically "tipper" trailers that appeared to make Chiquita more attractive as a primary option to the City's waste disposal needs. At the meeting, Council heard from representatives from both Simi and Chiquita. The representative from Chiquita offered to accept the City's waste for $25.50 per ton from both walking floor and "tipper" trailers. The representative from Simi offered to reduce the "termination for convenience" time frame from 180 days to 60 days under the pricing model proposed at the time. This pricing model was based upon a percentage scale and assigned a price of $28.82 per ton for receiving 52% of the refuse transferred from Del Norte.

Given the new information, Council directed staff to again return to negotiations with WMC and to also analyze the viability of Chiquita as an option for the City's waste by using "tipper" trailers. Per Council's instructions, staff has continued negotiations with WMC and initiated negotiations with Waste Connections, Inc. concerning Chiquita. Staff has received a formal offer from Waste Connections, Inc. to receive refuse transferred from Del Norte at $25.50 per ton. WMC has also modified their proposal. WMC is now offering to receive waste transferred from Del Norte at $27.07 per ton regardless of percentage. This is a reduction of $1.75 per ton over their previous offer of $28.82 per ton in the 52% column. Though WMC offered to reduce the "termination for convenience" time frame from 180 days to 60 days at the October 15, 2013 Council meeting, they have returned to the original 180 days under the new pricing model.

After discussions with both companies and confirmation of delivery costs for the City's Environmental Resources Division and the City's contracted hauler, Ecology, Inc., staff has determined that WMC provides the best value for Oxnard utility rate-payers. The per-ton and annual costs of disposal and transportation for each landfill from Del Norte are summarized in the following tables.

PROPOSED DISPOSAL AND HAUL COSTS PER TON

Landfill	Disposal Rate Per Ton	City Haul Cost Per Ton	Ecology Haul Cost Per Ton	Total Costs Per Ton City / Ecology
Chiquita	$25.50	$10.85	$10.79	$36.35 / $36.29
Simi Valley	$27.07*	$7.31	$8.88	$34.38 / $35.95

*formerly $28.82 per ton under previous pricing model

PROPOSED TOTAL ANNUAL COSTS FOR 52% OF CITY'S TONNAGE

Landfill	Delivered Tonnage	Total Disposal Per Ton / City	Total Disposal Per Ton / Ecology	Total Annual Cost City / Ecology
Chiquita	130,000	$36.35	$36.29	$4,725,500 / $4,717,700
Simi	130,000	$34.38	$35.95	$4,469,400 / $4,673,500

Based upon the costs summarized in the above tables, WMC provides the best cost value for the City of Oxnard utility rate payers. The City is projected to save $256,100 annually using City transfer vehicles to haul waste to Simi versus Chiquita. The City is projected to save $44,200 annually using Ecology to haul waste to Simi versus Chiquita. The City also avoids approximately 125,464 annual truck miles and the associated trips and greenhouse gas emissions. The use of both "tipper" trailers and walking floor trailers was considered in these calculations.

Cost alone is not always the only factor that determines which option is the best overall value to the City's utility rate payers. Distance, turn-around time, and a comparison between the use of walking floor trailers or "tipper" trailers are but a few of the additional factors staff considered in their evaluation. An attempt to provide a narrative for each of these additional factors can quickly become convoluted. The table below better demonstrates a direct comparison of other important factors used in staff's evaluation.

Proposal Elements	Simi Valley Landfill	Chiquita Landfill
Round-trip Distance from Del Norte	52 miles	92 miles / 84 miles*
Round Trip Travel Time from Del Norte, Including Dumping	1.8 hours	2.5 hours
Price per Ton (waste only)	$27.07	$25.05
Freight Price per Ton Using City Transfer Vehicles	$7.31	$10.85
Freight Price per Ton Using Ecology	$8.88	$10.79
Proposed Contract Term	7 years (November 14, 2020 expiration)	3-5 years, but flexible
Cost Escalators	Annual CPI plus regulatory pass-thrus	2% annual or CPI (whichever is greater) plus regulatory pass-thrus
Terminate for Convenience	Yes, with 180 days notice	Yes, with 60 days notice
Receives Biosolids	Yes	No
Trailers Accepted	Walking floors, with tippers planned for future operations	Walking floors and Tippers

*there are two routes, but only one (1) minute difference in turn-around time

At the October 15, 2013 meeting, Council heard comments regarding the benefits of using "tipper" trailers over using walking floor trailers and requested further analysis from staff. The City's current transfer fleet is exclusively comprised of walking floor trailers. Ecology also uses only walking floor trailers when transferring waste to Toland and Simi because neither landfill currently has the infrastructure to receive "tipper" trailers. Ecology does have "tipper" trailers in their fleet, but again due to the infrastructures of Del Norte, Toland and Simi, there is no option to use the "tipper" trailers. Because of this, there has not been any need for staff to analyze scenarios using "tipper" trailers. Since Council directed staff to explore options with Chiquita at the October 15, 2013 meeting, staff has recently made a detailed analysis of the possibilities of their use.

The main benefit of using "tipper" trailers over walking floor trailers lies in the "tipper" trailer's ability to haul an average of three (3) tons more per load. Further review of the Environmental Resources Division transfer operations data showed that the actual average weight per trip was 19.84 tons. At the October 15, 2013 Council meeting, staff estimated this average to be 18.5 tons. This means that on average, and under optimum waste compaction scenarios, at "tipper" trailer would average 22.84 tons per trip. An alternative way of expressing this would be to state that for every seven (7) trips in a walking floor trailer, only six (6) trips would be required of a "tipper." "Tipper" trailers are also approximately $10,000 less to purchase. The actual realized benefits of using "tipper" trailers over walking floor trailers vary due to the uniqueness of each organization and their available infrastructures.

To the contrary, there are limitations involved in using "tipper" trailers when compared to walking floor trailers. Walking floor trailers can be more versatile than "tipper" trailers depending upon the unique needs of an organization and the infrastructures in place. In the case of the City of Oxnard, walking floor trailers currently provide more options than "tipper" trailers. This will become more apparent when operation of the Del Norte Facility transitions to the City on February 1, 2014. Walking floor trailers can be used to back haul recyclables and green waste from the vicinities of our contracted landfills to deliver to the Del Norte Facility for processing. A "tipper" trailer may haul an average of three (3) additional tons per trip, but that advantage is more than erased when you are forced to make an empty return trip where a walking floor can return loaded. Walking floor trailers are 100% useable to and from a destination, 100% of the time. A "tipper" trailer can only be used to haul to and from a destination if the infrastructure exists at both destinations. This is not the case with the City of Oxnard and the facilities it currently uses. In order for "tipper" trailers to be as viable as walking floor trailers for the City of Oxnard, a "tipper" device would have to be installed at the Del Norte Facility. Costs range between $350,000 and $500,000 for this capital improvememt. Also, walking floor trailers can be used by the Environmental Resources Division to haul tires and other specialized waste to processing facilities. Finally, since the infrastructure at the City of Oxnard and its currently contracted facilities is based upon the exclusive use of walking floor trailers, any move in the direction of using "tipper" trailers would cause the City to be 100% dependent upon a private hauler to perform the "tipper" hauling. This is of concern at this time due to several factors.

On January 1, 2014, new diesel emmissions standards take effect in the State of California. These new requirements will reduce the private hauler fleet availability. On October 31, 2013, the Los Angeles County Sanitation District closed the Puente Hills Landfill. Up until its closing, this was the largest landfill in the United States. Los Angeles County Sanitation District is now processing that same volume of waste at a Materials Recovery Facility at the former landfill site and is using transfer trucks to send that waste to landfills in Orange County. In summary, more waste agencies are competing for a smaller private hauler transfer fleet. The City's only option to compensate for this crisis will be to make capital investments into trailers that can, in the situation of the City of Oxnard, only be used to haul waste one way. While we would achieve an additional three (3) tons on average per load in limited cases, the benefits of doing so are more than erased when compared to the versatility currently provided by our walking floor fleet. Again, this becomes especially important once the City begins operation of the Del Norte Facility on February 1, 2014.

Having carefully considered the proposals provided by WMC and Waste Connections, Inc.; evaluating all of the factors affecting waste delivery; and analyzing the pros and cons of using "tipper" trailers in all areas of the City's Environmental Resources operations, staff believes that WMC provides the best value for the City of Oxnard utility rate payers. Additionally, staff recognizes that there is merit to pursuing an agreement with Waste Connections, Inc. as a contingency for waste delivery should Toland or Simi close for any reason. Staff can return at a future meeting to recommend approval of such an agreement. Finally, staff will continue to evaluate efficiencies in all areas of the operations including the use of "tipper" trailers and other potential cost saving processes and equipment.

FINANCIAL IMPACT

The first year annual value of this Agreement is $4,469,400 based on 130,000 tons at a disposal fee of $27.07 and a haul cost of $7.31 per ton ($34.38 per ton total). This represents a $227,500 savings compared to the previous proposal from WMC at $28.82 and a haul cost of $7.31 per ton ($36.13 per ton total). There are sufficient funds appropriated in the Processing and Disposal function of the Solid Waste Enterprise Fund 631-6304 for the transport and disposal costs at Simi.

Attachment No. 1 – Agreement No. A-7618

Agreement No. A-7618

AMENDED AND RESTATED
AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES
BETWEEN
THE CITY OF OXNARD AND
WASTE MANAGEMENT OF CALIFORNIA, INC.

THIS AGREEMENT is made this __ day of November, 2013 by and between the City of Oxnard, a California municipal corporation ("City") and Waste Management of California, Inc., a California corporation ("Owner"). This Agreement amends and restates in its entirety the "Agreement For Solid Waste Disposal Services Between the City of Oxnard and Waste Management of California, dated September 25, 2001 ("Prior Agreement"), the "First Amendment to Agreement For Solid Waste Disposal Services Between the City of Oxnard and Waste Management of California," dated September 25, 2006 ("First Amendment"), the "Second Amendment to Agreement For Solid Waste Disposal Services Between the City of Oxnard and Waste Management of California," dated September 20, 2011 ("Second Amendment"), and the "Third Amendment to Agreement For Solid Waste Disposal Services Between the City of Oxnard and Waste Management of California," dated February 7, 2012 ("Third Amendment").

RECITALS

WHEREAS, Owner is the owner and operator of the Simi Valley Landfill and Recycling Center (the "Facility") and City desires to dispose of Residual Solid Waste and Municipal Solid Waste at the Facility on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, City may desire to deliver ADC Material and Biosolids to the Facility; and

WHEREAS, Owner agrees to grant such right to dispose of Residual Solid Waste, Municipal Solid Waste, ADC Material or Biosolids at the Facility on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the parties agree as follows.

1. DEFINITION OF TERMS

1.1. Agreement. "Agreement" means this "Amended and Restated Agreement between City and Owner for Solid Waste Disposal Services Between the City of Oxnard and Waste Management of California, Inc." dated as of the Effective Date (as defined herein), including all exhibits and attachments, and any amendments hereto.

1.2. ADC Fee. "ADC Fee" means the amount to be charged by Owner for acceptance of ADC Material at the Facility, which shall include all federal, state and local fees imposed on the Facility as of the Effective Date, but shall exclude the County Integrated Waste Management Planning Disposal Fee.

1.3. Alternative Daily Cover Material. "Alternative Daily Cover Material" or "ADC Material" means processed Yard Waste or Construction Debris that is suitable for use as alternative daily cover at the Facility in accordance with the requirements of 27 CCR §20690. In order to qualify as ADC Material, processed Yard Waste must be delivered to the Facility within forty-eight (48) hours of its receipt by the City.

1.4. Biosolids. "Biosolids" means residual solids and semi solids from the treatment of water or wastewater, from which free liquid has been evaporated or otherwise removed, or organic and inorganic non-hazardous grit and screenings captured by mechanical or hydraulic methods, from City's publicly-owned wastewater and water treatment plants,

and which is acceptable for disposal at the Facility.

1.5. City. "City" means the City of Oxnard, a California municipal corporation.

1.6. Bulky Waste. "Bulky Waste" means large appliances, furniture, pipes, poles, large concrete sections, tree stumps and other similar waste materials with weights or volumes that would require additional handling at the landfill.

1.7. CalRecycle. "CalRecycle" means the California Department of Resources, Recycling and Recovery, or any successor state agency.

1.8. CPI. "CPI" means the Consumer Price Index, All Urban Consumers for the Los Angeles, Riverside, Orange County Metropolitan Area, 1982-1984 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics.

1.9. Change in Law. "Change in Law" means the occurrence of any change in law applicable to the performance of this Agreement as follows:

1.9.1.1. The adoption, promulgation, modification, or change in law, regulation, or judicial or administrative interpretation occurring after the Effective Date which adoption, promulgation, codification, or change affects the performance of this Agreement, other than laws with respect to taxes based on or measured solely by net income, or any unincorporated business, payroll, or employment taxes; or

1.9.1.2. Any action, resolution, order or judgment of any federal, state or local court, administrative agency or governmental body issued after the Effective Date if:

1.9.1.2.1. such action, resolution, order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon

or of any third party for whom the party relying thereon is directly responsible; and

1.9.1.2.2. the party relying thereon, unless excused in writing from so doing by the other party, shall make or have made, or shall cause or have caused to be made reasonable efforts in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party); or

1.9.1.3. Any action, resolution, order or judgment made by a governmental authority or agency having authority over the Facility that imposes new or different material conditions in connection with the issuance, renewal, or modification of any permit or related agreement required for the development or operation of the Facility.

1.10. Construction Debris. "Construction Debris" means waste building materials resulting from construction, remodeling, repair or demolition operations.

1.11. Del Norte Facility. "Del Norte Facility" means the solid waste handling facility owned by City that separates some portion of incoming commingled Municipal Solid Waste into marketable recyclables, or separates mixed recyclables.

1.12. Designated Waste. "Designated Waste" shall have the meaning set forth in Section 13173 of the California Water Code. California Water Code section 13173 provides:

"Designated waste" means either of the following:(a) Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Section 25143 of the Health and Safety Code or (b) Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste

management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.

1.13. Disposal. "Disposal" means the final disposition of Residual Solid Waste hereunder at the Facility or other duly permitted disposal facility

1.14. Disposal Fee. "Disposal Fee" means the amount to be charged by Owner for disposal of Residual Solid Waste, Municipal Solid Waste or Biosolids at the Facility, which shall include all federal, state and local fees imposed on the Facility as of the Effective Date, but shall exclude the County Integrated Waste Management Planning Disposal Fee.

1.15. Effective Date. "Effective Date" is November ___, 2013.

1.16. Environmental Laws. "Environmental Laws" means all federal and state statutes, county and City ordinances concerning public health, safety and the environment including, by way of example and not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Emergency Planning and Community Right to Know Act, 42 U. S. C. Section 1101 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Act, California Health & Safety Code Section 25100 et seq.; the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the Safe. Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 et seq.; and the California Clean Air Act, Health and Safety Code Sections 39000 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.17. Facility. "Facility" means the Simi Valley Landfill and Recycling Center in Ventura County, California.

1.18. Garbage. "Garbage" means putrescible animal, fish, food, fowl, fruit or vegetable matter, or any product thereof, resulting from the preparation, storage, handling or consumption of such substances.

1.19. Generator(s). "Generator(s)" means any person(s) whose act or process initially produces Municipal Solid Waste, Designated Waste, Hazardous Waste, Medical Waste or any other waste product which becomes part of the waste stream.

1.20. Hazardous Waste. "Hazardous Waste" means:

1.20.1.1. All substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act (42 U.S.C. Section 3251 et seq.), as amended, including the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) and all further amendments thereto or regulations promulgated thereunder; and

1.20.1.2. All substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Health and Safety Code Sections 25110.02, 25115, and 25117, and future amendments to recodifications of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Section 2521; and,

1.20.1.3. Radioactive wastes.

If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "Hazardous Waste", for purposes of

processing and disposal to land, the broader, more encompassing definitions shall be employed for purposes of this Agreement.

1.21. Medical Waste. "Medical Waste" means those materials defined in Health and Safety Code Section 117690 and does not include waste identified as not being medical wastes in Section 117700.

1.22. Municipal Solid Waste. "Municipal Solid Waste" means all putrescible and non-putrescible solid and semi-solid waste material, including but not limited to Garbage, Construction Debris and Rubbish, that is authorized for disposal at the Facility pursuant to the Environmental Laws, the permits or other approvals issued to the Facility, or any contracts between the Owner and any governmental entity having authority over the Facility relating to the operation of the Facility. Municipal Solid Waste does not include Bulky Waste, waste tires, Hazardous Waste, Designated Waste, liquid waste, asbestos, Medical Waste, sewage, sewage sludge, abandoned automobiles, or Yard Waste.

1.23. Non-Conforming Waste. "Non-Conforming Waste" means Bulky Waste, waste tires, Hazardous Waste, Designated Waste, liquid waste, asbestos, Medical Waste, sewage, sewage sludge, abandoned automobiles or Yard Waste; any waste materials not authorized for disposal at the Facility pursuant to (i) the Environmental Laws, (ii) the permits or other approvals issued to the Facility, or (iii) any contracts between the Owner and any governmental entity having authority over the Facility relating to the operation of the Facility; and any waste materials not constituting Municipal Solid Waste as defined herein.

1.24. Owner. "Owner" means Waste Management of California, Inc., which owns and operates the Facility.

1.25. Person. "Person" includes an individual, firm, association, organization, partnership, corporation, joint venture, the United States, the State of California, municipality, political subdivision, governmental agency, or any other entity whatsoever.

1.26. Recycling Facility. "Recycling Facility" means a facility owned or operated by the City located within the City that is a "Recycling Center" as set forth in Title 14, California Code of Regulations, Section 17402.5(d).

1.27. Residual Solid Waste. "Residual Solid Waste" means Municipal Solid Waste remaining for disposal after processing at the Del Norte Facility or at another Recycling Facility.

1.28. Rubbish. "Rubbish" means all waste wood, wood products, printed materials, paper, pasteboard, rags, straw, used and discarded clothing, packaging materials, ashes from residential burning, floor sweepings, and glass.

1.29. Sustainability Fee. "Sustainability Fee" means the fee imposed on the Facility under Article 3 of that certain agreement entitled "Addendum Agreement for a Sustainability Fee at the Simi Valley Landfill and Recycling Center" between Owner and the County of Ventura, dated July 19, 2011, assessed on materials received at the Facility originating from any point outside the geographic boundaries of Ventura County but within the State of California.

1.30. Term. "Term" means the Term of this Agreement, including both the Initial Term and any Successive Term.

1.31. Ton. "Ton" means a short ton of 2,000 pounds avoirdupois.

1.32. Yard Waste. "Yard Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees, and similar organic materials, scrap lumber, wood crating, pellets, wood chips, and similar materials.

2. TERM OF AGREEMENT

2.1. Term. The initial Term of this Agreement shall begin as of the Effective Date and shall continue until the close of business on November 14, 2020 (the "Initial Term"). Thereafter, this Agreement may be extended beyond the Initial Term for one or more additional terms (the "Successive Term"), for a time period to be determined by the parties, upon mutual written agreement of the parties made not less than sixty (60) days prior to the end of the Initial Term or any Successive Term.

2.2. Effect of Prior Agreement and Amendments. Commencing on the Effective Date, the parties shall have no further rights or obligations under the Prior Agreement or the First Amendment, Second Amendment, or Third Amendment, except that any indemnity obligations based on claims arising during the effective period of the Prior Agreement and First Amendment, Second Amendment or Third Amendment shall survive their expiration.

2.3. Termination for Convenience. Notwithstanding any provision to the contrary, both the City and Owner may terminate this Agreement for convenience, without cause or penalty, upon one hundred eighty (180) days written notice to the other. Owner is obligated to carry out all obligations under this Agreement up to and including the date of termination for convenience and the City is obligated to pay Owner for amounts due and owing under this Agreement up to and including the date of termination for convenience. Nothing herein is intended to and nothing herein shall be construed to restrict the parties' rights in the event of a default. In the event of a default, the parties' rights shall be determined by applicable law, applied to the terms and provisions of this Agreement.

2.4. Regular Meetings. During the Term, Owner and City shall upon request by either, meet to discuss issues of service at the Facility, as well as any other issues that may arise under this Agreement.

3. RIGHTS AND OBLIGATIONS OF CITY

3.1. Residual Solid Waste; Municipal Solid Waste.

3.1.1. City has the right, but not the obligation, to deliver or cause to be delivered to the Facility Residual Solid Waste from the Del Norte Facility or another Recycling Facility, up to and including the entire amount of Residual Solid Waste Generated at such facilities. City may also deliver other Municipal Solid Waste generated within the City and collected by the City and transported directly to the Facility for Disposal.

3.1.2. As of the date of this Agreement, City estimates the amount of Resiual Solid Waste and Municipal Solid Waste to be delivered to the Facility is approximately 350 tons per calendar day and 10,600 tons per calendar month. This is a non-binding estimate used solely for the purpose of assisting Owner's operation of the Facility. City will use commercially reasonable efforts to deliver Residual Solid Waste and Municipal Solid Waste on a reasonably uniform basis, and further agrees to provide Owner with reasonable notice if it anticipates an increase or decrease of fifty percent (50%) or more by weight in the amount of Residual Solid Waste or Municipal Solid Waste to be delivered on a daily basis.

3.1.3. Deliveries by City will be made by means of (i) transfer trailers originating at the Del Norte Facility, or (ii), solely with respect to Municipal Solid Waste generated within the corporate limits of City, roll-off containers, including double box roll-off containers originating at a location certified as a Recycling Center by CalRecycle, unless the parties agree in writing to other types of transport vehicles or other points of origin.

3.2. Limitation of City's Use of Disposal Facilities. Owner's commitment to accept Residual Solid Waste and Municipal Solid Waste without any delivery commitment, and at the rates set forth in Section 5.1, is expressly predicated and conditioned upon the City's commitment to not utilize any other site for the disposal of these materials other than the Facility or the Toland Road Landfill, owned and operated by the Ventura Regional Sanitation District. This commitment from City is considered as an essential part of the consideration for Owner entering into this Agreement under the terms and conditions set forth herein. During the Initial Term or any Successive Term, City shall not, directly or indirectly, dispose or cause the disposal of any Residual Solid Waste or Municipal Solid Waste at a disposal site other than the Facility or the Toland Road Landfill. In the event that either of these sites is closed or otherwise become unavailable to City, City shall direct Residual Solid Waste and Municipal Solid waste to the remaining disposal site, to the extent that capacity is available at the remaining disposal site. City may only utilize another disposal site in the event that the Facility and Toland Road Landfill, collectively, have insufficient capacity to receive Residual Solid Waste or Municipal Solid Waste generated by the City.

3.3. Alterntive Daily Cover Material. City may deliver and Owner may accept deliveries of ADC Material. Prior to initiating deliveries, City shall notify Owner in writing or by telephone of its desire to deliver ADC Material, and the estimated daily and monthly amounts to be delivered on a daily and monthly basis. Thereafter, the parties agree to undertake good faith negotiation as to the amount of ADC Material that can be delivered and accepted, and the ADC Fee.

3.4. Biosolids.

3.4.1. City's Right to Deliver Biosolids. The City has the right, but not the obligation, to deliver Biosolids to the Facility. Owner's acceptance of Biosolids is subject to City completing and abiding by the terms of a waste profile for the material, demonstrating that the material may be accepted for disposal at the Facility in accordance with

applicable law.

3.4.2. The City shall provide Owner with an estimate of Biosolids to be delivered to the Facility on a daily and monthly basis, and, in addition, shall provide Owner with at least three (3) business days notice if it anticipates a substantial increase (i.e., fifty percent (50%) or more) in the amount of Biosolids to be delivered by City on a daily or monthly basis.

4. OBLIGATIONS OF OWNER

4.1. Residual Solid Waste, Municipal Solid Waste and Biosolids. Owner is obligated to receive the Residual Solid Waste, Municipal Solid Waste and Biosolids delivered to the Facility by City for disposal on each operating day the Facility is open, subject to and in accordance with the terms of this Agreement. Owner shall immediately advise City by telephone or facsimile of any situation, event or circumstance that results in a partial of complete inability to perform Owner's obligation to accept Residual Solid Waste, Municipal Solid Waste or Biosolids delivered to the Facility in accordance with the terms of this Agreement. Owner shall use its best efforts to resume normal operations at the Facility as soon as possible.

4.2. Alternative Daily Cover Material. Owner shall use reasonable efforts to ensure that all ADC Material delivered by the City is utilized as alternative daily cover, and that the City receives diversion credit, consistent with its operational needs for such material.

4.3. Monthly Report. Owner shall provide City with a monthly report regarding the amount of Residual Solid Waste, Municipal Solid Waste, ADC Material and Biosolids delivered to the Facility by City for each month.

4.4. Measurement. Owner shall maintain a scale system at the Facility. Owner shall make available to City the following information with respect to each delivery of Residual Solid Waste, Municipal Solid Waste, ADC Material and Biosolids: (1) calendar date; (2) time of day; (3) vehicle identification; and (4) total number of tons of Residual Solid Waste, Municipal Solid Waste, ADC Material and Biosolids delivered to the Facility and accepted by Owner. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. The tonnage used to calculate the Disposal Fee and ADC Fee shall be based on the weight of each loaded truck measured at the weight scales described below minus the certified tare weight for each truck. City shall establish the tare weight of each truck, subject to verification by Owner using the Facility scale system. City shall allow Owner to provide a number or device to be inserted in or on each truck that will identify the truck to the scale attendant, or an automated scanner, or to provide such other device or means necessary to identify trucks using an unattended, automated system.

4.5. Disposition of Non-Conforming Waste. City and Owner shall implement procedures to identify, prevent the delivery of, or reject Non-Conforming Waste delivered to the Facility. If Owner discovers Non-Conforming Waste delivered to the Facility, Owner shall immediately notify City. Notwithstanding the provisions of Section 9.5, such notice may be given either verbally or by facsimile to the office of City's Solid Waste Superintendent. Except as emergency conditions require, or except as required by the Facility's permits or the Environmental Laws, City shall have the first opportunity to immediately remove such refused or rejected materials. If said Non-Conforming Waste is not removed from the Facility within one business day from the date of Owner's initial notice to City (or, in the event removal within one business day is not possible despite diligent efforts by City, an additional reasonable period of time for City to diligently pursue such removal), Owner may arrange for transportation and disposal of the Non-Conforming Waste, with the reasonable costs thereof to be borne by City. In addition, Owner shall recover from City all other

reasonable costs, fines and penalties incurred as the result of the delivery of Non-Conforming Waste to the Facility.

4.6. Title and Ownership. Title, ownership and responsibility for Residual Solid Waste and ADC Material shall pass from City to Owner at the time of unloading and acceptance of the material at the Facility; provided that title, ownership and responsibility for Non-Conforming Waste shall remain with City at all times.

4.7. Days and Hours of Operation. Subject to its permit and Ventura County contractual limits on daily tonnage, Owner shall operate the Facility for the receipt and disposal of Residual Solid Waste in accordance with the following schedule:

4.7.1. Monday through Saturday, from 7:00 a.m. to 4:00 p.m., and Sundays as mutually agreed upon. Closed on the following holidays: New Year's Day, Thanksgiving Day, Christmas, Memorial Day, Fourth of July, Labor Day. Notwithstanding the above, the Facility will be opened for one-half day on Memorial Day, Fourth of July and Labor Day at no additional cost to City upon seven days' advance written notice from City, provided, however, that City delivers not less than 400 tons of Residual Solid Waste to the Facility. In the event City does not deliver 400 tons of Residual Solid Waste, City shall reimburse Owner the additional cost of such extended operating hours, as determined by Owner in its reasonable judgment.

4.7.2. Subject to conditions in its permits restricting operating hours, and other legal constraints, Owner shall reasonably cooperate with City to receive deliveries at other times, and in particular when necessary because of natural disasters or other special circumstances. The additional cost of such extended operating hours shall be borne by City. Such additional cost shall be mutually agreed upon by both parties in advance.

5. COMPENSATION TO OWNER

5.1. Disposal Fee.

5.1.1. Residual Solid Waste and Municipal Solid Waste. For Residual Solid Waste and Municipal Solid Waste delivered to the Facility and accepted by Owner, City shall pay a Disposal Fee of $27.07 per ton.

On or before the 10th of each month, City will provide Owner with a report identifying the amount of Residual Solid Waste delivered to the Facility, and the combined amount of Residual Solid Waste directly or indirectly transported for disposal from the Del Norte Facility during the prior calendar month.

The Disposal Fee includes all fees and charges in effect as of the Effective Date, except for the Countywide Integrated Waste Management Plan disposal fee ("CIWMP Fee"). City shall in addition to the amounts set forth above, as adjusted, pay Owner the applicable CIWMP Fee, to the extent such fee is or becomes imposed on or payable by the Facility.

5.1.2. Biosolids. For Biosolids delivered to the Facility and accepted by Owner, City shall pay the Disposal Fee set forth in Section 5.1.1, as adjusted, plus a surcharge of $20.32 per ton for special handling, as adjusted. The Disposal Fee includes all fees and charges in effect as of the Effective Date, except for the CIWMP Fee. City shall in addition to the amounts set forth above, as adjusted, pay Owner the applicable CIWMP Fee, to the extent such fee is applicable or becomes imposed on or payable by the Facility.

5.1.3. Residual Solid Waste, Municipal Solid Waste and Biosolids Originating Outside Ventura County but Within the State of California. For Residual Solid Waste,

Municipal Solid Waste and Biosolids delivered to the Facility and accepted by Owner originating from outside Ventura County but within the State of California, City shall pay the Disposal Fee set forth in Sections 5.1.1 or 5.1.2 (as adjusted), as the case may be, any CIWMP Fee, and in addition the Sustainability Fee. Currently, the Sustainability Fee is four dollars ($4.00) per ton. The Sustainability Fee will be charged based on the disposal reporting information submitted by City to Owner and Ventura County, which is due no later than 75 days following the end of the previous quarter, as required by 14 CCR sections 18809.1-11. Owner will invoice City for any Sustainability Fee amounts within 15 days from receipt of report, with payment in accordance with Section 5.7.

5.2. ADC Fee.

5.2.1. For ADC Material delivered to the Facility and accepted by Owner, City shall pay an ADC Fee in the amount agreed to by the parties in accordance with Section 3.3.

5.2.2. The ADC Fee includes all fees and charges in effect as of the Effective Date, except for the CIWMP Fee. City shall in addition to the amounts set forth above, as adjusted, pay Owner the applicable CIWMP Fee, to the extent such fee is or becomes imposed on or payable by the Facility.

5.2.3. For ADC Material delivered to the Facility and accepted by Owner originating from outside Ventura County but within the State of California, City shall pay the ADC Fee, any CIWMP Fee, and in addition the Sustainability Fee, to the extent applicable. Currently, the Sustainability Fee is eight percent (8%) of the ADC Fee. The Sustainability Fee will be charged based on the disposal reporting information submitted by City to Owner and Ventura County, which is due no later than 75 days following the end of the previous quarter, as required by 14 CCR sections 18809.1-11. Owner will

invoice City for any Sustainability Fee amounts within 15 days from receipt of report, with payment in accordance with Section 5.7.

5.3. Fee for Other Wastes. Notwithstanding any other provision of this Agreement, City and Owner may make separate agreements as to service and fees relating to waste materials other than Residual Solid Waste, Municipal Solid Waste, Biosolids or ADC Material, including, but not limited to, Construction Debris, Bulky Waste, Designated Waste, or Yard Waste.

5.4. New or Increased Taxes, Fees and Charges. The Disposal Fee or ADC Fee shall be adjusted from time to time to allow Owner to recover City's pro rata share of any new or increased fees (to the extent they become imposed on or payable by the Facility), assessments or taxes (not including income taxes and ad valorem property or possessory interest taxes, which are the responsibility of Owner), imposed directly on landfill solid waste disposal or use of alternative daily cover by any State, Local or Federal governments after the Effective Date (collectively, the "Additional Fees"), upon thirty day's advance written notice from Owner and a statement of basis for the adjustment. Notwithstanding the above, if any new or increased fees results in a Disposal Fee increase greater than 10%, City shall have the right within thirty (30) days of receipt of Owner's written notice to request that Owner negotiate in good faith regarding changes in services, or other terms and conditions, to mitigate the impact of the proposed increase. If negotiations are not successfully concluded within sixty (60) days following Owner's receipt of the City's written request, City shall have the right to give a one hundred and eighty (180) day notice of termination and terminate this Agreement. In the event City elects to terminate this Agreement there shall be no Disposal Fee increase for the then-remaining term of the Agreement.

5.5. Change in Law. The Disposal Fee or ADC Fee shall be adjusted from time to time to allow Owner to recover City's pro rata share of any increased costs of operation of the Facility arising from a Change in Law, upon thirty (30) day's advance written notice from

Owner and a statement of basis for the adjustment. Notwithstanding the above, if a change in law results in a Disposal Fee increase greater than 10%, City shall have the right within thirty (30) days of receipt of Owner's written notice to request that Owner negotiate in good faith regarding changes in services, or other terms and conditions, to mitigate the impact of the proposed increase. If negotiations are not successfully concluded within sixty (60) days following Owner's receipt of the City's written request, City shall have the right to give a one hundred and eighty (180) day notice of termination and terminate this Agreement. In the event City elects to terminate this Agreement there shall be no Disposal Fee or ADC Fee increase for the then-remaining term of the Agreement.

5.6. Annual Adjustment. The annual price adjustment for the Disposal Fee shall be based on the CPI and shall first be effective July 1, 2014 and on July 1 of each subsequent year during the term of this Agreement. The Disposal Fee shall be increased on July 1 by the percentage increase in the annual average CPI for the preceding January to December. These calculations are mathematically and hypothetically illustrated for the first CPI adjustment (July 2014) as follows in Exhibit A.

5.7. Billing and Payment Procedure. On or before the 20th day of each month, Owner shall submit to City an invoice for Disposal Fees and ADC Fees, and for any applicable additional charges as allowed by the terms of this Agreement for the prior calendar month, except for the Sustainability Fee. The Sustainability Fee will be invoiced separately in accordance with Sections 5.1.3 and 5.2.3. Payment shall be due thirty (30) days from City's receipt of the invoice. Owner may charge City interest on past due accounts up to twelve percent (12%) per annum (one percent (1%) per month). If City disputes any amount billed by Owner, City shall provide written objection within twenty (20) days of receipt of the invoice containing the disputed amount. City shall pay any amount not in dispute. The parties shall promptly attempt to resolve any dispute, but in the event the dispute is not resolved, either party may pursue legal action.

Invoices related to Residual Solid Waste, Municipal Solid Waste, ADC Material and other materials will be submitted to:

City of Oxnard
Solid Waste Superintendent
111 S. Del Norte Blvd.
Oxnard, CA 93030

Invoices related to Biosolids will be submitted to:

City of Oxnard
Wastewater Superintendent
6001 Perkins Road
Oxnard, CA 93033

6. INDEMNITY AND INSURANCE

6.1. Indemnification of City. Owner shall indemnify defend and hold harmless City and its member agencies, officers, directors, employees, agents, representatives and the members of City's and City's member agencies and legislative bodies, from and against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses, including without limitation claims based in tort or for death or personal injury, or damage to property or for contribution or indemnity claimed by third parties against City or incurred by City, known or unknown, contingent or otherwise, directly or indirectly, arising from occasioned by, or related to Owner's performance of, or its failure to perform its obligations under this Agreement or under any federal, state or local law, statute, order or regulation, or related in any way to Owner's management of City's Residual Solid Waste at the Facility, including, without limitation, the design, construction, operation (including without limit, the delivery of waste to, or the acceptance and disposal of Municipal Solid Waste at the Facility)

of the Facility, or related to the closure or post-closure maintenance of the Facility. "Liability, demands, claims, costs, losses, damages, recoveries, settlements and expenses", as set forth in this Section, include, without limitation, property damage, bodily injury or death, or any damage to natural resources or the environment (including damages from the release of hazardous substances) or cost of environmental clean-up including those that arise under any federal, state or local law, or regulation, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCA Section 9601 et. seq.); the Resource Conservation and Recovery Act (42 USCA Section 6901 et. seq.); the Clean Water Act (33 USCA Section 1251 et seq.); the Clean Air Act (42 USCA Section 7401 et. seq.); the Hazardous Substances Account Act (California Health and Safety Code Section 25300 et. seq.); and the Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq). Owner shall defend City at Owner's sole cost and expense, including, but not limited to, reasonable attorneys fees, direct litigation costs and expert witness and consultant fees, in any legal or administrative action or proceeding based upon any such liability, demand, claim, cost, loss, damage, recovery, settlement or expense. Owner shall select legal counsel in any matters in which City is indemnified hereunder, subject to the reasonable approval of City. Such legal counsel may also be counsel for Owner. The obligations of Owner set forth in this Section are effective as to contamination, occurring as a "sudden and accidental" event or occurring over a more extended period of time.

Notwithstanding the above, the foregoing indemnity shall not apply to the extent any liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses directly or indirectly, arise from, are occasioned by, or relate to the negligent or intentional acts or omissions of City, or its officers, employees, subcontractors or agents, occurring in the course of City's performance of its obligations under this Agreement, acts or omissions in violation of the Environmental Laws, or the delivery of Non-Conforming Waste to the Facility.

6.2. Indemnification of Owner. City shall indemnify defend and hold harmless Owner and its officers, directors, employees, agents, and representatives from and against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses, including without limitation claims based in tort or for death or personal injury, or damage to property or for contribution or indemnity claimed by third parties against Owner or incurred by Owner, known or unknown, contingent or otherwise, directly or indirectly, arising from occasioned by, or related to the negligent or intentional acts or omissions of City, or its officers, employees, subcontractors or agents, occurring in the course of its performance of its obligations under this Agreement, including acts or omissions in violation of the Environmental Laws, or the delivery of Non-Conforming Waste to the Facility.

6.3. Insurance.

6.3.1. City is self insured under provisions of California Law for amounts up to $1,000,000 for automobile and general liability purposes, and up to $300,000 for workers' compensation purposes. With respect to insurance above these amounts, City is a member of BICEP, an organization of California cities that pool risk. City will, upon written request, provide Owner such documentation as appropriate to evidence and describe City's insurance arrangements. The City shall promptly inform Owner in the event it terminates its membership in BICEP. The City shall make arrangements for equivalent insurance coverage effective upon the termination of its membership in BICEP, and shall promptly notify Owner of such alternative arrangements in writing.

6.3.2. Owner's Minimum Coverage. Owner agrees to maintain Insurance coverage for any liability, loss, expense or claim which may arise out of or result from Owner's performance under this Agreement, whether such performance be by Owner or by any contractor of Owner or anyone directly or indirectly employed by Owner or such contractor, or by anyone for whose act Owner may be liable, with the following limits,

which limits shall be adjusted every three years by the increase in the CPI, using the same formula described for price adjustments in Section 5.6:

6.3.2.1. General liability insurance, including comprehensive form, premises operation and broad form property damage coverage, with a limit of not less than Two Million Dollars ($2,000,000) combined single limit coverage;

6.3.2.2. Automobile liability insurance, including comprehensive form, including loading and unloading, owned, hired and non-owned coverage, with a limit of not less than Five Million Dollars ($5,000,000) combined single limit coverage;

6.3.2.3. Contractual personal injury liability and contractual property damage insurance covering liability assumed under this Agreement, with a limit of not less than Two Million Dollars ($2,000,000) combined single limit coverage;

6.3.2.4. Workers' compensation insurance as required by law; and

6.3.2.5. Employer's Liability Insurance with a limit of not less that One Million Dollars ($1,000,000).

6.3.3. Certificates. City is self insured, with excess coverage and pool participation as provided under California Law. City agrees to provide Owner with information concerning City's self insured provisions upon written request by Owner. Certificates of Owner's insurance acceptable to City shall be filed with City prior to commencement of any operation or performance under this Agreement. The certificates shall state that City, its City Council, officers, employees, agents and volunteers are additional insureds for coverage in 6.3.2.1-3 above, that the insurance afforded shall be primary insurance, and that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice (ten (10) days in the event of cancellation for non-

payment) has been given to City.

6.3.4. Each subcontractor performing services pursuant to this Agreement shall be covered by the above policies, respectively, or by a separate policy or policies having the same limits, terms and conditions.

6.3.5. Owner shall provide the above coverages with an insurance carrier having an A.M. Best's rating of A VII or higher.

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

7. DEFAULT BY CITY

7.1. Right to Suspend or Terminate Upon Default. City shall be in default under this Agreement, and Owner shall have the right to suspend or terminate this Agreement, in the event City fails to perform its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving notice from Owner specifying the breach; provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, City shall not be in default so long as it promptly commences action required to cure the breach within ten (10) calendar days after receipt of such notice and continues such performance diligently until the cure is completed. Notice of default shall be in writing and delivered to the representative of City designated in Section 9.5.

7.2. Owner's Remedies Cumulative. Owner's rights to suspend or terminate this Agreement under Section 7.1 are not mutually exclusive, and Owner's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in the alternative and in addition to any and all other legal and equitable rights and remedies that Owner may have.

8. DEFAULT BY OWNER.

8.1. Right to Suspend or Terminate Upon Default. Owner shall be in default under this Agreement and City shall have the right to suspend or terminate this Agreement in the event Owner fails to accept and dispose of Residual Solid Waste or ADC Material as required by Section 4 or otherwise fail to perform its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving notice from City specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, Owner shall not be in default so long as Owner commences action required to cure the breach within ten (10) calendar days after receipt of such notice and continues such performance diligently until the cure is completed. Notice of default shall be in writing and delivered to the representative of Owner designated in Section 9.5.

8.2. City's Remedies Cumulative. City's rights to suspend or terminate this Agreement under Section 8.1 are not mutually exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in the alternative and in addition to any and all other legal and equitable rights and remedies that City may have.

9. OTHER AGREEMENTS OF THE PARTIES

9.1. Relationship of Parties. The parties intend that Owner shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venturer with City. No employee or agent of Owner shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Owner shall have the exclusive control over the manner and means of conducting the Residual Solid Waste disposal services performed under this Agreement and all persons performing such services. Owner shall be solely responsible of acts and omissions of its officers, employees, subcontractors, and agents. Neither Owner, nor its officers employees, subcontractors or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City's employees by virtue of their employment with City.

9.2. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

9.3. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any right on any Persons other than the parties to it and their representatives, successors and permitted assigns.

9.4. Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

9.5. Notice. Except as provided otherwise herein, any notice required under this Agreement shall be made either by personal delivery or by registered or certified mail, return

receipt requested, and shall be deemed given upon personal delivery or within three (3) days of mailing. Notices shall be given to the parties at the following addresses:

To Owner:
District Manager
Simi Valley Recycling and Disposal Facility
2801 N. Madera Road
Simi Valley, CA 93065-6208

With a Copy to:
Waste Management—Southern California Market Area
9081 Tujunga Avenue
Sun Valley, CA 91352
Attn: Legal Counsel

To City:

City of Oxnard
Solid Waste Superintendent
111 South Del Norte Blvd.
Oxnard, CA 93030

With a Copy To:

City of Oxnard
City Attorney
300 West Third Street
Oxnard, CA 93030

Either party may change the location of individuals for receipt of notices hereunder by providing written notice to the other party as aforesaid.

9.6. Approvals. Except as provided otherwise herein, whenever this Agreement calls for the consent, review, approval, action or permission of a party, such party shall act reasonably under the circumstances, and such consent, review, approval, action or permission shall not be arbitrarily or unreasonably taken, given, withheld, exercised or delayed.

9.7. Force Majeure.

9.7.1. Neither Owner nor City shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other similar catastrophic events), war, insurrection, riot, acts of any government (including judicial action), condemnation or other taking by a governmental entity, Change in Law, labor unrest (including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Owner's employees or directed at Owner or third parties) or other similar causes which are not the fault of, and beyond the reasonable control of, the party claiming excuse from performance.

9.7.2. Any interruption or discontinuance of Owner's ability to accept and dispose of Residual Solid Waste caused by one or more of the events described in this section shall not constitute an event of default by Owner under this Agreement.

9.7.3. If either City's or Owner's performance is affected by any such event, it shall give written notice to the other party as soon as it is reasonably practical and further, shall diligently attempt to resolve such condition.

9.8. Authority of City. City hereby represents it has the power and authority to execute this Agreement and to be bound by the terms and conditions contained herein. City further represents that it has the authority to direct the disposal of Residual Solid Waste to the Facility on behalf of City during the entire Term hereof.

9.9. Other Remedies. In addition to the other remedies expressly provided for elsewhere herein, the parties may exercise any and all rights and remedies provided by law or equity for any breach of this Agreement.

10. MISCELLANEOUS PROVISIONS

10.1. Entire Agreement. This Agreement represents the full and entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

10.2. Section Headings. The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement and not to alter or affect its provisions.

10.3. Interpretation. This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

10.4. Amendment. This Agreement may not be modified or amended in any respect except by a writing signed by the parties

10.5. Severability. If any non-material provision of this Agreement is for any reason deemed to be invalid, and unenforceable, the invalidity or unenforceability of such provision

shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

10.6. Attorneys' Fees. Subject to the provisions of Section 9.3, the prevailing party in any arbitration or litigation brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

10.7. References to Laws. All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or rectified, unless other specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing.

10.8. Definitions. Capitalized terms used in this Agreement without definitions have the meanings specified in the Definitions section, unless the context clearly requires otherwise.

10.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.10. Successors/Assignment. This Agreement shall bind the successors, assigns and legal representatives of the parties. This Agreement may not be assigned by either party without the advance written consent of the other, which consent shall not be withheld unreasonably nor required for an assignment to an affiliate of Owner. In determining whether to grant or withhold consent a party may consider the financial strength of the proposed assignee as compared to the financial strength of the party seeking assignment, the experience and reputation of the assignee in the industry, and such other factors as are commercially reasonable.

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date and year first above written.

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

WASTE MANAGEMENT OF CALIFORNIA, INC.

By: _____
Michael E. Smith, Director of Operations

ATTEST:

By: _____
Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

By: _____
James Cameron, Chief Financial Officer

APPROVED AS TO FORM:

By: _____ For
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

By: _____
Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

By: _____
Rob Roshanian, Interim Public Works Director

EXHIBIT A

EXAMPLE RATE ADJUSTMENT METHODOLOGY

C PI Adjustment = A x (B-C) / C

A = Disposal Fee, Effective Date (Disposal Fee) = $27.07 (for example, calculation would be made for each rate in the rate matrix)

B= 2013 Annual Average CPI (Consumer Price Index All Urban Consumers Los Angeles-Riverside-Orange County 1982-1984=100) = 242.564(a hypothetical value for example only)

C= 2012 Annual Average CPI (Consumer Price Index All Urban Consumers Los Angeles-Riverside-Orange County 1982-1984=100) = 236.648

July 2014 Disposal Fee CPI Adjustment =

= $27.07 ((242.564 – 236.648) ÷ 236.648)
= $27.07 x 0.025
= $0.68

July 2014 Disposal Fee = Disposal Fee + CPI Adjustment
= $27.07 + $0.68
= $27.75

CITY OF OXNARD CALIFORNIA

Meeting Date: December 3, 2013

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	■ Other **City Council Business**

Prepared By: Grace Magistrale Hoffman, Deputy City Manager GMH Agenda Item No. N-1

Reviewed By: City Manager KRB City Attorney SMF Finance JC Other *(Specify)*

DATE: December 3, 2013

TO: City Council
Community Development Commission Successor Agency
Financing Authority
Housing Authority

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: **2014 Meeting Schedule for Legislative Bodies**

RECOMMENDATION

That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority meet on the following dates during the calendar year 2014:

January	7, 14 and 28
February	4, 11 and 25
March	4, 18 and 25
April	8, 15 and 22
May	6, 13 and 20
June	3, 10, 17 and 24
July	1, 8, 15 and 22
August	**NO MEETINGS**
September	9, 16 and 23
October	7, 14, 21 and 28
November	18
December	2, 9, and 16

DISCUSSION

The City Council and the Housing Authority ("Council") meet regularly, usually scheduling three or four meetings each month. The Council has the ability to schedule additional meetings as necessary or to cancel meetings due to lack of business.

The Council usually cancels meetings on the fifth Tuesday of a month and on any Tuesday occurring on a holiday or close enough to a holiday to potentially impact public participation in agenda development, in preparation for the meetings, or at the meetings themselves or to provide a block of time to accommodate vacation plans. The Council also usually cancels any meetings conflicting

with the League of California Cities Annual Conference. The dates for this annual conference are September 3-5, 2014, in Los Angeles and do not impact scheduled Council meeting dates. The Council also cancels a meeting in conflict with the National League of Cities Congressional which is scheduled to be held March 8-12, 2014. The Tuesdays on which the Council **would not** meet, along with the reasons are listed below:

January 21	Day after Dr. Martin Luther King, Jr. Day Holiday
February 18	Day after Presidents' Day Holiday
March 11	National League of Cities Conference
April 1 and 29	Observance of Cesar Chavez Holiday and 5th Tuesday of the month
May 27	Day after Memorial Day Holiday
July 29	The 5th Tuesday of the month
August 5, 12, 19, and 26	Dark the Month of August
September 2 and 30	Day after Labor Day Holiday and 5th Tuesday of the month
November 4, 11 and 25	Election Day, Veterans' Day Holiday, and Thanksgiving Holiday
December 23 and 30	Accommodate Holiday Schedule

This schedule results in a total of 34 meetings scheduled and 18 regular meetings not held during 2014. For the current year schedule, a similar number of 34 meetings will be held, with 19 meetings not held.

Staff further recommends Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of meetings at 6:00 p.m. Closed sessions would continue to start at 4:30 p.m., if necessary. Evening meetings have been successful in meeting the goals of increasing public participation either through personal attendance at Council meetings held in the evenings, or viewing Council sessions on television, Time Warner, Channel 10. Residents also have access to Council meetings via the Internet.

FINANCIAL IMPACT

None.

Attachment #1 – Proposed 2014 Calendar of Meetings

2014

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

○ = Closed City Hall Dates Fridays and Holidays

□ = Recommended City Council Meeting Dates

ATTACHMENT #1
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/3/2013

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

Prepared By: Michael More MM Agenda Item No. O-1

Reviewed By: City Manager JPB City Attorney RT Finance JC Other *(Specify)*

DATE: November 26, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer James Cameron
Finance Department

SUBJECT: **City Debt Status**

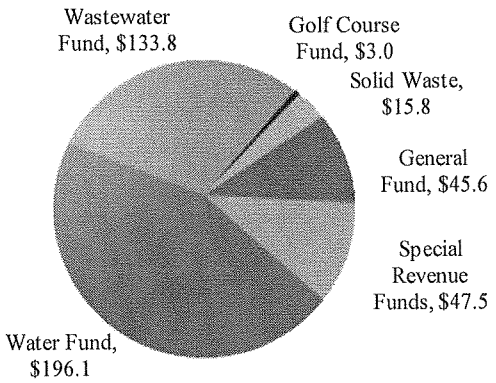
RECOMMENDATION

That City Council receive a presentation on the status of the City's debt.

DISCUSSION

The City's outstanding debt currently stands at $442 million as shown in the pie chart below. Close to 80% of that amount is in enterprise funds with 10% in the General Fund. The City's General Fund rating is AA- by Standard and Poors. There are various factors affecting this rating including fund balance, assessed valuations and per capita income to name a few key indicators. Other funds have lower ratings ranging from A+ to BBB (in the case of Wastewater).

Outstanding Debt Obligations by Fund



These amounts do not include non-City debt issued for redevelopment, assessment districts, and Community Facility Districts.

Unspent proceeds and reserves are invested conservatively, primarily in governmental money market funds. The City has three variable rate bonds which are hedged through the use of interest rate swaps, creating a fixed interest rate for the City. Finally, the City has been able to take advantage of favorable interest rates to generate savings for Oxnard citizens, including outstanding bonds issued for CFD 3, Seabridge (non-City debt) and Series 2003 Wastewater Bonds.

FINANCIAL IMPACT

None.

Attachment #1 - City of Oxnard Outstanding Debt as of June 30, 2013
Attachment #2 - Use of Bond Proceeds
Attachment #3 – Standard and Poor's Rating Categories

City of Oxnard
Outstanding Long-term Debt as of June 30, 2013

	OUTSTANDING	DEBT SERVICE	MATURITY
GENERAL FUND			
LEASE REVENUE REFUNDING BONDS SERIES 2003A	$ 772,974	$ 279,396	6/1/2016
ADJUSTABLE RATE LEASE REVENUE BONDS, 2003B	11,145,000	938,424	6/1/2033
LEASE REVENUE BONDS SERIES 2011	21,095,000	1,356,970	6/1/2036
CERTIFICATES OF PARTICIPATION, SERIES 2012	5,229,500	485,942	6/1/2028
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	7,319,229	1,493,894	10/1/2020
Total General Fund	$ 45,561,703	$ 4,554,626	
WATER FUND			
WATER REVENUE PROJECT BONDS SERIES 2004	$ 38,990,000	$ 3,027,779	6/1/2034
WATER REVENUE PROJECT BONDS SERIES 2006	50,390,000	3,430,260	6/1/2036
WATER REVENUE PROJECT BONDS SERIES 2010A	13,985,000	1,973,450	6/1/2022
WATER REVENUE PROJECT BONDS SERIES 2010B (BAB's)	83,670,000	5,788,173	6/1/2040
WATER REVENUE REFUNDING BONDS SERIES 2012	8,955,000	737,444	6/1/2030
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	112,861	46,774	9/1/2017
Total Water Fund	$ 196,102,861	$ 15,003,880	
WASTEWATER TREATMENT FUND			
WASTEWATER REVENUE REFUNDING, SERIES 2003	$ 21,205,000	$ 3,672,188	6/1/2020
WASTEWATER REVENUE BONDS, SERIES 2004 A	80,000,000	4,091,350	6/1/2034
WASTEWATER REVENUE BONDS, SERIES 2004 B	19,650,000	1,883,841	6/1/2034
WASTEWATER REVENUE PROJECT BONDS, SERIES 2006	10,910,000	799,155	6/1/2036
WASTEWATER LOAN FROM WATER	1,671,259	873,418	11/1/2014
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	390,655	89,012	9/1/2019
Total Wastewater Treatment Fund	$ 133,826,914	$ 11,408,964	
ENVIRONMENTAL RESOURCES FUND			
SOLID WASTE REVENUE REFUNDING BONDS, SERIES 2005	$ 6,165,000	$ 2,588,375	5/1/2016
LEASE REVENUE REFUNDING BONDS SERIES 2003A	70,521	25,491	6/1/2016
TRASH CONTAINER LEASE PURCHASE	1,893,119	424,068	4/23/2018
SOLID WASTE LOAND FROM WATER	7,441,667	1,194,435	11/1/2019
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	223,562	65,165	9/1/2017
Total Environmental Resources Fund	$ 15,793,869	$ 4,297,534	
GOLF COURSE ENTERPRISE FUND			
LEASE REVENUE REFUNDING BONDS SERIES 2003A	$ 3,028,283	$ 1,094,592	6/1/2016
Total Golf Course Enterprise Fund	$ 3,028,283	$ 1,094,592	
INTERNAL SERVICE FUND			
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	$ 73,619	$ 30,752	11/30/2015
Total Internal Service Fund	$ 73,619	$ 30,752	
SPECIAL REVENUE FUND			
LEASE REVENUE REFUNDING BONDS SERIES 2003A	$ 1,283,221	$ 463,827	6/1/2016
VARIABLE RATE LEASE SERIES 2006 (CIVIC CENTER II)	20,875,000	1,444,988	6/1/2036
GAS TAX REVENUE CERTIFICATES OF PARTICIPATION SERIES 2007	25,335,000	1,718,775	9/1/2037
Total Special Revenue Fund	$ 47,493,221	$ 3,627,590	
Total	**$ 441,880,471**	**$ 40,017,938**	

ATTACHMENT NO. 1
PAGE 1 OF 1

USE OF BOND PROCEEDS

GENERAL FUND

LEASE REVENUE BONDS SERIES 2003A

- Refunded prior 1993 Lease Revenue Bonds and other obligations
  - Golf Course (Golf Fund)
  - Sports Facility Land
  - Equipment Yard (Environmental Resources Fund)
  - Old Oxnard High School Acquisition
  - 300 W. Third Street Land Acquisition
  - Library (Special Revenue Fund)

ADJUSTABLE RATE LEASE REVENUE BONDS SERIES 2003B

- Downtown Parking Garage
- South Oxnard Library

LEASE REVENUE BONDS SERIES 2011

- Refunded prior BANs (2010 and 2009), originally for the re-acquisition of the land sold to Casden Properties

CERTIFICATES OF PARTICIPATION SERIES 2012

- Refunding of the 1999 Certificates of Participation (Private Placement)
  - 1999 COPs Proceeds:
    - Playground Improvements (Various City Parks)
    - Restroom Improvements (Carty/Eastwood Parks)
    - Skateboard Park
    - Corporate Yard Improvements
    - Civic Center Upgrades
    - HVAC Improvements
    - Fire Station Improvements
    - Fire Ladder Truck
    - Electronic Document Imaging System
    - Pagoda Rehabilitation

USE OF BOND PROCEEDS

WATER FUND

WATER REVENUE BONDS SERIES 2004

- GREAT Program
- Blending Station No. 1 improvements
- Water Well Rehabilitation Project
- Cast Iron Pipe Replacement Project
- Hydraulic Deficiencies Project
- SCADA Upgrades
- Blending Station No. 5 Improvements
- Blending Station No. 3 Improvements
- Automated Meter Reading (AMR) Project
- Hydrant Upgrades
- Ventura Road/Highway 101

WATER REVENUE BONDS SERIES 2006

- GREAT Program
- Blending Station No. 1 Desalter
- Blending Station No. 3 Desalter
- Advanced Water Purification Facility (AWPF) Project
- Cast Iron Pipe Replacement Project
- Recycled Water Backbone System
- Blending Station Improvements
- Chemical Building No. 3
- Saviers Road Improvements
- Recycled Water Master Plan
- Water Campus Improvements
- Automated Meter Reading (AMR) Retrofits
- Blending Station No. 6
- Blending Station No. 3

WATER REVENUE REFUNDING BONDS SERIES 2012

- Refunded 2001 Water Revenue Refunding Bonds (which previously refunded 1993 Water Revenue Bonds)
    - 2001 Water Revenue Refunding and Project Bonds
        - Blending Station No. 1 Disinfection System Improvements
        - Downtown Cast Iron Pipe Replacement

        - Blending Station No. 1 ADA and Energy Efficiency Upgrades
        - Automated Meter Reading (AMR) Retrofits
        - Water System Rectifier Upgrades
        - Water Well Rehabilitation Program
    - 1993 Water Revenue Bonds
        - Various water system improvements

WASTEWATER FUND

WASTEWATER REFUNDING BONDS SERIES 2003 (Recently refinanced)

- Refunded 1993 Wastewater Refunding Bonds
    - Refunded 1977, 1985, and 1986 Project Bonds
        - 1977 Bonds: Improvements to Wastewater Treatment Plant
        - 1985 Bonds: Land Acquisition for Wastewater Treatment Plant Expansion
        - 1986 Bonds: Wastewater Treatment Plant Expansion

WASTEWATER BONDS SERIES 2004A

- Headworks Project
- Redwood Trunk Project

WASTEWATER BONDS SERIES 2004B

- Septic Conversion Project
- Headworks Project

WASTEWATER BONDS SERIES 2006

- Headworks Project

ENVIRONMENTAL RESOURCES FUND

SOLID WASTE REFUNDING BONDS SERIES 2005

- Refunded 1995 Solid Waste Bonds (which paid for the MRF construction)
- Additional Equipment of $4.5 million

USE OF BOND PROCEEDS

SPECIAL REVENUE FUNDS

VARIABLE RATE LEASE REVENUE BONDS SERIES 2006

- Civic Center (Permit Center Building)

GAS TAX CERTIFICATES OF PARTICIPATION SERIES 2007

- Via Marina Neighborhood Resurfacing Project
- Doris/Fremont/Wilson Neighborhood Resurfacing Project
- Cabrillo Neighborhood Resurfacing Project
- Sea View Estates Neighborhood Resurfacing Project
- Carriage Square Neighborhood Resurfacing Project
- Terrace Estates Neighborhood Resurfacing Project
- Marina West Neighborhood Resurfacing Project
- Tierra Vista Neighborhood Resurfacing Project

Standard & Poor's (S&P) Rating Categories

Rating Category*	Definition	City's Credit Ratings
AAA	Highest rating. Obligor's capacity to meet its financial commitment is ***extremely strong***	
AA	The obligor's capacity to meet its financial commitment is ***very strong***	GO Bond Equivalent: AA-
A	More susceptible to the adverse effects of changes in economic conditions. The obligor's capacity to meet its financial commitment is still ***strong***	Lease Revenue Bonds: A+ Water Bonds: A+ Solid Waste Bonds: A-
BBB	Adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment ***(adequate)***	Wastewater Bonds: BBB
BB; B; CCC; CC; and C	Obligations rated 'BB', 'B', 'CCC', 'CC', and 'C' are regarded as having ***significant speculative characteristics***	
D	An obligation rated 'D' is in payment ***default***	

*The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

AGENDA ITEM NO.
S-1

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
October 8, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:00 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; Karen Burnham, Interim City Manager; Stephen Fischer, Acting City Attorney and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:02 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 8 potential cases.

At 6:14 p.m. the City Council reconvened and recessed to the evening session. The Acting City Attorney stated there were no announcements.

D. OPENING CEREMONIES

At 6:16 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: James Cameron, Chief Financial Officer; James Williams, Fire Chief; Rob Roshanian, Interim Public Works Director; Barbara Murray, Library Director; Jason Benites, Assistant Police Chief; Martin Erickson, Deputy City Manager; Todd Housley, Environmental Resources Manager; and Michael Henderson, General Services Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating October 6 - 13, 2013 as "Mental Illness Awareness Week".
   DISCUSSION: Diane Bustillos, NAMI (Ventura County Chapter); commented on how mental illness had affected her family and provided contact sites for information.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Marie Briggs; Donald Thibeault; Jim Hensley; Robert Ortega; Ventura Fernandez; Danny Carrillo; Ed Ellis; Martin Glatt; Woodrow Thomas; Larry Stein; Elliott Gabriel; George Miller; Francine Castanon; Gloria Roman; and Francisco Romero.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

City Manager Department

1. SUBJECT: Measure "O" One-Half Cent Sales Tax Review, Project Discussion, and Consideration of Additional Appropriations. (001)
RECOMMENDATION: Discuss and provide direction for new Measure "O" project funding options and authorize the Interim City Manager to establish appropriate budgets for the approved projects and programs.
DISCUSSION: The Deputy City Manager (Erickson) reviewed the creation and intent of Measure "O"; the Citizen "Oversight" Committee and projects that had been completed using Measure "O" funds. The Chief Financial Officer commented on: revenues received; expenditures; approved appropriations by City Council; annual spending; and enhancements to the community. The Assistant Police Chief reviewed the hiring of individuals; funding of Police services and current number of Code Compliance personnel. The General Services Manager outlined possible park improvements including restrooms and recreational park equipment. The Library Director commented on Library needs including replacement "public" computers and an integrated "Library" computer system.

Public comments were received from: Marie Briggs; Jim Hensley; John Ragan; Mark Kupperman; Julia Chambers; Franz Lopez; Larry Stein; William Terry; Jim Lavery; Steve Nash; Vince Behrens; Abel Magana; Angelia Whismore and Daniel Lechliter.

The Council discussed: use of city property by non-profit organizations; having a Measure "O" audit separate from the City audit; the "Oversight Committee" meeting schedule; concerns regarding questions of back-filling vacant municipal positions; Code Compliance Officers; needed library services; Ormond Beach; current status of campus park; supporting of non-profit organizations; restrooms at parks; road improvements and placement of directional signage.

ACTION: The City Council provided comments and directed staff to return with Measure "O" appropriation options.

K. REPORTS

Development Services Department

1. SUBJECT: Parking Ordinance and Hourly Fee for Electric Vehicle Charging. (007)
RECOMMENDATION: 1) Approve the first reading by title only and subsequent adoption of an ordinance establishing parking regulations for electric vehicle charging on city-owned and operated parking facilities; and 2) Provide direction to staff about changing the hourly rate for electric vehicle charging on city-owned property.
ACTION: Continue to October 15, 2013.

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager reviewed proposed staffing levels and the need to "unfreeze" staff positions.

Public comments were received from: Dan Pinedo and Daniel Lechliter.

The Council discussed the proposed staffing levels, transformation timeline of the MRF and the need to be regularly updated.

ACTON: Received report and provided comments to staff.

The Interim City Manager commented on the recent passing of AB 664 creating the "Gold Coast Transit District" which will serve the western portions of Ventura County.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: update of "community soccer field" use; Oxnard College's application for a national Science, Technology, Engineering and Mathematics (STEM) grant; and "Ethics Training" sessions. Mayor Pro Tem Ramirez commented on attending an American Planning Conference. Councilmember Perello commented on attending a League of California Cities conference.

O. STUDY SESSION

City Manager Department

1. SUBJECT: Review the Campus Park Master Plan.
RECOMMENDATION: Receive the verbal report and provide direction to staff.
ACTION: Continue to future date.

Finance Department

2. SUBJECT: Long-Term Debt Financing Review. (015)
RECOMMENDATION: Receive a presentation on the City's outstanding long-term debt.
ACTION: Continue to future date.

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (019)
RECOMMENDATION: Continue to October 15, 2013.

2. SUBJECT: Second Amendment to Agreement with Genuine Parts Company for On-Site Fleet Parts Program. (021)
RECOMMENDATION: Continue to October 15, 2013.

Development Services Department

3. SUBJECT: Project Specification No. DS14-04 for Ventura Boulevard Park & Ride Lot, Pedestrian Facilities. (025)
RECOMMENDATION: Continue to October 15, 2013.

4. SUBJECT: Authorization to Appropriate Revenue from the Public Art Fund. (027)
RECOMMENDATION: Continue to October 15, 2013.

Police Department

5. SUBJECT: Lease for Police Storefront in the Collections Shopping Center. (029)
RECOMMENDATION: Continue to October 15, 2013.

Public Works Department

6. SUBJECT: Second Amendment to Agreement for Trade Services with Ecology Auto Parts, Inc. for Supplemental Waste Transfer Hauling Services. (069)
RECOMMENDATION: Continue to October 15, 2013.

INFORMATION/CONSENT AGENDA ACTION: The City Council concurred to continue Information/Consent items to October 15, 2013.

T. ADJOURNMENT

At 11:26 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

AF

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
October 15, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:04 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; Karen Burnham, Interim City Manager; Stephen Fischer, Acting City Attorney; Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; James Cameron, Chief Financial Officer; Martin Erickson, Deputy City Manager: Todd Housley, Environmental Resources Manager; Christina Aerenlund, Public Information Officer; Michael Henderson, General Services Manager; and Cynthia Daniels, Project Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation by Food Share to the City of Oxnard Wastewater Division.
DISCUSSION: Karen Jensen, Food Share, recognized the City for contributions to Oxnard Food Share program and especially the Oxnard Wastewater Division.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Donald Thibeault; Aurelio Ocampo; Martin Jones; Joseph Castasana; Al Perez; Margot Palcios; Claudia Lozano; Gabriela Rodriguez; Johnny Vasquez; Melissa Cantu; Zaira Miranda; Steve Kinney; Frank Lopez; Angela Whitecomb; Paris Whitecomb; Steve Nash; Harry Cortez; Peggy Rivera; Denny Nickerson; and Joseph Lopez.

The Acting City Attorney briefly outlined the reporting of closed session items.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

DRAFT

J. APPOINTMENT ITEMS

Public Works Department

1. SUBJECT: Agreements for Waste Disposal at the Simi Valley Landfill between the City of Oxnard and Waste Management of California, Incorporated. (001)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement with Waste Management of California, Incorporated for Closure of Terms and Conditions of Previous Landfill Agreement for a total amount not-to-exceed $1,700,000 (A-7622); and 2) Approve and authorize the Mayor to execute an Agreement for Waste Disposal at the Simi Valley Landfill with Waste Management of California, Incorporated for an estimated annual amount of $4,696,900 based on 130,000 tons disposed per year (A-7618).
DISCUSSION: The Environmental Resources Manager reviewed the proposed contract, solid waste hauling process, option of rail use, possible use of Chiquita Land-Fill (in Los Angeles County); and types of material hauled to landfill(s). The Interim Public Works Director commented on driving distance to land-fill(s) and need to analyze total costs of all possible land-fill sites.

Public comments were received from: Steve Cassulo, Chiquita Land-Fill; Scott Tignac, Simi Valley Landfill; Gerard Kapuscik and Darlene Miller.

The City Council discussed several issues including: adding conditions to the proposed contract; use of hauling trucks; negotiating with Simi Valley Landfill and contract clause regarding closure of County landfill site.

ACTION: Approved Agreement No. 7622 (part "a" of the recommendation) and have staff negotiate Agreement No. 7618 (part "b" of the recommendation) (Ramirez/Perello). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

K. REPORTS

Development Services Department

1. SUBJECT: Parking Ordinance and Hourly Fee for Electric Vehicle Charging. (041)
RECOMMENDATION: 1) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2874** establishing parking regulations for electric vehicle charging on city-owned and operated parking facilities; and 2) Provide direction to staff about changing the hourly rate for electric vehicle charging on city-owned property.
DISCUSSION: The Project Manager reviewed the selected electric charging system, comparison of other cities systems and parking options.

Public comments received from: Russell Sydney; Frank Lopez; James Reach; Abel Magana and Steve Nash.

At 9:24 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 9:29 p.m., Mayor Flynn returned to the Council meeting and presided.

DRAFT

The City Council discussed the projected rate fee; benefits to downtown; number of electric vehicles users; and parking locations.

ACTION: Approved as recommended part "a" of **Ordinance No. 2874** and have staff return to Council to report "use" of the system and the "no cost" policy (Padilla/Ramirez). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

Public Works Department

2. SUBJECT: Verbal Report on the Materials Recycling Facility and Approval of a Resolution Amending Resolution Number 14,427, Authorizing Full-Time Positions in the City Service. (049)
RECOMMENDATION: Receive a verbal report on the Materials Recycling Facility and approve **Resolution No. 14,439** amending Resolution Number 14,427, authorizing regular full-time positions and the creation of new full-time positions in the City service.
DISCUSSION: The Environmental Resources Management Superintendent outlined the proposed staffing levels, staff duties and hiring of experienced workers. The Interim City Manager and Human Resources Director reviewed the hiring and selection process.

Public comments received from: Dan Pinedo; Elizabeth Wolfel and Juan Delago.

The City Council discussed: the time period to hire personnel; the hiring of experienced workers; and job descriptions.

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

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF CITY MANAGER

N. CITY COUNCIL

1. SUBJECT: Oxnard College Application for a National Science, Technology, Engineering and Mathematics (STEM) Grant.
RECOMMENDATION: Receive a verbal report and consider sending a letter of support signed by each Councilmember for Oxnard College's application for a national Science, Technology, Engineering and Mathematics (STEM) grant.
DISCUSSION: Councilman MacDonald reviewed the proposed letter supporting Oxnard College application and minor assistance from City staff.

Public comments received from: Frank Lopez; William Terry and Abel Magana.

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

DRAFT

2. SUBJECT: Upcoming Ethics Training Sessions and discussion of times and dates of Workshops
RECOMMENDATION: Discuss the upcoming ethics training session and the times and dates of the workshops.
DISCUSSION: Mayor Flynn commented on the objections of "ethics training" sessions. The Deputy City Manager reviewed possible meeting schedule and the working structure of sessions including posting and public taping of meetings. The Public Information Officer stated the meeting can be streamed "live" and placed for viewing on the local "government" channel.

   Public comments received from: Dan Pinedo; William Terry and Darlene Miller.

   The Council discussed several issues including: the ethics training workshop process; structure of meeting, involvement of public, Council and staff; taping of meeting; and having public participation.

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

3. SUBJECT: City Attorney Recruitment. (053)
RECOMMENDATION: 1) Name an interim City Attorney and provide appropriate temporary upgrade pay; and 2) Work with Human Resources to either establish a recruitment protocol for a new City Attorney or Council appoint a new City Attorney.
DISCUSSION: The Human Resources Director outlined: 1) the hiring process of a City Attorney; 2) possibility of hiring another (Deputy) attorney within the City Attorney Office; and 3) salary structure.

   The Council discussed: various options of the City Attorney appointment; hiring a new Deputy Attorney; and the hiring process.

   ACTION: Moved to appoint Stephen Fischer, Acting City Attorney to be Interim City Attorney with staff returning with salary information (Flynn/Ramirez). Ayes: Flynn, Ramirez, MacDonald, Padilla. Noes: Perello.

   Moved to start hiring process of City Attorney and an unfilled Deputy City Attorney position (Perello/Flynn). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

   The Council concurred to appoint Mayor Pro Tem Ramirez and Councilman MacDonald to an Ad Hoc committee regarding the appointment of City Attorney.

   Moved not to hire a City Attorney until a permanent City Manager is selected (Perello/Flynn). Ayes: Padilla, Perello, Flynn and Ramirez. Noes: MacDonald.

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from City Clerk (S-1); Development Services Director (S-4), (S-6) & (S-7); Police Chief (S-7); Chief Financial Officer (S-4) and General Services Manager (S-3). Comments were also received from Mayor Pro Tem Ramirez and Councilmember Padilla (S-6).

DRAFT

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Dan Pinedo (S-3) & (S-4); Fran Lopez (S-3), (S-6) & (S-7); and Dan Lechliter (S-7).

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for September 24, 2013; and October 1, 2013. (055)
RECOMMENDATION: Approve.*

City Manager Department

2. SUBJECT: Agreements for City Council Review. (067)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

3. SUBJECT: Second Amendment to Agreement with Genuine Parts Company for On-Site Fleet Parts Program. (069)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Agreement with Genuine Parts Company dba NAPA Auto Parts (6212-13-CM) from November 1, 2013, to June 30, 2016, for vendor to provide on-site repair parts and tires to City for an estimated amount of $5,370,000, for a total contract amount of $6,000,000 for the three-year contract period from July 1, 2013, to June 30, 2016.

Development Services Department

4. SUBJECT: Change Order No. 8 with Sully-Miller Contracting Co. for Project Specification No. DS12-01, Intelligent Transportation System (ITS) Construction Integration. (073)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Change Order No. 8 for Project Specification No. DS12-01 with Sully-Miller Contracting Co. (A-7475) to increase the contract amount by $349,167.91 to a total of $3,532,202.03, and extend the expiration date to October 30, 2013 for the ITS Construction Integration Project; and 2) Approve a special budget appropriation in the amount of $174,584 from the Wastewater Operating Fund.

5. SUBJECT: Project Specification No. DS14-04 for Ventura Boulevard Park & Ride Lot, Pedestrian Facilities. (077)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. DS14-04 to construct a park and ride lot and pedestrian crossing at Ventura Boulevard between Santa Clara Avenue and Nyeland Avenue.

6. SUBJECT: Authorization to Appropriate Revenue from the Public Art Fund. (079)
RECOMMENDATION: Approve the appropriation of $20,000 from the Public Art Fund Balance to hire a Cultural Arts Assistant.**

DRAFT

Police Department

7. SUBJECT: Lease for Police Storefront in the Collections Shopping Center. (081)
RECOMMENDATION: Authorize the Interim City Manager to execute a lease for the establishment of a Police storefront in the Collections shopping center in RiverPark.

Public Works Department

8. SUBJECT: Purchase Order No. 4195 with Aqua-Metric Sales Company. (121)
RECOMMENDATION: Approve and authorize the Mayor to increase the purchase order with Aqua-Metric Sales Company in the amount of $800,000 for Fiscal Year 2013-14 and $800,000 for Fiscal Year 2014-15 for the purchase of water meters and related parts (Purchase Order No. 4195) to cover the costs of the second and third year of the agreement.

9. SUBJECT: Second Amendment to Agreement for Trade Services with Ecology Auto Parts, Inc. for Supplemental Waste Transfer Hauling Services. (127)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Second Amendment to the Agreement with Ecology Auto Parts, Incorporated (A-7380) to increase the amount by $1,300,000 from an agreement value of $1,650,000 to $2,950,000 and to extend the expiration date from February 15, 2014 to February 15, 2015, for supplemental waste transfer hauling services; and 2) Approve a Special Budget Appropriation of $300,000 from the Solid Waste Operating Fund Balance to provide sufficient funding in 2013-14 for supplemental waste transfer hauling service.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with corrections to October 1, 2013 (K-3) minutes* (Ramirez/Padilla). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. Noes: MacDonald only S-6.**

N. CITY COUNCIL

The Council discussed several items including activation of Youth Commission; Lifeline funding; information regarding recent residential fire near Five Points intersection; EDCO meeting (recruitment of members and filming issues); Homeless Task Force issues; and "water overdraft" issues.

T. ADJOURNMENT

At 12:29 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

DRAFT

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
October 22, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:39 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Pro Tem Carmen Ramirez was absent. 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; Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney; and Grace Magistrale Hoffman, Deputy City Manager. At 5:44 p.m., Mayor Pro Tem Carmen Ramirez was present.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Armando Vazquez; Jim Hensley; Rachel Flores and Nancy Pedersen.

C. CLOSED SESSION

At 5:50 p.m. the City Council recessed to a closed session for the following purposes and pursuant to Government Code section 54957.6 to give instructions to negotiators, Michelle Tellez, Human Resources Director; Jeffrey C. Freedman, City's labor attorney, regarding salaries, salary schedules, or compensation paid in the form of fringe benefits for employees represented by the Service Employees International Union (SEIU), Local No. 721 and other matters within the scope of representation.

At 7:09 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:10 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority, Financing Authority and Parking 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: Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Michael Henderson, General Services Manager; Todd Housley, Environmental Resources Manager; and Jason Samonte, Traffic Engineer.

The Interim City Attorney reported "no" actions were to be announced and reported on the protocol of closed session announcements.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2013 as "Child Abuse Awareness Month".
   DISCUSSION: Jane LeMand Alvarez and Pauline Daerr commented on "Wall of Tears" Memorial being displayed in Oxnard and provided contact information.

2. SUBJECT: Presentation of Proclamation Designating October 20-26, 2013 as "Massage Therapy Awareness Week"
   DISCUSSION: Nathan O'Hara received a proclamation from Mayor Flynn and commented on the positive understanding of "massage therapy" within the medical community.

3. SUBJECT: Presentation by CASA of Ventura County (Court Appointed Special Advocates) on its Advocacy Program for Kids.
   DISCUSSION: Miriam Mack provided information on the program and requested volunteers/support for the Foster Care program.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Joe Avelar; William Terry; Gloria Roman; Ventura Fernandez; Armando Vazquez; Nancy Pedersen; Greg Runyon; Jim Hensley; George Miller; Harold Ceja; Amy Hart; Pat Brown; Dan Pinedo; Jim Lavery and Juan Delego.

J. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Refunding of Wastewater Bonds Series 2003. (177)
   RECOMMENDATION: 1) Adopt **Resolution No. 14,440** approving the forms of and authorizing the execution and delivery of documents to refund the Wastewater Bonds Series 2003.
   DISCUSSION: The Chief Financial Officer reviewed the refunding of bonds series 2003 including bond costs, interest rates, refunding savings and the bond pay-off process.

   The Council commented on the refinancing process including "use" of savings and bond costs.

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

RECESS

At 8:38 p.m., the City Council recessed when the Housing Authority held a meeting and at 10:53 p.m., the Council meeting reconvened.

I. PUBLIC HEARINGS

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending September 30, 2013. (001)
   RECOMMENDATION: Approve Report.
   ACTION: Council concurred to continue to November 5, 2013.

DRAFT

H. INFORMATION/CONSENT PUBLIC HEARINGS

Public Works Department

1. SUBJECT: Amendments to the City Code Regarding the Sewer Use Ordinance. (019)
ACTION: The Council concurred to continue to November 5, 2013.

SUBJECT: Amendments to the City Code Regarding the Storm Water Quality Management. (033)
RECOMMENDATION: Continue to November 5, 2013.
ACTION: The Council concurred to continue to November 5, 2013.

SUBJECT: Drinking Water Public Health Goals Report 2013. (057)
RECOMMENDATION: Continue to November 5, 2013.
ACTION: The Council concurred to continue to November 5, 2013.

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

HOUSING AUTHORITY/PARKING AUTHORITY/FINANCING AUTHORITY

At 10:59 p.m. the joint meetings with the Housing Authority, Parking Authority and Financing Authority concluded.

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager commented on personnel issues.
ACTION: Received report.

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Dan Pinedo.

S. INFORMATION/CONSENT AGENDA

City Manager Department

2. SUBJECT: Agreements for City Council Review. (341)
RECOMMENDATION: Approve only item 2(b) and continue all other items.*

Development Services Department

3. SUBJECT: Approval of Award for Project Specification No. GS09-18 Oxnard Boulevard Bicycle & Pedestrian Path. (343)
RECOMMENDATION: Continue to November 5, 2013.

4. SUBJECT: Second Reading of Ordinance No. 2874 Establishing Parking Regulations for Electric Vehicle Charging on City-Owned and Operated Parking Facilities. (407)
RECOMMENDATION: Continue to November 5, 2013.

Public Works Department

5. SUBJECT: Agreement for Professional Services with Aquatic Bioassay and Consulting Laboratories, Inc. (409)
RECOMMENDATION: Continue to November 5, 2013.

INFORMATION/CONSENT AGENDA ACTION: Approved item 2(b) only and continue all other items to November 5, 2013.* (Ramirez/MacDonald) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

M. REPORT OF CITY MANAGER

The Interim City Manager stated the Campus Park agenda item was scheduled to be presented to the Council at the November 19, 2013 meeting.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: downtown movie theater; disposal of City surplus property policy; traffic crosswalks; policy of public speakers at Council meetings; emergency housing issues; and the "City Manager" selection process.

T. ADJOURNMENT

At 11:29 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
November 5, 2013

A. ROLL CALL/POSTING OF AGENDA

At 4:38 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Stephen Fischer, Interim General Counsel; Michelle Tellez, Human Resources Director and Martin Erickson, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:44 p.m. the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

At 6:36 p.m. the City Council and Successor Agency reconvened and recessed to the evening session. At 6:38 p.m., the Interim City Attorney announced directions to legal counsel regarding litigation of SOCM I, LLC v. City of Oxnard, et al.

D. OPENING CEREMONIES

At 6:38 p.m., the regular meeting of the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

At 7:58 p.m., Commissioner MacDonald left the meeting.

K. REPORTS

Community Development Department

1. SUBJECT: Long-Range Property Management Plan. (111)
RECOMMENDATION: Adopt **Resolution No. 12** approving a Long-Range Property Management Plan (the "Plan") prepared pursuant to Health and Safety Code Section 34191.5.
DISCUSSION: The Interim Redevelopment Services Manager reviewed list of properties, timeline schedule. Todd Moody reviewed the "meet and discuss" process with the State and other guidelines. David Shy reviewed the process of buying the property and rights of other agencies. The Development Services Director, reviewed coastal district protection and zoning of the property.

Public comments were received from: Julia Chambers, Gull Wing's Children Museum; Ron Mulviltill; Jim Lavery; Larry Stein; Steve Nash; and Nancy Pedersen.

The Commissioners discussed the use of former redevelopment property including the possibility of buying the former building used by the Social Security office and future use of the coastal property.

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

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

N. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard Community Development Successor Agency for July 30, 2013; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for September 10, 17, and 24, October 1, 8, 15 and 22, 2013. (119)
RECOMMENDATION: Approve.

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

CITY COUNCIL

At 10:49 p.m. the joint meetings with the City Council concluded.

T. ADJOURNMENT

At 10:49 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
November 19, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 23, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:29 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Commission Successor Agency. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Grace Magistrale Hoffman, Deputy Executive Secretary; Stephen Fischer, Acting General Counsel; and Martin Erickson, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by the Ventura County Junior Fair Board followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

DRAFT

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the regular Meetings of the Oxnard Housing Authority for June 4, 11, 18 and 25, and July 2, 2013. (283)
   RECOMMENDATION: Approve.
   ACTION: Approved has recommended. (Ramirez/Padilla) Ayes: Flynn, Ramirez, MacDonald, Padilla, Perello, Andrade and Vega.

Housing Department

5. SUBJECT: Section 8 Management Assessment Program Certification (Form HUD-52648) (329)
   RECOMMENDATION: Adopt a resolution: 1) Approving that the data contained in the Section 8 Management Assessment Program (SEMAP) Certification (Form HUD-52648) for the fiscal year ending June 30, 2013, is accurate; 2) Authorizing the Chairman of the Board of Commissioners to sign the Resolution and Certification (Form HUD-52648); and 3) Authorizing the Housing Director to submit the Certification (Form HUD-52648) to the U.S. Department of Housing and Urban Development (HUD).
   ACTION: Remove from the agenda.

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 10:34 p.m., the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

T. ADJOURNMENT

At 10:34 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
September 10, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
September 17, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
September 24, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 1, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 8, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 15, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
October 22, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:11 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council, Financing Authority and Parking Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director Secretary; Stephen M. Fischer, Interim General Counsel; Michelle Tellez; Human Resources Director; James Cameron, Chief Financial Officer; William "Bill" Wilkins, Housing Director; and Carrie Sabatini, Management Accountant/Auditor.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Chairman Flynn opened the public hearing. The Secretary Designate reported letters mailed to housing tenants and that there were no written communications received.

Housing Department

1. SUBJECT: Relocation Plan for the Courts Project. (105)
RECOMMENDATION: 1) Receive staff's oral report, open the public hearing, receive and consider public testimony, close the public hearing and approve the Relocation Plan for the Courts Public Housing Project substantially in the form presented, with such non-substantive changes as may be approved by the General Counsel; and 2) Authorize the Housing Director to prepare, revise, and sign all documents necessary and appropriate to carry out and implement the Relocation Plan, and to administer the Housing Authority's obligations, responsibilities, and duties pursuant to those documents.

DISCUSSION: The Housing Director and Management Accountant/Auditor reviewed the relocation plan including moving of residents, having washer/dryer facilities on site, certified process of tenants annually, past housing development proposals; use of "tax credits" within the proposed development; survey of services of other developments having "credit tax" units; The Traffic Engineer outlined the proposed street infrastructure within the development.

Mark Irving, Urban Housing Communities LLC, reviewed the development plan including financing, relocation costs, use of "tax credits" and proposed street infrastructure improvements.

Public comments were received from: Monica Ayala; Martha Rivera; Angelica Jasso; Beniano Suarez; Butch Gary; Lydia Rivera; Maria Fernandez; Mary Juarez; Hida Ruiz; Eileen Tracy; Gloria Roman and Juan Jose Rangel.

At 9:33 p.m., Commissioner MacDonald was absent.

ACTION: Close the public hearing. (Perello/Padilla) Ayes: Padilla, Perello, Flynn and Ramirez. Noes: Andrade and Vega. Absent: MacDonald

At 9:36 p.m., Commissioner MacDonald was present.

DISCUSSION: The Commissioners discussed placement of washer/dryer hookups on the development site, occupancy limits; moving costs; public confusion regarding the relocation process; postponement of project; having an onsite management firm; funding status of the proposed development; and communicating the issues with the community (including translation of presentations).

ACTION: Approved as recommended with staff to continue discussions with developer regarding Commissioners' concerns (MacDonald/Ramirez). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla. Noes: Andrade and Vega.

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

N. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

DRAFT

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard Housing Authority for July 9 and 16, 2013. (301)
RECOMMENDATION: Approve.

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

CITY COUNCIL/FINANCING AUTHORITY/PARKING AUTHORITY BUSINESS/COMMITTEE REPORTS

At 10:59 p.m. the joint meeting with the City Council, Financing Authority and Parking Authority concluded.

T. ADJOURNMENT

At 10:59 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
November 5, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
November 19, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 15, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
October 22, 2013

A. ROLL CALL/POSTING OF AGENDA

At7:11 p.m., the regular meeting of the Oxnard Financing Authority convened in the Council Chambers, concurrently with the City Council, Housing Authority and Parking Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Stephen Fisher, Interim General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Soleil Jones, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Refunding of Wastewater Bonds Series 2003. (177)
RECOMMENDATION: Adopt **Resolution No. 45** approving the forms of and authorizing the execution and delivery of documents to refund the Wastewater Bonds Series 2003.
DISCUSSION: The Chief Financial Officer reviewed the refunding of bonds series 2003 including bond costs, interest rates, refunding savings and the bond pay-off process.

The Commissioners commented on the refinancing process including "use" of savings and bond costs.

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

DRAFT

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

N. FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard Financing Authority for December 4, 2012; and Minutes of the Regular Meetings of the Oxnard Financing Authority for November 27, December 4 and 11, 2012; and January 8 and 15; February 5, 12 and 26; March 5, 19, 26; April 9, 16 and 23; May 7, 14 and 21; June 4, 11, 18 and 25; July 2, 9 , 16 and 23; and September 10, 17 and 24; and October 1 and 8, 2013. (301)
RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello. Abstain: Perello on all meeting before June 11, 2013.

CITY COUNCIL/HOUSING AUTHORITY/PARKING AUTHORITY

At 10:59 p.m. the joint meetings with the City Council, Housing Authority and Parking Authority concluded.

T. ADJOURNMENT

At 10:59 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 5, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 19, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD PARKING AUTHORITY
Special Meeting
October 22, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:10 p.m., the special meeting of the Oxnard Parking Authority convened in the Council Chambers concurrently with the Oxnard City Council, Housing Authority, and Financing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Stephen Fisher, Interim General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

N. PARKING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard Parking Authority for November 27, 2012; (301)
   RECOMMENDATION: Approve.

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

CITY COUNCIL/HOUSING AUTHORITY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

At 10:59 p.m. the joint meetings with the City Council, Financing Authority and Housing Authority concluded.

T. ADJOURNMENT

At 10:59 p.m. the Parking Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/03/2013

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

Prepared By: Karen R. Burnham, Interim City Manager Agenda Item No. S-2

Reviewed By: City Manager KRB City Attorney RT Finance JC Other *(Specify)*

DATE: November 21, 2013

TO: City Council

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: **Agreements for City Council Review**

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 12/03/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	**Original Agreement**	**Development Services - Planning**	**AMEC Environmental & Infrastructure, Inc.**	**On-call Environmental Consulting Services for The Village Specific Plan**	**$75,000**
		Ashley Golden	Agreement No. 6382-13-DS	The proposed agreement with AMEC is for a 3-year term and a total not to exceed cost of $75,000, which is fully funded by the developer for on-call environmental consulting services for the Village Specific Plan. In March 2013, the City issued a request for qualifications for environmental consulting services associated with future environmental analysis and technical studies required for the Village Specific Plan project. Seven firms responded and were evaluated. As a result of analysis of the submitted Statements of Qualification packages, AMEC was determined to be the most qualified environmental consultant to provide on-call environmental services for the Village Specific Plan project area.	
		385-7882		**Total Contract Amount: $75,000**	
				FundingSource: Development Fees	
B	**Original Agreement**	**General Services - Graffiti Action Program**	**City of Oxnard**	**Graffiti Removal Services in El Rio & Nyland Acres for the County of Ventura**	**$46,399**
		Cyndi Hookstra	Agreement No. 6252-13-CM	With the formation of the Graffiti Task Force a partnership was formed with the Ventura County Sheriff's Department to share information regarding graffiti crimes in the El Rio and Nyeland Acres areas. There continues to be a cross pollination of graffiti vandals in these areas that border the City of Oxnard. In 2006 the Sheriff's Department asked for the City's assistance in removing graffiti from specific areas in El Rio that surround Rio Mesa High School and borders on Vineyard Avenue. With the assistance of the Graffiti Action Program (GAP) the graffiti could then be photographed and catalogued in this area for evidence in future graffiti vandalism cases. The Sheriff's Department is purchasing the services of the GAP on an overtime basis bringing revenue to the General Fund.	
		385-8079		**Total Contract Amount: $46,399**	
				FundingSource: Revenue to the General Fund	
C	**Change Order**	**Public Works Water Resources**	**JCI Jones**	**Supply & Delivery of Sodium Bisulfite & Sodium Hypochlorite**	**$245,000**
		Anthony Emmert	Agreement No. PO #4202	To extend the expiration from October 16, 2013 to October 16, 2014, the first year of the option to renew for three additional one-year periods and increase the Purchase Order by $245,000 for a total of $501,083.03. The price per gallon for this term will remain $0.8952 for Sodium Bisulfite and $0.5769 for Sodium Hypochlorite for the Wastewater Treatment Plant and $0.7081 for the Water Division. A Request for Bid for treatment chemicals for the Water Resources Division was issued August 1, 2012. JCI Jones Chemical was the lowest bidder for Sodium Bisulfite and Sodium Hypochlorite.	
		207-1669	Change Order 1	**Total Contract Amount: $501,083**	
				FundingSource: Wastewater & Water Operation Funds	

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ATTACHMENT # 1
PAGE 1 OF 3

City Manager Contract List for 12/03/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Amendment	**Finance - Administration**	**Cintas Corporation**	**Paper shredding services for various City departments**	**$25,000**
		Mike More	Agreement No. 5974-42-FN	This amendment will extend the agreement through September 30, 2014 to continue paper shredding services for various City buildings, and add the Library as a serviced facility. Cintas was selected through an RFP process that was conducted in 2012.	
		385-7480	Amendment 1	**Total Contract Amount: $50,000**	
				FundingSource: General Fund	
E	Purchase Order	**Fire**	**Municipal Emergency Services, Inc.**	**Honeywell Structural Coat & Pants - Safety Clothing**	**$29,079**
		Darwin Base	Purchase Order No. 4681	Department issued a bid to three vendors for replacement of protective clothing for firefighting operations - turnouts. Only one of the three vendors met all of the specifications. This type of purchase was previously approved in June 2013.	
		385-7704		**Total Contract Amount: $29,079**	
				FundingSource: General Fund	
F	Purchase Order	**Fire**	**Municipal Emergency Services, Inc.**	**Honeywell Structural Coat & Pants - Safety Coating**	**$33,233**
		Darwin Base	Purchase Order No. 4685	Department issued a bid to three vendors for new protective clothing for recruit academy 2013. Only one of the three vendors met all of the specifications. This type of purchase was previously approved for past recruit academy last fiscal year.	
		385-7704		**Total Contract Amount: $33,233**	
				FundingSource: Measure "O" Funds	
G	Purchase Order	**Environmental Resources**	**Verizon**	**Network equipment to support merging the Republic Network to City's network**	**$44,827**
		Tom Clock	Purchase Order No. 4696	In order to merge Republic Services' network equipment with the City's network, network cabling is necessary. Verizon is our current contractor and utilizes the Western States Contracting Alliance (WSCA) contract. Utilizing WSCA allows agencies to purchase directly from the vendor. State government saves money through pre-negotiated volume pricing and the avoidance of duplicated procurement efforts by multiple agencies for the same products.	
		385-7558		**Total Contract Amount: $44,827**	
				FundingSource: Environmental Resources/MRF Start-up	

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ATTACHMENT #1
PAGE 2 OF 3

City Manager Contract List for 12/03/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
H	**Task Order**	**Public Works/CPM**	**Penfield & Smith**	**General On-Call Engineering Services**	**$52,451**
		Lou Balderrama	Agreement No. A-7425	Structural evaluation of existing Material Recycling Facility (MRF) and inspection of existing MRF processing equipment. As a result of a Request for Proposal process, the City entered into an as-needed agreement with Penfied & Smith to provide on-call services. The contract amount is unchanged.	
		340-5358	Task Order 27	**Total Contract Amount: $900,000**	
				FundingSource: Solid Waste Operating Funds	
I	**Purchase Order**	**Fleet Services for Environmental Resources**	**Vista Ford**	**Purchase of replacement vehicle for Environmental Resources**	**$25,113**
		Bill Birch	Purchase Order No. 1379	A request for bid went out June 18, 2013 for one (1) new 1/2 ton pickup truck. Current vehicle required engine replacement at a cost more than the value of the vehicle. Due to timing issues the price could not be locked in. A second request for bid went out on October 3, 2013. This action will ratify approval obtained on June 6, 2013 due to the time constraints in terms of locking in the price for this vehicle.	
		385-8080		**Total Contract Amount: $25,113**	
				FundingSource: Solid Waste Funds	

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ATTACHMENT # 1
PAGE 3 OF 3

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12 / 03 / 13

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

Prepared By: Michael Henderson MH Agenda Item No. S-3

Reviewed By: City Manager City Attorney SMF Finance JC Other *(Specify)*

DATE: November 7, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent MH
City Manager Department

SUBJECT: **Reprogram CDBG Funds to the Campus Park Gymnasium Wing Interior Remodel Balance from Completed Projects**

RECOMMENDATION

That City Council approve a special budget appropriation reprogramming $300,000 of CDBG funding to the Campus Park Gymnasium Project No. 137401 for the remodel of the North Wing.

DISCUSSION

When CDBG funded projects have been completed, remaining funds are available for reprogramming to needed and eligible projects. The City's General Services Division is requesting $300,000 of those funds for the remodel of the North Wing of the Gymnasium building located at Campus Park (Attachment 1). These funds are required because of additional scope to address structural issues; extensive flooring repairs and providing heating to the area. On June 11, 2013 as part of the Grant's City Action Plan, Council approved funding for this project but these additional funds are required because of the scope of repairs needed to the facility.

FINANCIAL IMPACT

Campus Park Gymnasium Project (137401) currently has appropriations in the amount of $1,380,600 from CDBG for the remodel of the North Wing. Based on unforeseen conditions including structural, flooring and heating (Attachment 2), the total cost is estimated to be $1,680,600. Additional CDBG funds in the amount of $300,000 are recommended for reprogramming to this project.

MH/pcf

Attachment #1 – Project Agenda
#2 – Special Budget Appropriations

PROJECT AGENDA

10/28/2013

Project: Campus Park Gym North Wing

Scope: North Wing is to be made water tight by replacing the roof and windows; address structural issue by replacing the north and east side exterior walls; make repairs to interior concrete floors to make them level and with useable surface; add heating to the space to allow for use by students and staff.

Budget: $1,380,600.00

Design: Estimate for construction cost is $1,680,600.00 to complete the scope items above and make the interior of the north wing functional as program space for student activities and permanent staff space.

Short Fall: ($300,000.00)

Propose: Reprogram funds from completed CDBG projects to this project that is in design phase so that it can move through the public bid and construction phase for this north wing area.

ATTACHMENT 1
EXHIBIT
PAGE 1 OF 1

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: General Services **Date:** November 19, 2013

Project/Program Manager: Ralph Alamillo **Phone:**

Reason for Appropriation:

Reprogram funds from completed CDBG projects to Campus Park Gym project for the remodel of the North Wing.

Accounts and Descriptions		AMOUNT
Fund: 285 - CDBG ENTITLEMENT		
Revenues		
5139 - GRANTS MANAGEMENT		
285-5139-521-7206	FEDERAL & STATE SOURCES / CDBG GRANT	300,000
	Sub-total Revenues	300,000
Expenditures		
CAMPUS PARK GYM (Project 137401)		
285-7465-826-8605	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	300,000
	Sub-total Expenditures	300,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**300,000**

Approvals

Department Director

Chief Financial Officer James Camera

City Manager

ATTACHMENT 2
EXHIBIT
PAGE 1 OF 1

SB REQUIRES CITY COUNCIL AUTHORIZATION (Finance Use Only) Revised : 2/23/2012

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12 / 03 / 13

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. S-4

Reviewed By: City Manager City Attorney RT Finance Other *(Specify)*

DATE: November 13, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager Department

SUBJECT: **Agreement Nos. 6387-13-CM, 6388-13-CM, 6389-13-CM and 6396-13-CM**
On-Call Soils and Material Testing and Inspection Services

RECOMMENDATION

That City Council approve and authorize the Interim City Manager to execute the four Professional Services Agreements (Agreement Nos. 6387-13-CM, 6388-13-CM, 6389-13-CM and 6396-13-CM) for On-Call Soils & Material Testing and Inspection Services to be provided by Fugro Consultants, Earth Systems, BTC Lab Vertical Five and Leighton Consulting, each in an amount not to exceed $250,000.

DISCUSSION

The City requires on-call soils & material testing and specialty inspection services in order for both construction and internal design projects to progress without interruption. The City has neither the staff nor laboratory facilities to perform these services internally. The City first secured multiple firms for these services following the RFP process in 2009 and those agreements reached their maximum allowable renewal periods in October of 2013. The City's General Services Division obtained permission to issue a new RFQ and did so in August 2013. The legal notice for the RFQ was first posted August 1, 2013. The City received 12 proposals on the due date of August 29, 2013. A committee was selected to review and rank the proposals. Staff recommends entering into agreements with the top four firms; Earth Systems Southern California, Fugro Consultants, Inc., BTC Lab Vertical Five and Leighton Consulting, Inc. The agreements with each firm are identical and include a term of multiple years with options to renew for three additional years, and a contract amount not to exceed $250,000 for the initial term.

FINANCIAL IMPACT

The four firms have each agreed to a set fee schedule for basic services and work will be assigned to each by Task Orders and a cost quote for each Task Order will be obtained prior to start of any work. Task Orders are reviewed and approved by the Contract Compliance Review Committee and submitted to Mayor and Council if more than $25,000. This is a City-wide use agreement and funds are allocated by various departments for the services on a project-by-project basis for each assigned Task Order. The

Task Orders issued to the four firms are to be rotated in such a manner so that task assignments are equalized.

MH/pcf

Attachment #1 – Professional Services Agreements
#2 - Committee Evaluation Ranking
#3 - Legal Notice/Certification of Publication
#4 - Request for Qualifications
#5 - Authorization from CMO

Agreement No. 6387-13-CM

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of November, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Earth Systems Southern California ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as Geotechnical Services, Soils and Material Testing, Inspection Services, including Special Inspections and other supplemental professional laboratory services as set forth in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Patrick Boales as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on November 19, 2013, and will expire on November 19, 2015. The City may exercise an option to extend the Agreement for one (1) additional one-year term for this on-call service with a final expiration date of November 19, 2016. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the initial term of the agreement an amount not to exceed $250,000.00 for services provided under this Agreement at rates for basic services provided in Exhibit B attached hereto and incorporated by this reference in full herein. Such rates are to be adjusted as required for those personnel providing services under this agreement who are required to be provided Prevailing Wage Rates per the State of California Division of Industrial Relations (DIR) on a predetermined periodic basis. There will be an allowable annual adjustment of non-personnel service rates based on the Consumer Price Index (CPI-U Los Angeles); and non-basic services will be paid at an agreed upon task order quote amount and approved by City.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant'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.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its

obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is; an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to:
Earth Systems Southern California
1731-A Walter Street
Ventura, CA 93003
Attention: Patrick Boales

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard CM General Services
1060 Pacific Ave., Bldg. 2
Oxnard, California 93030
Attention: Patricia Friend

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

CONSULTANT: Earth Systems Southern California

Patrick V. Boales, President

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

CITY OF OXNARD
ON-CALL SERVICES
SOILS & MATERIAL TESTING & INSPECTION SERVICES
SCOPE OF SERVICES

SCOPE OF WORK

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction and post construction. Assist the City in obtaining any required permits related to this service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction and post construction; including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

Welding Inspector(s) -Welding processes including SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards (AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT, MT.RT, and UT. Personnel to be used for this service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

Service Overview

The consultant will have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. They must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The consultant shall be responsible for the submittal and approval of their qualified personnel and procedures to be used under this agreement to City staff prior to any initial work taking place under this agreement. The consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this agreement.

EXHIBIT B

Soils & Material Testing & Inspection On-Call Services Fee Schedule for Base Routine Services

Basic Personnel, Test, Equipment, & Standard Items:

	Lower Rates
Minimum Call-out Rate:	
2 Hr:	Group 3 only - $95/hr
4 Hr:	Group 3 only - $95/hr
8 Hr:	
None:	
Equipment:	
Truck - Day Rate:	$50
Hourly:	$12.50
Mileage Charge:	$0.565
Personnel:	
Principal:	$150
Sr. Engineer:	$150
Staff Geologist:	$110
(Prevailing Wage Rates Apply to Following):	
Technician Group 1 - Soil / Concrete:	$90
Technician Group 2 - PW Insp. / Batch Plant / Special Inspector:	$88
Technician Group 3 - Nondestructive Testing:	$95
Test:	
4" Curb - Max Density:	$175
6" Curb - Max Density:	$195
Soil:	
Sand Equivalent:	$95
Sieve Analysis:	$105
Passing 200 Wash:	$65
Sieve with Hydrometer Analysis:	$160
R Value:	$270
EI - Expansion Index:	$130
Slurry Seal:	
Wet Track Abrasion Test:	$70
Asphalt:	
LTMD - Bulk Max Density 308:	$200
Theoretical Max Specific Gravity 309:	$105
Exraction & Gradation:	$150
Stable Meter-S Value:	$140
Ignition Oven Value:	$120
Correction Value:	$1,117 per mix, $270/sample afterwards
Core Density Test:	$40
Concrete:	
Concrete Compression Test -	
4 x 8:	$20
6 x 12:	$25
Cylinder Pick-up:	$9.50
Masonry:	
Compression Strength Grout:	$25
Compression Strength Mortar:	$25
Compression Strength Prism:	$145

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Risk Manager
Reference No. 6387-13-CM
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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

10/13

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

Client#: 114 EARTHSYST1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/06/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SCG, Inc., dba Earth Systems
Southern California
1731-A Walter Street
Ventura CA 93303

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Ins. Co.	19682
INSURER B: American Automobile Ins. Co.	21849
INSURER C: Lexington Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	57UUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	$1,000,000 per claim $2,000,000 annl aggr.	

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

General Liability Excludes Claims Arising Out of the Performance of Professional Services.
Agreement No. 6387-13-CM.
The City of Oxnard, it's City Council, officers, employees, agents and volunteers are additional insureds as respects to General & Automobile Liability per policy form wording. Such insurance is Primary & Non Contributory with Severability of Interest clause. See attachments.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager, Reference No. 6387-13-CM
300 West Third Street, Suite 302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Julie LA Nelson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Oxnard Risk Manager, Reference No. 6387-13-CM 300 West Third Ttreet, Suite 302 Oxnard, CA 93030	

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) **Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) **Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) **Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) **Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) **Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) **When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) **When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) **Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) **Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit**
   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
6. **Representations**
   a. **When You Accept This Policy**

      By accepting this policy, you agree:

      (1) The statements in the Declarations are accurate and complete;
      (2) Those statements are based upon representations you made to us; and
      (3) We have issued this policy in reliance upon your representations.

   b. **Unintentional Failure To Disclose Hazards**

      If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.
7. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.
8. **Transfer Of Rights Of Recovery Against Others To Us**
   a. **Transfer of Rights Of Recovery**

      If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

      If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.
9. **When We Do Not Renew**

   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

   If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Oxnard Risk Manager, Reference No. 6387-13-CM 300 West Third Ttreet, Suite 302 Oxnard, CA 93030	

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: SCG, Inc., dba Earth Systems
Policy Number:57UUNUO0049
Policy Effective Dates: 04/01/13
Additional Insured:

Additional Insured: SECTION II – LIABILITY COVERAGE
1. WHO IS AN INSURED: The following are "insureds"
c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS
B. General Conditions - 5. Other Insurance
a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS
G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of November, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Fugro Consultants, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as Geotechnical Services, Soils and Material Testing, Inspection Services, including Special Inspections and other supplemental professional laboratory services as set forth in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Craig Prentice as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on November 19, 2013, and will expire on November 19, 2015. The City may exercise an option to extend the Agreement for one (1) additional one-year term for this on-call service with a final expiration date of November 19, 2016. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the initial term of the agreement an amount not to exceed $250,000.00 for services provided under this Agreement at rates for basic services provided in Exhibit B attached hereto and incorporated by this reference in full herein. Such rates are to be adjusted as required for those personnel providing services under this agreement who are required to be provided Prevailing Wage Rates per the State of California Division of Industrial Relations (DIR) on a predetermined periodic basis. There will be an allowable annual adjustment of non-personnel service rates based on the Consumer Price Index (CPI-U Los Angeles); and non-basic services will be paid at an agreed upon task order quote amount and approved by City.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant'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.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its

obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is; an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to:
Fugro Consultants, Inc.
4820 McGrath Street, Suite 100
Ventura, CA 93003
Attention: Craig Prentice

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard CM General Services
1060 Pacific Ave., Bldg. 2
Oxnard, California 93030
Attention: Patricia Friend

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

CONSULTANT: Fugro Consultants, Inc.

Craig Prentice, Principal

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

CITY OF OXNARD
ON-CALL SERVICES
SOILS & MATERIAL TESTING & INSPECTION SERVICES
SCOPE OF SERVICES

SCOPE OF WORK

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction and post construction. Assist the City in obtaining any required permits related to this service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction and post construction; including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

Welding Inspector(s) -Welding processes including SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards (AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT, MT.RT, and UT. Personnel to be used for this service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

Service Overview

The consultant will have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. They must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The consultant shall be responsible for the submittal and approval of their qualified personnel and procedures to be used under this agreement to City staff prior to any initial work taking place under this agreement. The consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this agreement.

EXHIBIT B

Soils & Material Testing & Inspection On-Call Services Fee Schedule for Base Routine Services

Basic Personnel, Test, Equipment, & Standard Items:

	Lower Rates
Minimum Call-out Rate:	
2 Hr:	Group 3 only - $95/hr
4 Hr:	Group 3 only - $95/hr
8 Hr:	
None:	
Equipment:	
Truck - Day Rate:	$50
Hourly:	$12.50
Mileage Charge:	$0.565
Personnel:	
Principal:	$150
Sr. Engineer:	$150
Staff Geologist:	$110
(Prevailing Wage Rates Apply to Following):	
Technician Group 1 - Soil / Concrete:	$90
Technician Group 2 - PW Insp. / Batch Plant / Special Inspector:	$88
Technician Group 3 - Nondestructive Testing:	$95
Test:	
4" Curb - Max Density:	$175
6" Curb - Max Density:	$195
Soil:	
Sand Equivalent:	$95
Sieve Analysis:	$105
Passing 200 Wash:	$65
Sieve with Hydrometer Analysis:	$160
R Value:	$270
EI - Expansion Index:	$130
Slurry Seal:	
Wet Track Abrasion Test:	$70
Asphalt:	
LTMD - Bulk Max Density 308:	$200
Theoretical Max Specific Gravity 309:	$105
Exraction & Gradation:	$150
Stable Meter-S Value:	$140
Ignition Oven Value:	$120
Correction Value:	$1,117 per mix, $270/sample afterwards
Core Density Test:	$40
Concrete:	
Concrete Compression Test -	
4 x 8:	$20
6 x 12:	$25
Cylinder Pick-up:	$9.50
Masonry:	
Compression Strength Grout:	$25
Compression Strength Mortar:	$25
Compression Strength Prism:	$145

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Risk Manager
Reference No. 6388-13-CM
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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

10/13

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD

CERTIFICATE OF LIABILITY INSURANCE 7/1/2014

DATE (MM/DD/YYYY) 10/30/2013

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

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

PRODUCER
LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Lloyd's/Liberty Int'l Underwriters	
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1365452
Fugro Consultants, Inc.
4820 McGrath Street, Suite 100
Ventura CA 93003

COVERAGES

CERTIFICATE NUMBER: 12653001 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	TB2-641-005066-033	7/1/2013	7/1/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-005066-023	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB X OCCUR	Y	Y	LME-5710	7/1/2013	7/1/2014	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA7-64D-005066-083	7/1/2013	7/1/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All policies include a blanket notice of cancellation to certificate holders endorsement, providing for (30) days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, (10) days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation. The Workers' Compensation/EL policy includes Longshore & Harbor Workers' Compensation Act Coverage Endorsement per form # WC000106A and Outer Continental Shelf Lands Act Coverage Endorsement per form # WC000109B
RE: Agreement Number 6388-13-CM

CERTIFICATE HOLDER

12653001

City of Oxnard – Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION See Attachment

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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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE 6/30/2014

DATE (MM/DD/YYYY) 10/30/2013

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

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

PRODUCER
LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : A.F. Beazley 2623/623	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1365454
Fugro Consultants, Inc.
4820 McGrath Street, Suite 100
Ventura CA 93003

COVERAGES CERTIFICATE NUMBER: 12653003 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A B	Professional Liab - Incl. Contractor's Pollution	N	N	015438063 GLOPR1301253	6/30/2013 6/30/2013	6/30/2014 6/30/2014	Each Claim $1,000,000 Aggregate $5,000,000 SIR Per Claim $2,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Professional Liability includes a blanket notice of cancellation to certificate holders endorsement, providing for (30) days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, (10) days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation. RE: Agreement Number 6388-13-CM

CERTIFICATE HOLDER

12653003

City of Oxnard – Risk Manager
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

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All Policies (Except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All Policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Policy No: AS2-641-005066-023
Effective Date: 07/01/2013
Expiration Date: 07/01/2014
Sales Office: 0001

Issued By: Liberty Mutual Fire Insurance Co.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organizations(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Policy Number TB2-641-005066-033
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;

2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and

3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.

2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

3 This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".

4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss.

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

© Insurance Services Office, Inc., 2008

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

Where required by contract or written agreement prior to loss and allowed by law.

Alabama, Arizona, Arkansas, Colorado, Georgia, Indiana, Mississippi, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, South Carolina, West Virginia
The premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

Alaska
The premium charge is 1.85% of the total standard premium, subject to a minimum premium of $250 per policy.

Florida, Maryland, Oregon
The premium charge is1% of the total manual premium subject to a minimum premium of $250 per policy.

Hawaii
The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

Louisiana
The premium charge is 2% of thetotal standard premium subject to a minimum premium of $250 per policy.

Massachusetts
The premium charge is 1% of the total manual premium.

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New York
The premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.Virginia
The premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

This endorsement is subject to audit.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005066-083 Effective Date Premium $

Issued to Fugro (USA) Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of November, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Testing Engineers Vertical V, Inc. dba BTC Labs Vertical Five ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as Geotechnical Services, Soils and Material Testing, Inspection Services, including Special Inspections and other supplemental professional laboratory services as set forth in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates D. Scott Moors as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on November 19, 2013, and will expire on November 19, 2015. The City may exercise an option to extend the Agreement for one (1) additional one-year term for this on-call service with a final expiration date of November 19, 2016. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the initial term of the agreement an amount not to exceed $250,000.00 for services provided under this Agreement at rates for basic services provided in Exhibit B attached hereto and incorporated by this reference in full herein. Such rates are to be adjusted as required for those personnel providing services under this agreement who are required to be provided Prevailing Wage Rates per the State of California Division of Industrial Relations (DIR) on a predetermined periodic basis. There will be an allowable annual adjustment of non-personnel service rates based on the Consumer Price Index (CPI-U Los Angeles); and non-basic services will be paid at an agreed upon task order quote amount and approved by City.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant'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.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its

obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is; an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to:
BTC Labs Vertical Five
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard CM General Services
1060 Pacific Ave., Bldg. 2
Oxnard, California 93030
Attention: Patricia Friend

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

CONSULTANT: Testing Engineers Vertical, Inc. dba BTC Lab Vertical Five

D. Scott Moors

D. Scott Moors, PG, CEG, CHg

APPROVED AS TO FORM:

For

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

CITY OF OXNARD
ON-CALL SERVICES
SOILS & MATERIAL TESTING & INSPECTION SERVICES
SCOPE OF SERVICES

SCOPE OF WORK

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction and post construction. Assist the City in obtaining any required permits related to this service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction and post construction; including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

Welding Inspector(s) -Welding processes including SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards (AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT, MT.RT, and UT. Personnel to be used for this service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

Service Overview

The consultant will have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. They must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The consultant shall be responsible for the submittal and approval of their qualified personnel and procedures to be used under this agreement to City staff prior to any initial work taking place under this agreement. The consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this agreement.

EXHIBIT B

Soils & Material Testing & Inspection On-Call Services Fee Schedule for Base Routine Services

Basic Personnel, Test, Equipment, & Standard Items:

	Lower Rates
Minimum Call-out Rate:	
2 Hr:	Group 3 only - $95/hr
4 Hr:	Group 3 only - $95/hr
8 Hr:	
None:	
Equipment:	
Truck - Day Rate:	$50
Hourly:	$12.50
Mileage Charge:	$0.565
Personnel:	
Principal:	$150
Sr. Engineer:	$150
Staff Geologist:	$110
(Prevailing Wage Rates Apply to Following):	
Technician Group 1 - Soil / Concrete:	$90
Technician Group 2 - PW Insp. / Batch Plant / Special Inspector:	$88
Technician Group 3 - Nondestructive Testing:	$95
Test:	
4" Curb - Max Density:	$175
6" Curb - Max Density:	$195
Soil:	
Sand Equivalent:	$95
Sieve Analysis:	$105
Passing 200 Wash:	$65
Sieve with Hydrometer Analysis:	$160
R Value:	$270
EI - Expansion Index:	$130
Slurry Seal:	
Wet Track Abrasion Test:	$70
Asphalt:	
LTMD - Bulk Max Density 308:	$200
Theoretical Max Specific Gravity 309:	$105
Exraction & Gradation:	$150
Stable Meter-S Value:	$140
Ignition Oven Value:	$120
Correction Value:	$1,117 per mix, $270/sample afterwards
Core Density Test:	$40
Concrete:	
Concrete Compression Test -	
4 x 8:	$20
6 x 12:	$25
Cylinder Pick-up:	$9.50
Masonry:	
Compression Strength Grout:	$25
Compression Strength Mortar:	$25
Compression Strength Prism:	$145

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Risk Manager
Reference No. 6389-13-CM
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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

10/13

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2013

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

Cavignac & Associates
450 B Street, Suite 1800
San Diego, CA 92101-8005
License No. OA99520

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 619-234-6848 FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavignac.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER	25674
INSURER B: TRAVELERS IND CO OF CT	25682
INSURER C: HUDSON INS CO	25054
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

NV5, Inc.; BTC Labs - Vertical V, Inc.
1868 Palma Dr., Suite A
Ventura, CA 92003 United States

COVERAGES **CERTIFICATE NUMBER:** 243507 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Cross Liab/Sev of Int	X					PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Deductible	$ 0
A	AUTOMOBILE LIABILITY			BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X					BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB3893T34A	5/1/2013	5/1/2014	X 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
C	Professional Liability			AEE7246003	5/1/2013	5/1/2014	Ea.Claim	$5,000,000
							Aggreg	$10,000,000

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

Re: Agreement #6389-13-CM, On Call Geotechnical Services, Soil and Material Testing & Insp. Additional Insured coverage applies to General and Automobile Liability for City of Oxnard, its City Council, officers, employees, agents and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit, Pollution Liability included per policy form #ADI0510002. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

CERTIFICATE HOLDER

City of Oxnard
1060 Pacific Ave., Bldg. 2
Oxnard, CA 93030
United States

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

Jeffrey W. Cavignac

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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Cavignac & Associates
INSURANCE BROKERS
License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

City of Oxnard
ATTN: Patricia Friend
1060 Pacific Ave., Bldg. 2
Oxnard, CA, 93030

Oct 27, 2013

Re: NV5, Inc.; BTC Labs - Vertical V, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243507.

Sincerely,

Cavignac & Associates Certificate Department
certificates@cavignac.com
619-234-1239 (fax)

cc: Danielle Wooten (danielle.wooten@nv5.com)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of November, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as Geotechnical Services, Soils and Material Testing, Inspection Services, including Special Inspections and other supplemental professional laboratory services as set forth in Exhibit A; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Gareth I. Mills as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on November 19, 2013, and will expire on November 19, 2015. The City may exercise an option to extend the Agreement for one (1) additional one-year term for this on-call service with a final expiration date of November 19, 2016. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the initial term of the agreement an amount not to exceed $250,000.00 for services provided under this Agreement at rates for basic services provided in Exhibit B attached hereto and incorporated by this reference in full herein. Such rates are to be adjusted as required for those personnel providing services under this agreement who are required to be provided Prevailing Wage Rates per the State of California Division of Industrial Relations (DIR) on a predetermined periodic basis. There will be an allowable annual adjustment of non-personnel service rates based on the Consumer Price Index (CPI-U Los Angeles); and non-basic services will be paid at an agreed upon task order quote amount and approved by City.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant'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.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its

obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

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

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is; an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to:
Leighton Consulting, Inc.
1822 Goodyear Avenue
Ventura, CA 93003
Attention: Gareth Mills

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard CM General Services
1060 Pacific Ave., Bldg. 2
Oxnard, California 93030
Attention: Patricia Friend

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

CONSULTANT: Leighton Consulting, Inc.

11/5/2013

Thomas C. Benson, Jr., PE, GE, REAI

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

CITY OF OXNARD
ON-CALL SERVICES
SOILS & MATERIAL TESTING & INSPECTION SERVICES
SCOPE OF SERVICES

SCOPE OF WORK

Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction and post construction. Assist the City in obtaining any required permits related to this service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction and post construction; including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

Welding Inspector(s) -Welding processes including SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards (AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT, MT.RT, and UT. Personnel to be used for this service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

Service Overview

The consultant will have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. They must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The consultant shall be responsible for the submittal and approval of their qualified personnel and procedures to be used under this agreement to City staff prior to any initial work taking place under this agreement. The consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this agreement.

EXHIBIT B

Soils & Material Testing & Inspection On-Call Services Fee Schedule for Base Routine Services

Basic Personnel, Test, Equipment, & Standard Items:

	Lower Rates
Minimum Call-out Rate:	
2 Hr:	Group 3 only - $95/hr
4 Hr:	Group 3 only - $95/hr
8 Hr:	
None:	
Equipment:	
Truck - Day Rate:	$50
Hourly:	$12.50
Mileage Charge:	$0.565
Personnel:	
Principal:	$150
Sr. Engineer:	$150
Staff Geologist:	$110
(Prevailing Wage Rates Apply to Following):	
Technician Group 1 - Soil / Concrete:	$90
Technician Group 2 - PW Insp. / Batch Plant / Special Inspector:	$88
Technician Group 3 - Nondestructive Testing:	$95
Test:	
4" Curb - Max Density:	$175
6" Curb - Max Density:	$195
Soil:	
Sand Equivalent:	$95
Sieve Analysis:	$105
Passing 200 Wash:	$65
Sieve with Hydrometer Analysis:	$160
R Value:	$270
EI - Expansion Index:	$130
Slurry Seal:	
Wet Track Abrasion Test:	$70
Asphalt:	
LTMD - Bulk Max Density 308:	$200
Theoretical Max Specific Gravity 309:	$105
Exraction & Gradation:	$150
Stable Meter-S Value:	$140
Ignition Oven Value:	$120
Correction Value:	$1,117 per mix, $270/sample afterwards
Core Density Test:	$40
Concrete:	
Concrete Compression Test -	
4 x 8:	$20
6 x 12:	$25
Cylinder Pick-up:	$9.50
Masonry:	
Compression Strength Grout:	$25
Compression Strength Mortar:	$25
Compression Strength Prism:	$145

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Risk Manager
Reference No. 6396-13-CM
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, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

10/13

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

Client#: 1257049 305LEIGHGRO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2013

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
BB&T Insurance Services
of Orange County
680 Langsdorf Drive Suite 100
Fullerton, CA 92831

CONTACT NAME: Kathy Waters
PHONE (A/C, No, Ext): 714 578-7238 FAX (A/C, No):
E-MAIL ADDRESS: KWaters@bbandt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co	25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leighton Consulting Inc
17781 Cowan Ste. 100
Irvine, CA 92614-6009

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 INSR	SUBR 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 / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PJUB7151C20313	09/01/2013	09/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Verification of Insurance
Re: Contract #4920-09-CM On Call

CERTIFICATE HOLDER

(LC)City of Oxnard
Risk Management
Ref #4920-09-CM
300 West Third St Suite 320
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
Roger Wilber

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Client#: 1257049 305LEIGHGRO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2013

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
BB&T Insurance Services
of Orange County
680 Langsdorf Drive Suite 100
Fullerton, CA 92831

CONTACT NAME: Kathy Waters
PHONE (A/C, No, Ext): 714 578-7238 FAX (A/C, No):
E-MAIL ADDRESS: KWaters@bbandt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Travelers Property Casualty Co	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Leighton Consulting Inc
17781 Cowan Ste. 100
Irvine, CA 92614-6009

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			065463440	02/14/2013	02/14/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC			Overall Policy	General	Aggregate		$$5,000,000
B	AUTOMOBILE LIABILITY			8100305L814TIL13	02/14/2013	02/14/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			006546318	02/14/2013	02/14/2014	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof/Pollutn Liab Claims Made			013001524	02/14/2013	02/14/2014	$2,000,000 Per Claim $4,000,000 Aggregate $50,000 Ded	

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

Additional Insured applies on General Liability per Lexington's Additional Insured Owners, Lessees or Contractors endorsement LX9604 10/01 and LX9605 10/01 attached to the General Liability policy as required by written contract. Primary wording applies to General Liability per Lexington's endorsement LX9838 08/05 attached to policy.
Additional Insured applies on Automobile Liability per Traveler's Additional Insured endorsement CAT301
(See Attached Descriptions)

CERTIFICATE HOLDER

(LC)City of Oxnard
Risk Management
Ref #4920-09-CM
300 West Third St Suite 320
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

Roger Wilber

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DESCRIPTIONS (Continued from Page 1)

02/99 attached to the Automobile policy as required by written contract.
Re: Contract #4920-09-CM On-Call
Additional Insured to include per above specifications: City of Oxnard, its City Council, officers, employees, agents and volunteers.
Contractual Liability applies on General Liability as contained within Lexington's Commercial General Liability policy form LX9641 02/11 Section I Coverages, Coverage A.1.a,2.b(2), Section IV, Definitions 9.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **AS REQUIRED BY WRITTEN CONTRACT** (LC)City of Oxnard;Risk Management Ref #4920-09-CM;300 West Third St Suite 320 Oxnard, CA 93030-0000
Location And Description of Completed Operations: Re: Contract #4920-09-CM On-Call Additional Insured to include per above specifications: City of Oxnard, its City Council, officers, employees, agents and volunteers.
Additional Premium: **INCLUDED**

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

Section II -Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: AS REQUIRED BY WRITTEN CONTRACT (LC)City of Oxnard;Risk Management Ref #4920-09-CM;300 West Third St Suite 320 Oxnard, CA 93030-0000 Re: Contract #4920-09-CM On-Call Additional Insured to include per above specifications: City of Oxnard, its City Council, officers, employees, agents and volunteers.

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

A. **Section II -Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**
This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization	Address
(LC)City of Oxnard;Risk Management	**Ref #4920-09-CM;300 West Third St Suite 320 Oxnard, CA 93030-0000**

Re: Contract #4920-09-CM On-Call Additional Insured to include per above specifications: City of Oxnard, its City Council, officers, employees, agents and volunteers.

ENDORSEMENT

This endorsement, effective 12:01 AM 02/14/2013

Forms a part of policy no.: 065463440

Issued to: LEIGHTON GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

CANCELLATION AMENDMENT

In consideration of the premium charged, it is hereby agreed that the cancellation provision is amended to 90 days in lieu of (30) days, except for non-payment of premium which remains (10) days.

All other terms and conditions remain unchanged.

David Bressler

Authorized Representative OR
Countersignature (In states where applicable)

LX9586 (02/03)

ATTACHMENT 1
EXHIBIT
PAGE 91 OF 93

ENDORSEMENT

This endorsement, effective 12:01 AM 02/14/2013

Forms a part of policy no.:
065463440

Issued to: LEIGHTON GROUP, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

David Bressler

Authorized Representative OR
Countersignature (In states where applicable)

LX9838 (08/05)

ATTACHMENT 1
EXHIBIT
PAGE 92 OF 93

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract.** The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING $10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

   I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION
   I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

LEIGHTON CONSULTING, INC.	THOMAS C. BENSON, JR. PRESIDENT & CEO
FIRM/COMPANY NAME	NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Thomas Benson	NOVEMBER 5, 2013
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE OF EXECUTION

ATTACHMENT 1
EXHIBIT
PAGE 93 OF 93

General On-Call Soils Material Testing & Inspection Services **Reviewed**
On-Call Services RFQ **9/9/2013**

	Name of Firm	*Total Scores	**Rankings	
1	NV5 - BTC Lab	5	#1	)
2	Leighton	11	#2	)
3	Fugro	16	#3	)
4	Earth Systems	17	#4	)
5	Twining, Inc.	18	#5	
6	CTE, Inc.	23	#6	
7	Gorian	31	#7	
8	Geocon	36	#8	
9	Moore Twining	42	#9	
10	CGIT	43	#10	
11	Terracon	43	#10	
12	Salem Engineering	47	#11	

Review Fees for top four (4) and offer agreements

Reviewers: Robert Hearne
Ralph Alamillo
Raymond Williams
Vince Cruz
Patricia Friend

*Total number of ranking by Committee #1 - #12
** Total number of ranking divided by 5 = Rank

ATTACHMENT 2
EXHIBIT
PAGE 1 OF 1

Certificate of Publication

Ad #333946

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:

Aug. 02, 2013

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

Dated this Aug. 02, 2013; in Camarillo, California, County of Ventura.

Maria Rodriguez
(Signature)

Request for Qualifications (RFQ)
On-Call Soils & Material Testing
and Inspection Services

Introduction
The City of Oxnard ("City") CM General Services Division is soliciting proposals from qualified firms for On-Call Soils & Material Testing and Inspection Services. The services provided will be for various testing processes and inspections related to the design and construction of various types of projects on an on-call basis and such services may be used by various City departments.

Scope of Services
A detailed Scope of Services is included with the RFQ. All companies submitting proposals should be familiar with the City's codes, standards, procedures and processes as may be related to these services.
Proposal Requirements
Copies of the complete request for proposals are available on Monday, August 5, 2013 on the City's website at www.ci.oxnard.ca.us and at the www.cybercopyusa.com. For information you may contact CM General Services Procurement at (805)385-7821.
Due Date for Proposals: August 29, 2013 before 2:00 p.m.
Firms shall submit their proposals, showing proposer's name and address on cover in sealed package addressed to:
City of Oxnard, CM General Services Division
Patricia Friend, Construction Project Coordinator
1060 Pacific Ave., Bldg. 2
Oxnard, CA 93030
Proposals shall contain 2 Envelopes:
Mark Envelope 1- "RFQ City of Oxnard On-Call Soils & Material Testing and Inspection Services- Proposal / Statement of Qualifications" and
Mark Envelope 2- "RFQ City of Oxnard On-Call Soils & Material Testing and Inspection Services- Statement of Compensation"

The City reserves the right to reject any and all proposals. Questions may be directed to Patricia
Friend, 1060 Pacific Ave., Bldg. 2, Oxnard, CA 93030; phone (805) 385-7821 or email: Patricia.Friend@ci.oxnard.ca.us.
Publish: August 2, 2013, Ad No. 333946

ATTACHMENT 3
EXHIBIT
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

CITY OF OXNARD

CM GENERAL SERVICES DIVISION

Request for Qualifications (RFQ) On-Call Soils & Material Testing and Inspection Services

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Manuel M. Muñoz

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 Director of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

August 01, 2013

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

1 st **day of** August **2013**

(Signature)

Request for Qualifications (RFQ) On-Call Soils & Material Testing and Inspection Services

Introduction

The City of Oxnard ("City") CM General Services Division is soliciting proposals from qualified firms for On-Call Soils & Material Testing and Inspection Services. The services provided will be for various testing processes and inspections related to the design and construction of various types of projects on an on-call basis and such services may be used by various City departments.

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Patricia Friend, Construction Project Coordinator
1060 Pacific Ave., Bldg. 2
Oxnard, CA 93030

Proposals shall contain 2 Envelopes:

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The City reserves the right to reject any and all proposals. Questions may be directed to Patricia Friend, 1060 Pacific Ave., Bldg. 2, Oxnard, CA 93030; phone (805) 385-7821 or email: Patricia.Friend@ci.oxnard.ca.us.

Publishing Date: 08/01/2013

ATTACHMENT 3
EXHIBIT
PAGE 2 OF 2

Request for Qualifications (RFQ)
On-Call Soils & Material Testing
and Inspection Services

Introduction
The City of Oxnard ("City") CM General Services Division is soliciting proposals from qualified firms for On-Call Soils & Material Testing and Inspection Services. The services provided will be for various testing processes and inspections related to the design and construction of various types of projects on an on-call basis and such services may be used by various City departments.

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Due Date for Proposals: August 29, 2013 before 2:00 p.m.
Firms shall submit their proposals, showing proposer's name and address on cover in sealed package addressed to:

City of Oxnard, CM General Services Division
Patricia Friend, Construction Project Coordinator
1060 Pacific Ave., Bldg. 2
Oxnard, CA 93030

Proposals shall contain 2 Envelopes:
Mark Envelope 1- "RFQ City of Oxnard On-Call Traffic Engineering Services- Proposal / Statement of Qualifications" and
Mark Envelope 2- "RFQ City of Oxnard On-Call Traffic Engineering Services- Statement of Compensation"

The City reserves the right to reject any and all proposals. Questions may be directed to Patricia Friend, 1060 Pacific Ave., Bldg. 2, Oxnard, CA 93030; phone (805) 385-7821 or email: Patricia.Friend@ci.oxnard.ca.us.

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD

CM GENERAL SERVICES

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

ON CALL SOILS & MATERIAL TESTING & INSPECTION SERVICES

**PROPOSALS MAY BE MAILED
OR DELIVERED IN PERSON
TO THE CM GENERAL SERVICES PROCUREMENT
OFFICE AT
1060 PACIFIC AVE., BLDG. 2, OXNARD, CA 93030**

**PROPOSALS MUST BE RECEIVED BY 2:00 P.M.
ON THE DATE INDICATED BELOW:**

August 29, 2013

ATTACHMENT 4
EXHIBIT
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CITY OF OXNARD
REQUEST FOR QUALIFICATIONS
ON CALL SOILS & MATERIAL TESTING & INSPECTION SERVICES

INSTRUCTIONS TO PROPOSERS **PAGE**

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CITY OF OXNARD
ON CALL SOILS & MATERIAL TESTING & INSPECTION SERVICES

INSTRUCTIONS TO PROPOSERS

RECEIPT AND OPENING OF QUALIFICATIONS

The City of Oxnard CM General Services Division invites qualified consultants to submit qualifications for on call soils and material testing and inspection services. Qualifications will be received in the CM General Services Procurement Office until 2**:00 p.m.** on **THURSDAY, AUGUST 29, 2013.**

Packages containing the two envelopes with the qualifications (5 copies) and statement of compensation (5 copies) must be sealed and addressed to City of Oxnard Procurement Office, 1060 Pacific Ave., Bldg. 2, Oxnard, California 93030, Attention: Patricia Friend. This outer envelope must show the proposer's name and address and the two envelopes contained inside must be sealed and marked:

- **"ENVELOPE 1: RFQ CITY OF OXNARD ON CALL SOILS & MATERIAL TESTING & INSPECTION SERVICES PROPOSAL/STATEMENT OF QUALIFICATIONS"** and
- **"ENVELOPE 2: RFQ CITY OF OXNARD ON CALL SOILS & MATERIAL TESTING & INSPECTION SERVICES STATEMENT OF COMPENSATION."**

Statement of Qualifications will not be opened publicly. Any proposal received after the established closing date and time will not be accepted. Qualification results will be available after proposals have been reviewed.

Statement of Qualifications may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer's.

QUALIFICATIONS SUBMISSION REQUIREMENTS

Each submittal shall consist of two separate parts, **each in its own sealed envelope** and labeled as 1) Proposal/Statement of Qualifications and 2) Statement of Compensation.

Statements of Qualifications should be as concise as possible, at a minimum shall contain the information presented below (printed on one side of the sheet).

1. Cover letter of introduction.
2. Firm profile and experience in Soils & Material Testing and Inspection Services. Include location of corporate office and local facilities.
3. Qualifications of staff.
4. Exhibit A – Scope of Services
5. Exhibit B - Compensation Schedules
6. Exhibit C – Statement of Proposer's Qualifications and References
7. Exhibit D – Statement of Proposer's Past Contract Disqualifications

Additional materials, including detailed resumes and brochures may be submitted as an attached appendix to the proposal. Brochures and marketing materials not directly related to specific experience with the proposed scope of work shall not be submitted as part of this proposal.

Note the requirement to submit this information separate from the proposal. Sealed copies of the Statement of Compensation shall be provided in the manner prescribed herein, with "Statement of Compensation," and project name clearly shown on the front of the envelope.

In addition, any material that will add to the persuasiveness of your proposal may be included.

If you are not willing to accept the requirements and conditions of this request for qualifications, identify in your proposal all requirements and conditions you do not accept. Failure to identify any such requirements and conditions will be deemed acceptance of all requirements and conditions.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within contractor's organization.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Procurement Agent. Every request for such interpretation must be in writing and addressed to: CM General Services Procurement, City of Oxnard, 1060 Pacific Ave., Bldg. 2, Oxnard, CA 93030 and, to be given consideration, must be received at least seven (7) calendar days prior to the date fixed for the closing of bids. Requests for interpretation may be faxed to the Procurement office at (805) 385-8360 or by e-mail at patricia.friend@ci.oxnard.ca.us. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed, emailed or mailed to all known prospective proposers (at the respective addresses furnished for such purposes) no later than seven (7) calendar days prior to the date fixed for the closing of proposals. Such addenda will also be posted on the websites where these listings are maintained. Addenda required later than seven (7) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under

CITY OF OXNARD
REQUEST FOR QUALIFICATONS
ON CALL SOILS & MATERIAL TESTING & INSPECTION SERVICES

GENERAL TERMS AND CONDITIONS

The following "General Terms and Conditions" shall be applicable to any contract or agreement entered into as a result of this proposal. The terms "proposer", "consultant", "contractor" and "firm" may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the City enters into an agreement as a result of this solicitation.

1. All work performed shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the consultant. The consultant will be held responsible for their work. The City will deal directly with and make all payments to the prime contractor.

2. The City may make such investigations as necessary to determine the ability of the contractor to perform the services as required. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such consultant fails to satisfy the City that the consultant is qualified to carry out the obligations of the agreement.

3. The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the City's property from any and all injury or loss arising in connection with any agreement entered into hereunder. The consultant 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 the premises where the work is being performed.

4. The consultant shall comply with all applicable federal, state and local laws, ordinances, regulations and codes and shall obtain and maintain throughout the term of the agreement, all required permits, certificates and licenses, including a **City of Oxnard business license**.

5. The consultant shall be an independent consultant in performing services for the City as part of any agreement entered into as a result of this bid. Consultant and consultant's agents, employees, subconsultants and other persons acting on the consultant's behalf are not employees of the City.

6. Except as the City may specify in writing, consultant and its agents, employees and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity as agents or otherwise to bind City to any obligation whatsoever;

7. The consultant agrees that all persons employed by consultant shall be treated equally by consultant without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, or age and in compliance with all anti-discrimination laws of the United States of America, the State of California, and the City.

8. The consultant agrees to indemnify, hold harmless and defend the City, its City Council, and each member thereof, and every officer, employee, representative or agent of the City, from any liability, claims, demand, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to the agreement performed by the consultant or consultant's agents, employees, subconsultant, or other persons acting on consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which consultant or consultant's agents, employees, subconsultants, or other persons acting on consultant's behalf would be held strictly liable.

9. The consultant shall obtain and maintain throughout the term of the agreement, insurance coverages, with the City as additional insured, as specified in Exhibit INS-A, included in sample contract, Exhibit E.

10. City may terminate contract at any time, with or without cause, by giving notice to consultant. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice.

11. In the event of any dispute with regard to the provisions of any agreement entered into hereunder, the dispute may be submitted to arbitration upon mutual agreement of the parties, under such procedures as parties may agree upon, or, if the parties cannot agree, then under the applicable rules of the American Arbitration Association.

12. City agrees to pay consultant upon satisfactory completion of services provided and upon submission to City of any invoice for said services performed. City shall pay consultant within 30 days of receipt and acceptance of invoice.

CITY OF OXNARD
REQUEST FOR QUALIFICATIONS
ON SOILS & MATERIAL TESTING & INSPECTION SERVICES
SCOPE OF SERVICES

GENERAL INFORMATION

The City of Oxnard, on an on-going basis, has many projects that are designed by in-house staff and by outside consultants and that will be under construction following completed design and public bid process that require the City to obtain sampling and testing services of sites; including soils, compaction and materials being used. There is also the need for various types of inspection services and these may include but not be limited to specialty building and deputy inspectors; welding, both field and manufacture of pipe, beams, plate and other related construction materials. The types of projects in design or under construction may be, but not limited to, streets; water lines; sewer lines; storm drains; recycled water lines; various building structures, both new construction and remodeling; parks and parking lots. The agreement entered into with the successful firm(s) under this solicitation for services are to provide such services on an on-call basis. The primary goal of this agreement is to employ the consultant(s) to provide these types of services and to obtain lab results and reports of these activities and these may include daily inspections and reports. If multiple firms submit proposals and are found to meet or exceed all of the requirements for these services; and in order to ensure adequate and timely services, the City may choose to issue an agreement to more than one firm.

SCOPE OF WORK

The proposal shall identify a concise description for a typical scope of work and process that would be normally used by the consultant for soils and materials sampling and testing and inspection service and how the consultant will complete such services. It is up to the consultant to determine the best and most cost-effective method to complete the service so that the project/task order for testing and inspection information can be used to allow for design and/or construction of a project to be done to the satisfaction of the City of Oxnard. Using the hourly fee rate amount and from that rate, a lump sum amount for the entire duration of each project/task order, which will include but not limited to the following services:

a. Testing services as assigned for complete projects/tasks, before construction, during construction and post construction. Assist the City in obtaining any required permits related to this service.
b. Inspection services, including but not limited to, specialty construction, deputy inspector and welding inspector before construction, during construction and post construction; including any requirements to provide inspections and testing at material manufacturing locations; as assigned for complete project/tasks.
c. Obtain approval of any required permits, City, County, and State for this service.
d. Provide quality control.
e. Provide cost estimates for all related services to perform project/task order.
f. Perform analysis and provide reports of any and all samples of soils and materials, compaction results and inspection results per project/task.
g. Review and assist in answering any RFI (request for information) that may be related to such samples and testing and inspection services.
h. Maintain good record keeping.
i. Provide a schedule of each tasks, overall schedule and reporting process.
j. Keep communication as required with City staff and consultants.
k. Other related duties as required by City staff related to these services.

Service Overview

The consultant must have access to qualified, trained and where required, certified and/or licensed personnel to accomplish these services on an on-call as needed basis. They must be able to provide such personnel in a timely manner, usually within a 24-hour window, but may on occasion need to provide on a call-out basis. The consultant shall be responsible for the submittal and approval of their qualified personnel and procedures to be used under this agreement to City staff prior to any initial work taking place under this agreement. The consultant shall be responsible for providing any and all copies of licenses, certifications and other such required documentation of proof of qualification, training and licensing of personnel to be used under this agreement.

Welding Inspector(s) must have excellent knowledge of welding processes including SMAW, GTAW and GMAW (mig/tig), FCAW, PAC, SAW, OSW, LBW, ESW, Resistance, brazing and soldering, oxygen and acetylene cutting; have ability to interpret codes and manufacturing standards (AWS, ASME, AISI, ANSI, API 1104,B31.1, AWS D1.1, ASME IX, V, VIII, and II A,B,C,E; Boiler and pressure vessel code; and ASTM; vast knowledge of welding drawings, symbols, welding procedures, qualifications, welding specifications, NDE methods, PT, MT.RT, and UT. Personnel to be used for this service must be listed as either SCWI, CWI or CAWI, as required for the assigned work scope, with the applicable licenses or certifications provided.

I. METHOD OF EVALUATION AND AWARD

The guidelines for scoring Statements of Qualifications are used to identify the best company(s) to perform the testing and inspection services. Although the percentages are given based on your proposal, follow-up to confirm references given may be necessary. The guidelines provided will identify the company that will provide the most qualified, cost efficient and reliable service to the City of Oxnard.

A. SERVICE COST (40%)

Provide detailed cost (quote) projections including hourly rates for labor and any additional fees that may be required.

B. EXPERIENCE (40%)

Number of years providing soils and material testing and inspection services to public agencies with a minimum of five references.

C. SAFETY (15%)

List qualifications and experience of persons and facilities to be used in providing these services. Describe Workmen's Compensations Insurance practices and provide access to safety records upon request.

E. HIRING PRACTICES (5%)

Describe practices regarding the checking of criminal history, drug testing, and complete back-ground checks.

II. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that this agreement must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

III. AWARD OPTIONS

The City of Oxnard reserves the right to award this Proposal on any basis which is in its best interest.

IV. CONDITIONS OF PROPOSAL SUBMITTAL:

A. The proposal must be signed by a duly authorized official of the proposing firm submitting the proposal.

B. No proposal will be accepted from any person, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.

C. Only one proposal will be accepted from any person, firm, or corporation.

D. All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

V. PROPOSAL PROTESTS

Any individual or company who submits a PROPOSAL on the RFQ may file a notice of protest regarding the award of the agreement. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which PROPOSALS were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the agreement documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of California, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the PROPOSAL submitted by the person filing the notice of protest; or two hundred fifty thousand dollars ($250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the agreement until a determination is made by the Oxnard City Council. A person who makes an unsuccessful PROPOSAL may not seek any type of judicial intervention until after the Oxnard City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a PROPOSAL, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

VI. BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD

A. Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

B. The City of Oxnard alone shall determine if a substitute item is equal to what was requested and the decision will be final.

C. The City of Oxnard reserves the right to consider bids not in exact accordance with the specifications.

VII. TERMS OF THE AGREEMENT

This AGREEMENT commences upon the date it is approved by the CITY and shall end three (3) years thereafter with the option to renew for two one-year periods if agreed upon by both parties. The initial amount of this service will be set at a not to exceed amount of $250,000. Such increases in allowable spending for services will be by amendment to agreement and will be approved at the required City Staff level for such approvals.

VIII. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The PROPOSER'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

IX. CANCELLATION OF AGREEMENT

The OWNER (City) reserves the right to cancel the award or execution of any agreement at any time before the final approvals and Purchase Order have been issued without any liability or claims thereof against the OWNER (City).

After award of the attached executed agreement and issuance of a Purchase Order, this agreement between the Service Provider and the City may be terminated at any time without cause upon notice to the Service Provider, and the City shall have no liability to the Services Provider for such termination except that the City shall pay the Service Provider for the reasonable value of Services provided by the Service Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

X. EXCEPTIONS

Each PROPOSER will list on a separate sheet of paper any exceptions to specifications and attach it to their proposal.

XI. ESCALATION

Prices may be increased by the change in the Los Angeles, Riverside, Orange County California Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) in each subsequent model production year using December to December data. The maximum increase in any year shall not exceed 3.5%.

XII. SERVICE AND WARRANTY

If any materials or equipment are provided under this agreement, Vendor shall specify and provide copies of all factory and component manufacturer's warranties and shall pay any costs of inspection and adjustment that may be necessary in accordance with warranty. The warranty for parts and labor shall be for a minimum of 60 months from the date of delivery or the term specified in the equipment warranty, whichever is greater. **Vendor** shall provide the City the address of the service facility and where a complete stock of repair parts is available.

Any testing or inspection service provided that requires a licensed or certified person to perform such test, inspection and reports and for which sign-offs and approval documentation has been provided stating that the such items have passed such test and

inspection but that later fails to meet the required City's specified standards will require re-test, re-inspection, new or additional reports or other such remedies as may be required at no additional expense to the City.

XIII. PAYMENT

Payment will not be made until the City has accepted requested work reports, inspection reports, lab testing results and any other requested and agreed upon services under the agreement and assigned by Task Order.

XIV. MINIMUM REQUIREMENTS

These qualifications shall be construed as minimum requirements. Should the firm's submitting proposals have current published data or specifications that exceed these, they shall be considered as minimum and be furnished by the firm submitting the proposal.

COMPENSATION SCHEDULES

Proposer Name:

The above-named Proposer having examined the proposed Contract Documents and having reviewed the requested services, hereby proposes and agrees to furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the project/task order work as assigned and required by proposed Contract Documents. All such on-call services are to be performed to recommendation, City specifications or industry standard for testing and inspections and for providing such reports, both field and lab analysis.

Submit with Proposal

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The proposer is required to state the proposer's financial ability and a general description of similar work performed.

Required Qualifications: Proposer must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of these types of services.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

1.1 Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:
_____
_____

1.2 Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:
_____
_____

1.3 Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:
_____
_____

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

1.3 Reference No. 4

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:
_____
_____

1.3 Reference No. 5

Customer Name: _____
Contact Individual: _____ Phone No. _____
Address: _____
Contract Amount: _____ Year: _____
Description of work done:
_____
_____

Submit with Proposal

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____

_____ of _____

_____, the proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon information or belief, and as to those matters I believe them to be true.

_____

_____

Executed on _____ at _____, California.
(date) (place)

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

_____
Signature of Proposer

_____
Title

_____
Signature of Proposer

_____
Title

this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

AWARD OF AGREEMENT

The award of the agreement will be made to a responsive and responsible proposer whose qualifications best meet the needs of the City. The successful proposer(s) will enter into an agreement with the City incorporating all prescribed requirements and conditions of this request for qualifications. If the successful proposer refuses or fails to execute the agreement, the City may consider the next most qualified proposer. The City shall be the sole judge as to the successful proposer.

The City reserves the right to reject any or all responses to this Request for Qualifications ("RFQ") and to waive any informality or irregularity in this RFQ or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFQ, in the best interest of the City. The City reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process. This RFQ does not commit the City to enter into an agreement, or to procure or contract for services or goods.

Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

EXECUTION OF AGREEMENT

The City will mail a Notice of Intent to Award of Agreement, enclosing the agreement forms to the successful proposer. The agreement shall be signed by the successful proposer and returned with a copy of the vendor's certificate of insurance within seven calendar days after the proposer receives the Notice of Intent to Award of Agreement. Final approval of award will be following the required signatures and level of approval by City officials on the aggrement.

Exhibit D
Submit with Proposal

STATEMENT OF PROPOSER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the proposer shall state whether such proposer, any officer or employee of such proposer who has a proprietary interest in such proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

   Yes _____ No _____

2. If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____, California.

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

_____	_____
Signature(s) of Authorized Proposer	Signature(s) of Authorized Proposer
_____	_____
Title	Title

CM General Services Procurement
1060 Pacific Ave., Bldg. 2
Phone: 805-385-7821 Fax: 805-385-8360

CITY OF OXNARD CALIFORNIA

Date: **June 18, 2013**

TO: **Karen Burnham, Interim City Manager**

FROM: **Michael Henderson, Superintendent**
CM General Services, PPM Division

SUBJECT: **RFQ for Soils & Material Testing and Inspection Services On-Call Basis for Support Services**

MEMO

Ms. Burnham,

CM General Services Procurement is requesting authorization to obtain professional services through the RFQ/RFP process as outlined in chapter 6 of the purchasing manual. The professional services will be for a qualified firm or firms to provide On-Call Soils and Material Testing and Inspection Services for both design and construction of multiple projects to ensure proper approval, permitting and building of City projects. These services will be used by various City departments.

No City Department, including General Services, can hire permanent personnel to perform these types of services, as these are required to be performed by a third party. This on-call type of service is the best means to obtain this critical and necessary component of the City's design and construction work. The time frame required to have these types of services put in place for each individual project would slow down the design and construction work and be more costly. Various tests during design approval and permitting and inspections and testing of project sites, materials and processes during construction are all mandatory and are to be conducted by third party non-City staff.

The request is to advertise via the RFQ to secure a qualified firm or firms with a multi-year agreement with options to renew so as to have these critical services in place for an uninterrupted period.

The service will be paid for by the various projects that require the services.

If you have any questions please contact Patricia Friend at (805) 385-7821.

X Stan Hoffman
for Karen Burnham, Interim City Manager

MH/pcf

Cc: File

ATTACHMENT 5
EXHIBIT
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/3/13

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

Prepared By: Cynthia Daniels CD Agenda Item No. S-5

Reviewed By: City Manager City Attorney RT Finance JC Other *Winegar* BN

DATE: November 20, 2013

TO: City Council

FROM: Cynthia Daniels, Project Manager Cynthia Daniels
Development Services Department

SUBJECT: **Approve Easement Deed to County of Ventura for Santa Clara Avenue Parcel**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the easement deed for 0.669 acres at Santa Clara Avenue north of Auto Center Drive for public road and related purposes to the County of Ventura.

DISCUSSION

The City acquired the property for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 by condemnation in a default judgment by the Superior Court in 2007. The 0.669 acres on the northwest side of Santa Clara Avenue, approximately 147 ft. north of Auto Center Drive, is outside the City's sphere of influence, and the City has no plans to annex the property. The parcel contains a drainage channel, slope, and roadway shoulder for southbound Santa Clara Avenue. The construction contractor will place erosion control on the property as part of the improvements for the interchange construction. The County of Ventura has agreed to accept an easement and right of way for the public road and related purposes. The County will not accept the property in fee. The property was never assigned an Assessor's Parcel Number. The County's acceptance of this parcel is a condition of approval of the annexation of property acquired for the interchange that is within the City's sphere of influence.

FINANCIAL IMPACT

Granting an easement deed will reduce the liability for the parcel.

CD

Attachment #1 - Easement Deed (Santa Clara Avenue)
#2 Location Map

Recorded at the request of and
Return to Public Works Agency
Real Estate Services Division
A. P. # formerly part of 144-0-150-015
Instrument # R126600.28E

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

EASEMENT DEED
(Santa Clara Avenue)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF OXNARD, a municipal corporation of the State of California

do(es) hereby GRANT to

COUNTY OF VENTURA

an easement and right-of-way for public road and related purposes in, on, over, under, and across the following described real property in the State of California, County of Ventura.

[See description attached as Exhibit "A", attached hereto and made a part hereof]
[Exhibit "B", attached hereto and made a part hereof, is for informational purposes only]

Instrument No. R126600.28E

CITY OF OXNARD, a municipal
corporation of the State of California

Dated: _____

By:_____
Tim Flynn, Mayor

Grantor(s)

APPROVED:

_____
Keith B. Filegar, Manager
Real Estate Services Division
Public Works Agency
_____, 20_____

ACKNOWLEDGMENT

STATE OF)
COUNTY OF)

On _____, 20___, before me _____,
a Notary Public in and for said County and State, 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.

_____
NOTARY PUBLIC in and for said
County and State

My commission expires on _____, 20_____.

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Lot 66 of the Rancho Santa Clara del Norte, in the unincorporated territory of the County of Ventura, State of California, as per Map recorded in Book 3, Page 26 of Miscellaneous Records (Maps) in the office of the County Recorder of Ventura County, described as follows:

Beginning at the northeasterly terminus of the ninth course of Parcel 1 (Permanent Partial Take 39), described in the Final Order of Condemnation recorded July 17, 2008, as Instrument No. 20080717-00110076 of Official Records of Ventura County as having a bearing and distance of North 46°46'10" East 9.93 feet (3.027 meters); thence along the boundary of said Parcel 1 by the following eight courses:

1st: North 49°45'13" West 18.06 feet (5.504 meters); thence,
2nd: North 48°07'51" East 100.85 feet (30.738 meters); thence,
3rd: North 51°31'41" East 211.41 feet (64.438 meters); thence,
4th: North 44°27'48" East 210.28 feet (64.093 meters); thence,
5th: North 43°04'20" East 127.87 feet (38.976 meters); thence,
6th: North 45°59'10" East 139.76 feet (42.600 meters); thence,
7th: South 40°14'47" West 783.71 feet (238.875 meters); thence,
8th: North 49°45'13" West 16.00 feet (4.877 meters); thence,
9th: North 49°45'17" West 56.88 feet to the point of beginning.

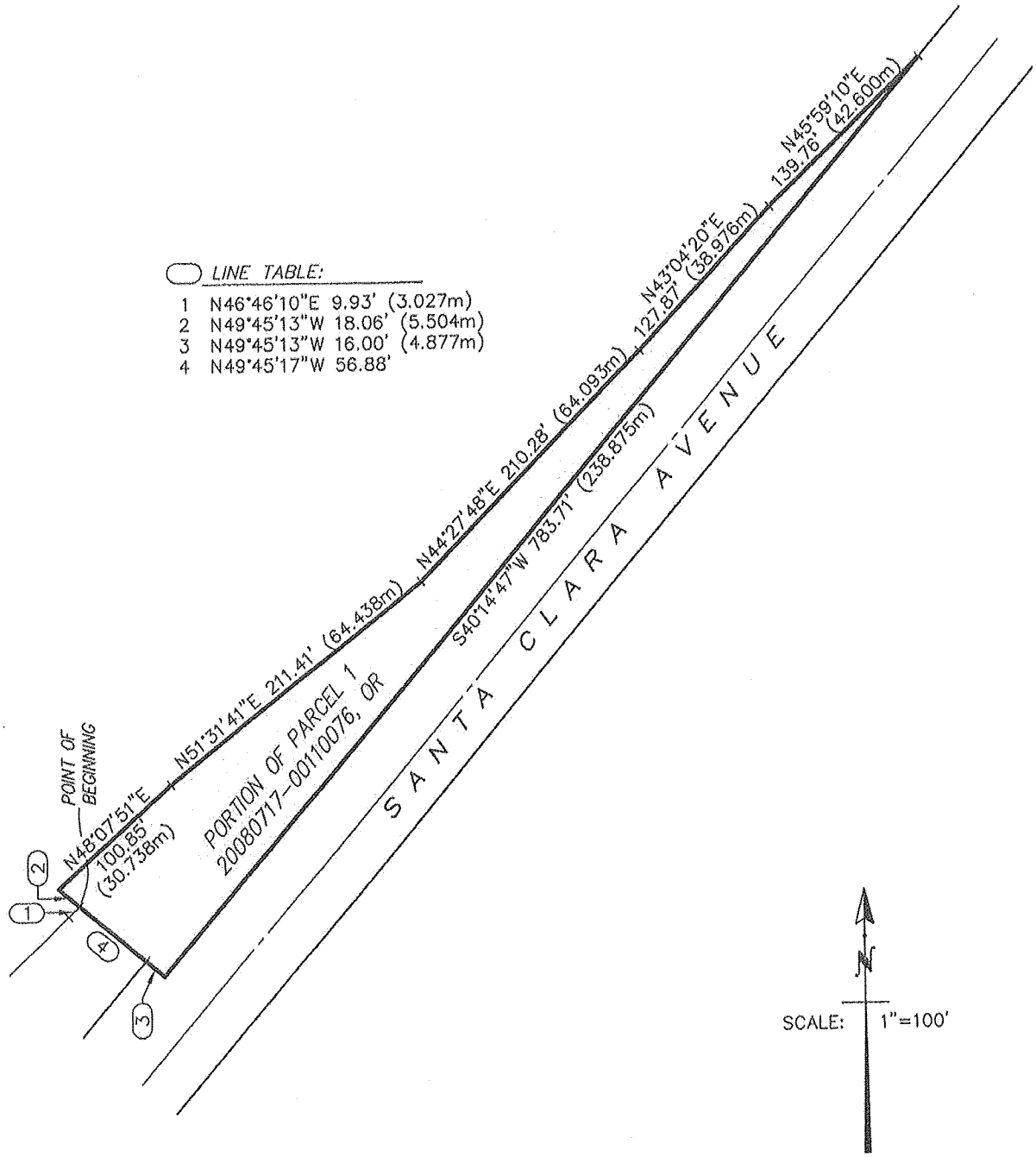
Containing 29,126 square feet (0.669 acres), more or less.

Larry J. Frager, P.L.S. 7998 — 4/9/13 Date

PROFESSIONAL LAND SURVEYOR
LARRY J. FRAGER
No. 7998
Exp. 12/31/14
STATE OF CALIFORNIA

ATTACHMENT 1
PAGE 3 OF 4

REF: 12121LD2.DWG
DATE: 4/9/2013



PREPARED BY:
BENNER AND CARPENTER, INC.
506 EAST MAIN STREET
SANTA PAULA, CA 93060
(805) 525-3396

EXHIBIT "B"
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

ATTACHMENT 1
PAGE 4 OF 4

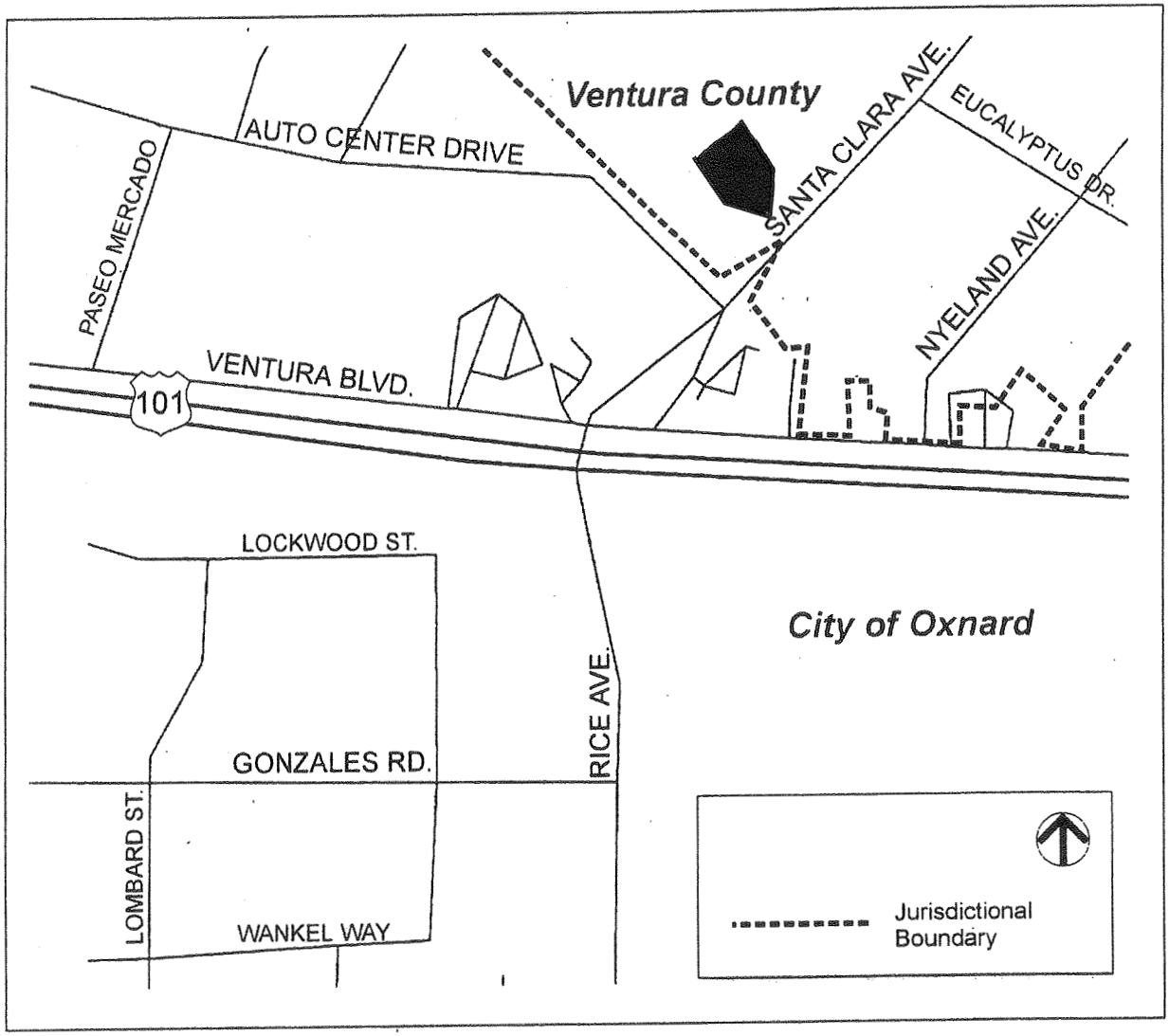


Figure 2: Project Location

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/3/2013

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

Prepared By: Douglas J. Spondello, Associate Planner Agenda Item No. S-6

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: November 20, 2013

TO: City Council

FROM: Matthew G. Winegar, AICP, Director
Development Services Department

Kymberly Horner, Interim Redevelopment Services Manager
Community Development Department

SUBJECT: **Vista Urbana/RiverPark: Consent to Proposed Amendments to Assignment and Assumption Agreements Between RiverPark A, L.L.C. and Aldersgate Investment, LLC. Filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 1550, Oxnard, CA 93036**

RECOMMENDATION

Staff recommends that the Council consent to the proposed amendments and authorize the Mayor, or designee, to take such actions and execute such documents as are necessary to effectuate such consent on behalf of the City.

DISCUSSION

RiverPark A, L.L.C. and Aldersgate Investment, LLC entered into Assignment and Assumption Agreements, dated April 6, 2010, pertaining to the RiverPark Development Agreement No. A-6128 and Owner Participation Agreement No. 5034-10-CD, respectively, and requiring the construction of 69 low income for-sale units and 87 moderate income for-sale units on Lot 18.

The City of Oxnard, in its own capacity and as the entity assuming the housing functions of the former Oxnard Community Development Commission (discussed below), is a third party beneficiary of the terms and conditions of those agreements.

The developers have submitted proposed amendments to those assignment and assumption agreements, the entry into which would require the consent of the City.

Consenting to the two amendments would affect the existing required affordable housing unit mix for Lot 18 by allowing up to 41 additional low income units which are completely offset by a matching decrease in the number of moderate income units on Lot 18. As the Owner Participation Agreement, Agreement Containing Covenants, Development Agreement, and Specific Plan require a minimum

number of moderate income units to be built at RiverPark, corresponding revisions to such RiverPark-wide documents must be considered as well.

The existence of pending low income applications, loan commitments that require sales to be completed by year end, and expiring funding sources necessitate that City consideration of consent to the two amendments occur immediately, prior to City consideration of the necessary RiverPark-wide document amendments; Aldersgate could proceed at once following such consent. City staff has committed to initiating the amendment of the Owner Participation Agreement, the Agreement Containing Covenants, and the Development Agreement and processing a Minor Deviation to the Specific Plan as soon as possible, but not later than 90 days after City consent to the two amendments, if granted.

As of February 1, 2012, pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136, the City of Oxnard assumed the housing functions of the former Oxnard Community Development Commission. Therefore, in its role as the "successor housing entity", the City (rather than the Oxnard Community Development Commission Successor Agency) is the successor-in-interest to the former Oxnard Community Development Commission with regard to housing assets, functions and agreements, including, without limitation, the housing provisions of the RiverPark Owner Participation Agreement and the Agreement Containing Covenants (to which Aldersgate is a party with regard to Lot 18).

FINANCIAL IMPACT

There is no financial impact to the City of Oxnard General Fund. Similarly, the $500,000 of the Historic Enhancement and Revitalization of Oxnard (HERO) First-Time Homebuyer Assistance Program funding is not affected. Assistance to buyers of the additional low income units will be provided by the State Building Equity and Growth in Neighborhoods "BEGIN" Program and has been designated for this project.

(DS)

Attachment #1 - Request by Aldersgate Investment, LLC (dated October 23, 2013)
#2 - Proposed Agreements

13-670-05

ALDERSGATE *Investment, LLC.*
300 Esplanade Dr. Ste #1550
Oxnard, CA 93036

October 23, 2013

Matt Winegar
Planning Director
Planning Department
City of Oxnard
214 South C Street
Oxnard, CA 93030

Dear Matt,

Subject: RiverPark Development Agreement, A-6128
Lot 18, TM5781, Vista Urbana
Request to Amend Development Agreement, First Amendment to the Owner Participation Agreement; and Minor Deviation to RiverPark Specific Plan

Aldersgate Investment, LLC respectfully requests an amendment to the RiverPark Development Agreement, Section 11, Affordable Housing Development. Proposal is made to amendment the Development Agreement and the First Amendment to the Owner Participation Agreement as follows:

- Modify the minimum number of affordable units available to low income households from 140 units to 181 units, an increase of 41 units.

- Modify the minimum number of affordable units available to moderate income households from 112 units to 71 units, a decrease of 41 units.

The overall minimum number of affordable income units required in the Development Agreement does not change with this amendment request.

The Specific Plan, per Section 7.10.3, includes the numerical requirements for implementing Affordable Housing Guidelines. The proposed adjustment of 41 affordable units from moderate to low income does not constitute a "land use" change as the approved project architecture and site planning will not change. Also 41 units are numerically within the 15% allowable deviation range of a Minor Modification consideration on the basis of using a minimum of 392 affordable units required in the Specific Plan and Development Agreement. Further, this proposal maintains the Specific Plan intent and spirit would not adversely impact the surrounding properties. Request is made to process a Specific Plan Minor Deviation as defined in Section 7.9.2.2 of the Specific Plan.

The RiverPark builders, prior to project approval for Vista Urbana, have constructed and sold 71 low income for sale affordable units and 27 moderate income units. Currently, Lot 18, Vista Urbana is required to provide a minimum of 69 low income affordable for sale units and 87 moderate income affordable for sale units. The Lot 18, Vista Urbana, project would complete the Development Agreement affordable for sale requirements with the proposed amendment. The table below reflects RiverPark affordable housing delivery to date:

Affordable Housing Guideline

Very Low Affordable Rental Units	140	
Minimum Low affordable for sale units		140
Minimum Moderate affordable for sale units	112	
TOTAL	392 units	

Affordable Housing Guideline Status

Very Low affordable rental Cert of Occupancy, Lot 19	140
Low affordable Cert of Occupancy outside Lot 18	71
Moderate affordable Cert of Occupancy outside of Lot 18	25

Lot 18, Vista Urbana

Low affordable for sale units	69	Moderate affordable for sale units	87

Amendment Request

Increase Low affordable for sale units	41	Reduce Moderate affordable for sale units	41
Lot 18 Low for sale units	110	Lot 18 Moderate for sale units	46

Amendment Affordable Housing Delivery

Very Low Rental units	140 units
Low for sale units	181 units
Moderate for sale units	71 units
TOTAL	392 units

Based on the for sale market rate conditions and amount qualified buyers for our affordable sales program, it is expected the project will not be able to achieve the required amount of moderate unit sales in the time frame required per our financing agreements. The project is challenged by numerous financial commitments and mortgage loan processing constraints that expire and or change at the end of this year. The market rate sales program in RiverPark communities have seen slight increases in sales pricing however the pricing is only 6 % higher than the pricing moderate affordable units. This percentage difference does not provide significant incentive to buyers to purchase an affordable unit with the 45 year deed restriction. Under the City of Oxnard qualification criteria, moderate income household buyers have been limited and increasingly difficult to qualify.

There will not be a design change or reduction to the level of quality the project and units currently under construction and sales. The quality of construction and options to the prospective buyers may have in purchasing these units shall remain the same. The exterior treatment of each building shall remain as approved.

In response to City of Oxnard, Community Development Department letter date October 15, 2013, and City of Oxnard Fee Schedule, Aldersgate submits with this request letter with the following attachments:

Completed Land Use Permit Application	
Development Agreement Amendment Review	$ 5,250.00
Deposit-City Attorney office	$ 10,500.00

A separate transmittal shall be prepared to Community Development Department for $5,000.00 legal counsel review as requested.

We look forward to further discussion and direction to proceed with this Development Agreement Amendment/Owner Participation Agreement Amendment and Specific Plan Minor Deviation request. Again, we sincerely appreciate your staff meeting with us to address this matter in a cooperative manner.

Sincerely,

Ernest T Mansi
Aldersgate Investment, LLC

Cc Ashley Golden, City of Oxnard
Kymberly Horner
Mitchel Kahn
Henry Castillo
Tony Talamante

Attachments:

Completed Land Use Permit Application	
Development Agreement Amendment Review	$ 5,250.00
Deposit-City Attorney office	$ 10,500.00

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

Recording Requested by and
When Recorded Return to:

City of Oxnard
City Clerk's Office
305 West Third Street
Oxnard, CA 93030

APN: 132-0-110-245

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT
(Development Agreement)

THIS FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (Development Agreement) (this "**Amendment**") is made and entered into as of _____, 2013, by and between RIVERPARK A, L.L.C., a Delaware limited liability company ("**Assignor**"), and ALDERSGATE INVESTMENT, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor and Assignee entered into that certain Assignment and Assumption Agreement (Development Agreement) (the "**Agreement**") as of April 6, 2010, which was recorded April 13, 2010, as Instrument No. 20100413-00055290-0 in the Official Records of Ventura County, California in connection with that certain real property described on the attached Exhibit A (which is incorporated herein by this reference).

B. The City of Oxnard, a municipal corporation (the "**City**") is a third party beneficiary of the terms and conditions of the Agreement.

C. Assignor and Assignee desire to amend the terms and conditions of the Agreement by entering into this Amendment, with the consent of the City as evidenced by its execution of the attached Exhibit B (which is incorporated herein by this reference).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1.1 Amendment. The second paragraph of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Pursuant to and in accordance with all of the provisions of the OPA and Development Agreement, Assignee shall develop, construct, and sell on the Lot 18 Property one hundred fifty-six (156) for-sale affordable units, consisting of no less than sixty-nine (69) and no more than one hundred ten (110) for-sale affordable units made available to and occupied by Low Income Households (as defined in the OPA) and no less than forty-six (46) and no more than eighty-seven (87) for-sale affordable units made available to and occupied by Moderate Income Households (as defined in the OPA)."

1.2 No Other Amendments. Except to the extent that the Agreement is modified by this Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect.

1.3 Authority. Each person executing this Amendment represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

1.4 Third Party Beneficiaries. Assignor and Assignee acknowledge that the City is a third party beneficiary of the terms and conditions of this Amendment.

1.5 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

[*remainder of page left intentionally blank – signature pages follow*]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Amendment by proper persons thereunto duly authorized, as of the date first set forth above.

"Assignor"

RIVERPARK A, L.L.C.,
a Delaware limited liability company

By: RiverPark Development, LLC,
a Delaware limited liability company
its sole member

By: Riverpark Legacy, LLC,
a Delaware limited liability company
its Sole Member

By: Shea Riverpark Developers, LLC,
a Delaware limited liability company,
its Manager

By: Shea Homes Limited Partnership,
a California limited partnership,
its Managing Member

By: _____
Authorized Agent

By: _____
Authorized Agent

"Assignee"

ALDERSGATE INVESTMENT, LLC,
a Delaware limited liability company

By_____
Ernest T. Mansi, Manager

ATTACHMENT 2
PAGE 4 OF 18

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On November 22, 2013, before me, Julie Wilson, notary public, personally appeared John Vander Velde and Mike Ciauri, 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.

JULIE WILSON
Commission # 1980208
Notary Public - California
Riverside County
My Comm. Expires Jun 27, 2016

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On Nov. 25, 2013, before me, LINDA R. SMITH, notary public, personally appeared Ernest T. Mansi, 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.

LINDA R. SMITH
Commission # 1980855
Notary Public - California
Ventura County
My Comm. Expires Jul 1, 2016

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2013, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lot 18 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 150, Pages 76 through 92 of Maps, in the office of the County Recorder of said County.

Except therefrom all oils, gas, minerals and other hydrocarbon substances in and under said land, without, however, the right of surface entry to a depth of 500 feet below the surface and subsurface as reserved in deeds recorded June 16, 1954 in Book 1209, Page 182; December 21, 1954 in Book 1252, Page 429; Book 4723, Page 472 and Dec 8, 1986 as Instrument Nos. 86-175822, 86-175823, 86-175824, 86-175827 and 86-175828 all of Official Records.

APN: 132-0-110-245

EXHIBIT B

CITY OF OXNARD'S CONSENT

The City of Oxnard hereby consents to this Amendment.

CITY OF OXNARD, a municipal corporation

By: _____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For
_____
Stephen Fischer, Interim City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2013, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

OFFICIAL BUSINESS
Document entitled to free
recording per California Government
Code Section 27383

Recording Requested by and
When Recorded Return to:

City of Oxnard
City Clerk's Office
305 West Third Street
Oxnard, CA 93030

APN: 132-0-110-245

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT
(Owner Participation Agreement)

THIS FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT (Owner Participation Agreement) (this "**Amendment**") is made and entered into as of _____, 2013, by and between RIVERPARK A, L.L.C., a Delaware limited liability company ("**Assignor**"), and ALDERSGATE INVESTMENT, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor and Assignee entered into that certain Assignment and Assumption Agreement (Owner Participation Agreement) (the "**Agreement**") as of April 6, 2010, which was recorded April 13, 2010, as Instrument No. 20100413-00055291-0 in the Official Records of Ventura County, California in connection with that certain real property described on the attached Exhibit A (which is incorporated herein by this reference).

B. The City of Oxnard, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136 (the "**Successor Housing Entity**"), is a third party beneficiary of the terms and conditions of the Agreement.

C. Assignor and Assignee desire to amend the terms and conditions of the Agreement by entering into this Amendment, with the consent of the Successor Housing Entity as evidenced by its execution of the attached Exhibit B (which is incorporated herein by this reference).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1.1 Amendment. The second paragraph of Section 1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Pursuant to and in accordance with all of the provisions of the OPA and Development Agreement, Assignee shall develop, construct, and sell on the Lot 18 Property one hundred fifty-six (156) for-sale affordable units, consisting of no less than sixty-nine (69) and no more than one hundred ten (110) for-sale affordable units made available to and occupied by Low Income Households (as defined in the OPA) and no less than forty-six (46) and no more than eighty-seven (87) for-sale affordable units made available to and occupied by Moderate Income Households (as defined in the OPA)."

1.2 No Other Amendments. Except to the extent that the Agreement is modified by this Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect.

1.3 Authority. Each person executing this Amendment represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

1.4 Third Party Beneficiaries. Assignor and Assignee acknowledge that the Successor Housing Entity is a third party beneficiary of the terms and conditions of this Amendment.

1.5 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

[*remainder of page left intentionally blank – signature pages follow*]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Amendment by proper persons thereunto duly authorized, as of the date first set forth above.

"Assignor"

RIVERPARK A, L.L.C.,
a Delaware limited liability company

By: RiverPark Development, LLC,
a Delaware limited liability company
its sole member

By: Riverpark Legacy, LLC,
a Delaware limited liability company
its Sole Member

By: Shea Riverpark Developers, LLC,
a Delaware limited liability company,
its Manager

By: Shea Homes Limited Partnership,
a California limited partnership,
its Managing Member

By: _____
Authorized Agent

By: _____
Authorized Agent

"Assignee"

ALDERSGATE INVESTMENT, LLC,
a Delaware limited liability company

By_____
Ernest T. Mansi, Manager

ATTACHMENT 2
PAGE 13 OF 18

STATE OF CALIFORNIA)
) ss.
COUNTY OF Riverside)

On November 22, 2013, before me, Julie Wilson, notary public, personally appeared John Vander Velde and Mike Gaus, 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.

JULIE WILSON
Commission # 1980208
Notary Public - California
Riverside County
My Comm. Expires Jun 27, 2016

Julie Wilson
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Ventura)

On Nov. 25, 2013, before me, LINDA R. SMITH, notary public, personally appeared Ernest T. Mansi, 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.

LINDA R. SMITH
Commission # 1980855
Notary Public - California
Ventura County
My Comm. Expires Jul 1, 2016

Linda R Smith
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2013, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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_____
Notary Public

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LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

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Except therefrom all oils, gas, minerals and other hydrocarbon substances in and under said land, without, however, the right of surface entry to a depth of 500 feet below the surface and subsurface as reserved in deeds recorded June 16, 1954 in Book 1209, Page 182; December 21, 1954 in Book 1252, Page 429; Book 4723, Page 472 and Dec 8, 1986 as Instrument Nos. 86-175822, 86-175823, 86-175824, 86-175827 and 86-175828 all of Official Records.

APN: 132-0-110-245

EXHIBIT B

SUCCESSOR HOUSING ENTITY'S CONSENT

The Successor Housing Entity hereby consents to this Amendment.

CITY OF OXNARD, a municipal corporation, as the entity assuming the housing functions of the former Oxnard Community Development Commission pursuant to California Health and Safety Code Section 34176 and Resolution No. 14,136

By: _____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For
_____
Stephen Fischer, Interim City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

On _____, 2013, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/03/13

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

Prepared By: Michael More, Financial Services Manager Agenda Item No. S-7

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: November 15, 2013

TO: City of Oxnard Financing Authority

FROM: James Cameron, Chief Financial Officer
Finance Department

SUBJECT: **Substitution of Remarketing Agent**

RECOMMENDATION

That the City of Oxnard Financing Authority appoint Mitsubishi UFJ Securities (USA), Inc. as remarketing agent and authorize the Chairman to execute remarketing agreements for each of the Authority's three variable rate bonds.

DISCUSSION

The City of Oxnard Financing Authority currently has three (3) outstanding variable rate bond issues: (i.) $14,750,000 Variable Rate Demand Lease Revenue Bonds 2003 Series B, (ii.) ($23,975,000 Variable Rate Demand Wastewater Revenue Bonds (Headworks and Septic System Conversion Projects 2004 Series B), and (iii.) ($24,205,000 City of Oxnard Financing Authority Variable Rate Demand Lease Revenue Bonds (Civic Center Phase 2 Project) Series 2006. Interest rates for these bonds are adjusted on a weekly basis (based upon market conditions) by a remarketing agent. Currently, and since original issuance of the bonds, De La Rosa & Co., Inc. has provided remarketing agent services.

In conjunction with the renewal of letters of credit with Union Bank for each of the bond issues approved by City Council on July 30, 2013, staff evaluated the option of providing for the substitution of remarketing agents. Union Bank's affiliate company, Mitsubishi UFJ Securities (USA), Inc. ("Mitsubishi"), provides remarketing agent services. Staff is recommending that Mitsubishi be appointed as remarketing agent due to: (1) Mitsubishi's relationship with the letter of credit bank, (2) dual incentives to Union Bank to continue to provide letter of credit support and to Mitsubishi to aggressively remarket the bonds, and (3) slightly lower cost of 9 basis points (.09%) of the principal balance versus the existing remarketing fees of 10 basis points (.10%).

FINANCIAL IMPACT

The lower annual fee for remarketing services will save approximately $5,000 annually.

MJM

Attachments

#1 - Remarketing Agreement ($14,750,000 Variable Rate Demand Lease Revenue Bonds 2003 Series B)
#2 - Remarketing Agreement ($23,975,000 Variable Rate Demand Wastewater Revenue Bonds (Headworks and Septic System Conversion Projects 2004 Series B)
#3 - Remarketing Agreement ($24,205,000 City of Oxnard Financing Authority Variable Rate Demand Lease Revenue Bonds (Civic Center Phase 2 Project) Series 2006

$14,750,000 (Original Amount)
City of Oxnard Financing Authority
Variable Rate Demand Lease Revenue Bonds
2003 Series B

REMARKETING AGREEMENT

THIS REMARKETING AGREEMENT (this "Agreement"), dated as of _____, is made by and between the **City of Oxnard Financing Authority** (the "Issuer") and **MITSUBISHI UFJ SECURITIES (USA), INC.**, as Remarketing Agent (the "Agent"), in connection with the offering and sale from time to time in the secondary market of City of Oxnard Financing Authority Variable Rate Demand Lease Revenue Bonds 2003 Series B (the "VRDBs"). This Agreement is effective as of the date hereof, it being acknowledged that the Issuer has terminated its remarketing agreement with E.J. De La Rosa & Co. dated as of December 1, 2003 with respect to the VRDBs, which termination is effective as of the date hereof.

Section 1. **Definitions.** Unless a different meaning clearly appears from the context, all words and terms used in this Agreement shall have the respective meanings assigned to such terms in the Amended and Restated Trust Agreement, dated as of August 1, 2008 (the "Trust Agreement"), by and among the Issuer, the City of Oxnard, and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

Section 2. **Acceptance of Appointment; Representations and Warranties of the Agent.** The Issuer hereby appoints the Agent as exclusive Remarketing Agent for the VRDBs, and the Agent hereby accepts such appointment and agrees to perform the duties and covenants of the Agent set forth herein and in the Trust Agreement.

Section 3. **Representations and Warranties of the Issuer.** The Issuer represents and warrants to the Agent that:

(a) This Agreement (assuming due authorization, execution and delivery by the Agent) constitutes the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, liquidation, reorganization and other similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against joint powers authorities in the State of California.

(b) The Issuer has all requisite power and authority to perform its obligations under the Trust Agreement, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

Section 4. **Certain Agreements of the Issuer.** The Issuer agrees with the Agent that:

(a) The Issuer agrees to furnish to the Agent sufficient copies of a reoffering statement (the "Reoffering Statement"), in preliminary (if applicable) and final form, in form and substance satisfactory to the Agent, and any other related material prepared for use by the Issuer, as the Agent reasonably determines may be necessary in connection with any remarketing of the VRDBs that constitutes a "primary offering" within the meaning of Rule 15c2-12 (the "Rule") promulgated, and as amended from time to time, by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided, however, that nothing in this Section 4 shall require the Agent to offer for sale any VRDBs if such offer is subject to the Rule unless (i) the Agent, in its sole discretion, decides to undertake such obligation and (ii) the Agent, in its sole discretion, determines that the requirements of the Rule have been satisfied. Further, the Issuer agrees to

cooperate in the preparation of and to make available to the Agent revised Reoffering Statements or amendments or supplements thereto such as may be required so that the Reoffering Statement required for use in any such "primary offering" will not contain any misstatement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Any costs or expenses incurred in connection with the preparation of a Reoffering Statement and any amendments or supplements thereto shall be the responsibility of the Issuer. The Agent acknowledges that the remarketing of VRDBs, while such VRDBs bear interest at a Weekly Interest Rate and such VRDBs are remarketed in denominations of $100,000 or more, is not considered a "primary offering" within the meaning of the Rule as interpreted by the SEC as of the date of execution of this Agreement.

(b) If, during such time as the Reoffering Statement is used in connection with such "primary offering" and sale of the VRDBs, any event occurs or condition exists relating to or affecting the Issuer or the VRDBs as a result of which the Reoffering Statement would contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer upon learning of such event or condition shall promptly notify the Agent in writing of the circumstances and details of such event. The Issuer will cooperate with the Agent in the preparation of the additional marketing materials which the Agent reasonably determines are necessary in connection with such "primary offering" and sale of the VRDBs or which the Agent reasonably determines should be provided to owners and prospective owners of the VRDBs.

(c) The Issuer will furnish the Agent copies of all reports and financial statements relating to the financial affairs and condition of the Issuer as required by the Trust Agreement promptly after they are made available to the public by the Issuer by posting on EMMA (Electronic Municipal Market Access) and such additional information concerning the operations and financial condition of the Issuer as required by the Trust Agreement or concerning the VRDBs as the Agent may from time to time reasonably request.

(d) At the expense of the Agent, the Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Agent as the Agent may request (i) to qualify the VRDBs for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Agent may designate and (ii) to determine the eligibility of the VRDBs for investment under the laws of such states and other jurisdictions, and will use commercially reasonable efforts to continue such qualifications in effect until the termination of this Agreement; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(e) If a Reoffering Statement is not supplied as required by the provisions of Section 4(a) above, the Agent's obligation to remarket the VRDBs pursuant to the Trust Agreement and under this Agreement will be suspended until such time as a Reoffering Statement satisfactory to the Agent and its counsel is supplied.

(f) The Issuer represents and warrants to the Agent that the Issuer will furnish such information, execute such documents and take such other action in cooperation with the Agent as the Agent may reasonably request in order to remarket the VRDBs; provided that the Issuer shall not be required to take any action which would submit it to, or constitute consent to, service of process or to qualify as a foreign corporation in any jurisdiction where it is not otherwise presently subject to service or so qualified, as the case may be.

To assist the Agent in complying with its obligations under MSRB Rule G-34(c), the Issuer shall provide the Agent with a copy of the Credit Facility, Reimbursement Agreement, the Trust Agreement or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, including any amendments thereto, in the following manner:

(i) on the effective date of this Agreement, a copy of the Credit Facility;

(ii) within ten Business Days prior to the proposed date of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, written notice that such document is proposed to be amended, extended, renewed, replaced or terminated, as the case may be, and the expected date of execution and delivery of such amendment, extension, renewal, replacement or termination, as the case may be;

(iii) within five Business Days after the execution and delivery of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, a copy thereof; and

(iv) no later than three Business Days after receiving a request from the Agent for any document requested pursuant to this section, a copy thereof.

In each instance that a document is delivered to the Agent pursuant to this Section 4(f), the Issuer shall provide: (A) a final execution copy of each relevant document; and (B) in any such document where any redactions are made, (x) a redacted final execution copy of such document, and (y) a file containing a list describing the nature of all redactions that have been made to such document.

If there are any additional regulatory requirements, amendments or modifications to the securities laws with which the Agent must comply, the Issuer shall take all steps reasonably requested by the Agent or its counsel necessary to comply with such additional requirements. In the event the Issuer does not provide the Agent with a copy of a document described in this Section 4(f), the Issuer acknowledges that the Agent may file a notice with the MSRB's Short-Term Obligation Rate Transparency System ("SHORT System") that such document will not be provided at such time as is specified by the MSRB and in the SHORT System users' manual.

Section 5. **Remarketing.** (a) The Issuer has appointed the Agent as the exclusive agent for the remarketing of the VRDBs pursuant to this Agreement and, in reliance on the representations contained herein and subject to the terms hereof, the Agent accepts the duties and obligations of the Remarketing Agent herein and under the Trust Agreement and agrees to use its best efforts to solicit offers to purchase, at a price of 100% of the principal evidenced thereby plus accrued interest evidenced thereby, if any, the VRDBs which have been tendered or deemed tendered by the holders thereof pursuant to the Trust Agreement and to perform the other obligations of the Remarketing Agent as set forth herein and in the Trust Agreement; *provided, however*, that at no time shall the VRDBs, while bearing interest at a Weekly Rate, be remarketed, or delivered by the Agent, in any denomination other than in the amount of $100,000 or any integral multiple of $5,000 in excess thereof. The Agent further agrees to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer at all times.

(b) In the event of (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, (ii) a general moratorium on commercial banking activities in New York declared by either federal or New York State authorities or (iii) the engagement by the United States in hostilities or escalation of existing hostilities or a declaration of a national emergency or war, if the effect of any of which in the Agent's reasonable judgment makes it impracticable or inadvisable to proceed with solicitation of offers to purchase the VRDBs, and so long as such situation continues to exist (it being acknowledged by the parties hereto that as of the date hereof no such event is occurring), the Agent shall have the right to terminate its obligations under this Agreement at any time by notifying the Issuer in writing or by facsimile transmission, telex or other electronic communication.

(c) In consideration of the Agent's services hereunder, during periods when VRDBs bear interest at a Weekly Interest Rate, the Issuer agrees to pay an annual fee of nine basis points (0.09%) based upon the outstanding principal amount evidenced by the VRDBs bearing interest at a Weekly Interest Rate on the first day of each calendar quarter, payable quarterly in arrears commencing on the first day of the next following calendar quarter. Payment for any partial calendar quarter shall be made on a pro rata basis. Any fee due but unpaid upon the termination of this Agreement shall be payable by the Issuer upon termination. If this Agreement terminates as provided in Section 9 hereof, the Issuer shall pay to the Agent any portion of the annual fee due and owing the Agent.

(d) The Agent shall suspend remarketing of any VRDBs upon receipt of written notice from the Bank of an Event of Default under Section 6.01of the Reimbursement Agreement until such time as the Bank notifies the Agent that such Event of Default has been cured or waived.

Section 6. **The Agent.** (a) The Agent will be acting solely as the remarketing agent in the re-sale of the VRDBs, and the Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the VRDBs.

(b) The commitment to remarket the VRDBs shall not be construed to obligate the Agent to use any of its own funds or otherwise incur financial liability in acting as Agent hereunder.

(c) The Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the VRDBs, and may join in any action which any holder of VRDBs may be entitled to take, with like effect as if it did not act in any capacity hereunder. The Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depository, trustee or agent for any committee or body of holders of VRDBs or other obligations of the Issuer as freely as if it did not act in any capacity hereunder. The Issuer also acknowledges that the Agent is a full service firm that, together with its affiliates, is engaged in securities trading and brokerage activities and provides investment banking, financing and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Agent (and/or its affiliates) may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own accounts or the accounts of customers, in debt or equity securities or financial instruments (including bank loans and other obligations) of the Issuer.

(d) The Issuer acknowledges and agrees that (i) the Agent is acting solely as a principal and not the agent or fiduciary of the Issuer, and in particular that the Agent is not acting as a "municipal advisor" (as defined in Section 15B of the Exchange Act) and the Agent has financial and other interests that differ from those of the Issuer, (ii) the Agent has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the remarketing contemplated hereby or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer or the Issuer except the obligations expressly set forth in this Agreement and (iii) the Issuer has consulted its own legal and financial advisors to the extent it deemed appropriate. The Issuer agrees that it will not claim that the Agent is a "municipal advisor" within the meaning of Section 15B of the Exchange Act, or owes a fiduciary or similar duty to the Issuer in connection with such transaction or the process leading thereto.

Section 7. **Intention of Parties.** It is the expressed intention of the parties hereto that no purchase, sale or transfer of any VRDBs, as herein provided, or the setting of interest rates in respect thereof, shall constitute or be construed to be the extinguishment of the indebtedness evidenced thereby or the reissuance or the refunding of any indebtedness evidenced thereby.

Section 8. **Amendments.** This Agreement may not be amended except by a writing signed by each of the parties hereto.

Section 9. **Term.** Unless previously terminated, this Agreement shall remain in full force and effect until payment in full, or the provision for payment in full, of the VRDBs, or on the day after all

VRDBs are converted to bear interest at a Fixed Rate. The Issuer shall have the right to terminate this Agreement at any time upon the giving of 30 days' prior written notice to the Agent and the Agent shall have the right to terminate this Agreement at any time upon the giving of not less than 30 days' prior written notice to the Issuer, the Bank and the Trustee, provided that no such termination will be effective until a successor is appointed and has accepted the responsibilities as Remarketing Agent in accordance with the Trust Agreement. The Issuer shall promptly pay to the Agent the compensation, in accordance with Section 5(c) hereof, accrued through the effective date of such termination.

Section 10. **Notices.** Unless otherwise provided herein, all notices, VRDBs, requests or other communications hereunder shall be deemed given when delivered in writing by hand or sent by facsimile transmission, telex or registered mail, postage prepaid, addressed as follows:

If to the Issuer:	City of Oxnard Financing Authority c/o City of Oxnard 300 West Third Street, Suite 302 Oxnard, CA 93030 Attention: Chief Financial Officer Tel: 805-385-7475 Fax: 805-385-7466 E-mail: Jim.Cameron@ci.oxnard.ca.us
If to the Agent:	Mitsubishi UFJ Securities (USA), Inc. 400 California Street, 11th Floor San Francisco, CA 94104 Attn: David Kelp Tel: 415-489-3975 Fax: 646-434-3476 E-mail: dkelp@us.sc.mufg.jp (with copy to TransactionManagement@us.sc.mufg.jp)
If to the Bank (so long as the VRDB Credit Enhancement Instrument is outstanding):	Union Bank, National Association 445 South Figueroa Street Los Angeles, CA 90071 Attn: Anne Kupfer Tel: 213-236-6434 Fax: 213-236-6917 E-mail: anne.kupfer@unionbank.com
If to the Trustee:	Wells Fargo Corporate Trust 707 Wilshire Blvd, 17th Floor Los Angeles, CA 90017 MAC E2818-176 Attn: Robert Schneider Tel: 213-614-3353 Fax: 213-614-3355 E-mail: Robert.Schneider@wellsfargo.com

Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which, or means by which, subsequent notices, VRDBs, requests or other communications shall be sent.

Section 11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 13. **Captions.** The captions or headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14. **Assignment.** The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other party hereto and of the Bank, which shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the Issuer and the Agent and their respective successors and assigns, and will not confer any rights upon any other person, partnership, associations or corporation other than persons, if any, controlling the Agent within the meaning of the Securities Act; provided the Bank shall be a third party beneficiary of this Agreement. The terms "successors" and "assigns" shall not include any purchaser of any of the VRDBs merely because of such purchase.

Section 15. **Mitsubishi UFJ Securities (USA), Inc. to be Sole Agent.** The Issuer agrees that unless and until this Agreement has been terminated as provided herein, no additional remarketing agent will be appointed unless the Agent consents in writing to such appointment.

Section 16. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

City of Oxnard Financing Authority

By: _____
Timothy B. Flynn, Chairman

MITSUBISHI UFJ SECURITIES (USA), INC.

By: _____

$23,975,000 (Original Amount)
City of Oxnard Financing Authority
Variable Rate Demand Wastewater Revenue Bonds
(Headworks and Septic System Conversion Projects)
2004 Series B

REMARKETING AGREEMENT

THIS REMARKETING AGREEMENT (this "Agreement"), dated as of _____, is made by and between the **City of Oxnard Financing Authority** (the "Issuer") and **MITSUBISHI UFJ SECURITIES (USA), INC.**, as Remarketing Agent (the "Agent"), in connection with the offering and sale from time to time in the secondary market of the City of Oxnard Financing Authority Variable Rate Demand Wastewater Revenue Bonds (Headworks and Septic Conversion Projects) 2004 Series B (the "VRDBs"). This Agreement is effective as of the date hereof, it being acknowledged that the Issuer has terminated its remarketing agreement with E.J. De La Rosa & Co. dated as of November 1, 2004 with respect to the VRDBs, which termination is effective as of the date hereof.

Section 1. **Definitions.** Unless a different meaning clearly appears from the context, all words and terms used in this Agreement shall have the respective meanings assigned to such terms in the Amended and Restated Indenture, dated as of August 1, 2008 (the "Indenture"), by and between the Issuer and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

Section 2. **Acceptance of Appointment; Representations and Warranties of the Agent.** The Issuer hereby appoints the Agent as exclusive Remarketing Agent for the VRDBs, and the Agent hereby accepts such appointment and agrees to perform the duties and covenants of the Agent set forth herein and in the Trust Agreement.

Section 3. **Representations and Warranties of the Issuer.** The Issuer represents and warrants to the Agent that:

(a) This Agreement (assuming due authorization, execution and delivery by the Agent) constitutes the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, liquidation, reorganization and other similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against joint powers authorities in the State of California.

(b) The Issuer has all requisite power and authority to perform its obligations under the Trust Agreement, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

Section 4. **Certain Agreements of the Issuer.** The Issuer agrees with the Agent that:

(a) The Issuer agrees to furnish to the Agent sufficient copies of a reoffering statement (the "Reoffering Statement"), in preliminary (if applicable) and final form, in form and substance satisfactory to the Agent, and any other related material prepared for use by the Issuer, as the Agent reasonably determines may be necessary in connection with any remarketing of the VRDBs that constitutes a "primary offering" within the meaning of Rule 15c2-12 (the "Rule") promulgated, and as amended from time to time, by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided, however, that nothing in this Section 4 shall require the Agent to offer for sale any VRDBs if such offer is subject to the Rule unless (i) the Agent, in its sole discretion, decides to undertake such obligation and (ii) the Agent, in its sole discretion, determines that the requirements of the Rule have been satisfied. Further, the Issuer agrees to

cooperate in the preparation of and to make available to the Agent revised Reoffering Statements or amendments or supplements thereto such as may be required so that the Reoffering Statement required for use in any such "primary offering" will not contain any misstatement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Any costs or expenses incurred in connection with the preparation of a Reoffering Statement and any amendments or supplements thereto shall be the responsibility of the Issuer. The Agent acknowledges that the remarketing of VRDBs, while such VRDBs bear interest at a Weekly Interest Rate and such VRDBs are remarketed in denominations of $100,000 or more, is not considered a "primary offering" within the meaning of the Rule as interpreted by the SEC as of the date of execution of this Agreement.

(b) If, during such time as the Reoffering Statement is used in connection with such "primary offering" and sale of the VRDBs, any event occurs or condition exists relating to or affecting the Issuer or the VRDBs as a result of which the Reoffering Statement would contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer upon learning of such event or condition shall promptly notify the Agent in writing of the circumstances and details of such event. The Issuer will cooperate with the Agent in the preparation of the additional marketing materials which the Agent reasonably determines are necessary in connection with such "primary offering" and sale of the VRDBs or which the Agent reasonably determines should be provided to owners and prospective owners of the VRDBs.

(c) The Issuer will furnish the Agent copies of all reports and financial statements relating to the financial affairs and condition of the Issuer as required by the Trust Agreement promptly after they are made available to the public by the Issuer by posting on EMMA (Electronic Municipal Market Access) and such additional information concerning the operations and financial condition of the Issuer as required by the Trust Agreement or concerning the VRDBs as the Agent may from time to time reasonably request.

(d) At the expense of the Agent, the Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Agent as the Agent may request (i) to qualify the VRDBs for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Agent may designate and (ii) to determine the eligibility of the VRDBs for investment under the laws of such states and other jurisdictions, and will use its commercially reasonable efforts to continue such qualifications in effect until the termination of this Agreement; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(e) If a Reoffering Statement is not supplied as required by the provisions of Section 4(a) above, the Agent's obligation to remarket the VRDBs pursuant to the Trust Agreement and under this Agreement will be suspended until such time as a Reoffering Statement satisfactory to the Agent and its counsel is supplied.

(f) The Issuer represents and warrants to the Agent that the Issuer will furnish such information, execute such documents and take such other action in cooperation with the Agent as the Agent may reasonably request in order to remarket the VRDBs; provided that the Issuer shall not be required to take any action which would submit it to, or constitute consent to, service of process or to qualify as a foreign corporation in any jurisdiction where it is not otherwise presently subject to service or so qualified, as the case may be.

To assist the Agent in complying with its obligations under MSRB Rule G-34(c), the Issuer shall provide the Agent with a copy of the Credit Facility, Reimbursement Agreement, the Trust Agreement or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, including any amendments thereto, in the following manner:

(i) on the effective date of this Agreement, a copy of the Credit Facility;

(ii) within ten Business Days prior to the proposed date of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, written notice that such document is proposed to be amended, extended, renewed, replaced or terminated, as the case may be, and the expected date of execution and delivery of such amendment, extension, renewal, replacement or termination, as the case may be;

(iii) within five Business Days after the execution and delivery of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, a copy thereof; and

(iv) no later than three Business Days after receiving a request from the Agent for any document requested pursuant to this section, a copy thereof.

In each instance that a document is delivered to the Agent pursuant to this Section 4(f), the Issuer shall provide: (A) a final execution copy of each relevant document; and (B) in any such document where any redactions are made, (x) a redacted final execution copy of such document, and (y) a file containing a list describing the nature of all redactions that have been made to such document.

If there are any additional regulatory requirements, amendments or modifications to the securities laws with which the Agent must comply, the Issuer shall take all steps reasonably requested by the Agent or its counsel necessary to comply with such additional requirements. In the event the Issuer does not provide the Agent with a copy of a document described in this Section 4(f), the Issuer acknowledges that the Agent may file a notice with the MSRB's Short-Term Obligation Rate Transparency System ("SHORT System") that such document will not be provided at such time as is specified by the MSRB and in the SHORT System users' manual.

Section 5. **Remarketing.** (a) The Issuer has appointed the Agent as the exclusive agent for the remarketing of the VRDBs pursuant to this Agreement and, in reliance on the representations contained herein and subject to the terms hereof, the Agent accepts the duties and obligations of the Remarketing Agent herein and under the Trust Agreement and agrees to use its best efforts to solicit offers to purchase, at a price of 100% of the principal evidenced thereby plus accrued interest evidenced thereby, if any, the VRDBs which have been tendered or deemed tendered by the holders thereof pursuant to the Trust Agreement and to perform the other obligations of the Remarketing Agent as set forth herein and in the Trust Agreement; *provided, however*, that at no time shall the VRDBs, while bearing interest at a Weekly Rate, be remarketed, or delivered by the Agent in any denomination other than in the amount of $100,000 or any integral multiple of $5,000 in excess thereof. The Agent further agrees to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer at all times.

(b) In the event of (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, (ii) a general moratorium on commercial banking activities in New York declared by either federal or New York State authorities or (iii) the engagement by the United States in hostilities or escalation of existing hostilities or a declaration of a national emergency or war, if the effect of any of which in the Agent's reasonable judgment makes it impracticable or inadvisable to proceed with solicitation of offers to purchase the VRDBs, and so long as such situation continues to exist (it being acknowledged by the parties hereto that as of the date hereof no such event is occurring), the Agent shall have the right to terminate its obligations under this Agreement at any time by notifying the Issuer in writing or by facsimile transmission, telex or other electronic communication.

(c) In consideration of the Agent's services hereunder, during periods when VRDBs are in the the Weekly Rate Mode, the Issuer agrees to pay an annual fee of nine basis points (0.09%) based upon the outstanding principal amount evidenced by the VRDBs bearing interest at a Weekly Interest Rate on the first day of each calendar quarter, payable quarterly in arrears commencing on the first day of the next following calendar quarter. Payment for any partial calendar quarter shall be made on a pro rata basis. Any fee due but unpaid upon the termination of this Agreement shall be payable by the Issuer upon termination. If this Agreement terminates as provided in Section 9 hereof, the Issuer shall pay to the Agent any portion of the annual fee due and owing the Agent

(e) The Agent shall suspend remarketing of any VRDBs upon receipt of written notice from the Bank of an Event of Default under Section 6.01 of the Reimbursement Agreement until such time as the Bank notifies the Agent that such Event of Default has been cured or waived.

Section 6. **The Agent.** (a) The Agent will be acting solely as the remarketing agent in the re-sale of the VRDBs, and the Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the VRDBs.

(b) The commitment to remarket the VRDBs shall not be construed to obligate the Agent to use any of its own funds or otherwise incur financial liability in acting as Agent hereunder.

(c) The Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the VRDBs, and may join in any action which any holder of VRDBs may be entitled to take, with like effect as if it did not act in any capacity hereunder. The Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depository, trustee or agent for any committee or body of holders of VRDBs or other obligations of the Issuer as freely as if it did not act in any capacity hereunder. The Issuer also acknowledges that the Agent is a full service firm that, together with its affiliates, is engaged in securities trading and brokerage activities and provides investment banking, financing and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Agent (and/or its affiliates) may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own accounts or the accounts of customers, in debt or equity securities or financial instruments (including bank loans and other obligations) of the Issuer.

(d) The Issuer acknowledges and agrees that (i) the Agent is acting solely as a principal and not the agent or fiduciary of the Issuer, and in particular that the Agent is not acting as a "municipal advisor" (as defined in Section 15B of the Exchange Act) and the Agent has financial and other interests that differ from those of the Issuer, (ii) the Agent has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the remarketing contemplated hereby or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer or the Issuer except the obligations expressly set forth in this Agreement and (iii) the Issuer has consulted its own legal and financial advisors to the extent it deemed appropriate. The Issuer agrees that it will not claim that the Agent is a "municipal advisor" within the meaning of Section 15B of the Exchange Act, or owes a fiduciary or similar duty to the Issuer in connection with such transaction or the process leading thereto.

Section 7. **Intention of Parties.** It is the expressed intention of the parties hereto that no purchase, sale or transfer of any VRDBs, as herein provided, or the setting of interest rates in respect thereof, shall constitute or be construed to be the extinguishment of the indebtedness evidenced thereby or the reissuance or the refunding of any indebtedness evidenced thereby.

Section 8. **Amendments.** This Agreement may not be amended except by a writing signed by each of the parties hereto.

Section 9. **Term.** Unless previously terminated, this Agreement shall remain in full force and effect until payment in full, or the provision for payment in full, of the VRDBs, or on the day after all

VRDBs are converted to bear interest at a Fixed Rate. The Issuer shall have the right to terminate this Agreement at any time upon the giving of 30 days' prior written notice to the Agent and the Agent shall have the right to terminate this Agreement at any time upon the giving of not less than 30 days' prior written notice to the Issuer, the Bank and the Trustee, provided that no such termination will be effective until a successor is appointed and has accepted the responsibilities as Remarketing Agent in accordance with the Trust Agreement. The Issuer shall promptly pay to the Agent the compensation, in accordance with Section 5(c) hereof, accrued through the effective date of such termination.

Section 10. **Notices.** Unless otherwise provided herein, all notices, VRDBs, requests or other communications hereunder shall be deemed given when delivered in writing by hand or sent by facsimile transmission, telex or registered mail, postage prepaid, addressed as follows:

If to the Issuer:	City of Oxnard Financing Authority c/o City of Oxnard 300 West Third Street, Suite 302 Oxnard, CA 93030 Attention: Chief Financial Officer Tel: 805-385-7475 Fax: 805-385-7466 E-mail: Jim.Cameron@ci.oxnard.ca.us
If to the Agent:	Mitsubishi UFJ Securities (USA), Inc. 400 California Street, 11th Floor San Francisco, CA 94104 Attn: David Kelp Tel: 415-489-3975 Fax: 646-434-3476 E-mail: dkelp@us.sc.mufg.jp (with copy to TransactionManagement@us.sc.mufg.jp)
If to the Bank (so long as the VRDB Credit Enhancement Instrument is outstanding):	Union Bank, National Association 445 South Figueroa Street Los Angeles, CA 90071 Attn: Anne Kupfer Tel: 213-236-6434 Fax: 213-236-6917 E-mail: anne.kupfer@unionbank.com
If to the Trustee:	Wells Fargo Corporate Trust 707 Wilshire Blvd, 17th Floor Los Angeles, CA 90017 MAC E2818-176 Attn: Robert Schneider Tel: 213-614-3353 Fax: 213-614-3355 E-mail: Robert.Schneider@wellsfargo.com

Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which, or means by which, subsequent notices, VRDBs, requests or other communications shall be sent.

Section 11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 13. **Captions.** The captions or headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14. **Assignment.** The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other party hereto and of the Bank, which shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the Issuer and the Agent and their respective successors and assigns, and will not confer any rights upon any other person, partnership, associations or corporation other than persons, if any, controlling the Agent within the meaning of the Securities Act; provided the Bank shall be a third party beneficiary of this Agreement. The terms "successors" and "assigns" shall not include any purchaser of any of the VRDBs merely because of such purchase.

Section 15. **Mitsubishi UFJ Securities (USA), Inc. to be Sole Agent.** The Issuer agrees that unless and until this Agreement has been terminated as provided herein, no additional remarketing agent will be appointed unless the Agent consents in writing to such appointment.

Section 16. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

City of Oxnard Financing Authority

By: _____
Timothy B. Flynn, Chairman

MITSUBISHI UFJ SECURITIES (USA), INC.

By: _____

$24,205,000 (Original Amount)
City of Oxnard Financing Authority
Variable Rate Demand Lease Revenue Bonds
(Civic Center Phase 2 Project)
Series 2006

REMARKETING AGREEMENT

THIS REMARKETING AGREEMENT (this "Agreement"), dated as of _____, is made by and between the **City of Oxnard Financing Authority** (the "Issuer") and **MITSUBISHI UFJ SECURITIES (USA), INC.**, as Remarketing Agent (the "Agent"), in connection with the offering and sale from time to time in the secondary market of City of Oxnard Financing Authority Variable Rate Demand Lease Revenue Bonds (Civic Center Phase 2 Project) Series 2006 (the "VRDBs"). This Agreement is effective as of the date hereof, it being acknowledged that the Issuer has terminated its remarketing agreement with E.J. De La Rosa & Co. dated as of December 1, 2006 with respect to the VRDBs, which termination is effective as of the date hereof.

Section 1. **Definitions.** Unless a different meaning clearly appears from the context, all words and terms used in this Agreement shall have the respective meanings assigned to such terms in the Amended and Restated Trust Agreement, dated as of August 1, 2008 (the "Trust Agreement"), by and among the Issuer, the City of Oxnard and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

Section 2. **Acceptance of Appointment; Representations and Warranties of the Agent.** The Issuer hereby appoints the Agent as exclusive Remarketing Agent for the VRDBs, and the Agent hereby accepts such appointment and agrees to perform the duties and covenants of the Agent set forth herein and in the Trust Agreement.

Section 3. **Representations and Warranties of the Issuer.** The Issuer represents and warrants to the Agent that:

(a) This Agreement (assuming due authorization, execution and delivery by the Agent) constitutes the valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, liquidation, reorganization and other similar laws affecting creditors' rights generally, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against joint powers authorities in the State of California.

(b) The Issuer has all requisite power and authority to perform its obligations under the Trust Agreement, and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

Section 4. **Certain Agreements of the Issuer.** The Issuer agrees with the Agent that:

(a) The Issuer agrees to furnish to the Agent sufficient copies of a reoffering statement (the "Reoffering Statement"), in preliminary (if applicable) and final form, in form and substance satisfactory to the Agent, and any other related material prepared for use by the Issuer, as the Agent reasonably determines may be necessary in connection with any remarketing of the VRDBs that constitutes a "primary offering" within the meaning of Rule 15c2-12 (the "Rule") promulgated, and as amended from time to time, by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided, however, that nothing in this Section 4 shall require the Agent to offer for sale any VRDBs if such offer is subject to the Rule unless (i) the Agent, in its sole discretion, decides to undertake such obligation and (ii) the Agent, in its sole discretion,

determines that the requirements of the Rule have been satisfied. Further, the Issuer agrees to cooperate in the preparation of and to make available to the Agent revised Reoffering Statements or amendments or supplements thereto such as may be required so that the Reoffering Statement required for use in any such "primary offering" will not contain any misstatement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Any costs or expenses incurred in connection with the preparation of a Reoffering Statement and any amendments or supplements thereto shall be the responsibility of the Issuer. The Agent acknowledges that the remarketing of VRDBs, while such VRDBs bear interest at a Weekly Interest Rate and such VRDBs are remarketed in denominations of $100,000 or more, is not considered a "primary offering" within the meaning of the Rule as interpreted by the SEC as of the date of execution of this Agreement.

(b) If, during such time as the Reoffering Statement is used in connection with such "primary offering" and sale of the VRDBs, any event occurs or condition exists relating to or affecting the Issuer or the VRDBs as a result of which the Reoffering Statement would contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer upon learning of such event or condition shall promptly notify the Agent in writing of the circumstances and details of such event. The Issuer will cooperate with the Agent in the preparation of the additional marketing materials which the Agent reasonably determines are necessary in connection with such "primary offering" and sale of the VRDBs or which the Agent reasonably determines should be provided to owners and prospective owners of the VRDBs.

(c) The Issuer will furnish the Agent copies of all reports and financial statements relating to the financial affairs and condition of the Issuer as required by the Trust Agreement promptly after they are made available to the public by the Issuer by posting on EMMA (Electronic Municipal Market Access) and such additional information concerning the operations and financial condition of the Issuer as required by the Trust Agreement or concerning the VRDBs as the Agent may from time to time reasonably request.

(d) At the expense of the Agent, the Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Agent as the Agent may request (i) to qualify the VRDBs for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Agent may designate and (ii) to determine the eligibility of the VRDBs for investment under the laws of such states and other jurisdictions, and will use commercially reasonable efforts to continue such qualifications in effect until the termination of this Agreement; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(e) If a Reoffering Statement is not supplied as required by the provisions of Section 4(a) above, the Agent's obligation to remarket the VRDBs pursuant to the Trust Agreement and under this Agreement will be suspended until such time as a Reoffering Statement satisfactory to the Agent and its counsel is supplied.

(f) The Issuer represents and warrants to the Agent that the Issuer will furnish such information, execute such documents and take such other action in cooperation with the Agent as the Agent may reasonably request in order to remarket the VRDBs; provided that the Issuer shall not be required to take any action which would submit it to, or constitute consent to, service of process or to qualify as a foreign corporation in any jurisdiction where it is not otherwise presently subject to service or so qualified, as the case may be.

To assist the Agent in complying with its obligations under MSRB Rule G-34(c), the Issuer shall provide the Agent with a copy of the Credit Facility, Reimbursement Agreement, the Trust Agreement or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, including any amendments thereto, in the following manner:

(i) on the effective date of this Agreement, a copy of the Credit Facility;

(ii) within ten Business Days prior to the proposed date of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, written notice that such document is proposed to be amended, extended, renewed, replaced or terminated, as the case may be, and the expected date of execution and delivery of such amendment, extension, renewal, replacement or termination, as the case may be;

(iii) within five Business Days after the execution and delivery of any amendment, extension, renewal, replacement or termination, as the case may be, of the Credit Facility or any other document to which the Issuer is a party that establishes an obligation to provide credit and/or liquidity support with respect to the VRDBs, a copy thereof; and

(iv) no later than three Business Days after receiving a request from the Agent for any document requested pursuant to this section, a copy thereof.

In each instance that a document is delivered to the Agent pursuant to this Section 4(f), the Issuer shall provide: (A) a final execution copy of each relevant document; and (B) in any such document where any redactions are made, (x) a redacted final execution copy of such document, and (y) a file containing a list describing the nature of all redactions that have been made to such document.

If there are any additional regulatory requirements, amendments or modifications to the securities laws with which the Agent must comply, the Issuer shall take all steps reasonably requested by the Agent or its counsel necessary to comply with such additional requirements. In the event the Issuer does not provide the Agent with a copy of a document described in this Section 4(f), the Issuer acknowledges that the Agent may file a notice with the MSRB's Short-Term Obligation Rate Transparency System ("SHORT System") that such document will not be provided at such time as is specified by the MSRB and in the SHORT System users' manual.

Section 5. **Remarketing.** (a) The Issuer has appointed the Agent as the exclusive agent for the remarketing of the VRDBs pursuant to this Agreement and, in reliance on the representations contained herein and subject to the terms hereof, the Agent accepts the duties and obligations of the Remarketing Agent herein and under the Trust Agreement and agrees to use its best efforts to solicit offers to purchase, at a price of 100% of the principal evidenced thereby plus accrued interest evidenced thereby, if any, the VRDBs which have been tendered or deemed tendered by the holders thereof pursuant to the Trust Agreement and to perform the other obligations of the Remarketing Agent as set forth herein and in the Trust Agreement; *provided, however*, that at no time shall the VRDBs, while bearing interest at a Weekly Rate, be, remarketed, or delivered by the Agent, in any denomination other than in the amount of $100,000 or any integral multiple of $5,000 in excess thereof. The Agent further agrees to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer at all times.

(b) In the event of (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange, (ii) a general moratorium on commercial banking activities in New York declared by either federal or New York State authorities or (iii) the engagement by the United States in hostilities or escalation of existing hostilities or a declaration of a national emergency or war, if the effect of any of which in the Agent's reasonable judgment makes it impracticable or inadvisable to proceed with solicitation of offers to purchase the VRDBs, and so long as such situation continues to exist (it being acknowledged by the parties hereto that as of the date hereof no such event is occurring), the Agent shall have the right to terminate its obligations under this Agreement at any time by notifying the Issuer in writing or by facsimile transmission, telex or other electronic communication.

(c) In consideration of the Agent's services hereunder, during periods when VRDBs bear interest at a Weekly Interest Rate, the Issuer agrees to pay an annual fee of nine basis points (0.09%) based upon the outstanding principal amount evidenced by the VRDBs bearing interest at a Weekly Interest Rate on the first day of each calendar quarter, payable quarterly in arrears commencing on the first day of the next following calendar quarter. Payment for any partial calendar quarter shall be made on a pro rata basis. Any fee due but unpaid upon the termination of this Agreement shall be payable by the Issuer upon termination. If this Agreement terminates as provided in Section 9 hereof, the Issuer shall pay to the Agent any portion of the annual fee due and owing the Agent.

(d) The Agent shall suspend remarketing of any VRDBs upon receipt of written notice from the Bank of an Event of Default under Section 6.01 of the Reimbursement Agreement until such time as the Bank notifies the Agent that such Event of Default has been cured or waived.

Section 6. **The Agent.** (a) The Agent will be acting solely as the remarketing agent in the re-sale of the VRDBs, and the Agent's responsibility is limited to the use of its best efforts to solicit offers to purchase the VRDBs.

(b) The commitment to remarket the VRDBs shall not be construed to obligate the Agent to use any of its own funds or otherwise incur financial liability in acting as Agent hereunder.

(c) The Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the VRDBs, and may join in any action which any holder of VRDBs may be entitled to take, with like effect as if it did not act in any capacity hereunder. The Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depository, trustee or agent for any committee or body of holders of VRDBs or other obligations of the Issuer as freely as if it did not act in any capacity hereunder. The Issuer also acknowledges that the Agent is a full service firm that, together with its affiliates, is engaged in securities trading and brokerage activities and provides investment banking, financing and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Agent (and/or its affiliates) may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own accounts or the accounts of customers, in debt or equity securities or financial instruments (including bank loans and other obligations) of the Issuer.

(d) The Issuer acknowledges and agrees that (i) the Agent is acting solely as a principal and not the agent or fiduciary of the Issuer, and in particular that the Agent is not acting as a "municipal advisor" (as defined in Section 15B of the Exchange Act) and the Agent has financial and other interests that differ from those of the Issuer, (ii) the Agent has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the remarketing contemplated hereby or the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer or the Issuer except the obligations expressly set forth in this Agreement and (iii) the Issuer has consulted its own legal and financial advisors to the extent it deemed appropriate. The Issuer agrees that it will not claim that the Agent is a "municipal advisor" within the meaning of Section 15B of the Exchange Act, or owes a fiduciary or similar duty to the Issuer in connection with such transaction or the process leading thereto.

Section 7. **Intention of Parties.** It is the expressed intention of the parties hereto that no purchase, sale or transfer of any VRDBs, as herein provided, or the setting of interest rates in respect thereof, shall constitute or be construed to be the extinguishment of the indebtedness evidenced thereby or the reissuance or the refunding of any indebtedness evidenced thereby.

Section 8. **Amendments.** This Agreement may not be amended except by a writing signed by each of the parties hereto.

Section 9. **Term.** Unless previously terminated, this Agreement shall remain in full force and effect until payment in full, or the provision for payment in full, of the VRDBs, or on the day after all

VRDBs are converted to bear interest at a Fixed Rate. The Issuer shall have the right to terminate this Agreement at any time upon the giving of 30 days' prior written notice to the Agent and the Agent shall have the right to terminate this Agreement at any time upon the giving of not less than 30 days' prior written notice to the Issuer, the Bank and the Trustee, provided that no such termination will be effective until a successor is appointed and has accepted the responsibilities as Remarketing Agent in accordance with the Trust Agreement. The Issuer shall promptly pay to the Agent the compensation, in accordance with Section 5(c) hereof, accrued through the effective date of such termination.

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If to the Issuer:	City of Oxnard Financing Authority c/o City of Oxnard 300 West Third Street, Suite 302 Oxnard, CA 93030 Attention: Chief Financial Officer Tel: 805-385-7475 Fax: 805-385-7466 E-mail: Jim.Cameron@ci.oxnard.ca.us
If to the Agent:	Mitsubishi UFJ Securities (USA), Inc. 400 California Street, 11th Floor San Francisco, CA 94104 Attn: David Kelp Tel: 415-489-3975 Fax: 646-434-3476 E-mail: dkelp@us.sc.mufg.jp (with copy to TransactionManagement@us.sc.mufg.jp)
If to the Bank (so long as the VRDB Credit Enhancement Instrument is outstanding):	Union Bank, National Association 445 South Figueroa Street Los Angeles, CA 90071 Attn: Anne Kupfer Tel: 213-236-6434 Fax: 213-236-6917 E-mail: anne.kupfer@unionbank.com
If to the Trustee:	Wells Fargo Corporate Trust 707 Wilshire Blvd, 17th Floor Los Angeles, CA 90017 MAC E2818-176 Attn: Robert Schneider Tel: 213-614-3353 Fax: 213-614-3355 E-mail: Robert.Schneider@wellsfargo.com

Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which, or means by which, subsequent notices, VRDBs, requests or other communications shall be sent.

Section 11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

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Section 14. **Assignment.** The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other party hereto and of the Bank, which shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the Issuer and the Agent and their respective successors and assigns, and will not confer any rights upon any other person, partnership, associations or corporation other than persons, if any, controlling the Agent within the meaning of the Securities Act; provided the Bank shall be a third party beneficiary of this Agreement. The terms "successors" and "assigns" shall not include any purchaser of any of the VRDBs merely because of such purchase.

Section 15. **Mitsubishi UFJ Securities (USA), Inc. to be Sole Agent.** The Issuer agrees that unless and until this Agreement has been terminated as provided herein, no additional remarketing agent will be appointed unless the Agent consents in writing to such appointment.

Section 16. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

City of Oxnard Financing Authority

By: _____
Timothy B. Flynn, Chairman

MITSUBISHI UFJ SECURITIES (USA), INC.

By: _____

Meeting Date: 12/ 3 /13

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

Prepared By: Sergio Martinez, Battalion Chief Agenda Item No. S-8

Reviewed By: City Manager City Attorney Finance Police Chief

DATE: November 21, 2013

TO: City Council

FROM: James A. Williams, Fire Chief
Fire Department

SUBJECT: **State Homeland Security Grant**

RECOMMENDATION

That City Council:

Approve a special budget appropriation and recognize grant revenue in the amount of $53,833 from the Federal Department of Homeland Security and subgranted through the State of California for Hazardous Material Response, Urban Search and Rescue (USAR) and Community Emergency Response Team (CERT) training.

DISCUSSION

The County of Ventura applied for and received a grant of $825,702 from the State Homeland Security Grant Program. The City of Oxnard has been awarded a sub-grant from the SHSG approving body in the amount of $53,833. The grant funds are for Urban Search and Rescue (USAR) training and equipment and Community Emergency Response Teams (CERT) classes.

FINANCIAL IMPACT

With no matching funds required, approval of this recommendation will appropriate funds in the amount of $53,833 from the Federal Grant Revenue (passed through the State) to the State Homeland Security 2013 Grant, project no.772234.

Attachment #1 - Sub-Grantee Award
#2 - Special Budget Appropriation

VENTURA COUNTY SHERIFF'S OFFICE

- GEOFF DEAN
  Sheriff
- GARY PENTIS
  Assistant Sheriff
- JOHN CROMBACH
  Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

October 16, 2013

Chief James Williams
Oxnard Fire Department
360 West 2nd Street
Oxnard, CA 93030

SUBJECT: **NOTIFICATION OF SUB-GRANT AWARD**
FY2013 State Homeland Security Grant Program
Grant #: 2013-00110, CFDA#: 97-067
Performance Period: August 29, 2013 to January 31, 2015

Dear Chief Williams:

The Office of Homeland Security has approved the County of Ventura's FY 2013 State Homeland Security Grant Program application in the amount of $825,702. Your agency has been identified to receive the following allocations:

- $43,333 to support Urban Search and Rescue equipment and training
- $10,500 to support your CERT program

Please be advised of the following rules:

Training - All training must receive a training approval number prior to spending money.

Equipment - Only equipment on the Authorized Equipment List is allowed.

Installation - An Environmental and Historic Preservation screening form must be submitted to our office for any equipment that will be installed, inside or outside. An approval from the State must be obtained prior to the purchase.

Training and Exercises – An Environmental and Historic Preservation screening form must be submitted to our office for any training or exercise that is field based. An approval from the State must be obtained prior to the activity.

For assistance with an Environmental and Historic Preservation screening form, please contact Gil Zavlodaver in our office at 654- 3655.

ATTACHMENT 1
Page 1 of 2

This is a reimbursement grant; therefore, funds must be expended and a reimbursement form with the appropriate supporting documentation must be submitted to the Sheriff's Office of Emergency Services before grant funds will be received by your agency. In addition, we will need your Authorized Agent to review and sign the 2013 Grant Assurances and return it to our office. This document along with all other pertinent grant guidance will be e-mailed to you.

If you have questions or need assistance with any of the above, please call me at 477-1589 in the Sheriff's Office of Emergency Services.

Sincerely,

Susan Duenas
Homeland Security Grant Program Administrator

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire **Date:** November 19, 2013

Project/Program Manager: James Williams **Phone:**

Reason for Appropriation:

To recognize federal grant revenue for the State Homeland Security Grant FY13, which is subgranted through the County of Ventura

Accounts and Descriptions		AMOUNT
Fund: HOMELAND SECURITY GRANT (238)		
Revenues/Transfers In		
HOMELAND SECURITY 2013 (Project 772234)		
238-2221-531.72-31	FEDERAL & STATE SOURCES/STATE GRANT REVENUES	53,333
	Sub-total Revenues	53,333
Expenditures/Transfers Out		
HOMELAND SECURITY 2013 (Project 772234)		
238-2221-802.80-03	PERSONNEL SERVICES/OVERTIME	10,000
238-2221-802.81-34	MINOR EQP-SHOP/FIELD	37,000
238-2221-802.83-43	TRAINING/WORKSHOP/MTNGS	6,333
	Sub-total Expenditures	53,333
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**53,333**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 2
Page 1 of 1

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only)
BA Doc# (Finance Use Only)
Revised : 2/23/2012

Meeting Date: 12 /3/13

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

Prepared By: Brad Windsor, Assistant Fire Chief BW Agenda Item No. S-9

Reviewed By: City Manager City Attorney FT Finance J.C Other *(Specify)*

DATE: November 21, 2013

TO: City Council

FROM: James A. Williams, Fire Chief
Fire Department

SUBJECT: **Authorization to Submit Three Grant Applications to the Federal Emergency Management Agency for $895,000 in Assistance to Firefighters Grants Program (AFG) Grant Funds**

RECOMMENDATION

That City Council adopt a resolution authorizing:

1. The City Manager to submit three grant applications totaling $895,000 in Assistance to Firefighters Grants Program (AFG) grant funds to be used for Urban Search and Rescue (USAR) training, a comprehensive behavioral health program and vehicle extrication and stabilization equipment for Fire Department personnel;

2. The City Manager to execute the grant agreement if grant funds are awarded to the City;

3. The Finance Director to appropriate the funds and perform all other required financial actions;

4. The Fire Chief or designee to submit non-financial reports.

DISCUSSION

The City of Oxnard is eligible to submit grant applications to FEMA for the consideration of Assistance to Firefighters Grants Program (AFG) grant funds. FEMA recently issued a FY2013 AFG Funding Opportunity Announcement for a suite of competitive discretionary AFG grants. Fire departments are eligible to apply for AFG grants to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA awards AFG grants on a yearly basis. The grant funds will provide for swift water training, a comprehensive behavioral health program and vehicle extrication and stabilization equipment, if awarded.

The swift water training grant application is for $70,000 and will provide training for fire department members in the area of Urban Search and Rescue (USAR). This grant application is agency specific to

the Oxnard Fire Department. There is a matching funds requirement of 10% ($7,000) of the grant, if awarded.

The comprehensive behavior health program grant application is for $225,000 and will provide a behavioral health support program for Oxnard Fire Department employees. This grant application is agency specific to the Oxnard Fire Department. There is a matching funds requirement of 10% ($22,500) of the grant, if awarded.

The vehicle extrication and stabilization equipment grant application is for $600,000 and is a regional grant application, which includes extrication equipment for all other fire agencies within Ventura County. The Oxnard Fire Department would receive $60,000 of the funds from this grant application, if awarded. FEMA would distribute the remainder of the grant funds to the other fire departments within Ventura County. There is a matching funds requirement of 10% ($6,000) of the grant, if awarded.

FINANCIAL IMPACT

There is a matching funds requirement of 10% for each of the grants. If FEMA awards all three grant applications, the City would have an obligation to commit a total of $35,000 in order to meet the matching funds requirement. The Fire Department would account for the matching funds requirement through use of Certified Unified Program Agency (CUPA) funds ($5,000), Joint Apprenticeship Committee (JAC) funds ($15,000) and existing operating budget from fire department general fund ($15,500). If awarded, the grant would be funded in FY 2014/2015.

Attachment # 1 – Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of three grant applications to the Federal Emergency Management Agency (FEMA) for $895,000 in Assistance to Firefighters Grants Program (AFG) grant funds to be used for urban search and rescue (USAR) training, a comprehensive behavioral health program and vehicle extrication and stabilization equipment for Fire Department personnel.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of three grant applications by the City Manager for $895,000 in Assistance to Firefighters Grants Program (AFG) grant funds to be used for urban search and rescue (USAR) training, a comprehensive behavioral health program and vehicle extrication and stabilization equipment for Fire Department personnel. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 3rd day of December, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Timothy Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Stephen M. Fischer, Interim City Attorney

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12 /03 /13

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

Prepared By: Michelle Téllez, Director of Human Resources Agenda Item No. S-10

Reviewed By: City Manager City Attorney FT Finance Other *(Specify)*

DATE: December 3, 2013

TO: City Council

FROM: Michelle Téllez, Director of Human Resources
Human Resources Department

SUBJECT: **Safe Harbor Provisions of the Affordable Care Act**

RECOMMENDATION

That City Council:

1. Adopt the Safe Harbor Provisions.

DISCUSSION

Effective January 1, 2015, the Affordable Care Act mandates that a large employer (at least fifty [50] full-time employees, including full-time equivalents) offer affordable health care to substantially all of its "full-time" employees or face potential penalties. The penalties are triggered when a "full-time" employee obtains subsidized coverage through California's health benefits exchange.

The new law defines a "full-time" employee as one who averages thirty (30) or more hours of service per week in any given month. Hours of service include paid time off due to vacation, holiday, illness, incapacity, layoff, jury duty, military duty, or leave of absence.

The Internal Revenue Service (IRS) allows employers to adopt a "Look Back Measurement Method Safe Harbor" to determine whether an employee is "full-time" for purposes of the ACA penalties. Without this safe harbor, the IRS will determine penalties on a monthly basis. However, if the City adopts this Safe Harbor, it can "look back" at a defined period of time (e.g. twelve months) called a measurement period to determine each employee's average hours of service per week. If an employee is determined to be part-time during the measurement period, the City could rely upon that determination during a following associated stability period without regard for actual hours of service and without incurring any penalties. Also, an employee may end up working full-time during certain months, but as long that employee is a variable hour or seasonal employee and averages under thirty (30) hours per week over the course of the measurement period, the employee will not subject the City to penalties.

If the City does not adopt the Look Back Measurement Method Safe Harbor, the City may be subject to a potential penalty for any given month that a full-time employee (i.e. one who averages at least thirty (30) hours of service per week) is not offered affordable health care coverage.

The implementation of this Safe Harbor will require that the City meet specific legal restrictions relating to the timing and length of the periods that must be established under this Safe Harbor.

Similarly, any coverage offered to a "full-time" employee as defined by the ACA, must be affordable. The City has the option of using one of three potential affordability safe harbors (applied to employees on a reasonable and consistent basis) in order to assess whether the health coverage it offers is affordable.

If the City does not adopt the affordability safe harbors, then the City will not be able to determine whether the coverage it offers is affordable as that term is used under the ACA.

FINANCIAL IMPACT

By establishing the appropriate number of employees to whom the Act applies, the City will establish its financial responsibility under the Act.

MHT

Attachment #1 - Resolution Approving Memorandum of Understanding

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION ADOPTING SAFE HARBOR PROVISIONS OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.

WHEREAS, The Patient Protection and Affordable Care Act ("ACA") was enacted on March 23, 2010;

WHEREAS, ACA added Section 4980H Shared Responsibility for Employers Regarding Health Care Coverage to Title 26 of the United States Code, the Internal Revenue Code (Section 4980H);

WHEREAS, Section 4980H imposes an assessable payment on an applicable large employer when (1) it fails to offer "substantially all" of its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage or offers coverage to "substantially all" of its full-time employees (and their dependents) that is either "unaffordable" or does not provide "minimum value" and (2) any full-time employee is certified to the employer as having received a subsidy for coverage through the exchange ("Penalty");

WHEREAS, the City of Oxnard ("City") is considered an applicable large employer because it employed an average of at least 50 full-time employees (including full-time equivalents) on business days during the preceding calendar year;

WHEREAS, the Department of Treasury issued proposed regulations regarding Section 4980H that permit the City to adopt the Look Back Measurement Method Safe Harbor in order to determine the status of an employee as "full-time." (78 Federal Register 218, 243, January 2, 2013);

WHEREAS, the City intends to adopt the provisions of the Look Back Measurement Method Safe Harbor in order to determine the full-time status of its employees regarding these ACA provisions;

WHEREAS, the Department of Treasury issued proposed regulations regarding Section 4980H that permit the City to use one of three affordability safe harbors for any reasonable category of employees as long as it is applied on a uniform and consistent basis for all employees in the category (78 Federal Register 218, 251-253, January 2, 2013);

WHEREAS, the City intends to use the affordability safe harbors as contemplated in the proposed regulations;

WHEREAS, the City intends to use good faith efforts to comply with legal requirements under ACA despite that they have not yet been fully developed; and

WHEREAS, the City expects that further guidance and regulations will be issued regarding ACA.

WHEREAS, the City Council has carefully reviewed the recommendation to adopt the Safe Harbor Provisions of the ACA and in so doing has established the viability of adopting this Provision.

NOW THEREFORE, the City Council of the City Of Oxnard resolves as follows:

That the City shall adopt the Safe Harbor Provisions of the ACA and directs staff to work with the City's outside counsel to effectuate all legal requirements to implement the Safe Harbor Provisions of the Affordable Care Act.

APPROVED AND ADOPTED this 3rd day of December, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Stephen Fischer, City Attorney

ATTACHMENT NO. 1
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12 /3 / 13

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

Prepared By: Michelle Téllez, Director of Human Resources Agenda Item No. S-11

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: December 3, 2013

TO: City Council

FROM: Michelle H. Téllez, Director of Human Resources
Human Resources Department

SUBJECT: **Memorandum of Understanding with the Service Employees International Union, SEIU, Local 721, CLC**

RECOMMENDATION

That City Council:

1. Adopt a resolution ratifying and implementing a Memorandum of Understanding (MOU) between the City and the Service Employees International Union, SEIU, Local 721, CLC commencing January 1, 2013, and expiring on June 30, 2018.

2. Authorize the City Manager to transfer funds between accounts, in amounts to be determined, to implement the terms and conditions of the MOU.

DISCUSSION

Authorized representatives of the City Manager and the Service Employees International Union, SEIU, Local 721, CLC have negotiated and agreed upon wages, hours and other terms and conditions of employment for City employees occupying classifications represented by SEIU, Local 721.

If approved, the MOU will provide the following changes in wages, hours and other terms and conditions of employment:

- The new MOU shall be effective January 1, 2013 and shall remain in force and effect through June 30, 2018.
- On January 1, 2014, the hourly rate of each member of the bargaining unit shall be changed to the step closest to that member's current hourly rate for his or her pay grade, with the understanding that no employee subject to this MOU shall experience a reduction in hourly rate as a result of this provision.

- Beginning July 1, 2014, each employee subject to this MOU shall, on the employee's next City date of in-class anniversary, have the employee's hourly rate increased to the next highest step in the employee's pay grade. To be eligible for a step increase the employee's then most recent performance evaluation must reflect an overall assessment of "meets job requirements" or better. No step increase shall be given to any employee whose most recent performance evaluation rating was "unsatisfactory" or "needs instruction & development."

- The parties agree to reopen the MOU at the request of either the City or Union during month of January 2016 solely on the issue of 'classic' unit employees' payment of PERS member contributions.

FINANCIAL IMPACT

The estimated costs of the MOU are as follows on both an incremental and cumulative basis:

Service Employees International Union
SEIU, Local 721, CLC, Memorandum of Understanding
Summary of Costs

	2013-14	2014-15	2015-16	2016-17	2017-18
General Fund					
Incremental	179,700	492,900	635,500	653,900	672,800
Cumulative	179,700	672,600	1,308,100	1,962,000	2,634,800
All Funds					
Incremental	287,150	791,850	1,024,000	1,053,700	1,084,300
Cumulative	287,150	1,079,000	2,103,000	3,156,700	4,241,000

MHT

Attachment #1 - Resolution Approving Memorandum of Understanding
#2 - Memorandum of Understanding with SEIU, Local 721

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION IMPLEMENTING CHANGES TO THE MEMORANDUM OF UNDERSTANDING OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU, LOCAL 721, CLC

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard the recommended changes to the Memorandum of Understanding with the Service Employees International Union, SEIU, Local 721, CLC, and

WHEREAS, the Memorandum of Understanding contains negotiated and agreed-upon adjustments to Service Employees International Union, SEIU, Local 721, CLC's MOU; and

WHEREAS, the City Council has carefully reviewed the changes to the Memorandum of Understanding and finds that the approval and implementation of changes to the Memorandum of Understanding is desirable.

NOW THEREFORE, the City Council of the City Of Oxnard resolves as follows:

That the changes to Memorandum of Understanding between the City and Service Employees International Union, SEIU, Local 721, CLC are ratified and staff is directed to perform all acts necessary to implement its terms.

APPROVED AND ADOPTED this 3rd day of December, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Stephen Fischer, City Attorney

ATTACHMENT NO. 1
PAGE 1 OF 1

MEMORANDUM OF UNDERSTANDING

between
CITY OF OXNARD
and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, CLC

January 1, 2013 – June 30, 2018

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Oxnard (City) and the Service Employees International Union CTW, CLC, Local 721, (SEIU Local 721), and represents the full and complete agreement of City and SEIU Local 721 for the term hereof concerning wages, hours, and terms and conditions of employment.

ARTICLE 1

IMPLEMENTATION

City staff agrees to recommend to the City Council and SEIU Local 721 representatives agree to recommend to its members the adoption and approval, respectively, of this MOU. City and SEIU Local 721 agree that this MOU shall not be binding, either in whole or in part, unless and until approved by the membership of SEIU Local 721 and duly adopted by the City Council.

ARTICLE 2

RECOGNITION

This MOU shall apply only to regular full-time and regular part-time employees to the extent provided for in Article 30, herein, occupying positions in the classifications specified as comprising the Professional, Technical & Administrative Support Unit (Unit). This MOU shall also apply to those limited benefit employees (LBEs) designated for inclusion in the bargaining unit pursuant to the stipulation entered into between the City and SEIU Local 721 in March 2009, a copy of which is attached to this MOU and incorporated herein by reference. Nothing in this MOU shall grant any additional compensation, benefit, term or condition of employment to any LBE which did not apply to the LBE prior to the effective date of this MOU unless specifically made applicable to LBEs by express provision of this MOU.

ARTICLE 3

CITY RIGHTS

SEIU Local 721 recognizes that 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 work force performing those services in all respects, subject to this MOU. SEIU Local 721 recognizes that the City Manager and Department Directors have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this MOU. SEIU Local 721 recognizes that 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 and the specific provisions of this MOU, 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.

ARTICLE 4

SEIU LOCAL 721 RIGHTS

1. Release Time for Stewards

City agrees that the stewards of SEIU Local 721 have the right to paid release time for the time spent representing an employee under the grievance procedure and the disciplinary action procedure herein subject to the following:

a) SEIU Local 721 may designate up to twelve (12) Unit employees as stewards and shall in writing notify the City Manager and Human Resources Director of such designations. There shall be no obligation on City to change or adjust normal program scheduling or assignments of employees as a result of such designations. Employees may select a steward of choice from those twelve (12) Unit employees listed in the writing by the City Manager and Human Resources Director.

b) One such steward may, when SEIU Local 721 is designated in writing by an employee as his/her representative, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors without loss of pay or benefits. In no event shall the steward use this paid release time for any other purpose, such as gathering information, interviewing the subject employee or witnesses, or preparing a presentation.

c) City shall authorize stewards and/or officers to be able to attend employer-employee relations seminars. The stewards and/or officers may use available vacation leave or compensatory time off to account for the absence from work. Requests for attendance at such events must be submitted to the City Manager at least 10 working days in advance of the event, or the City Manager may deny the request.

2. SEIU Local 721 Staff Representatives

SEIU Local 721 staff representatives shall be admitted to the buildings and grounds of City during working hours for the purpose of assisting in the resolution of grievances or disciplinary actions, so long as such admittance will not interfere with any work operation or the safety and security of any work site. Such staff representatives will check in with a designated Division Manager and will be required to conform with the operational and safety regulations and procedures as directed by the Division Manager.

3. List of Unit Employees

Biweekly, City shall provide SEIU Local 721 with a list of Unit employees and their membership status. Upon reasonable request, City will provide SEIU Local 721 with a list of Unit employees, their classifications and divisions, and updates as to transfers, promotions, new City employees, separations from service within the Unit, current address, and phone number.

4. Payroll Deductions/Membership Dues

a) City shall deduct from the biweekly paycheck of SEIU Local 721 members the regular periodic SEIU Local 721 membership dues (as certified in writing to the City Manager by an authorized official of SEIU Local 721), and the cost of regular periodic SEIU Local 721 sponsored insurance benefits pursuant to City's deduction authorization form, duly completed and signed by the Unit employee. City shall transmit such deductions biweekly to SEIU Local 721.

b) City shall deduct representation service fees from the paychecks of those employees subject to Section 5 herein and transmit promptly those fees to SEIU Local 721. Such deductions shall be made only when the Unit employee's earnings for a pay period are sufficient to pay such fees after other legally required deductions are made.

c) SEIU Local 721 agrees that City has no liability on account of any actions taken or not taken pursuant to this section.

5. Maintenance of Membership/Representation Service Fee

a) All Unit employees, who on the effective date of this MOU are members of SEIU Local 721 and all employees who thereafter voluntarily become members of SEIU Local 721 shall maintain their membership in SEIU Local 721 subject to the right to resign from membership and pay a representation fee in lieu of membership dues during the last seven (7) calendar days of June of each year.

b) All Unit employees hired after October 19, 1996, who choose not to become members of SEIU Local 721 shall be required to pay to SEIU Local 721 a representation service fee. City agrees that becoming a member of SEIU Local 721 or signing up to pay the representation service fee shall be a condition to commence employment with City. The representation service fee represents the employee's proportionate share of SEIU Local 721's cost of legally authorized representation services on behalf of Unit employees in their labor relations with City. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Unit employees who are members of SEIU Local 721. SEIU Local 721 shall provide affected Unit employees with the financial information required by law.

c) The representation service fee arrangement provided by this section may be rescinded by majority vote of those voting in a secret ballot election in which all Unit employees are eligible to vote provided that:

1) a request for such vote is supported by a petition containing the signatures of at least thirty percent of Unit employees; and

2) the vote is taken at any time after November 15, 1997, but in no event shall there be more than one vote taken during any one City fiscal year.

d) The sufficiency of petitions shall be determined, and the election conducted by the State Mediation and Conciliation Service.

e) SEIU Local 721 shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of law.

f) SEIU Local 721 agrees to fully indemnify City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of City under this section, and to reimburse City for its attorneys' fees and costs in defending against any such claims, proceedings or liability.

g) Any unit member who is a member of a bona fide religion or religious body or sect whose traditional tenets or teachings include conscientious objections to joining or financially supporting public employee organizations shall not be required to join or support the Union financially as a condition of employment. Such employee, in lieu of payment of union dues, initiation fees or a representation service fee, shall instruct the City in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to a non-religious, non-labor charitable organization selected by such employee, or, in the absence of such selection, as agreed upon by the Union and the City. Any such charitable organization must be exempt from taxation under section 501(c)(3) of the Internal Revenue Code. The charitable fund(s) designated shall include the name, address and phone number for which the employee intends to submit the charitable contribution in lieu of the agency shop fee.

Proof of pay*ments to such fund(s) shall be required to be submitted at the end of each calendar month to Payroll for verification with a copy of proof to be* forwarded to the Union.

6. Meeting Locations

a) Upon request of SEIU Local 721, City may provide SEIU Local 721 with a location for a meeting to occur outside working hours of the attendees, provided such space is available and SEIU Local 721 complies with all City and department rules, policies, and directions. Such meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or his/her designee, and will indicate the date, time, and general purpose of the meeting for which the facilities are requested.

b) SEIU Local 721 understands and agrees that the City Manager, or his/her designee, may deny the request based on his/her judgment that the purpose of the meeting makes such use inappropriate.

7. Bulletin Boards

a) City agrees that SEIU Local 721 may use designated bulletin boards or portions of boards. A copy of all material to be displayed upon a bulletin board shall be provided to the affected Division Manager or his/her designated representative. If the Division Manager objects to the contents of such material, he/she shall notify SEIU Local 721 staff. In such event, the materials shall not be placed on the bulletin board, based upon the Division Manager's objections, and, if an agreement cannot be reached between SEIU Local 721 and the Division Manager, the matter shall be referred to the Human Resources Director for resolution. For Citywide postings, individual Division Manager permission is not required. SEIU Local 721 is responsible for posting and removal of material upon the designated bulletin board and for the neat and orderly maintenance thereof.

b) SEIU Local 721 shall, with the approval of the City Manager, have the use of the City email for the purpose of communication of SEIU Local 721/City business such as scheduling joint meetings and appointments and informing members of possible tentative agreements.

8. Distribution of SEIU Local 721 Materials

SEIU Local 721 may distribute materials on City premises, at locations designated by the City Manager, before and after scheduled working hours or in non-work areas during scheduled working hours provided that both the employee distributing and the employee receiving such material are not on City time and so that such distribution shall not interfere with City operations.

ARTICLE 5

EMPLOYEE RIGHTS - PERSONNEL FILES

1. Review of Personnel Actions

No evaluation of employee performance, salary action, resolution of grievance, or disciplinary action shall be placed in the personnel file of an employee without the employee being afforded a reasonable opportunity to read and to receive a copy of such material. The employee must acknowledge that he/she has read such material by affixing his/her signature to it. City understands that such signature does not necessarily indicate agreement by the employee of the content of the material. If the employee refuses to sign, the material shall be placed in his/her personnel file with an appropriate notation by the person filing the material.

2. Personnel File Inspection

With the exception of confidential material, such as letters of reference, examination rating sheets, and employment background investigations, an employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing a steward or SEIU Local 721 staff to inspect his/her file.

ARTICLE 6

PERS/PARS WAGES

1. Payment of Employee's PERS Contribution

a) City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to seven percent of the wages upon which the employee's retirement contributions are computed. (This section applies to employees in y-rated positions.) This payment shall not be considered wages by City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.

b) City shall provide in its contract with PERS for all Unit employees a 2 percent (2%) at age fifty-five (55) and highest consecutive twelve-month period retirement formula.

c) City shall provide in its contract with PERS the Fourth Level Survivor Benefit and Military Service Credit for Unit employees.

d) City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PERS.

e) Employees hired on or after January 1, 2013, who are 'new members' as that term is defined in the Public Employee Pension Reform Act ('PEPRA'; Government Code section 7522 et seq.) shall be subject to the provisions of PEPRA, including but not limited to the following:

--2% at age 62 retirement formula;
--retirement benefit based on highest 36 consecutive months;
--employees will pay a 'member contribution' to PERS at the rate established by PERS, which in 2013 is 6.5% of payroll. This shall be paid by the employee by payroll deduction. No portion of the member contribution shall be paid by the City;
--new members shall receive the 4th level survivor benefit and Military Service Credit.

The parties agree to reopen this Agreement at the request of either the City or Union during month of January 2016 solely on the issue of 'classic' unit employees' payment of PERS member contributions.

2. Payment of Employee's PARS Contribution

a) City shall provide to all Unit 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.

b) The City's total contribution to PARS on behalf of Unit employees shall be equal to six percent (6%) of the wages upon which the Unit employee's retirement contributions are computed.

c) City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PARS.

d) Employees hired on or after January 1, 2013, who are 'new members' as defined in the Public Employee Pension Reform Act ('PEPRA'; Government Code section 7522 et seq.), including 'classic' employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

3. Definition of Base Wages

Base wages shall mean the hourly rate of pay earned by an Unit employee within a salary range assigned by City to the classification occupied by the employee. Base wages does not include longevity pay, educational incentive award, overtime pay, standby pay, bilingual pay, cafeteria plan monies or other additional payments earned by an employee pursuant to this MOU.

ARTICLE 7

SALARY PLAN

1. Original Appointment of Unit Employee

City agrees that the beginning base wages of an employee upon original appointment to a classification within the Unit shall be no less than the minimum designated base wages for that classification.

2. Promotions

a) In the event a Unit employee is promoted from one classification to another, the beginning base wage shall be at least five (5) percent greater in amount than the employee's current base wage. However, the new base wage shall in no event be greater in amount than the maximum base wage of the higher classification to which the employee is promoted, regardless of percentage of increase.

b) Unit employees entering the following professional classification series after July 1, 1986, will not be eligible for flexible staffing:

1) Accountant (Junior, I, II)
2) Civil Engineer (Junior, Assistant, Civil)
3) Crime Analyst (I, II)
4) Housing Accountant (I, II)
5) Librarian (I, II)
6) Planner (Junior, Assistant, Associate)
7) Traffic Design Engineer (Junior, Assistant, Traffic Design)

c) The City shall endeavor to fill posted positions that fall within the bargaining unit covered by SEIU Local 721, which are included in the City's current classification plan, as long as the applicants meet all the minimum qualifications for the position and meet and/or pass whatever testing may be given to fulfill requirements for the postion, in the following order:

1) Regular full-time employees;
2) Regular part-time employees;
3) Limited Benefited employees.

3. Payroll Period - Biweekly

Unit employees shall accrue sick leave and vacation leave and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized representatives of City departments not later than the Friday following the end of each biweekly pay period. However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the end of the prior workday.

4. Pay on Separation from Service

When a Unit employee is separated from service, all wages and benefits then due such person from City service, that are under City's control, shall be paid within ten (10) working days of such separation subject to the person completing the checkout process.

5. Effective January 1, 2014, the attached document entitled "SEIU Step Matrix" shall be adopted and shall be part of this MOU.

On January 1, 2014, the hourly rate of each member of the bargaining unit shall be changed to the step closest to that member's current hourly rate for his or her pay grade, with the understanding that no employee subject to this MOU shall experience a reduction in hourly rate as a result of this provision.

Beginning July 1, 2014, each employee subject to this MOU shall, on the employee's next City date of in-class anniversary, have the employee's hourly rate increased to the next

highest step in the employee's pay grade. To be eligible for a step increase the employee's then most recent performance evaluation must reflect an overall assessment of "meets job requirements" or better. No step increase shall be given to any employee whose most recent performance evaluation rating was "unsatisfactory" or "needs instruction & development."

ARTICLE 8

LONGEVITY PAY

Unit 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. 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. 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.

ARTICLE 9

OVERTIME COMPENSATION

1. Entitlement to Compensation

When a Unit employee is assigned and works beyond forty (40) hours per designated one hundred sixty-eight (168) consecutive hours work period, the employee is entitled to overtime compensation.

2. Leave as Time Worked for Overtime Compensation

Duly authorized paid holiday leave, vacation leave and sick leave shall be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation. All other duly authorized paid leave time shall not be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation.

3. Authorization of Overtime Work

A Unit employee shall be compensated for overtime work only if assigned to such work by an authorized representative of City. The offer to work overtime shall first be made to regular full time Unit employees.

4. Regular and Overtime Compensation

a) A Unit employee's regular rate of pay shall include base wages, longevity pay, educational incentive award, bilingual pay, shift differential pay and standby pay.

b) A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest tenth of an hour.

c) Unit library employees who work on Sunday shall receive pay at one and one-quarter (1.25) times the regular rate of pay for all hours actually worked on Sunday unless otherwise entitled to the higher rate of pay per Section 4(b) above.

d) In lieu of cash payment for overtime hours worked, a Unit employee may request to accrue compensatory time-off credits at the rate of one and one-half (1.50) hours, credit for each overtime hour worked, up to a maximum accumulation of one hundred (100) hours, subject to the approval of the City Manager or designee. The request for compensatory time-off credits must be made at the time the overtime is worked.

e) Use of compensatory time-off credits in excess of forty hours (40) is subject to being scheduled by the employee's Division Manager with a seven (7) calendar day advance notice to the employee by the Division Manager.

f) City shall cash out all compensatory time-off credits of an employee over forty (40) during the last pay period in the City fiscal year. Unit employees may request that the forty-hour limit for compensatory time-off credits be increased up to a maximum of one hundred 100 (100) hours. Employee requests to exceed the forty-hour (40) limitation shall be subject to the approval of the City Manager.

g) Employee use of compensatory time-off credits shall be subject to approval and scheduling by the Division Manager.

h) If a staff or City meeting that a Unit employee is expected to attend is scheduled for a time other than during the Unit employee's regular work schedule, the Unit employee shall, with the Unit supervisor's permission, work the time between the end of the regular work schedule and the City meeting and receive overtime, compensatory time off, or an adjustment to the Unit employee's regular work schedule on the following workday.

ARTICLE 10

STANDBY PAY

When a regular full-time Unit employee is ordered to remain at home to be available for immediate emergency call back to work at times that the employee is not otherwise scheduled to be nor is on duty, the employee shall be compensated for such standby hours that he/she remained at home at sixty-six (.66) cents per hour. Notwithstanding anything else to the contrary, an employee on standby status on a holiday designated in Article 29 of this MOU shall be paid at the employee's regular rate of pay during his/her normal shift hours for being "on duty" plus eight (8) additional hours added to his/her vacation leave. In addition, the employee shall receive an additional one-half (.5) times regular pay for all hours called back to work on the holiday if assigned to standby duty.

ARTICLE 11

CALL-BACK PAY

A Unit employee called back to work after leaving work from a shift or called back to work while on standby status shall be entitled to a minimum of two (2) hours of overtime compensation. During these times the employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 10.

ARTICLE 12

COMPENSATION FOR NIGHT WORK

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent (5%) increase in base wages for the entire shift worked.

ARTICLE 13

BILINGUAL PAY

1. Rate of Bilingual Pay

A regular, full-time Unit 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. Bilingual pay shall also be applicable to Limited Benefit Employees (LBE) working forty (40) hours per work week.

2. Conditions for Receipt

Bilingual pay shall be paid subject to the employee satisfying the following conditions:

a) The employee's position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:

1) 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

2) 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.

3) 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.

ARTICLE 14

OUT-OF-CLASS PAY

1. Conditions for Receipt

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than the employee currently serves in shall be compensated at the higher base wages in accordance with the following terms and conditions:

a) To be eligible for higher base wages, the Unit employee must first serve in the higher classification for more than forty (40) consecutive hours.

b) Temporary assignments to higher classifications shall be recorded only in full shift units. No out-of-class pay shall be given for out-of-class work of less than an eight-hour shift.

c) The Unit employee must be assigned to assume the majority of duties and responsibilities of the higher classification.

d) The employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

2. Conditions for Non-Authorization

Out-of-class pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a Division Manager, without the direction which the Division Manager would provide on a longer term basis.

3. Amount of Out-of-Class Pay

A Unit employee satisfying these terms and conditions shall be compensated at the minimum base wages established for the higher classification for each completed work shift served in the higher classification after serving in the classification for more than forty (40) consecutive hours, or five percent (5) above the employee's base wages, whichever is greater. However, in no event shall the employee receive an amount greater than the base wages for the maximum step for the higher classification.

ARTICLE 15

DEFERRED COMPENSATION

Unit employees shall continue to have the right to participate in a deferred compensation program so long as such program is offered by City.

ARTICLE 16

TUITION REIMBURSEMENT

1. Amount of Reimbursement/Conditions

City shall pay up to one hundred percent (100%) of the costs of tuition, registration fees, laboratory fees, and books to a maximum of one thousand ($1000) dollars per employee per City fiscal year for work-related courses presented by accredited academic institutions, subject to the following conditions:

a) Only full-time Unit employees shall be eligible for reimbursement.

b) Courses that qualify for this reimbursement are those that directly relate to the employee's duties with City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher. Certificate and vocational courses shall be reimbursable under this section.

c) Courses that do not qualify for this benefit are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the employee has already received, and those for which the employee received reimbursement from any other source.

d) There shall be no obligation for City to reschedule the work hours of any employee to facilitate attendance at any course of study.

e) To receive reimbursement, the Unit employee must file a claim, with the Human Resources Department, within thirty (30) days of receipt of a passing grade as described in subsections (a) and (b) above. City shall reimburse the Unit employee within forty-five (45) days of the submission of the approved claim.

f) Any non-reimbursed portion of a Unit employee's tuition and fees reimbursement may be carried over, by the employee, to the following fiscal year to be used to reimburse any non-reimbursed portion of the tuition and fees expense incurred by the Unit employee.

2. Limits on City's Obligations

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to an employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

ARTICLE 17

PERSONAL PROPERTY REIMBURSEMENT

1. Conditions for Reimbursement

Through no fault of their own, when employees have an item of personal property damaged or stolen while in the performance of City Unit, and when that item is necessarily worn, carried or required as part of the job, the employee may submit a claim for reimbursement to the Human Resources Director. Such claim must be filed within five (5) working days after the loss occurred.

2. Amount of Claim

The minimum claim shall be for ten dollars ($10) per loss. Claims of under ten dollars ($10) shall not be paid. The maximum amount City shall pay any employee is two hundred fifty ($250) dollars in one calendar year.

3. Level of Reimbursement

a) Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the employee receives.

b) The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the employee receives. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar ($10) minimum claim limit and the annual maximum payment of two hundred fifty ($250) dollars.

c) Stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to the annual maximum of two hundred fifty ($250) dollars. An employee shall be reimbursed for such stolen or damaged watches subject to a ten dollar ($10) deductible.

4. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, and tools and uniform items covered by a City allowance, will not be reimbursable.

ARTICLE 18

EDUCATIONAL INCENTIVE AWARD

1. Requirements

Unit employees shall be eligible to receive an educational incentive award, in addition to base wages, for educational attainments not specifically required by the Unit employee's classification pursuant to the official class specifications maintained by the Human Resources Department: The educational incentive award shall be related to the attainment of the following degrees:

a) Associates in Arts/Science Degree - two and one-half percent (2.5%)
b) Bachelor's Degree - three percent (3%)
c) Graduate Degree - three and one-half percent (3.5%)

2. Limitations

Unit employees eligible for an educational incentive award shall be entitled to receive only one level of educational incentive award for the highest degree attained. Incentive awards shall be granted pursuant to this article only after submission by the employee of appropriate documentation to the Human Resources Department. Unit Employees who are receiving educational incentive awards under the City's award program as of July 3, 2004, shall not receive a lesser percentage award under this program than the employee received under the previous program.

ARTICLE 19

MILEAGE COMPENSATION

1. Reimbursement Required

When Unit 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, City shall compensate the employee as provided herein.

2. Claim Procedure

Unit employees shall make claims for mileage compensation in accordance with a periodic schedule specified by City. The employee shall submit the claim to the Division Manager on the designated City form, duly completed and signed by the employee.

3. Insurance for Regular Users

Unit employees who are regular users of personal vehicles shall be compensated at the rate of one and one-half cents per mile above the mileage rate authorized by the Internal

Revenue Code, and shall have in effect and have submitted to City a copy of a certificate of automobile insurance confirming that the insurance policy provides no less than one hundred thousand dollars ($100,000) public liability/property damage coverage, and that the policy names City as an additional insured. Regular users of personal vehicles means Unit employees who are required by City, in the performance of their duties, to drive their personal vehicles on a regular, continuing and usual basis, and in fact so use their vehicle.

4. Reimbursement for Other than Regular Users

Unit employees who are not regular users of personal vehicles but otherwise qualify under Section 1, and otherwise meet the provisions of this Article, shall be compensated at the mileage rate authorized by the Internal Revenue Code.

ARTICLE 20

UNIFORM ALLOWANCE

City shall provide uniforms, or portions of uniform costs, or uniform service, to each employee required by City to be "uniformed". Employees designated as uniformed are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by the employee.

ARTICLE 21

INSURANCE

1. Health Insurance

The City shall, as required by State law, contribute to payment of the cost of a Unit employee's health insurance provided by the Public Employees Retirement System.

The City agrees to offer 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 as full-time under the Look Back Measurement Method Safe Harbor, as adopted by Resolution and implemented under the City's implementation plan.

The parties agree to meet during the term of this MOU to discuss the possibility of the Ventura County Health Care Plan becoming another option for bargaining unit employees for health care services. The parties understand that a precondition of making this additional option available is permission granted by the Public Employees Retirement System in allowing this option without violating the Public Employees Medical and Hospital Care Act (PEMHCA).

2. Life Insurance

City shall continue to pay one hundred percent (100%) of the current premium for employee-only coverage under the existing level of benefits for life insurance.

3. Long-Term Disability Insurance

City agrees to maintain an SEIU Local 721 administered long-term disability (LTD) insurance plan for Unit employees. Effective November 10, 2000, City shall pay the cost of the LTD plan subject to a maximum cost of .35% of Unit employee's base wages. If the cost exceeds .35% of Unit employee's base wages, City and SEIU Local 721 shall meet to develop a fair method to distribute the additional cost to Unit employee's Cafeteria Plan monies. SEIU Local 721 shall hold City harmless on any issues related to the LTD insurance plan.

4. Dental Cafeteria

City shall contribute the sum of thirty-four dollars and twenty-five cents ($34.25) biweekly to the Unit employee's dental insurance program for dental programs provided by the City.

5. Cafeteria Plan

During the term of this MOU the City shall contribute $719.36 per month per bargaining unit employee towards the employee's Cafeteria Plan allocation.

6. Limited Benefit Employees (LBEs)

LBEs working less than, on average annually, thirty (30) hours per week, shall be eligible to purchase health insurance offered by the City through the City at no cost to the City and without any City obligation to cover any costs incurred by the LBE. Further, the City has no obligation to intervene on behalf of the LBE regarding any problems or issues the LBE may have with the insurer.

ARTICLE 22

VACATION LEAVE

1. Accrual

Full-time Unit employees shall earn vacation leave for each biweekly pay period of service or major fraction thereof, as set forth in the following table:

Years of Service	Vacation Credit for Full-Time Service Hours Per Biweekly Period	No. of Hours of Vacation Earned for 26 Pay Periods
Less than 5	4.39	114.14
5 but less than 6	5.00	130.00
6 but less than 7	5.31	138.01
7 but less than 8	5.62	146.02
8 but less than 9	5.92	154.00
9 but less than 10	6.23	162.01
10 but less than 11	6.54	170.01
11 but less than 12	6.85	178.00
12 but less than 13	7.15	186.00
13 but less than 14	7.46	194.02
14 but less than 15	7.77	201.99
15 or more	8.08	210.00

2. Scheduling

Accrued vacation leave may be taken at one time, or may be taken several days at a time. The vacation leave is to be scheduled between the Unit employee and the Division Manager in such a manner that the employee's absence will not impair division operations.

3. Carrying Forward

Ordinarily, vacation leave shall be taken as earned or within the calendar year following the year that vacation leave is accrued. However, vacation leave may be carried forward to the following calendar year in accordance with the following provisions:

a) The maximum amount of vacation leave an employee may carry forward as of the last complete pay period in the calendar year shall not exceed twice the number of hours of vacation leave that the employee currently earns in twenty-six (26) biweekly pay periods.

b) The City Manager may waive the maximum amount of vacation leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

4. Additional Vacation Leave in Lieu of Sick Leave

At the end of the last complete pay period of each calendar year, one-half of any of that calendar year's accrued but unused sick leave in excess of the six hundred (600) hour authorized maximum sick leave accumulation may be converted by the employee in accordance with Article 23, Section 3, to vacation leave, effective the first pay period of the next calendar year.

5. Redemption

After five (5) regular full-time years of service, an employee may receive pay in lieu of up to forty (40) hours of vacation leave once during each calendar year. After ten (10) regular full-time years of service, an employee may receive pay in lieu of up to eighty (80) hours of vacation leave once during each calendar year. After fifteen (15) regular full-time years of service, an employee may receive pay in lieu of up to one hundred (100) hours of vacation leave once during each calendar year. All requests hereunder must be made by the employee in writing on a City form, and submitted to the General Accounting Division (payroll) during the month of July or the month of December.

6. Severance Pay

Any employee who leaves the service of City shall be paid for accrued vacation leave to which the employee is otherwise entitled at his/her then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

7. Injury or Sickness During Vacation Leave

When an employee is injured or becomes sick while on authorized vacation leave and is committed to a hospital or confined to a bed by a physician, the employee may exchange sick leave on an equal time basis for vacation leave in accordance with the following provisions:

a) Upon such injury or sickness, or as soon thereafter as is reasonably practical, the employee must notify the Division Manager of the injury or sickness.

b) The employee must, upon return to work, provide to City a declaration from the attending medical provider confirming the injury or sickness that must include a notation as to the number of days that the employee would have been unable to work.

c) If the employee's injury or sickness continues, or is expected to continue, beyond the currently approved vacation leave, the employee shall notify the Division Manager as soon as he/she has knowledge of the need for sick leave beyond the end of the vacation leave. In any event, the employee shall notify the Division Manager no later than the start of the shift on the day the employee is scheduled to return to work from the vacation leave.

ARTICLE 23

SICK LEAVE

1. Accrual

Full-time Unit employees earn three and seven-tenths (3.7) hours of sick leave for each biweekly pay period of service or major fraction thereof.

2. Maximum Limit

An employee may accumulate sick leave without maximum limit but in no event shall City have any liability for cash-out or conversion of hours in excess of six hundred (600) except as otherwise provided below.

3. Conversion to Vacation Leave

During the last full pay period of December, each Unit employee may elect to convert to vacation leave any unused sick leave earned during the preceding twenty-six pay periods which exceed the six hundred (600) hour maximum. City shall convert the employee's sick leave to vacation leave by dividing the sick leave to be converted by two and crediting the sum as vacation leave. If an employee does not exercise this conversion option, he/she shall retain those hours in excess of six hundred (600) for the sole purpose of utilization while sick or injured and shall not be eligible for any further cash-out or conversion with respect to such hours.

4. Notification to Division Manager

a) If a Unit employee is absent because of injury or sickness, he/she is required to notify the Division Manager of such injury or sickness at least thirty (30) minutes before the shift begins, or within one-half hour after the start of the shift if there is not a scheduled employee designated to take the call before the start of the shift.

b) Sick leave requests for absence beyond three (3) days may require documentation by a licensed physician or other means of verification acceptable to certify the appropriateness of leave.

c) When absences are properly scheduled with the Division Manager, leaves of absence for necessary dental, optical, or other medical attention shall be considered as sick leave.

5. Pregnancy

The benefits of this Article apply to disability caused by pregnancy.

6. Penalty for Abuse

Sick leave is a Unit employee's privilege and not an absolute right. Violations of sick leave privilege will result in disciplinary action including loss of pay. An employee may be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

a) The employee exceeds 96.2 hours of absence, for any reason, during one (1) fiscal year;

b) There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; or

c) The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

7. Payment Upon Separation from Service

City will redeem fifty percent (50%) of accumulated, unused or unredeemed sick leave, not to exceed six hundred (600) hours, upon death, retirement or separation from service to those employees with a minimum of five (5) years regular full-time service. Redemption of these sick leave hours will be paid at the employee's then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

8. Light Duty

City and SEIU Local 721 agree to implement a light-duty program. Specific guidelines for light duty shall be included in City of Oxnard Administrative Manual.

9. State Disability Insurance

Employees who are totally temporarily disabled (TTD) from working due to non-job related health conditions and are eligible for State Disability Insurance (SDI) benefits may draw down on their bank of accrued unused vacation leave to the extent necessary so that the total of their SDI benefit and their vacation leave payment equals, but does not exceed, their regular gross salary. This apportionment may continue only while the employee is TTD and until the employee's vacation leave accrual is exhausted.

ARTICLE 24

LEAVE OF ABSENCE WITHOUT PAY

City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent employee to his/her former position upon the employee's return to work.

ARTICLE 25

BEREAVEMENT LEAVE

1. Conditions

The Division 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. 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, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), domestic partner, and any blood relative(s) living in the immediate household.

2. Notice to Division Manager

The employee immediately on return from bereavement leave shall furnish to the Division 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.

ARTICLE 26

JURY/WITNESS DUTY

1. Conditions

If an Unit employee is called for jury duty or is subpoenaed as a witness in litigation in which he/she is not a party, he/she shall be granted a leave of absence with pay provided that:

a) The Division Manager has been notified by the employee of the jury duty summons or witness subpoena.

b) The Division Manager could not obtain an excuse for the employee from serving on the jury or as a witness, in those instances where the employee could not be conveniently spared from his/her City duties at the time.

c) 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.

2. Amount Limited

The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

ARTICLE 27

MILITARY LEAVE

Unit employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code.

City agrees to comply with the California Military and Veterans Code provisions, the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Oxnard City Council resolutions and policies applicable to City employees who are members of the Armed Forces of the United States.

ARTICLE 28

INDUSTRIAL DISABILITY COMPENSATION

1. Entitlement

An employee incapacitated for work because of an injury or sickness arising out of and suffered in the course of City employment is entitled to City industrial disability compensation as provided herein.

2. Amount

During the period that any Unit employee is temporarily disabled, the employee shall receive City industrial disability compensation equal to seventy-five (75%) percent of his/her base wages plus any longevity pay, educational incentive award, and bilingual pay for the period of his/her temporary disability, but not to exceed a total period of twenty-six (26) weeks for any one injury or sickness nor twenty-six (26) weeks per twelve (12) consecutive months for all injuries or sickness.

3. Condition of Eligibility

As a condition of receiving such industrial disability compensation, the employee shall assign to City all temporary disability payments for industrial disability compensation or rehabilitation. An employee who is temporarily disabled shall not be considered to be in a City service status for the purpose of accruing paid leave benefits.

4. Cessation of Benefits

Industrial disability compensation shall cease when the City Manager determines on the basis of medical evidence that the employee is no longer temporarily disabled. The employee shall have the right to submit written medical evidence secured by the employee to the City Manager for the City Manager's consideration before the City Manager makes such determination; so long as such submission is made by the employee on a timely basis as determined by the City Manager. City assumes no expense or liability in connection with such voluntary submission by an employee. The City Manager's determination shall be adjusted to conform to any decision of the Workers Compensation Appeals Board as to when the injury becomes permanent and stationary.

5. Conversion of Other Leave

If an employee is temporarily disabled and unable to return to work on account of such temporary disability after the maximum period provided for in Section 2 above, the employee may elect to convert accumulated sick leave, accumulated vacation leave, or both, into supplementary industrial disability compensation. The amount of leave that may be converted is that amount which will provide supplementary disability indemnity benefits to afford a combined total amount equal to the employee's base wages plus any longevity pay, educational incentive award, and bilingual pay during the period of temporary disability.

6. Report of Injury or Sickness

In the event of an injury or sickness occurring at work, a report of the injury or sickness must be made by the employee to his/her Division Manager without delay. Report of an injury or sickness is mandatory for eligibility to receive benefits provided in this section. When the employee returns to work, a copy of a medical provider's release must be submitted to the Division Manager.

ARTICLE 29

HOLIDAY LEAVE

1. Designation of Holidays

a) City shall observe the following holidays:

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
Memorial Day (the last Monday in May)
Independence Day (July 4th)
Labor Day (the first Monday in September)
Veterans' Day (November 11th)

Thanksgiving Day (by Presidential proclamation, usually the fourth Thursday in November)
Christmas Eve Day or New Year's Eve Day
Christmas Day (December 25th)

b) Unit employees shall receive either Christmas Eve Day or New Year's Eve Day as a City observed holiday as scheduled and approved by the Unit employee's Division Manager.

2. Supplementation of Holiday Leave

Unit employees shall be credited with holiday leave hours for all City observed holidays based upon the assigned customary daily work schedule of the Unit employee sufficient to compensate the Unit employee for all hours regularly worked by such employee.

3. Thanksgiving Holiday Leave

a) City will be administratively closed on the day after Thanksgiving Day. If the day after Thanksgiving Day is not a closed Friday on City's work schedule, City will adjust its work schedule to be open on the Friday immediately preceding Thanksgiving Day and will be closed on the Friday after Thanksgiving Day. City will return to the regular work schedule on the following Friday.

b) A change in an employee's work schedule pursuant to this section will not result in any overtime compensation obligations for City.

4. Holidays on Weekends

a) City-observed holidays which fall on Sunday shall be observed on the following Monday. City-observed holidays which fall on a Saturday shall be observed on the preceding Friday.

b) Employees who are in paid status on the day that a holiday occurs shall be granted time off, or compensatory time-off, or overtime compensation as appropriate.

ARTICLE 30

PART-TIME EMPLOYEES

Part-time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one-half (.5) or three-quarters (.75), based on such proportion of full-time service as is specified by City for the part-time position. However, part-time Unit employees are not entitled to any benefits under Article 8, Longevity Pay, Article 12, Bilingual Pay; and Article 18, Educational Incentive Award Program. Under Article 7, Section 2, Adjustment in Rate of Base Wage, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full-time employees.

Part-time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 21, Section 5, less the amount previously provided for dental insurance ($34.25 biweekly). In addition, part-time Unit employees shall not be eligible for any benefits under Article 21, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).

ARTICLE 31

HOURS OF WORK

The work schedule for regular unit employees shall consist of eighty (80) hours during a fourteen (14) day pre-established pay period. The City shall provide no less than ten (10) calendar days' notice of any change(s) in shift, except in those situations where there are operational emergencies or situations that are imperative to the running of the division/department. In such cases, SEIU, Local 721, shall be given notice of any such change(s) within ten (10) calendar days.

ARTICLE 32

TRANSFER

1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, an employee may be transferred for the purpose of facilitating a more satisfactory level of performance by the employee. Upon approval of the City Manager, and after notice to the affected employee, an employee may be transferred at any time.

2. Probationary Period After Transfer

If a transfer is effected at the request of an employee, the City Manager may, as a condition of approving the transfer, require that the employee serve a probationary period in the new position, unless the employee previously held permanent status in the position transferred to. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months. Where pay rates are the same but duties may vary or require other knowledge and/or experience, the supervisor and transferring employee shall agree to a probationary period that may be extended up to twelve months after a review occurring before six months after the transfer.

ARTICLE 33

RESIGNATION

1. Advance Notice

An employee may resign from City service at any time. An employee resigning from City service, however, shall give a minimum of two (2) weeks notice to his/her Division Manager in order to enable City to make proper provisions for filling his/her position. If the employee fails to provide at least two (2) weeks notice, the City may enter a notation of that fact in the employee's personnel file.

2. Forfeiture of Privileges

Upon resignation, the employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

Any employee who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation. The 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.

ARTICLE 34

REDUCTION IN FORCE

1. Definitions

a) For purposes of this Article, "City Length of Service" is defined as the employee's total continuous service in regular City employment.

b) For purposes of this Article, Displacement Rights is defined as those rights accruing to regular employees only. These rights, commonly referred to as bumping rights, allow a laid off employee to displace another employee currently occupying a position in a classification previously held by the laid off employee in the manner specified under the section entitled Displacement Rights and contained in this Article.

2. Alternatives to Reduction in Force

The City Manager may, after consultation with SEIU Local 721 as required by law, consider alternative actions in order to minimize reductions in force.

3. Suspension of Vacation Redemption/Wage Increases

The City Manager may suspend Article 22, Section 5 Vacation Redemption for a period of time not to exceed fifty-two (52) pay periods. In addition, the City may defer any negotiated wage increases for a period of time not to exceed fifty-two (52) pay periods.

4. Procedure for Reduction in Force

The City Manager will identify those classifications within departments to be reduced which will minimize the impact on the continued effectiveness of that department and will meet the necessary reduction in force requirements as determined by the City Manager.

5. Notification

a) All Unit employees to be laid off will be given written notice by the City Manager of the effective layoff date no less than thirty (30) calendar days before the effective date of the layoff. Such notice will be hand delivered or sent by certified mail.

b) The written notice shall inform the employee of his/her displacement rights and reinstatement or reemployment rights.

6. Order of Layoff

Once the classifications to be reduced have been identified, the City Manager or designee shall determine the employee(s) in the identified classification(s) to be laid off in the following order: Flex-staffed classifications shall be considered as one classification for the purpose of reduction in force.

a) Employees who are temporary.

b) Employees in limited-term positions in reverse order of their City Length of Service.

c) Employees serving an initial probationary period with the least continuous City Length of Service.

d) Employees who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty (40) hours, or a demotion.

e) An employee who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff has had his/her step increase withheld for reasons of unsatisfactory job performance.

f) Employees serving a promotional probationary period with the least continuous City Length of Service.

g) Employees with the least continuous City Length of Service.

h) If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly determined by the City Manager.

7. Displacement Rights

Regular Unit employees who are designated to be laid off and have previously held regular status in another classification may displace employees occupying positions in the previously held classification provided that the employee exercising the displacement privilege has greater continuous City Length of Service than the employee currently in the classification to which the employee is seeking a position. If the employee did not complete a probationary period in the previously held classification, then no displacement rights accrue to that employee for that classification. Conditions which affect displacement rights are as follows:

a) A Unit employee's displacement rights shall be calculated to each previously held classification in reverse of the order in which the employee was employed until a displacement right is determined or the City Manager determines that no displacement right exists. An employee does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.

b) The employee exercising the displacement right will displace employees in previously held classifications in the same order as specified in Section 6. However, an employee identified to be laid off as a result of Section 6d or 6e criteria and who exercises displacement rights shall not have Section 6d or 6e criteria applied to them for the same offense in a subsequent reduction in force involving a new classification.

c) A Unit employee must exercise his/her displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City Manager. If the displacement right is not exercised within the specified time period, the right is automatically forfeited.

8. Demotion

a) Upon request of a Unit employee, and with the approval of the City Manager, an employee who has not held regular status in a classification may be allowed to demote to a vacant authorized position in the same department if he/she meets all the requirements of the classification as determined by the City Manager.

b) All Unit employees who are demoted will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the employee occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the employee's base wage prior to demotion.

c) Any employee subject to a demotion who has not previously completed the probationary period in the classification to which the employee is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

9. Transfer

a) The City Manager may transfer a Unit employee to a vacant authorized classification if the employee is qualified and technically capable of performing the duties as determined by the City Manager.

b) A Unit employee who is transferred will be paid base wages equal to the employee's base wages prior to transfer. Any such employee who does not accept a transfer within five working days after notice of transfer is given will have automatically forfeited his/her ability to transfer to that classification.

c) Any Unit employee subject to a transfer who has not previously completed the probationary period in the classification to which the employee is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

10. Reinstatement of Employees Demoted As a Result of a Reduction in Force

A Unit employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification series shall be first offered to employees on this reinstatement list.

11. Reemployment of Employees Laid Off as a Result of a Reduction in Force

A Unit employee who is laid off and who held regular Unit employee status at the time of layoff shall have his/her name placed on a reemployment list for classifications in which the employee previously held regular status 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.

12. Duration of Reinstatement and Reemployment Lists

The Unit employee's name shall remain on the reinstatement list and reemployment list for a period of two years from the date of demotion or layoff. An employee not responding to written notification of an opening within nine working days shall have his/her name removed from either the reemployment list or reinstatement list.

13. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:

a) Prior sick leave accruals unless previously compensated for sick leave accruals in accordance with Article 23, Section 7.

b) Seniority at time of layoff for purposes of determining step increases, vacation leave accrual and future layoff priority.

c) 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.

d) City desires to have contained in the reduction in force procedure a consideration of an employee's performance as a criteria in determining the order of layoffs. Therefore, upon the request of City, SEIU Local 721 agrees to meet and confer with City staff in good faith to negotiate the inclusion of the employee's performance as a criteria in the reduction in force policy. The fact that such negotiations may occur during the period in which a memorandum of understanding between any of the parties is in effect shall not affect the parties obligation to meet and confer.

14. No Credit for Earlier Service in Classification

Under any circumstances, an Unit employee subject to a demotion or transfer who has not previously completed the probationary period in the classification to which the employee is demoted or transferred shall serve the applicable probationary period for the classification to which the employee is demoted or transferred without credit for the earlier service in the employee's prior classification.

ARTICLE 35

STRIKES OR LOCKOUTS

1. No Strike Commitment

SEIU Local 721 agrees that City services directed by City shall be maintained unimpaired. SEIU Local 721 shall not cause, condone, counsel or permit its members, or Unit employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the customary functions and procedures of City's operations.

2. Notification of Breach

Should any Unit employees represented by SEIU Local 721, breach this obligation, the City Manager shall immediately notify SEIU Local 721 that a prohibited action is in progress.

3. Return to Work Order

SEIU Local 721 shall forthwith in good faith, through its executive officers and other authorized representatives, disavow the strike or other prohibited action, shall order its members orally and in writing to immediately return to work and/or cease the prohibited activity, and provide the City Manager with a copy of its order, with a declaration as to service on such employees; or, alternatively, accept the full responsibility for the strike or other prohibited activity.

4. Actions Against Employees/Remedies

The City Manager reserves the right to take actions against Unit employees who violate this Article. Such actions may include discipline up to and including discharge, loss of all wages and benefits, including seniority, during the period of such prohibited activity, and any other available administrative and legal actions. Should SEIU Local 721 breach its obligations, or any of them under this Article, SEIU Local 721 agrees that City Manager may invoke all legal and administrative remedies available.

5. No Lockouts

City agrees not to lockout Unit employees.

ARTICLE 36

OTHER-THAN-CITY EMPLOYMENT

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by Unit employees, particularly where there exists a potential that such employment would impair an employee's ability to perform his/her City duties.

2. Prohibiting Conditions

Unit employees are prohibited from holding employment or occupations other than City service when the following conditions may result therefrom:

a) The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or

b) The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. Authorization

A written request on the designated City form duly completed must be provided by the employee to the Department Director for approval of any other-than-City employment. Such employment may not be undertaken without prior written approval of the Department Director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A Department Director may order an employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

ARTICLE 37

GRIEVANCE PROCEDURE

1. Definition of Grievance

a) A "Grievance" is an allegation by a Unit employee claiming that he/she has been adversely affected by a violation of the specific express terms of this MOU, or such of the Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, State or local law.

b) A grievance is also a claim by a Unit employee that a letter of reprimand was issued to him/her by City without legitimate cause.

2. Informal Resolution

a) The responsibility of a Unit employee with a bona fide grievance concerning terms and conditions of employment is to inform and discuss the grievance with the Division Manager or his/her designee within twenty-one (21) business days from the date of the action causing the complaint or from the date the incident is first discovered, in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

b) If such informal discussion does not resolve the grievance to the Unit employee's satisfaction, the employee may file a formal grievance in accordance with the procedure set forth in this section.

3. Procedure

a) The Unit employee shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by City or SEIU Local 721, and shall submit it to his/her Division Manager within ten (10) business days of receipt of the answer from the Division Manager in the formal resolution procedure. The Division Manager shall further consider and discuss the grievance with the employee and the employee's designated representative as he/she deems appropriate, and shall, within ten (10) business days of having received the written grievance, submit his/her response thereto in writing to the employee.

b) If the written response of the Division Manager does not result in a resolution of the grievance, the employee may appeal the grievance by signing and completing the City grievance form and presenting it to his/her Department Director within ten (10) business days of the employee's receipt of the Division Manager's response. The Department Director may investigate the grievance and may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate to consider the grievance. Within ten (10) business days of the meeting, the Department Director shall submit his/her response to the grievance to the employee and the employee's representative.

c) If the response by the Department Director does not result in resolution of the grievance, the employee may appeal the grievance by signing and completing the City or SEIU Local 721 form and presenting it to a designated representative of the City Manager's Office within ten (10) business days of the employee's receipt of the Department Director's response. The City Manager or designated representative may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate, to consider the grievance. Within twenty-one (21) business days of receipt of the grievance form, the City Manager or designated representative shall conduct the review and submit his/her response to the employee and the employee's representative.

d) If the response of the City Manager does not result in resolution of the grievance and if the grievance was not related to an appeal of a letter of reprimand:

1) The employee and SEIU Local 721 may jointly appeal the grievance to advisory arbitration by signing and completing the City or SEIU form and presenting it to the City Manager within ten (10) business days of the employee's receipt of the City Manager's response.

2) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

3) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

e) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.

f) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

g) The arbitrator shall be bound by federal, State and local law.

h) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to twenty-one (21) days before the grievance was timely filed.

i) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.

j) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

k) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

4. Time Limits

Failure of City representatives to comply with time limits specified in Section 3 shall entitle the employee to appeal to the next level of review; and failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance of expiration of the established time limit.

ARTICLE 38

DISCIPLINARY ACTION PROCEDURE

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular non-probationary Unit employees taken for punitive reasons.

2. Opportunity to Respond and Appeal

An employee, within ten (10) calendar days of receipt of an intent to impose disciplinary action to be taken against him/her, shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

3. Advisory Arbitration

a) The employee, within ten (10) calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

c) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.

2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

3) The arbitrator shall be bound by federal, State and local law.

4) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten days before the grievance was timely filed.

5) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.

6) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the disciplinary action and submit it in writing to the employee and his/her designated representative.

7) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

ARTICLE 39

TERM OF MEMORANDUM OF UNDERSTANDING

1. Term

This MOU shall be effective January 1, 2013 and shall remain in full force and effect through June 30, 2018.

2. Supersession of Other Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City staff and representatives of SEIU Local 721, and is intended to supersede all prior memorandums of understanding, or contrary provisions of Personnel Rules and Regulations.

3. Correction of Errors

SEIU Local 721 and the City staff shall review the contents of this MOU for the express purpose of ascertaining whether any terms, articles, sections or items that the City staff and representatives of SEIU Local 721 had agreed be included in this MOU were inadvertently omitted. If, following this review, the City staff and representatives of SEIU Local 721 agree that any terms, articles, sections, or items have been erroneously omitted, then the City staff shall recommend to the City Council and SEIU Local 721 shall recommend to its members that this MOU be modified or revised to include such terms, articles, sections, or items.

4. Revisions to Personnel Rules and Regulations

If City proposes revisions to its Personnel Rules and Regulations, with respect to any such proposed revisions that fall within the required scope of meeting and conferring, City shall promptly, upon the request of SEIU Local 721, meet and confer on such subjects.

5. No Meet and Confer Requirement

Except as expressly provided in this MOU, City or SEIU Local 721 shall not be required to meet and confer during its term. Nothing in this MOU shall release the City from the meet and confer process required by State law on issues not addressed in the MOU.

6. Complete Agreement

This MOU constitutes the total and entire agreement between City staff and representatives of SEIU Local 721 and no verbal statement shall supersede any of the MOU's provisions.

7. Successor Memorandum of Understanding

During the period between March 1, 2018 and March 21, 2018, SEIU, Local 721 will notify the City, in writing, of its desire to negotiate a successor memorandum of understanding.

On or about April 2, 2018, the City Manager shall contact SEIU, Local 721, in writing, to schedule negotiations meetings for the successor memorandum of understanding. Both parties agree 'writing' includes email communications. City staff and representatives of SEIU Local 721 shall then meet and confer concerning those modifications, additions or deletions proposed by the parties as are within the statutory scope of meeting and conferring in accordance with State law and the Oxnard City Code.

ARTICLE 40

LABOR/MANAGEMENT COMMITTEE

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern. Meetings shall be held periodically at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

ARTICLE 41

SAVINGS CLAUSE

In the event that the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, City staff and representatives of SEIU Local 721 shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

-XXX-

Dated this _____ day of _____, 2013.

CITY OF OXNARD

_____
Jeffrey C. Freedman

_____
Michelle Téllez

SEIU LOCAL 721

_____
Danny Carrillo

_____
Rhea Voll

_____
Armida Galvan-Monares

_____
Lyn Bennett

_____
Eva Magaña

_____
Martin Vasquez

_____
Jim Nelson

_____
Rachel Flores

Accounting Technician	7114	A45	19.9335	26.5782	27.9072	1594.68	2126.26	2232.57	3455.14	4606.89	4837.24
Administrative Assistant	1536	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Administrative Secretary I	11138	A12	13.2929	17.6828	18.5670	1060.98	1414.62	1485.36	2298.80	3066.02	3218.28
Administrative Secretary II	11144	A19	14.7358	19.6477	20.6302	1178.87	1571.81	1650.41	2554.21	3405.60	3575.89
Administrative Secretary III	11150	A26	16.3731	21.8308	22.9222	1309.85	1746.47	1833.78	2838.01	3784.01	3973.19
Administrative Services Assistant	14119	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Administrative Technician	1533	A36	17.8975	23.8633	25.0565	1431.80	1909.06	2004.52	3102.24	4136.30	4343.13
Assistant Civil Engineer	5129	A93	30.1881	40.2508	42.2633	2415.05	3220.06	3381.06	5232.61	6976.80	7325.63
Assistant Planner	13105	A69	23.3668	31.1557	32.7135	1869.34	2492.46	2617.08	4050.24	5400.32	5670.34
Assistant Traffic Design Engineer	18111	A93	30.1881	40.2508	42.2633	2415.05	3220.06	3381.06	5232.61	6976.80	7325.63
Assistant Traffic Engineer	18112	A93	30.1881	40.2508	42.2633	2415.05	3220.06	3381.06	5232.61	6976.80	7325.63
Associate Planner	13108	A83	25.9632	34.6175	36.3483	2077.05	2769.40	2907.86	4500.28	6000.37	6300.37
Associate Traffic Design Engineer	18123	A97	33.5423	44.7232	46.9592	2683.38	3577.85	3756.74	5814.00	7752.02	8139.60
Buyer	8311	A40	19.4976	25.9967	27.2966	1559.80	2079.74	2183.72	3379.58	4506.10	4731.40
Chemist	19156	A72	24.0558	32.0744	33.6782	1924.46	2565.95	2694.26	4169.67	5559.57	5837.56
Civil Engineer	5132	A97	33.5423	44.7232	46.9592	2683.38	3577.85	3756.74	5814.00	7752.02	8139.60
Community Service Officer	14200	A34	17.6763	23.5683	24.7469	1414.10	1885.46	1979.75	3063.89	4085.17	4289.45
Computer Network Engineer I	3119	A32	17.4363	23.2483	24.4108	1394.90	1859.86	1952.88	3022.29	4029.70	4231.20
Computer Network Engineer II	3118	A49	20.5133	27.3510	28.7210	1641.06	2188.08	2297.68	3555.64	4740.84	4978.31
Computer Network Engineer III	3117	A78	24.6159	32.8210	34.4622	1969.28	2625.68	2756.97	4266.75	5688.97	5973.44
Computer Operator	3121	A49	20.5133	27.3510	28.7210	1641.06	2188.08	2297.68	3555.64	4740.84	4978.31
Construction Project Coordinator	13226	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93
Crime Analysis Data Technician	14121	A34	17.6763	23.5683	24.7469	1414.10	1885.46	1979.75	3063.89	4085.17	4289.45
Crime Analyst I	14120	A48	20.3958	27.1944	28.5541	1631.66	2175.55	2284.33	3535.27	4713.69	4949.38
Crime Analyst II	14123	A64	22.6621	30.2159	31.7268	1812.97	2417.27	2538.14	3928.09	5237.43	5499.31
Criminalist	14125	A91	28.5594	38.0791	39.9831	2284.76	3046.33	3198.64	4950.30	6600.38	6930.40
Crossing Guard	14102	A00	8.3131	11.0842	11.6383	665.05	886.73	931.07	1440.94	1921.25	2017.31
Customer Service Accounting Technician	7153	A45	19.9335	26.5782	27.9072	1594.68	2126.26	2232.57	3455.14	4606.89	4837.24
Customer Service Representative I	7138	A14	13.5937	18.1249	19.0312	1087.49	1449.99	1522.49	2356.24	3141.66	3298.74
Customer Service Representative II	7139	A20	15.0675	20.0898	21.0942	1205.40	1607.19	1687.54	2611.70	3482.24	3656.33
Data Entry Operator I	11111	A14	13.5937	18.1249	19.0312	1087.49	1449.99	1522.49	2356.24	3141.66	3298.74
Data Entry Operator II	11114	A20	15.0675	20.0898	21.0942	1205.40	1607.19	1687.54	2611.70	3482.24	3656.33
Drafting/Graphics Technician I	5111	A41	19.5139	26.0185	27.3194	1561.11	2081.48	2185.55	3382.41	4509.86	4735.37
Drafting/Graphics Technician II	5114	A57	21.6821	28.9094	30.3550	1734.57	2312.75	2428.40	3758.23	5010.96	5261.54
Engineering Technician I	5115	A41	19.5139	26.0185	27.3194	1561.11	2081.48	2185.55	3382.41	4509.86	4735.37
Engineering Technician I/Survey Crew	5116	A41	19.5139	26.0185	27.3194	1561.11	2081.48	2185.55	3382.41	4509.86	4735.37
Engineering Technician II	5120	A57	21.6821	28.9094	30.3550	1734.57	2312.75	2428.40	3758.23	5010.96	5261.54
Engineering Technician II/Survey Crew	5119	A57	21.6821	28.9094	30.3550	1734.57	2312.75	2428.40	3758.23	5010.96	5261.54

Geographic Info Systems Technician I	5117	A50	20.9962	27.4535	28.6372	1647.68	2197.11	2309.98	3570.35	4760.40	4966.40	
Geographics Info Systems Technician II	5118	A70	23.4904	31.3207	32.8867	1879.23	2505.66	2630.93	4071.86	5428.93	5700.36	
Grants Specialist I	7124	A63	22.4253	29.9004	31.3955	1794.02	2392.03	2511.64	3887.05	5182.73	5441.89	
Grants Specialist II	7125	A80	24.9170	33.2227	34.8639	1993.36	2657.81	2790.71	4318.95	5758.60	6046.54	
Housing Contract Administrator	9112	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93	
Housing Engineer	5127	A89	28.2999	37.7329	39.6197	2263.99	3018.64	3169.57	4905.32	6540.36	6867.41	
Housing Specialist I	9105	A44	19.8740	26.4988	27.8237	1589.92	2119.90	2225.89	3444.83	4593.12	4822.77	
Housing Specialist II	9108	A59	22.0824	29.4432	30.9153	1766.59	2355.46	2473.22	3827.61	5103.49	5358.65	
Housing Specialist Trainee	9102	A33	17.6659	23.5545	24.7323	1413.27	1884.36	1978.58	3062.09	4082.77	4286.93	
Junior Civil Engineer	5128	A85	26.8339	35.7786	37.5675	2146.72	2862.28	3005.40	4651.22	6201.62	6511.70	
Junior Planner	13102	A52	20.7704	27.6940	29.0787	1661.63	2215.52	2326.30	3600.20	4800.30	5040.31	
Junior Traffic Design Engineer	18114	A85	26.8339	35.7786	37.5675	2146.72	2862.28	3005.40	4651.22	6201.62	6511.70	
Laboratory Assistant	20128	A40	19.4976	25.9967	27.2966	1559.80	2079.74	2183.72	3379.58	4506.10	4731.40	
Laboratory Technician	20129	A56	21.6502	28.8670	30.3103	1732.02	2309.36	2424.83	3752.70	5003.62	5253.79	
Landscape Architect	15228	A89	28.2999	37.7329	39.6197	2263.99	3018.64	3169.57	4905.32	6540.38	6867.41	
Librarian I	10120	A47	20.1537	26.8715	28.2150	1612.30	2149.72	2257.20	3493.31	4657.73	4890.59	
Librarian II	10123	A62	22.3929	29.8572	31.3501	1791.43	2388.57	2506.01	3881.44	5175.24	5434.02	
Librarian III	10126	A79	24.6321	32.8429	34.4849	1970.57	2627.43	2758.79	4269.56	5692.77	5977.39	
Library Aide I	10108	A15	13.7042	18.2722	19.1859	1096.34	1461.78	1534.87	2375.40	3167.16	3325.56	
Library Aide II	10111	A21	15.1779	20.2370	21.2490	1214.23	1618.96	1699.92	2630.83	3507.75	3683.15	
Library Aide III	10114	A28	16.6514	22.2019	23.3118	1332.11	1776.15	1864.95	2886.24	3848.33	4040.72	
Literacy Coordinator	10118	A47	20.1537	26.8715	28.2150	1612.30	2149.72	2257.20	3493.31	4657.73	4890.59	
Mail Clerk	11105	A15	13.7042	18.2722	19.1859	1096.34	1461.78	1534.87	2375.40	3167.16	3325.56	
Missing Persons Specialist	14122	A34	17.6763	23.5683	24.7468	1414.10	1885.46	1979.75	3063.88	4085.17	4289.45	
Neigborhood Services Coordinator	2110	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93	
Office Assistant I	11117	A10	12.2306	16.3075	17.1229	978.45	1304.60	1369.83	2119.97	2826.64	2967.97	
Office Assistant II	11120	A15	13.7042	18.2722	19.1858	1096.34	1461.78	1534.87	2375.40	3167.18	3325.56	
Outreach/Education Specialist	16124	A61	22.3719	29.8292	31.3207	1789.75	2386.33	2505.66	3877.80	5170.39	5428.93	
Permit Technician	5107	A55	21.5888	28.7851	30.2244	1727.11	2302.81	2417.95	3742.07	4989.41	5238.90	
Plan Check Engineer	13246	A97	33.5423	44.7232	46.9592	2683.38	3577.85	3756.74	5814.00	7752.02	8139.60	
Plans Examiner I	5124	A86	22.8586	30.4783	32.0023	1828.70	2438.28	2560.18	3962.18	5282.90	5547.06	
Plans Examiner II	5121	A81	25.3987	33.8649	35.5581	2031.90	2709.19	2844.64	4402.44	5869.91	6163.40	
Police Records Technician I	14108	A11	12.8571	17.1427	17.9997	1028.57	1371.41	1439.97	2228.56	2971.39	3119.95	
Police Records Technician II	14111	A17	14.3306	19.1074	20.0528	1146.45	1528.59	1605.02	2483.97	3311.96	3477.54	
Police Records Technician III	14114	A24	15.8040	21.0720	22.1255	1264.32	1685.76	1770.04	2739.36	3652.48	3835.09	
Police Word Processor I	14171	A23	15.4725	20.6302	21.6615	1237.80	1650.41	1732.92	2681.91	3576.89	3754.67	
Police Word Processor II	14173	A30	16.9460	22.5947	23.7246	1355.68	1807.58	1897.97	2937.30	3916.42	4112.26	
Police Word Processor III	14175	A38	18.4197	24.5596	25.7876	1473.58	1964.77	2063.01	3192.75	4257.00	4469.84	

ATTACHMENT NO. 2
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APPENDIX A * As adjusted by across-the-board increase

CLASSIFICATIONS AND SALARY RANGES
"A" SCHEDULE (SEIU EMPLOYEES)

Effective 8/1/06	CLASS	SALARY	HOURLY			BI WEEKLY			MONTHLY		
Classification Title	CODE	RANGE	BOTTOM	CONTROL POINT	TOP	BOTTOM	CONTROL POINT	TOP	BOTTOM	CONTROL POINT	TOP
Programmer Analyst	3115	A86	27.4743	36.6322	38.4638	2197.94	2930.58	3077.10	4762.20	6349.59	6667.06
Property & Evidence Technician	14201	A58	23.3419	31.1224	32.6786	1867.35	2489.79	2614.28	4045.93	5394.54	5664.23
Purchashing Clerk	8303	A20	15.0675	20.0898	21.0942	1205.40	1607.19	1687.54	2611.70	3482.24	3656.33
Recreation/Human Services Coordinator	15120	A42	19.6564	26.2086	27.5190	1572.51	2096.69	2201.52	3407.10	4542.83	4769.97
Recreation/Human Services Leader II	15111	A01	8.3962	11.1948	11.7546	671.70	895.59	940.37	1455.34	1940.44	2037.46
Recreation/Human Services Leader III	15114	A21	15.1779	20.2370	21.2490	1214.23	1618.96	1699.92	2630.83	3507.75	3683.15
Rehabilitation Loan Assistant	9116	A33	17.6659	23.5545	24.7323	1413.27	1884.36	1978.58	3062.09	4082.77	4286.93
Rehabilitation Loan Specialist	9117	A74	24.2905	32.3875	34.0068	1943.24	2591.00	2720.54	4210.36	5613.83	5894.51
Resident Services Assistant	9301	A59	22.0824	29.4432	30.9153	1766.59	2355.46	2473.22	3827.61	5103.49	5358.65
Resident Services Coordinator	9304	A74	24.2905	32.3875	34.0068	1943.24	2591.00	2720.54	4210.36	5613.83	5894.51
Revenue Collection Technician	7310	A45	19.9335	26.5782	27.9072	1594.68	2126.26	2232.57	3455.14	4606.89	4837.24
Sr. Administrative Secretary	11165	A35	17.6829	23.5772	24.7560	1414.63	1886.18	1980.48	3065.03	4086.72	4291.04
Sr. Chemist	19159	A90	28.4460	37.9281	39.8244	2275.68	3034.25	3185.96	4930.65	6574.20	6902.90
Sr. Civil Engineer	5135	A99	38.2384	50.9844	54.7318	3059.07	4078.76	4378.54	6627.98	8837.30	9486.84
Sr. Customer Service Representative	7151	A27	16.5408	22.0545	23.1572	1323.27	1764.36	1852.58	2867.08	3822.78	4013.91
Sr. Engineering Technician	5122	A76	24.6091	32.8121	34.4527	1968.73	2624.97	2756.22	4265.58	5687.43	5971.81
Sr. Engineering Technician/Survey Chief	5222	A76	24.6091	32.8121	34.4527	1968.73	2624.97	2756.22	4265.58	5687.43	5971.81
Sr. Housing Specialist	9111	A74	24.2905	32.3875	34.0068	1943.24	2591.00	2720.54	4210.36	5613.83	5894.51
Sr. Plans Examiner	5123	A87	27.9383	37.2514	39.1139	2235.07	2980.11	3129.11	4842.64	6456.90	6779.73
Sr. Project Coordinator	18125	A91	28.5594	38.0791	39.9831	2284.76	3046.33	3198.64	4950.30	6600.38	6930.40
Sr. Traffic Service Assistant	14157	A16	16.2932	21.7242	22.8105	1303.45	1737.94	1824.84	2824.15	3765.53	3953.82
Sex Registrant Specialist	14124	A34	17.6763	23.5683	24.7469	1414.10	1885.46	1979.75	3063.89	4085.17	4289.45
Traffic Service Assistant I	14154	A13	12.8800	17.1733	18.0320	1030.40	1373.86	1442.58	2232.53	2976.71	3125.55
Traffic Service Assistant II	14155	A18	14.1680	18.8906	19.8352	1133.44	1511.25	1586.82	2455.79	3274.37	3438.10
Victim Services Specialist	2105	A59	22.0824	29.4432	30.9153	1766.59	2355.46	2473.22	3827.61	5103.49	5358.65
Word Processor I	11129	A23	15.4725	20.6302	21.6615	1237.80	1650.41	1732.92	2681.91	3575.89	3754.67
Word Processor II	11132	A30	16.9460	22.5947	23.7246	1355.68	1807.58	1897.97	2937.30	3916.42	4112.26
Word Processor III	11134	A38	18.4197	24.5596	25.7876	1473.58	1964.77	2063.01	3192.75	4257.00	4469.84

There are no job classsifications for Limited Benefit Employees (LBEs). All LBE's are paid living wage; City's living wage policy attached. A few LBEs are paid at a rate of pay higher than living wage.

ATTACHMENT NO. 10
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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 A 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.

STIPULATION

SEIU Local 721 Proposed Unit to which the City of Oxnard will not Object for Purposes of a Card Count.

City of Oxnard and SEIU Local 721:

1. A list of employees, described generally in paragraph 3 below, will be produced by the City to the Disinterested Neutral Joseph Gentile to compare to the original cards presented to Mr. Gentile earlier by SEIU. That list is attached here to as Exhibit A.

2. If Mr. Gentile determines that SEIU has produced sufficient signatures consistent with its City Code and Govt. Code § 3507.1(c), the City will recognize SEIU Local 721 as the bargaining representative of those employees and will accrete those employees that still work for the City into the existing unit of regular employees represented by SEIU.

3. Description of those Employees to be counted and possibly added.

   Included:

   a) All temporary employees who worked more than one thousand (1000) hours in calendar year 2008 and who were employed by the City during the quarter immediately preceding the date the Petition for Recognition was perfected, i.e. November 10, 2008.

   b) Sometemployees who averaged four (4) hours per week during the quarter prior to the perfection date of the Petition for Recognition, which was the date the cards were delivered to Mr. Gentile, will be included in the card count and will be included in the unit if they still work for the City.

   Excluded:

   a) True seasonal employees will not be part of the card count and will not be eligible for inclusion in any unit in the future.

   b) Temporary employees who averaged fewer than 4 hours per week per quarter during the quarter immediately before the date the Petition for Recognition was perfected will not be part of the card count and will not be eligible for inclusion in the unit in the future.

4. For purposes of the card count for the list mentioned in paragraph 1, above, the parties will use the date on which the originally signed cards were delivered to Mr. Gentile as the perfection date of the Petition for Recognition.

5. During the card verification process, if there is a question about the genuineness of any signature on an authorization card, it will be put to the side by Mr. Gentile. If it makes a difference in the outcome of the card count, no card will be rejected without Mr. Gentile making reasonable efforts to check personally with that temporary employee to ascertain whether he or she did in fact sign the card and whether it was signed on the date indicated.

6. This document is intended to include only those temporary employees of the City that mirror the positions of regular employees already represented by SEIU Local 721, and not blue collar employees represented by the International Union of Operating Engineers Local 501.

SO STIPULATED:

Dated: 12 March 09

CITY OF OXNARD

By: _____

Dated: 03/15/09

SEIU LOCAL 721

By: _____

SEIU Step Matrix

Grade	Hourly Rate			Steps									
	Low	Control	Top	1	2	3	4	5	6	7	8	9	10
A00	8.4378	11.2505	11.8129	8.4378	8.8597	9.3027	9.7678	10.2562	10.7690	11.3075	11.8729	12.4665	13.0898
A01	8.5221	11.3627	11.9309	8.5221	8.9482	9.3956	9.8654	10.3587	10.8766	11.4204	11.9914	12.5910	13.2206
A10	12.4141	16.5521	17.3797	12.4141	13.0348	13.6865	14.3708	15.0893	15.8438	16.6360	17.4678	18.3412	19.2583
A11	13.0500	17.3998	18.2697	13.0500	13.7025	14.3876	15.1070	15.8624	16.6555	17.4883	18.3627	19.2808	20.2448
A12	13.4612	17.9480	18.8455	13.4612	14.1343	14.8410	15.5831	16.3623	17.1804	18.0394	18.9414	19.8885	20.8829
A13	13.0732	17.4309	18.3025	13.0732	13.7269	14.4132	15.1339	15.8906	16.6851	17.5194	18.3954	19.3152	20.2810
A14	13.7976	18.3968	19.3167	13.7976	14.4875	15.2119	15.9725	16.7711	17.6097	18.4902	19.4147	20.3854	21.4047
A15	13.9098	18.5463	19.4737	13.9098	14.6053	15.3356	16.1024	16.9075	17.7529	18.6405	19.5725	20.5511	21.5787
A16	16.5376	22.0501	23.1527	16.5376	17.3645	18.2327	19.1443	20.1015	21.1066	22.1619	23.2700	24.4335	25.6552
A17	14.5456	19.3940	20.3637	14.5456	15.2729	16.0365	16.8383	17.6802	18.5642	19.4924	20.4670	21.4904	22.5649
A18	14.3805	19.1740	20.1327	14.3805	15.0995	15.8545	16.6472	17.4796	18.3536	19.2713	20.2349	21.2466	22.3089
A19	14.9568	19.9424	20.9397	14.9568	15.7046	16.4898	17.3143	18.1800	19.0890	20.0435	21.0457	22.0980	23.2029
A20	15.2935	20.3911	21.4106	15.2935	16.0582	16.8611	17.7042	18.5894	19.5189	20.4948	21.5195	22.5955	23.7253
A21	15.4056	20.5406	21.5677	15.4056	16.1759	16.9847	17.8339	18.7256	19.6619	20.6450	21.6773	22.7612	23.8993
A23	15.7046	20.9397	21.9864	15.7046	16.4898	17.3143	18.1800	19.0890	20.0435	21.0457	22.0980	23.2029	24.3630
A24	16.0411	21.3881	22.4574	16.0411	16.8432	17.6854	18.5697	19.4982	20.4731	21.4968	22.5716	23.7002	24.8852
A26	16.6187	22.1583	23.2660	16.6187	17.4496	18.3221	19.2382	20.2001	21.2101	22.2706	23.3841	24.5533	25.7810
A27	16.7889	22.3853	23.5046	16.7889	17.6283	18.5097	19.4352	20.4070	21.4274	22.4988	23.6237	24.8049	26.0451
A28	16.9012	22.5349	23.6615	16.9012	17.7463	18.6336	19.5653	20.5436	21.5708	22.6493	23.7818	24.9709	26.2194
A30	17.2002	22.9336	24.0805	17.2002	18.0602	18.9632	19.9114	20.9070	21.9524	23.0500	24.2025	25.4126	26.6832
A32	17.6978	23.5970	24.7770	17.6978	18.5827	19.5118	20.4874	21.5118	22.5874	23.7168	24.9026	26.1477	27.4551
A33	17.9309	23.9078	25.1033	17.9309	18.8274	19.7688	20.7572	21.7951	22.8849	24.0291	25.2306	26.4921	27.8167
A34	17.9414	23.9218	25.1181	17.9414	18.8385	19.7804	20.7694	21.8079	22.8983	24.0432	25.2454	26.5077	27.8331
A36	18.1660	24.2212	25.4323	18.1660	19.0743	20.0280	21.0294	22.0809	23.1849	24.3441	25.5613	26.8394	28.1814
A38	18.6960	24.9280	26.1744	18.6960	19.6308	20.6123	21.6429	22.7250	23.8613	25.0544	26.3071	27.6225	29.0036
A40	19.7901	26.3867	27.7060	19.7901	20.7796	21.8186	22.9095	24.0550	25.2578	26.5207	27.8467	29.2390	30.7010
A42	19.9512	26.6017	27.9318	19.9512	20.9488	21.9962	23.0960	24.2508	25.4633	26.7365	28.0733	29.4770	30.9509
A44	20.1721	26.8963	28.2411	20.1721	21.1807	22.2397	23.3517	24.5193	25.7453	27.0326	28.3842	29.8034	31.2936
A45	20.2325	26.9769	28.3258	20.2325	21.2441	22.3063	23.4216	24.5927	25.8223	27.1134	28.4691	29.8926	31.3872
A46	20.4367	27.2490	28.6113	20.4367	21.4585	22.5314	23.6580	24.8409	26.0829	27.3870	28.7564	30.1942	31.7039
A47	20.4560	27.2746	28.6382	20.4560	21.4788	22.5527	23.6803	24.8643	26.1075	27.4129	28.7835	30.2227	31.7338
A48	20.7017	27.6023	28.9824	20.7017	21.7368	22.8236	23.9648	25.1630	26.4212	27.7423	29.1294	30.5859	32.1152
A49	20.8210	27.7613	29.1518	20.8210	21.8621	22.9552	24.1030	25.3082	26.5736	27.9023	29.2974	30.7623	32.3004

SEIU Step Matrix

	Hourly Rate			Steps									
Grade	Low	Control	Top	1	2	3	4	5	6	7	8	9	10
A53	21.3918	28.5222	29.9484	21.3918	22.4614	23.5845	24.7637	26.0019	27.3020	28.6671	30.1005	31.6055	33.1858
A55	21.9126	29.2169	30.6778	21.9126	23.0082	24.1586	25.3665	26.6348	27.9665	29.3648	30.8330	32.3747	33.9934
A56	21.9750	29.3000	30.7650	21.9750	23.0738	24.2275	25.4389	26.7108	28.0463	29.4486	30.9210	32.4671	34.0905
A57	22.0073	29.3430	30.8103	22.0073	23.1077	24.2631	25.4763	26.7501	28.0876	29.4920	30.9666	32.5149	34.1406
A59	22.4136	29.8848	31.3790	22.4136	23.5343	24.7110	25.9466	27.2439	28.6061	30.0364	31.5382	33.1151	34.7709
A61	22.7075	30.2766	31.7905	22.7075	23.8429	25.0350	26.2868	27.6011	28.9812	30.4303	31.9518	33.5494	35.2269
A62	22.7288	30.3051	31.8204	22.7288	23.8652	25.0585	26.3114	27.6270	29.0084	30.4588	31.9817	33.5808	35.2598
A63	22.7617	30.3489	31.8664	22.7617	23.8998	25.0948	26.3495	27.6670	29.0504	30.5029	32.0280	33.6294	35.3109
A64	23.0020	30.6691	32.2027	23.0020	24.1521	25.3597	26.6277	27.9591	29.3571	30.8250	32.3663	33.9846	35.6838
A68	23.6920	31.5892	33.1688	23.6920	24.8766	26.1204	27.4264	28.7977	30.2376	31.7495	33.3370	35.0039	36.7541
A69	23.7173	31.6230	33.2042	23.7173	24.9032	26.1484	27.4558	28.8286	30.2700	31.7835	33.3727	35.0413	36.7934
A70	23.8428	31.7905	33.3800	23.8428	25.0349	26.2866	27.6009	28.9809	30.4299	31.9514	33.5490	35.2265	36.9878
A74	24.6549	32.8733	34.5169	24.6549	25.8876	27.1820	28.5411	29.9682	31.4666	33.0399	34.6919	36.4265	38.2478
A78	24.9851	33.3133	34.9791	24.9851	26.2344	27.5461	28.9234	30.3696	31.8881	33.4825	35.1566	36.9144	38.7601
A79	25.0016	33.3355	35.0022	25.0016	26.2517	27.5643	28.9425	30.3896	31.9091	33.5046	35.1798	36.9388	38.7857
A80	25.2908	33.7210	35.4072	25.2908	26.5553	27.8831	29.2773	30.7412	32.2783	33.8922	35.5868	37.3661	39.2344
A81	25.7797	34.3729	36.0915	25.7797	27.0687	28.4221	29.8432	31.3354	32.9022	34.5473	36.2747	38.0884	39.9928
A83	26.3526	35.1368	36.8935	26.3526	27.6702	29.0537	30.5064	32.0317	33.6333	35.3150	37.0808	38.9348	40.8815
A85	27.2364	36.3153	38.1310	27.2364	28.5982	30.0281	31.5295	33.1060	34.7613	36.4994	38.3244	40.2406	42.2526
A86	27.8864	37.1817	39.0408	27.8864	29.2807	30.7447	32.2819	33.8960	35.5908	37.3703	39.2388	41.2007	43.2607
A89	28.7244	38.2989	40.2140	28.7244	30.1606	31.6686	33.2520	34.9146	36.6603	38.4933	40.4180	42.4389	44.5608
A91	28.9878	38.6503	40.5828	28.9878	30.4372	31.9591	33.5571	35.2350	36.9968	38.8466	40.7889	42.8283	44.9697
A93	30.6409	40.8546	42.8972	30.6409	32.1729	33.7815	35.4706	37.2441	39.1063	41.0616	43.1147	45.2704	47.5339
A97	34.0454	45.3940	47.6636	34.0454	35.7477	37.5351	39.4119	41.3825	43.4516	45.6242	47.9054	50.3007	52.8157
A99	38.8120	51.7492	55.5528	38.8120	40.7526	42.7902	44.9297	47.1762	49.5350	52.0118	54.6124	57.3430	60.2102

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/03/13

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

Prepared By: Anthony Emmert, Water Resources Manager _____ Agenda Item No. S-12

Reviewed By: City Manager _____ City Attorney _____ Finance _____ Public Works _____

DATE: November 20, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **First Amendment to Purchase Order No. 4203 with Kemira Water Solutions for the Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from October 16, 2013 to October 16, 2014, and adding $432,000 to the amount, increasing the total from $482,790 to $914,790.

DISCUSSION

On August 1, 2012, the City issued a Request for Bids (RFB) for treatment chemicals for the Wastewater Treatment Plant, the Advanced Water Purification Facility, the Water Campus, and the Water Blending Station No. 3. The City sent the RFB to eleven (11) known companies who provide these chemicals, and also advertised the RFB on the City's website and in the local newspapers. The closing date for the RFB was August 23, 2012. Since it was unlikely that any one company would be able to provide all the treatment chemicals needed, the City allowed bidders to submit bids for the chemicals that they were able to provide. Kemira was the lowest responsible bidder for ferric chloride, and the City subsequently issued a one-year purchase order, with the option to extend the purchase order three additional one-year terms.

Kemira is holding the unit price at $1.33 per gallon. The Water Resources Division recommends the City exercise its option to renew the purchase order by executing a one-year extension.

FINANCIAL IMPACT

Funds are available in the Wastewater Treatment Operation Fund (621-6202).

Attachment #1 - Amendment to Purchase Order No. 4203

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 004203

CCRC REVIEWED

DATE: 11/20/2013

VENDOR PHONE: (863)533-5990
VENDOR FAX: (863)533-7077
VENDOR #: 14565
VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC.
MAIL CODE 5581
P.O. BOX 105046
ATLANTA, GA 30348-5046

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/16/2013	0000000888	10/05/2012	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	62162028438104		BRUCE E. DANDY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
		CHANGE ORDER		
1	482,790.00 / DL	FERRIC CHLORIDE-40%	1.0000	482,790.00
2	432,000.00 / DL	CHANGE ORDER NO. 1	1.0000	432,000.00

RFB PW-13-1 FERRIC CHLORIDE-40% FOR THE WWTP
$1.33 PER GAL, ESTIMATE-330,000 GALLONS ANNUALLY
TOTAL NOT TO EXCEED $438,900 FOR THE FIRST ANNUAL
PERIOD. TAXES, FUEL CHARGES AND MILL TAX EXTRA.
10% HAS BEEN ADDED TO ACCOUNT FOR THESE CHARGES.
OPTION FOR THREE ADDITIONAL ONE-YEAR EXTENSIONS.
SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND
CONDITIONS OF THE CITY OF OXNARD.
CHANGE ORDER NO. 1 FOR $432K TO 621-6202-843-8104

PURCHASE ORDER

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

PURCHASE ORDER NO. 004203

DATE: 11/20/2013

VENDOR PHONE: (863)533-5990
VENDOR FAX: (863)533-7077
VENDOR #: 14565
VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC.
MAIL CODE 5581
P.O. BOX 105046
ATLANTA, GA 30348-5046

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/16/2013	0000000888	10/05/2012	

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	62162028438104	BRUCE E. DANDY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT $914,790.00

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

AUTHORIZED SIGNATURE _____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO AMOUNT:

Karen R. Burnham

Karen R. Burnham, Interim City Manager

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 12/03/13

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

Prepared By: Lou Balderrama, City Engineer Agenda Item No. S-13

Reviewed By: City Manager City Attorney Finance Public Works

DATE: November 20, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Special Budget Appropriation for Water System Improvements for the Ventura Boulevard Improvement Project Specification No. 12-14**

RECOMMENDATION

That City Council approve a Special Budget Appropriation of $314,000 from the Water Operating Capital Outlay Fund to the Ventura Boulevard Improvement Project for Water Improvements.

DISCUSSION

On December 11, 2012, the City Council approved Project Specification No. 12-14 and authorized the solicitation of bids for the reconstruction of street, sidewalk, curb, gutter, landscaping, bike lane, traffic restriping, road signs, and the installation of storm drain and water lines along East Ventura Boulevard from Nyeland Avenue to Almond Drive. Toro Enterprises, Incorporated submitted the lowest responsive and responsible bid of $1,661,099 and was awarded the construction contract A-7586 by the City Council on May 14, 2013.

Water system improvements for this project include the design and installation of a new 12-inch polyvinyl chloride (PVC) water main, installation of valves, and fire hydrants. The total participation costs of Ventura Boulevard Street Improvement Project No. 123104 is funded with federal transportation grants matched with Gas Tax Funds and Water Enterprise Funds. The participation costs were appropriated via Council's action on May 14, 2013. The Water System improvements are being funded 100% from the Water Fund.

FINANCIAL IMPACT

A special budget appropriation of $314,000 from the Water Operating Capital Outlay Fund to the Ventura Boulevard Improvement Project No. 123104 is recommended to meet the funding requirements for the water system improvements.

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works **Date:** December 3, 2013

Project/Program Manager: Rob Roshanian **Phone:** 7682

Reason for Appropriation:

To appropriate sufficient funding for water system improvements for the Ventura Boulevard Improvement Project.

Fund: **WATER ENTERPRISE FUND (601)**

Expenditures/Transfers Out

VENTURA BOULEVARD STREET IMPROVEMENT PROJECT (123104)

601-3147-826.8451	SERVICES FROM OTHER PROGRAMS	5,000.00
601-3147-826.8604	CAPITAL OUTLAY / IMPROVEMENTS - NEW	309,000.00
	Total Expenditures	314,000.00
	Net Change to Fund (601) Balance	**(314,000)**
	Net Appropriation Change	**314,000.00**

Approvals

Department Director

Chief Financial Officer James Cameron

City Manager

SBA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012