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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

**AMENDED AGENDA**
**Revised Consent Item J.1**

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
July 20, 2021
**Closed Session - 4:30 PM**
**Regular Meeting - 6:00 PM**

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA
THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

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 (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: City of Oxnard v. Brownstein, Hyatt, Farber, Schreck, LLP
Los Angeles County Superior Court, Case No. 20STCV19575
Legislative Body: City Council

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.

**Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)**

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – (Government Code section 54956.8)
   Property: 1800 Solar Drive, Oxnard, CA (APN 213-0-070-055)
   Agency Negotiators: Omar Castro, Tim Genske and Brian Hutchenson
   Negotiating Parties: City of Oxnard and Mission Produce Inc.
   Under Negotiation: Price and terms of payment
   Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

   SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

   RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

   Legislative Body: City Council

   Contact: Alexander Nguyen, (805) 385-7430

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

1. City Manager Department

SUBJECT: Appointment of Members to Serve on the City's Downtown Design Review Committee. (0/5/5)

RECOMMENDATION: That the City Council make the following appointments to the Downtown Design Review Committee: David Ferrin and Tyson Cline. (This is item did not originate in Committee).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/gq1Qn0Drsio

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

H. REVIEW OF INFORMATION/CONSENT AGENDA

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

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the February 2, 2021; February 4, 2021; February 16, 2021; and February 25, 2021 regular meetings as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Community Development Department

SUBJECT: Agreement #9201-21-CD with Rincon Consultants and Agreement #9202-21-CD with CSG Consultants, Inc. for On-Call Planning and Permit Processing Services.

RECOMMENDATION: That the City Council approve Agreement #9201-21-CD with Rincon Consultants (Rincon) in the amount of $750,000 and Agreement #9202-21-CD with CSG Consultants, Inc. (CSG) in the amount of $250,000, for on-call Planning and Permit Processing Services for a period of three-years with up to two one-year extensions.

(Community Services, Public Safety, Housing & Development Committee approved 3-0)

Legislative Body: City Council

Contact: Vyto Adomaitis, (805) 385-7882

3. Public Works Department

SUBJECT: Amendments to On-Call Professional Services Agreements.

RECOMMENDATION: That the City Council authorize the Mayor to execute the following Amendments totaling $1,250,000 for on-call professional service agreements:

1. First Amendment to Agreement 8699-19-PW with Filippin Engineering, Inc. to increase the contract by $150,000 for a new contract value amount of $400,000 with a term date of September 3, 2022;
2. First Amendment to Agreement 8795-19-PW with Casamar Group, LLC to increase the contract by $300,000 for a new contract value amount of $500,000 with a term date of October 14, 2022;
3. Second Amendment to Agreement 8256-18-PW with Twining, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021;
4. Second Amendment to Agreement A-8079 with Leighton Consulting, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021; and
5.Third Amendment to Agreement A-8177 with Encompass Consultant Group, Inc. to increase the contract by $300,000 for a new contract value amount of $800,000 with a term date of October 1, 2022.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

4. Public Works Department

SUBJECT: Operational Technical Services, LLC, Agreement A-8335 for On-Call Operations Support for Water, Recycled Water and Wastewater.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8335 with Operational Technical Services, LLC, (OTS) in the amount not to exceed $400,000 for a three-year term ending July 20, 2024, for on-call operational support services for Water, Recycled Water and Wastewater Divisions.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

5. Public Works Department

SUBJECT: Agreement A-8330 with Carollo Engineers, Inc. for Studies Related to Food Waste Preprocessing and Implementation of Co-digestion Project PW 21-49.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8330 with Carollo Engineers, Inc. in the amount not to exceed $246,744 and a term date of July 19, 2022 for professional services for the OWTP Reliability Improvement Projects. (This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

6. Public Works Department

SUBJECT: Annual Reports and Resolution on Development Impact Fees (AB1600) for Fiscal Years Ended June 30, 2018, June 30, 2019 and June 30, 2020 and Five-Year Report.

RECOMMENDATION: That the City Council:

1. Receive and file the annual development impact fee reports (AB1600) for the fiscal years ended June 30, 2018, June 30, 2019 and June 30, 2020; and
2. Adopt a Resolution of the City Council making findings and reaffirming the necessity of certain Development Impact Fees.
(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

7. Human Resources Department

SUBJECT: Termination of City of Oxnard City Corps Social Security Replacement Plan.

RECOMMENDATION: That the City Council adopt a resolution terminating the already-frozen City of Oxnard City Corps Social Security Replacement Plan, authorizing distribution of all refunds and benefits under the Plan following such termination, and delegating authority to take all necessary and appropriate actions to effectuate the Plan's termination.
(The Finance and Governance Committee approved 3-0 on June 22, 2021, to approve the staff recommendation and to forward the item for Council approval.)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

K. REPORTS

1. Community Development Department

SUBJECT: Avalon Homes Project Affordable Housing In-Lieu Fee Request: Planning and Zoning (PZ) Permit No. 20-600-07 (Pre-Application) located southeast of the corner of South Harbor Boulevard and West Fifth Street and just north of the existing Oxnard Dunes subdivision (APNs: 196-0-010-275, -225, and -235). (0/10/10)

RECOMMENDATION: That the City Council receive a summary report and provide comments on a Pre-Application request by Oxnard Dunes, LLC to pay the City's Affordable Housing In-Lieu Fee estimated at $2,016,000 instead of constructing six (6) affordable housing units onsite for a proposed residential subdivision project consisting of a maximum of 56 residential dwelling units on 8.75 acres of a 38.33 acre property consistent with Ordinance No. 2980.
(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/2sW2tH-Tkh0

Legislative Body: City Council
Contact: Vyto Adomaitis, (805) 385-7882

2. Community Development Department

SUBJECT: Master License Agreement For Wireless Installation on Municipal Facilities. (0/10/10)

RECOMMENDATION:

That the City Council Approve a resolution for the MLA, inclusive of the Site Permit Process and Design Standards, for Wireless Installation on Municipal Facilities.

(Public Works and Transportation Committee provided input and recommended Council Consideration of the subject matter with a 3-0 vote).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WMxKfvKRX8U
Legislative Body: City Council
Contact: Vyto Adomaitis, (805) 385-7882

3. Public Works Department

SUBJECT: Introduction of an Ordinance Amending Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal of the Oxnard City Code. (0/10/10)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance amending Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
- 19-4 Definitions;
- 19-25 Prohibited; discharge standards;
- 19-26 Local limits;
- 19-36 Additional pretreatment measures;
- 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
- 19-51 Industrial wastewater discharge permit requirements

(Public Works and Transportation Committee approved 3-0).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/JpoexeCNk1M

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

4. Public Works Department

SUBJECT: Award Agreement A-8354 to Toro Enterprises, Inc., for La Colonia Green Alleys Improvement Project, Specification No. PW 18-63. (0/5/5)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8354 with Toro Enterprises, Inc. in the amount of $1,472,882.50 for the La Colonia Green Alleys Improvement Project, Specification No. PW 18-63 (Project No. 183104).
2. Approve $147,288 for project contingency for the La Colonia Green Alleys Improvement Project (Project No. 183104);
3. Approve $147,288 for engineering, inspection, survey and project management for the La Colonia Green Alleys Improvement Project (Project No. 183104);
4. Approve a budget appropriation transfer of $873,216 from the Street Maintenance Operations General Fund (101) budget to the General Fund Capital Outlay Fund (301) budget for these improvement projects.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-J9V7EF2Rio

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

5. Public Works Department

SUBJECT: Award Agreements to Granite Construction Company: A-8353 for On-Call Arterial Streets Improvement Project, Specification No. PW 21-88, Agreement A-8352 for On-Call Concrete Improvement Project, Specification No. PW 21-90 and Agreement A-8351 for On-Call Local and Collector Streets Improvement Project, Specification No. PW 21-87. (0/5/5)

RECOMMENDATION: That the City Council approve and authorize the City Manager to:

1. Execute Agreement A-8353 with Granite Construction Company in the not to exceed amount of $12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $36,000,000, for On-Call Arterial Streets Improvements, Specification No. PW 21-88 (Project No. 223102);
2. Execute Agreement A-8352 with Granite Construction Company in the not to exceed amount of $10,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $30,000,000, for On-Call Concrete Improvements, Specification No. PW 21-90 (Project No. 215709);
3. Execute Agreement A-8351 with Granite Construction Company in the not to exceed amount of $12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $36,000,000, for On-Call Local and Collector Streets Improvements, Specification No. PW 21-87 (Project Nos. 183106, 203102, 205702, 215707, 215708, 223106); and
4. Approve budget appropriation transfers of $3,863,784 from the Street Maintenance Operations General Fund (101) budget to the Capital Outlay Fund (301) budget for these improvement projects in FY 2021-22.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/2qIqiBiQzYU

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

L. ADJOURNMENT

# CITY COUNCIL AGENDA REPORT

## CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS
## AGENDA ITEM NO. G.1

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

**SUBJECT:** Appointment of Members to Serve on the City's Downtown Design Review Committee. (0/5/5)

**RECOMMENDATION**

That the City Council make the following appointments to the Downtown Design Review Committee: David Ferrin and Tyson Cline. (This is item did not originate in Committee).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/gq1Qn0Drsio

**BACKGROUND**

Oxnard City Code section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office. Section 2-37 states that each commissioner shall undergo the City's formal background check procedures before appointment. The Downtown Design Review Committee is not a CAG, but its establishing ordinance in City Code section 16-145 has similar language, except that this Board consists of five (rather than seven) members appointed by the Council as a whole. Additionally, this CAG is appointed by majority vote of the full Council.

**DISCUSSION**

The Downtown Design Review Committee (DDRC) is charged with reviewing applications for exterior changes to buildings and property in the Central Business District zone. The DDRC is composed of five members at large who do not need to be residents of the City of Oxnard. One member shall be a licensed architect and one member shall own a business or property in the Central Business District zone. For this purpose, staff recommends that the Council nominates David Ferrin and Tyson Cline. Both of these individuals have passed the City's formal background check procedures and are licensed architects. A current member satisfies the ownership requirement.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

**STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

**FINANCIAL IMPACT**

There is no financial impact.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Luly Lopez, Executive Assistant I*

**ATTACHMENTS**

1. Appointment of Members to Serve on the City's Downtown Design Review Committee

# Appointment of Members to Serve on the City's Downtown Design Review Committee

## City Council

July 20, 2021

Shiri Klima, Deputy City Manager

CITY OF OXNARD CALIFORNIA

| DOWNTOWN DESIGN REVIEW COMMITTEE | |
|---|---|
| Function | Reviewing applications for exterior changes to buildings and property in the Central Business District zone |
| Requirements | - 5 members who do not need to be residents of the City<br>- At least 1 member shall be a licensed architect<br>- At least 1 member must own a business or property in the Central Business District zone (current member satisfies this requirement) |
| Nomination | Staff recommends that the Council appoint David Ferrin and Tyson Cline, both of whom are licensed architects |

# RECOMMENDATION



That the City Council make the following appointments to the Downtown Design Review Committee: David Ferrin and Tyson Cline.

# ANY QUESTIONS?

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.1**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

**SUBJECT:** Approval of Minutes.

**RECOMMENDATION**

That the City Council approve the minutes of the February 2, 2021; February 4, 2021; February 16, 2021; and February 25, 2021 regular meetings as presented.

**BACKGROUND**

**STRATEGIC PRIORITIES**

**FINANCIAL IMPACT**

**COMMITTEE OUTCOME**

*Prepared by: Rose Chaparro, City Clerk*

**ATTACHMENTS**
1. MINUTES 02 02 2021 CC Regular Meeting
2. MINUTES 02 04 2021 CC Special Meeting
3. MINUTES 02 16 2021 CC Regular Meeting
4. MINUTES 02 25 2021 CC Special Meeting

# MINUTES

OXNARD CITY COUNCIL
Regular Meeting
February 2, 2021

## A. ROLL CALL, POSTING OF AGENDA

At 5:02 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council, in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, and Mayor Pro Tem Bryan A. MacDonald were present via videoconference. Mayor John C. Zaragoza participated in person.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Emilio Ramirez, Housing Director; Alexander Hamilton, Fire Chief; Eric Sonstegard, Assistant Police Chief; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Jeff Pengilley, Interim Community Development Director; Jan Hauser, Wastewater Division Manager; Kevin Riper, Chief Financial Officer, Tonya Cheng, Controller; and Raja Bamrungpong. Sara Mares from NBS also participated via videoconference.

## B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

## C. CLOSED SESSION (5:00 PM)

City Attorney Department

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
   (Government Codesection 54956.9(d)(4))
   Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
   Legislative Body: City Council

At 5:05 p.m., the City Council recessed to a closed session. At 5:45 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: "The City Council by a unanimous vote has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage."

## D. OPENING CEREMONIES 6:00 PM)

The flag salute was followed by a moment of silence.

## E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of February, 2021 as "Black History Month."

Mayor Zaragoza read the proclamation and presented it to Regina K. Hatcher-Crawford, President of the Ventura County Chapter of the NAACP, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Henry Alvarado Sapien (Cost of Living), Manuel Herrera (Council Vacancy District 2/Gabriel Teran), Steven Nash (Climate Change Crisis/Clean Energy), Pat Brown (New Community Development Director), Greg Runyon (Homeless Issue), Lawrence Stein (Request for Records/Payment of Invoices), Chris Hernandez (Five Point Intersection Accidents/Concerned for Public Safety), Lang Martinez (Homeless Issue), and Noemi Valdes (Council Vacancy District 2 - Gabriel Teran).

G. REPORT OF CITY MANAGER

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a progress report on the City's COVID-19 response. No formal action was required.

H. CITY COUNCIL REPORTS

Councilmember Madrigal announced that a La Colonia Neighborhood meeting will be held virtually on February 10, 2021, to discuss the streets repair and encouraged residents to sign up to participate. Councilmember Madrigal thanked Saint John's Hospital and Community Memorial Hospital for their care and services provided during his hospitalization.

Mayor Pro Tem MacDonald announced that he attended the transportation commission meetings this week and reported that transportation services are doing everything they can to continue to provide as many services as possible during the pandemic. Gold Coast Transit and Ventura County Transportation Commission are temporarily waiving fares and are ensuring that operators, drivers, employees and passengers are staying safe.

Councilmember Basua congratulated new Fire Chief, Alexander Hamilton, and new Community Development Director, Vyto Adomaitis. Councilmember Basua also wished Peggy Rivera a happy birthday.

Councilmember Perello expressed concerns about large group gatherings for Super Bowl and celebrations during the pandemic.

Mayor Zaragoza encouraged residents to avoid large gatherings during the pandemic, to continue

to use face coverings, social distance, and wash hands frequently. He also congratulated new Fire Chief Alexander Hamilton and new Community Development Director, Vyto Adomaitis on their new appointments.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1 through K-8 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Marilu Gonzalez (La Colonia neighborhood streets need repair), Ray Blattel (Item K.3 Downtown Improvement Program Settlement Funds), and Pat Brown (K.3. Downtown Improvement Program plans).

K. INFORMATION/CONSENT AGENDA

1. Community Development Department

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

RECOMMENDATION: That the City Council approve a Third Amendment to the License Agreement with the Oxnard Downtowners (6910-14-CD) for Plaza Park Farmers Market.

2. Fire Department

SUBJECT: Authorization to Accept a Donation from the Martin V. and Martha K. Smith Foundation for Ten (10) LUCAS Chest Compression Systems.

RECOMMENDATION: That the City Council adopt **Resolution No. 15-415** authorizing:
1. The City Manager to accept funds from Martin V. and Martha K. Smith Foundation via Oxnard Firefighters Foundation;
2. The Chief Financial Officer or designee to submit financial reports, and perform all other required financial actions; and
3. The Fire Chief or designee to submit non-financial reports, and
4. The City Council approve a budget appropriation recognizing and appropriating $100,000 in private donation funds (Contributions Trust - Fund 571-2290) and $60,000 in Measure O funds match (from Account 104-2208-802.86-06, Project MO2201) and $40,000 in CDBG funds match (from Account 285-2280-826.86-06).

3. Community Development Department

SUBJECT: Downtown Improvement Program Settlement Funds (DIPSF) Update.

RECOMMENDATION: That the City Council receive an update on the implementation of the approved projects funded with the Downtown Improvement Program Settlement Funds.

4. Public Works Department

SUBJECT: Transportation Development Act Article 3 Appropriation and Returns.

RECOMMENDATION: That the City Council approve and authorize the City Manager to:
1. Appropriate $31,877 of funding from Transportation Development Act Article 3 Fund (214) to the Bicycle and Pedestrian Class I Maintenance Program Project (#103103);
2. Return $55,163, plus interest, of funding from the Transportation Development Act Article

3 Fund (214) to Ventura County Transportation Commission; closing the B Street Sidewalk Enhancement Project (#093106);
3. Return $142,000, plus interest, of funding from the Transportation Development Act Article 3 Fund (214) to Ventura County Transportation Commission, closing the Vineyard Avenue and Esplanade Drive Bicycle and Pedestrian Project (#163102); and
4. Approve budget appropriations to the proper accounts, funds and projects as needed for the return of funds and closure of projects.

5. Public Works Department

SUBJECT: Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Recognition and Budget Appropriation for Electrical Improvements at Wastewater Treatment Plant

RECOMMENDATION: That the City Council approve and authorize the City Manager to recognize and approve a budget appropriation for FEMA Hazard Mitigation Grant Program funding for the Oxnard Wastewater Treatment Plant Generator Project (FEMA Project #DR-4353-189-036R) in the amount of $3,840,902.00 with a grant award (75% of the project costs) of $2,880,676.00 and a City match (25% of the project costs) of $960,226 from Wastewater Treatment Fund 621 for Project No. 186625.

6. Public Works Department

SUBJECT: Solenis LLC Purchase Order for Supply and Delivery of Anionic Polymer.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order #7966 with Solenis LLC, in the amount not to exceed $450,000 for a three-year term ending June 30, 2024, for supply and delivery of anionic polymer to the Oxnard Wastewater Treatment Plant. (Public Works and Transportation Committee approved 3-0.)

7. Public Works Department

SUBJECT: Approval of Fourth Amendment with NBS Government Finance Group for Assessment District Consulting Services.
RECOMMENDATION: That the City Council authorize the City Manager to:
1. Execute the Fourth Amendment to Agreement No. A-7950 with NBS Government Finance Group (NBS) in the amount of $113,000 for a total not-to-exceed amount of $1,123,765.42 to provide construction costs reimbursement and consulting services for Community Facilities District No. 2018-01 (Wagon Wheel); and
2. Approve a budget appropriation to recognize the developer's fund deposits and expenditures for $113,000 from the Wagon Wheel Community Facility District 2018-01 fund. (Public Works and Transportation Committee approved 3-0)

8. Finance Department

SUBJECT: Correction of a typo in the Agreement for State Administration of City Transactions and Use Taxes.

RECOMMENDATION: That the City Council authorize correction of a typographical error in the Agreement for State Administration of City Transactions and Use Taxes, executed with the California State Department of Tax and Fee Administration (CDTFA) on December 15, 2020.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello,* to

approve the Information/Consent items as presented. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, and Lopez voted in favor; the motion carried 6-0.

L. REPORTS

1. Finance Department

SUBJECT: FY 2019-20 Comprehensive Annual Financial Report and Summary Presentation.

RECOMMENDATION: That the City Council receive the FY 2019-20 Comprehensive Annual Financial Report (CAFR) and summary presentation from the City's external financial auditors, Eadie + Payne, LLP. (Presentation will be live upon consultant's request.)(Finance & Governance Committee approved 2-0.)

Kevin Riper, Chief Financial Officer, introduced Eadie + Payne financial auditors Don Ecker, Hong N. Nguyen, Mary Maxion, and Eden Casareno which gave a report. Discussion ensued among the Council and staff. No formal action was required.

2. Finance Department

SUBJECT: FY 2020-21 Budget Mid-Year Review and Appropriation Request.

RECOMMENDATION: That the City Council:
1. Receive an update on the latest FY 2020-21 revenue and expenditure projections for major funds;
2. Approve a budget appropriation request in the amount of $16,066,093 across 37 different funds for a combination of primarily capital expenditures and reductions, and also operational expenditures;
3. Adopt **Resolution No. 15-416** approving amendments to the position control resolution to modify staffing in several departments for a net increase of four positions;
4. Adopt **Resolution No. 15-417** approving amendments to the classification and salary resolution for the Information Technology Director and Paramedic classifications; and
5. Authorize changes to the list of equipment financed by the existing Bank of America line of credit for IT and Police Department equipment.

Kevin Riper, Chief Financial Officer, introduced Craig Hill from NHA Advisors. Mr. Hill gave a report. Public comments were received from Gabriel Teran, Pat Brown, and Lawrence Stein. Discussion ensued among the Council and staff.

*It was moved by Councilmember Basua, seconded by Councilmember Madrigal,* to approve the recommended action as presented. VOTE: MacDonald, Perello, Lopez, Zaragoza, and Madrigal, voted in favor; the motion carried 6-0.

3. City Manager Department

SUBJECT: Enterprise Resource Planning (ERP) System Annual Report (0/10/10)

RECOMMENDATION: That the City Council receive and file the Enterprise Resource Planning (ERP) System Annual Report.

Shiri Klima, Deputy City Manager, presented. No public comments were heard. Discussion ensued among the Council and staff.

*It was moved by Mayor Zaragoza, seconded by Councilmember Basua,* to approve the recommended action as presented. VOTE: Basua, Madrigal, MacDonald, Lopez, Perello, and Zaragoza, voted in favor; the motion carried 6-0.

ITEMS FOR FUTURE AGENDAS

Councilmember Perello requested a presentation regarding the costs of pensions.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 7:56 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES

OXNARD CITY OUNCIL

**Special Council Meeting**

February 4, 2021

A. ROLL CALL, POSTING OF AGENDA

At 5:03 p.m., Mayor Zaragoza called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bert E. Perello, and Mayor Pro Tem Bryan A. MacDonald were present via videoconference. Mayor John C. Zaragoza participated in person.

Councilmember Madrigal joined at 5:13 p.m. via videoconference.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk. Shiri Klima, Deputy City Manager, participated via videoconference.

B. OPENING CEREMONIES (5:00 PM)

The flag salute was followed by a moment of silence. After the flag salute and before the public comments, the City Manager gave a brief COVID update.

C. PUBLIC COMMENTS

Public comments were received from Dr. Natalie Cherlot, Noemi Valdes, Angel Garcia, Ray Blattel, Max Ghenis, Steven Nash, Manuel Herrera, Barbara Macri-Ortiz, Maryann Rodriguez, Chris Hernandez, Alejandra Valencia, Erik Fruth, Clay Downing, Alicia Percell, Greg Runyon, Armando Delgado, and Bluejay Mendoza.

D. REPORTS

1. City Attorney Department

SUBJECT: District 2 Council Vacancy.

RECOMMENDATION: That the City Council:

1. Interview the applicants to fill the vacancy in the District 2 City Council office. Candidates will be allotted 10 minutes each to address City Council.
2. City Council will consider public comments.
3. Appoint an applicant to fill the vacancy until the date of a special election held to fill the remainder of the term.
4. Adopt **Resolution No. 15,418** a resolution calling and giving notice of holding a special election on November 2, 2021 to fill the remainder of the District 2 City Council office term.
5. Adopt a **Resolution No. 15,419** requesting the Ventura County Board of Supervisors authorize the Ventura County Elections Division to render specified services to conduct the November 2, 2021 special election.
6. Adopt **Resolution No. 15,420** adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at the special election to be held November 2, 2021.

The City Attorney gave a report and answered questions.

The City Clerk made an announcement that Ms. Tai Hartley formerly withdrew her application. Mr. Vincent Stewart will not be able to participate in the presentation. However, he is still a valid applicant.

Candidates were allotted 10 minutes each to address City Council. The following applicants participated:

Lizanne M. Nanez, Justin Beranich, Gabriel Teran, Ricardo Torres, Christopher Taccone, Orlando Dozier, Veronica Robles-Solis, Enrique Petris, Alfred Velasquez, Pedro A. Chavez, Lawrence Samuel Barbarine.

**First Round of Votes, as follows**:

Mayor Pro Tem MacDonald: Gabriel Teran
Councilmember Perello: Ricardo Torres
Councilmember Basua: Veronica Robles-Solis
Councilmember Madrigal: Veronica Robles-Solis
Mayor Zaragoza: Gabriel Teran
Councilmember Lopez: Veronica Robles-Solis

**Vote: Robles-Solis= 3, Teran: 2, Torres=1**

**Second Round of Votes, as follows**:

Mayor Pro Tem MacDonald = Gabriel Teran
Councilmember Perello = Ricardo Torres
Councilmember Madrigal = Veronica Robles-Solis
Councilmember Basua = Veronica Robles-Solis
Councilmember Lopez = Veronica Robles-Solis
Mayor Zaragoza = Gabriel Teran

**Vote: Robles-Solis= 3, Teran: 2, Torres=1**

Motion "to suspend the rules" to eliminate from consideration applicants who received no votes and the fewest votes.

*A motion was made by Councilmember Perello to suspend the rules; seconded by Councilmember Basua.* Vote: MacDonald, Perello, Lopez, Zaragoza, Basua voted in favor. Councilmember Madrigal voted against; motion passed 5-1.

**Third Round of Votes was as follows**:
Mayor Pro Tem MacDonald = Gabriel Teran
Councilmember Perello = Gabriel Teran
Councilmember Madrigal = Veronica Robles-Solis
Councilmember Basua = Veronica Robles-Solis
Councilmember Lopez = Gabriel Teran
Mayor Zaragoza = Gabriel Teran

**Vote: Robles-Solis= 2, Teran: 4**

*It was moved by Councilmember Basua, seconded by Councilmember Lopez*, to appoint Gabriel Teran by majority vote, to fill the District 2 vacancy, until the date of a special election is held. VOTE: Basua, Madrigal, MacDonald, Lopez, Perello, Zaragoza voted in favor; the motion carried 6-0.

**Council's vote to approve the following items:**

4. Adopt **Resolution No. 15,418** a resolution calling and giving notice of holding a special election on November 2, 2021 to fill the remainder of the District 2 City Council office term.
5. **Adopt a Resolution No. 15,419** requesting the Ventura County Board of Supervisors authorize the Ventura County Elections Division to render specified services to conduct the November 2, 2021 special election.
6. **Adopt Resolution No. 15,420** adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at the special election to be held November 2, 2021.

The City Attorney made an announcement that County of Ventura provided subsequent information on the third resolution being adopted that the cost of a candidate statement is now estimated at $1,000.00, for the November 2, 2021 Special Election.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Lopez*, to approve items 4, 5, and 6. VOTE: Perello, MacDonald, Madrigal, Basua, Zaragoza, and Lopez voted in favor; the motion carried 6-0.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:33 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

# MINUTES
# OXNARD CITY COUNCIL
## Regular Meeting
## February 16, 2021

A. ROLL CALL, POSTING OF AGENDA

At 5:01 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Community Development Successor Agency, and Oxnard Financing Authority), in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Oscar Madrigal, Bert E. Perello, Gabe Teran, and Mayor Pro Tem Bryan A. MacDonald were present via videoconference. Mayor John C. Zaragoza participated in person.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Emilio Ramirez, Housing Director; Jason Benites, Police Chief; Kevin Bay, Commander; Alexander Hamilton, Fire Chief; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Eric Humel, Public Works Grants Coordinator; Omar Castro, Water Division Manager; Jan Hauser, Wastewater Division Manager; Scott Kolwitz, Interim Community Development Director; Kathleen Mallory, Planning & Sustainability Manager; Roger Brooks, Code Compliance Manager; Raja Bamrungpong, Interim IT Director; and Terrel Harrison, Cultural & Community Services Director.

Charles Genkel, Environmental Health Director and Graciela Garcia, Supervising Environmental Health Specialist with the Ventura County Health Division also participated via videoconference.

B. APPOINTMENT ITEMS (5:00 PM)

1. Information Technology Department

SUBJECT: Oxnard 311 - Performance Update Report.

RECOMMENDATION: That the City Council receive an update on the fourth year (and first half of year 5) performance of the Oxnard 311 Constituent Relationship Management System.

Michael Shaffer, IT GIS Coordinator, gave a report. No public comments were heard. No formal action was required.

C. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

D. CEREMONIAL ITEMS

1. SUBJECT: Oath of Office for City of Oxnard District 2 Council Member Appointee.

   Newly appointed Councilmember Gabriel (Gabe) Teran was sworn in by Rose Chaparro, City Clerk. Public comments were received from Manuel Herrera and Chris Hernandez.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence P. Stein, Steven Nash, Douglas D. Partello, and Chris Hernandez.

F. REPORT OF CITY MANAGER

1. City Manager Department

   SUBJECT: COVID-19 Update from Director of Emergency Services.

   RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

   The City Manager gave a report on the City's COVID-19 response. No formal action was required.

2. City Manager Department

   SUBJECT: Update on the code-enforcement and corn-vendor incident in South Oxnard.

   RECOMMENDATION: That the City Council receive and file an update from the City Manager.

   The City Manager provided an update report. Charles Genkel, Environmental Health Director and Graciela Garcia, Supervising Environmental Health Specialist with the Ventura County Health Division answered questions. No formal action was required.

G. CITY COUNCIL REPORTS

Councilmember Teran provided a report on the Neighborhood Council meetings he attended.

Councilmember Lopez also provided a report on the South Neighborhood Council and the Ventura County Airport Commission meetings she attended.

Councilmember Madrigal reported that he attended his uncle's funeral. He thanked the Lemonwood Neighborhood Council for reaching out to him and his aunt for the passing of his uncle. He also expressed his gratitude to the Fremont South, Fremont North, Kamala,

and Gisler Neighborhoods.

Councilmember Perello expressed his sympathies to Councilmember Madrigal for the loss of his uncle. Also attended the Ventura County Airport Commission meeting with Councilmember Lopez.

Councilmember Basua announced the partnership with the Ventura County Behavioral Health Department and the City of Oxnard, Suicide Prevention Campaign, during the Covid-19 pandemic. Thanked Chief Benites for his efforts and assistance.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-1 though J-9 were discussed among the Council and staff. Consent item J.8, only Agreements #A8284, #A8285, and #A8287 were approved. The remaining four agreements were moved and will be brought back to the next Council meeting.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None received.)

J. INFORMATION/CONSENT AGENDA

1. Community Development Department

SUBJECT: Fourth Amendment to Agreement #7690-16-DS with Rincon Consultants for On-Call Planning and Permit Processing Services.

RECOMMENDATION: That the City Council approve the fourth amendment to Agreement #7690-16-DS with Rincon Consultants (Rincon) for on-call planning and permit processing services in the amount of $300,000, bringing the total agreement cost to $1,650,000. (Community Services, Public Safety, and Housing & Development Committee approved 2-0; Council member Madrigal was absent.)

2. Public Works Department

SUBJECT: Amendments to General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services.

RECOMMENDATION: That the City Council authorize the Mayor to execute the following Amendments for general on-call geotechnical soils and material testing, laboratory services and inspection services:

1. First Amendment to Agreement A-8078 with Fugro USA Land, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 and extend the term date to December 31, 2021;
2. First Amendment to Agreement A-8079 with Leighton Consulting, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 with a term date of December 31, 2021; and
3. First Amendment to Agreement 8256-18-PW with Twining, Inc., to increase the contract by $100,000 for a new contract value amount of $350,000 with a term date of December 31, 2021. (Public Works and Transportation Committee approved 3-0.)

3. Police Department

SUBJECT: Amendment to Agreement 8233-18-PO to extend *LexisNexis Accurint* investigative software use.

RECOMMENDATION: That the City Council approve a five year amendment to agreement 8233-18-PO for the extension of the Accurint Virtual Crime Center Solution investigative software service from LexisNexis in the amount of $39,546 annually.

4. Public Works Department

SUBJECT: Amendments to On-Call Professional Services Agreements.

RECOMMENDATION: That the City Council authorize the Mayor to execute the following Amendments for on-call engineering and construction management services, including for example for Campus Park Activation and Central Park Fountain Control Room Renovation Projects as well as several Water and Wastewater capital improvement projects:

1. First Amendment to Agreement A-8154 with Kennedy/Jenks Consultants, Inc. to increase the contract by $400,000 for a new contract value amount of $1,150,000 with a term date of September 3, 2022; and
2. Fourth Amendment to Agreement 8231-18-PW with M6 Consulting Inc. to increase the contract by $200,000 for a new contract value amount of $650,000 and extend the term to February 28, 2022. (Public Works and Transportation Committee approved 3-0.)

5. City Manager Department

SUBJECT: First Amendments to Federal and State Lobbyist Agreements and **Resolution No.15,421** on Legislative and Court Opinion Advocacy Letters.
RECOMMENDATION: That the City Council:
1. Approve and authorize the Mayor to execute a First Amendment with HROD, Inc., John R. O'Donnell (A-8049) for federal lobbyist services for an increase of $196,200 for a total contract amount not to exceed $392,400 beginning January 14, 2021, through January 13, 2024;
2. Approve and authorize the Mayor to execute a First Amendment with Michael J. Arnold and Associates, Inc. (A-8050) for state lobbyist services for an increase of $48,000 for a total contract amount not to exceed $288,000 beginning January 14, 2021, through January 13, 2024; and
3. Adopt a resolution authorizing the City Manager in consultation with the Mayor and Mayor Pro Tem to prepare and to execute advocacy letters on the City's behalf to the State and federal government and authorizing the City Attorney in consultation with the Mayor and Mayor Pro Tem to prepare and to execute court publication or depublication advocacy letters on the City's behalf. (Finance and Governance Committee approved 2-0.)

6. Cultural & Community Services Department

SUBJECT: Agreement No. 9084-20-LI with SirsiDynix for the Integrated Library System Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five-year agreement (9084-20-LI) with SirsiDynix for $259,638.00.

7. Public Works Department

SUBJECT: Purchase Order to King Lee Chemical Company for Clean-in-Place Chemicals for the Reverse Osmosis Desalter Facility.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Purchase Order #7961 with King Lee Chemical Company in the amount not to exceed $118,734.45 for a three-year term ending February 28, 2023 for clean-in-place chemicals for the Reverse Osmosis Desalter Facility.

8. Public Works Department

SUBJECT: Agreements for Consulting Services for Wastewater and Recycled Water Treatment Process Support.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute agreements for the following wastewater and recycled water treatment process support consultant services:

1. Agreement A-8283 with Dudek in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
2. Agreement A-8284 with MV Engineering, LLC, in the amount not to exceed $125,000 for a three-year term ending February 16, 2024;
3. Agreement A-8285 with GHD, Inc., in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
4. Agreement A-8286 with KEH Group, Inc., in the amount not to exceed $100,000 for a three-year term ending February 16, 2024;
5. Agreement A-8287 with Kennedy/Jenks Consultants, Inc., in the amount not to exceed $175,000 for a three-year term ending February 16, 2024;
6. Agreement A-8288 with Separation Processes, Inc., in the amount not to exceed $125,000 for a three-year term ending February 16, 2024; and
7. Agreement A-8289 with Carollo Engineers, Inc., in the amount not to exceed $175,000 for a three-year term ending February 16, 2024.

9. City Attorney Department

SUBJECT: Bridge Jumping Ordinance Adoption.

RECOMMENDATION: That the City Council adopt Ordinance No. 2996 adding Article XXIII to Chapter 7 of the Oxnard City Code prohibiting bridge jumping.

City Manager Nguyen asked for an amendment to Consent item J.8, to only approve Agreements #A8284, #A8285, and #A-8287. The remaining four agreements will be brought to Council at the next meeting.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Perello,* to approve the Information/Consent items as amended. Items J-1 though J-9 were discussed among the Council and staff. Consent item J.8, only Agreements #A8284, #A8285, and #A8287 were approved. The remaining four agreements were moved

and will be brought back to the next Council meeting. VOTE: MacDonald, Perello, Basua, Madrigal, Zaragoza, Teran, and Lopez voted in favor; motion passed 7-0.

K. REPORTS

1. City Treasurer

SUBJECT: Quarterly Investment Report for the period ending December 31, 2020.

RECOMMENDATION: That the City Council receive and file the quarterly investment report.

The City Treasurer gave a report. No formal action was required

2. Fire Department

SUBJECT: Authorization to submit six (6) grant applications to Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $2,801,000 for the purpose of purchasing an Aerial Apparatus (Ladder Truck), gym equipment, and wellness training, Paramedic Certifications, medic monitors, Automated External Defibrillators (AED), Tactical Emergency Medical Services (TEMS) training and equipment, and handheld radios.

RECOMMENDATION: That the City Council adopt **Resolution No.15,422:**
1. That ratifies the submission of six (6) grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for $2,801,000, including a 10% local match, for the purpose of purchasing an aerial apparatus, gym equipment, wellness training, Paramedic Certifications, medic monitors, AEDs, TEMS training and equipment, and handheld radios;
2. That authorizes the City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. That authorizes Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2021-2022 for the use of match and grant funds and perform all other required financial actions; and
4. That authorizes the Fire Chief or designee to submit non-financial reports.

Alexander Hamilton, Fire Chief, presented. No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Madrigal*, to approve the recommended action as presented. VOTE: MacDonald, Perello, Lopez, Zaragoza, Madrigal, Teran, and Basua voted in favor; the motion carried 7-0.

3. Public Works Department

SUBJECT: Agreement for Construction Management Services for the Oxnard Wastewater Treatment Plant Reliability Improvement Project PW 20-102. (0/5/5)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8281 with Kennedy/Jenks Consultants, Inc. in the amount of $3,279,704 for construction

management services for the OWTP Reliability Improvement Projects; and
2. Approve $327,970 for Project contingency for construction management services for the OWTP Reliability Improvement Projects.

Tatiana Arnaout, City Engineer, was available to answer questions. No public comments were received. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua*, to approve the recommended action as presented. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; the motion carried 7-0.

4. Public Works Department

SUBJECT: Adoption of the Parks and Recreation Master Plan.

RECOMMENDATION: That the City Council approve **Resolution No.15,423** adopting the Parks and Recreation Master Plan (Master Plan).

Alexander Nguyen, City Manager, presented. Brian Yanez, Assistant Public Works Director and Parks and Recreation Commissioner Porier were available to answer questions. Public comments were received from Lawrence P. Stein, Douglas D. Partello, and Chris Hernandez. Discussion ensued among the Council and staff.

*It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Lopez*, to approve the recommended action as presented. VOTE: Lopez, Basua, Teran, Zaragoza, MacDonald, Perello, and Madrigal voted in favor; the motion carried 7-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 9:34 p.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

MINUTES

OXNARD CITY OUNCIL

**Special Meeting**

February 25, 2021

A. ROLL CALL, POSTING OF AGENDA

At 6:07 p.m., Mayor Zaragoza called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bert E. Perello, Gabe Teran, and Mayor Pro Tem Bryan A. MacDonald were present via videoconference. Mayor John C. Zaragoza participated in person.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; and Rose Chaparro, City Clerk.

Staff members that participated via videoconference were Ashley Golden, Assistant City Manager; Shiri Klima, Steve Naveau, Human Resources Director; Deputy City Manager; Emilio Ramirez, Housing Director; Jason Benites, Police Chief; Denise Shadinger, Assistant Police; Eric Sonstegard, Assistant Police Chief; Alexander Hamilton, Fire Chief; John Colamarino, Assistant Fire Chief; Brian Yanez, Assistant Public Works Director; Steve Howlett, Assistant Public Works Director; Tatiana Arnaout, City Engineer; Todd Vasquez-Housley, Environmental Resources Division Manager; Omar Castro, Water Division Manager; Jan Hauser, Wastewater Division Manager; Philip Schwieder, Streets Division Manager; Kevin Thompson, Parks Manager; Juanita Guzman, Administrative Services Manager; Vyto Adomaitis, Community Development Director; Jeff Pengilley, Assistant Community Development Director; Kathleen Mallory, Planning & Sustainability Manager; Kevin Riper, Chief Financial Officer; Adam Smith, Project Manager; Eden Alomeri, Billing and Licensing Director; and Raja Bamrungpong, Interim IT Director.

B. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

C. REPORT OF CITY MANAGER

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a report on the City's COVID-19 response. No formal action was required.

CITY COUNCIL REPORTS

Councilmember Basua announced the Oxnard Beach and Port Hueneme Beach clean-up events this Saturday, February 27, 2021, from 9:00 – 12:00 p.m., free parking on lot C.

Councilmember Lopez announced the County of Ventura Covid-19 vaccination site at the Southwinds Youth Center, located on Santa Clara Street, will be open as of Monday, March 1, 2021. Encouraged residents to schedule an appointment online. Also,

requested a moment of silence for Max Ortega.

D. REPORTS

City Manager Department

SUBJECT: Setting the City Council's 2021-2025 Five-Year Priorities.

RECOMMENDATION:

1. That the City Council set its 2021 – 2025 Five-Year Priorities, which will be adopted at a future City Council meeting.

Public comments were received from Adam Lopez, Angel Garcia, Tom Cady, Carolina Apodaca-Morales, Craid Rosen (Ventura County Arts Council), Mayra, Claudia, Lawrence P. Stein, Ray Blattel, Angela Whitecomb, Stephanie Hagwara (Oxnard Gem & Mineral Society), Nancy Lindhom, Christina L. Zubko, Sofia Vega, Odette Moran, Nidia Bello, and Pat Brown. Written comments were also received from Wendy Osher, Raymond Blattel, and Lawrence Stein.

At 10:00 p.m., a motion was made by Mayor Pro Tem MacDonald, seconded by Councilmember Perello; to continue the Council meeting past 10:00 p.m. VOTE: Basua, Madrigal, MacDonald, Teran, Lopez, Perello, and Zaragoza voted in favor; motion passed 7-0.

Alexander Nguyen, City Manager, presented. City Council heard public comment; reviewed the survey results for Economic Development, Quality of Life, Public Safety, Infrastructure and Natural Resources, and Organizational Effectiveness; reviewed staff recommendations; discussed and debated the 2021-2025 Five-Year Priorities.

City Council reviewed and set its 2021-2025 Five-Year Priorities which will be adopted at the March 16, 2021 City Council meeting. No formal vote was required at this time.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 12:31 a.m.

ROSE CHAPARRO
City Clerk

JOHN C. ZARAGOZA
Mayor

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.2**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

**SUBJECT:** Agreement #9201-21-CD with Rincon Consultants and Agreement #9202-21-CD with CSG Consultants, Inc. for On-Call Planning and Permit Processing Services.

## RECOMMENDATION

That the City Council approve Agreement #9201-21-CD with Rincon Consultants (Rincon) in the amount of $750,000 and Agreement #9202-21-CD with CSG Consultants, Inc. (CSG) in the amount of $250,000, for on-call Planning and Permit Processing Services for a period of three-years with up to two one-year extensions.

(Community Services, Public Safety, Housing & Development Committee approved 3-0)

## BACKGROUND

The City's current On-call Planning and Permit Processing Services contract with Rincon Consultants, Inc. (Rincon) will expire on September 30, 2021. The contract covered both the preparation of environmental documents and augmenting Planning staff by processing planning permits.

The City issued a Request for Proposals (RFP) in February 2021 for On-call Permit Processing and Planning Services. Two firms responded and both were selected. Rincon Consultants, Inc. (Rincon) was selected based on their extensive work with the City as well as their breadth and diversity in available staff. CSG was selected based on their proven ability to provide comprehensive Planning services based on an extensive work with a range of jurisdictions (i.e. Long Beach, Santa Ana, Huntington Beach, Garden Grove, Norwalk, Carson, and El Segundo) that address Oxnard's diverse characteristics.

## DISCUSSION

Contract planning staff, through on-call agreements (herein referred to as "contract planners"), are primarily used in the following capacities ("types of work"): a) augmentation of Planning staff for processing of development projects, and longer range or policy related work tasks; and b) assistance with interdepartmental projects and/or departmental project management. The use of contract planners through on-call agreements allows the Community Development Department the flexibility and most cost efficient way to respond quickly to these various types of work. Development is cyclical so having consultants rather than full-time staff can save the city money, especially when developers fully fund the costs of contract planners.

Over the past few years, contract planners have been utilized to work on the following development projects, which may include environmental work. These are funded through developer deposit planning permits, meaning the cost of the contract planners are paid for by the applicant:

*Development Project Based Contract Planning Needs*

Over the past few years, contract planners have been utilized to work on the following development projects. These are funded through developer deposit planning permits, meaning the cost of the consultant are paid for by the applicant:

- Sakioka Farms Implementation and Monitoring
- U-Haul of North Oxnard (2420 North Oxnard Boulevard - former Levitz site)
- Tru Hotel by Hilton (180 West Esplanade Drive)
- Wagon Wheel (Oxnard Boulevard & Wagon Wheel Road)
- Rio Urbana (2714 North Vineyard Avenue)
- Avalon Homes (Wooley Road & Edison Canal)
- Portofino Place (Fifth Street & Portofino Place)
- Teal Club (Ventura Road & Teal Club Road)
- Seabridge School Site/School District (2100 Tradewinds Drive)

As staff looks to the future, we recognize specific development projects are market driven and the City does not control the timing of applications; however, staff is positioning the City team to have access to a robust contract staff option in anticipation that large and or controversial development projects will be submitted to the City for processing over the life of the proposed contracts with Rincon and CSG. Anticipated projects which would be funded through developer deposit planning permits include:

- Sakioka Farms Developments for both permit processing and environmental review for specific projects
- Wagon Wheel (Oxnard Boulevard & Wagon Wheel Road)
- Rio Urbana Annexation (2714 North Vineyard Avenue)
- Seabridge School Site/School District (2100 Tradewinds Drive)
- Zócalo in South Oxnard (2400-2700 South Saviers Road)

The City has identified various projects which might be processed as City Department projects or with a public / private partnership. These projects may be best served by utilizing contract planners:

- Public Works Projects - Environmental documents (on going; fully funded by Public Works budget)
- Housing Department Projects - Environmental clearance documents (on going; fully funded by Housing Department budget)
- Multiple Departments - assistance with Investor Owned Utility renovation and finance programs (funded by Department) such as programs offered by Southern California Edison or the Clean Power Alliance or energy efficiency companies.

Planning staff is currently involved in managing a number of complex long range projects such as the 6th cycle Housing Element update, the Local Coastal Plan update, Ormond Beach Restoration Access Plan, Oxnard City Code / Zoning Code Clean Up, as well as planning efforts associated with the housing and sustainability related grant projects (Senate Bill 2 Housing/Planning Grant and Local Early Action Planning (LEAP) Grant), documents and research related to the new State mandates pertaining to Vehicle Miles Traveled (VMT), and updates to the City's environmental thresholds and guidelines. In the next few years, as a result of the Federal and State approaches and mandates to address climate change, sustainability, housing mandates, and other legislative changes, staff anticipates utilizing contract planners to assist in writing, applying for, and managing grant projects. The contract planners assigned to the City by Rincon have worked on the various longer range planning projects and grants and are uniquely qualified to continue assisting the City on these work tasks. Examples of projects currently underway and for which contract planning staff through Rincon are currently being utilized:

- VMT Mitigation program development and implementation (Fiscal Year - FY 2021-2022).
- 2021-2029 Housing Element implementation, including updates to Inclusionary Housing Ordinance (Ongoing).

- Senate Bill 2 Grant Projects (SB2 $625,000 awarded). Tasks include: assisting with 6th Cycle Housing Element site selection; infrastructure capacity analysis and study; and updates to the Oxnard City Code/Zoning Code in compliance with State law and stipulated requirements to further housing production and processing (June 30, 2022 grant timeline).
- Local Early Planning Action Grant (LEAP $500,000 awarded). Tasks include: assisting with environmental document preparation and review for 6th Cycle Housing Element update; project management for High Quality Transit Corridor and Business Research Park housing study and housing density analysis and capacity (June 30, 2023 grant timeline).
- Regional Early Action Planning Grant (REAP - funds awarded through Ventura County Council of Government - VCOG). Although work will primarily be paid for through the VCOG contract, corresponding implementation as needed through the City will require work efforts and actions (Dec. 31, 2023 grant timeline).
- Implementation of the Climate Action and Adaptation Plan (CAAP) (mid-2022).

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

**FINANCIAL IMPACT**

The cost of the agreements with Rincon and CSG for on-call services totals $1,000,000. The agreements will be funded by various funding sources, including the General Fund, developer deposits received to date and additional future deposits, grant funding, including SB2 and LEAP grants, General Plan Maintenance Fee funds (GPMF), and funding from other City departments for specific projects.

Planning collects permit revenue which helps to offset the contract expenses and their impact to the General Fund. In FY 2020-2021, Planning has collected $965,000 in permit revenue and $660,000 in General Plan Maintenance fee revenue, which totals approximately $1,625,000 or 111% of its total budgeted revenue. In FY 2019-2020, Planning collected a total of $1,211,560 in total General Fund revenue.

In light of the many above referenced different funding sources for this contract, the Community Development Department will continue to work with the Finance Department to ensure the availability of funds prior to assignment of each major task under the contracts.

**COMMITTEE OUTCOME**

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 22, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Scott Kolwitz, Planning Manager*

**ATTACHMENTS**

1. Agreement #9201-21-CD with Rincon Consultants
2. Agreement #9202-21-CD with CSG Consultants, Inc.

Agreement No. **9201-21-CD**

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Consultant: Rincon Consultants, Inc.

(3) Services: On-call permit processing services

(4) Schedule of Services:

(5) Agreement Ending Date: June 30, 2024 – with 2 -one year renewal options extending to June 30, 2026

(6) Total Agreement Amount: $750,000

(7) City's Project Manager: Kathleen Mallory, Planning & Sustainability Manager

(8) Consultant's Project Manager: Lilly Rudolph, Senior Program Manager

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

| *FOR CONSULTANT:* | *FOR CITY:* |
|---|---|
| 180 N. Ashwood Avenue<br>Ventura, CA 93003<br>Attn: Lilly Rudolph, Sr. Program Manager | 214 South C Street<br>Oxnard, CA 93030<br>Attn: Kathleen Mallory, Planning & Sust. Manager |

(11) Contact Emails:

| *CONSULTANT'S PROJECT MANAGER:* | *CITY'S PROJECT MANAGER:* |
|---|---|
| lrudolph@rinconsultants.com | Kathleen.mallory@oxnard.org |

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS-A)

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City.

Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is

valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall,

at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

28. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Agent
☐ _____, Buyer

**CONSULTANT**

Jennifer Haddow, Principal/ Vice President[2] Date 6/1/21

John F. Dreher Jr., President/CEO Date 6/1/21

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 5/25/21

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# SCOPE OF SERVICES EXHIBIT

Consultant will perform professional planning and technical administrative consulting services for the City, with primary responsibility to the Planning Division. Consultant anticipates that the following functions will be provided as an extension of City staff. Services may include:

- Processing discretionary and ministerial development projects;

- Providing public counter services, including but not limited to, answering general questions processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short Term Rentals permits;

- Answering questions from members of the community, stakeholder groups, developers, or other interested parties during regular business hours as an extension-of-staff (either at the City Hall Planning Counter or via teleconference/e-mail - whichever is preferred by the City);

-Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies. Analyzing development projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Map Act, Design Standards, applicable specific plans and other plans, policies and regulations. Reviewing project applications for Completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act as requested by City Planning Staff;

-Functioning as the project manager or staff planner on development projects;

-Researching, compiling and analyzing social, economic, environmental and associated data related to any project;

-Analyzing and updating City ordinances, regulations and code provisions;

-Preparing Environmental analysis and documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including but not limited to: Initial Studies, Exemptions, Addenda, Mitigated Negative Declarations, and Environmental Assessments; and managing other consultants selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's);

-Preparing letters, memos and/or staff reports and associated documents including approval/denial findings, resolutions, and conditions of approval for, but not limited to, the Development Advisory Committee, Community Workshops, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;

-Making presentations before, but not limited to, the Development Advisory Committee, Community Workshops, Neighborhood Councils, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Committees, City Council, LAFCo, California Coastal Commission , and/or other stakeholder organizations;

-Meeting with developers and other project proponents, such as property owners and other interested groups, for any project;

-Preparing grant applications and managing grants-funded projects, including grant reporting, in compliance with the terms of awarded grants;

-Assisting in management of cannabis program elements;

-Performing and coordinating review of planning studies and analysis;

-Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances; ordering the issuance of citations where appropriate;

-Reviewing plans, including but not limited to, planning architectural plans, landscape plans, photometric plans, civil plans and construction drawings as part of Planning entitlements and the building permit process ("plan checking");

-Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs;

-Providing quality control;

-Maintaining good record keeping;

-Performing additional services as assigned and directed by the Planning & Environmental Services Manager, Planning & Sustainability Manager, and/or Community Development Director related to other City activities or departments.

The Consultant team is prepared to maintain a physical presence at City Hall in accordance with local and state public health guidelines on an as-needed basis for the duration of this contract. This will create a consistent stream of communication between project applicants, City staff, and City decision makers. All contract planners will be equipped with laptops furnished by Consultant with sufficient software to conduct work as assisgned.

Together with City staff, the Consultant team will establish clear expectations regarding duration, cost, and deliverables prior to commencing all assignments. From kick-off to completion, Consultant will continuously communicate with City staff to confirm City direction, review project statuses, and immediately address unanticipated issues. This will provide Consultant consistent control of program costs, schedule, staffing, technical performance, and deliverables.

# RATES AND COSTS EXHIBIT

## Cost Proposal

| Name | Role | Hourly Rate | Notes |
|---|---|---|---|
| Jennifer Haddow | Principal-In-Charge | $200 | For consulting services as directed by staff. No fees incurred for administration, staff scheduling, or preparation of task orders |
| Lilly Rudolph | Project Manager | $180 | For consulting services as directed by staff. No fees incurred for administration, staff scheduling, or preparation of task orders |
| Sarah Lejeune | Contract Planner | $160 | |
| Hollee Winegar | Lead Planner | $140 | |
| Christopher Williamson | Contract Planner | $140 | |
| Sara Tistaert | Contract Planner/ CEQA analyst | $140 | |
| Steve Conner | Contract Planner | $130 | |
| Vernon Umetsu | Contract Planner | $130 | |
| Lisa Krause | Contract Planner | $130 | |
| Heather Davis | Contract Planner | $110 | |
| Veronica Ortiz-De Anda | Contract Planner | $100 | |
| Nate Doberneck | Contract Planner | $100 | |

## Reimbursable Expenses

| Direct Cost | Rates |
|---|---|
| Photocopies – Black and White | $0.20 (single-sided) & $0.40 (double-sided) |
| Photocopies – Color | $1.50 (single-sided) & $3.00 (double-sided) |
| Photocopies – 11 x 17 | $0.50 (B&W) & $3.30 (color) |
| Oversized Maps | $8.00/square foot |
| Digital Production | $15/disc and $20/flash drive |
| Mileage | Standard IRS Mileage Rates + 10% |

**Other direct costs** associated with the execution of a project that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

**Annual Escalation.** Standard rates subject to annual escalation based upon the Los Angeles/Long Beach/Anaheim metro area Consumer Price Index published by the Bureau of Labor Statistics.

**Payment Terms.** The City will make payment on a monthly basis, within 45 days after receipt of the invoice.

**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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER
Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

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

### COVERAGES

| | LIABILITY LIMITS IN THOUSANDS $ | |
|---|---|---|
| | EACH OCCURRENCE | AGGREGATE |
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ | | |
| ☐ | | |

### OTHER PROVISIONS

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

Name:
Address:

Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, 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.

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: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature
*(original signature required)*
Telephone: (____) Date Signed:

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

### LIMIT OF LIABILITY

**$ per accident, for bodily injury and property damage.**

### OTHER PROVISIONS

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

Telephone: ( )

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

### ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature
*(original signature required)*

Telephone: ( ) Date Signed

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: July 1, 2021

(2) Consultant: CSG Consultants, Inc.

(3) Services: On-call permit processing services

(4) Schedule of Services:

(5) Agreement Ending Date: June 30, 2024 – with 2 – one year renewal options extending to June 30, 2026

(6) Total Agreement Amount: $250,000

(7) City's Project Manager: Kathleen Mallory, Planning & Sustainability Manager

(8) Consultant's Project Manager: Ethan Edwards, ACIP, Director of Planning Services

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

| *FOR CONSULTANT:* | *FOR CITY:* |
|---|---|
| 3707 W. Garden Grove Blvd., Suite 100<br>Orange, CA 92868<br>Attn: Ethan Edwards, Director of Planning Svcs | 214 South C Street<br>Oxnard, CA 93030<br>Attn: Kathleen Mallory, Planning & Sust. Manager |

(11) Contact Emails:

| *CONSULTANT'S PROJECT MANAGER:* | *CITY'S PROJECT MANAGER:* |
|---|---|
| ethane@csgengr.com | Kathleen.mallory@oxnard.org |

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS-A)

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, reasonably acceptable to Consultant, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City.

Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is

valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall,

at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

28. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Dan Willhite, Purchasing Agent
☐ _____, Buyer

**CONSULTANT**

Cyrus Kianpour, President[2] Date 6/7/21

Nourdin Khayata, Secretary Date 6/7/21

ATTEST:

Rose Chaparro, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 5/26/21

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# SCOPE OF SERVICES EXHIBIT

Consultant will perform professional planning and technical administrative consulting services for the City, with primary responsibility to the Planning Division. Consultant anticipates that the following functions will be provided as an extension of City staff. Services may include:

- Processing discretionary and ministerial development projects;

- Providing public counter services, including but not limited to, answering general questions processing Zoning Clearances, Accessory Dwelling Unit Zone Clearances, Temporary Use Permits, Home Occupation Permits, and/or Short Term Rentals permits;

- Answering questions from members of the community, stakeholder groups, developers, or other interested parties during regular business hours as an extension-of-staff (either at the City Hall Planning Counter or via teleconference/e-mail - whichever is preferred by the City);

-Coordinating permit review with appropriate departments, commissions, consultants, and/or outside agencies. Analyzing development projects for compliance with the City's General Plan, Zoning Ordinance, Subdivision Map Act, Design Standards, applicable specific plans and other plans, policies and regulations. Reviewing project applications for Completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act as requested by City Planning Staff;

-Functioning as the project manager or staff planner on development projects;

-Researching, compiling and analyzing social, economic, environmental and associated data related to any project;

-Analyzing and updating City ordinances, regulations and code provisions;

-Preparing Environmental analysis and documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including but not limited to: Initial Studies, Exemptions, Addenda, Mitigated Negative Declarations, and Environmental Assessments; and managing other consultants selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's);

-Preparing letters, memos and/or staff reports and associated documents including approval/denial findings, resolutions, and conditions of approval for, but not limited to, the Development Advisory Committee, Community Workshops, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;

-Making presentations before, but not limited to, the Development Advisory Committee, Community Workshops, Neighborhood Councils, Downtown Design Review Committee, Community Development Director Hearings, Planning Commission, City Committees, City Council, LAFCo, California Coastal Commission, and/or other stakeholder organizations;

-Meeting with developers and other project proponents, such as property owners and other interested groups, for any project;

-Preparing grant applications and managing grant-funded projects, including grant reporting, in compliance with the terms of awarded grants;

-Assisting in management of cannabis program elements;

-Performing and coordinating review of planning studies and analysis;

-Preparing written records and reports of investigation and violations of zoning codes; providing on-site field verification documenting compliance and coordinating enforcement of zoning ordinances; ordering the issuance of citations where appropriate;

-Reviewing plans, including but not limited to, planning architectural plans, landscape plans, photometric plans, civil plans and construction drawings as part of Planning entitlements and the building permit process ("plan checking");

-Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs;

-Providing quality control;

-Maintaining good record keeping;

-Performing additional services as assigned and directed by the Planning & Environmental Services Manager, Planning & Sustainability Manager, and/or Community Development Director related to other City activities or departments.

Consultant is committed to serving the City of Oxnard as a seamless extension of staff. Consultant strives to adapt to the day-in and day-out procedures of the client jurisdiction, not only to take ownership of a project's tasks, but also to blend in with the department's culture. Consultant staff strives to develop and maintain good working relations with the client city departments as well as members of the public. Some of Consultant's staff currently perform as extension of a jurisdiction's staff by actively working in City Hall, holding regular office hours, and answering public inquiries by email, mail, or telephone; however, given current COVID-19 restrictions, Consultant can also provide all services remotely. All contract planners will be equipped with laptops furnished by Consultant with sufficient software to conduct work as assigned.

Consultant's quality assurance program includes assigning highly experienced technical and management staff to each project with constant, direct communication among all assigned staff throughout the entire process. Once the project manager feels that the document meets Consultant's high standards, the work product is given to the principal for review and final approval prior to submittal to the client. This method allows for review of the documents by management personnel during different periods of completion and allows for Consultant to provide client with a quality product.

# RATES AND COSTS EXHIBIT

Consultant's fee schedule is provided in the table below. Consultant will mail an invoice at the beginning of every month for services rendered during the previous month.

| REVIEW TYPE/ROLE | HOURLY RATE |
|---|---|
| Planning Technician | $105 |
| Assistant Planner | $125 |
| Associate Planner | $140 |
| Senior Environmental Planner | $155 |
| Senior Planner | $155 |
| Principal Planner | $170 |
| Planning Manager | $185 |
| Planning Director | $200 |

## Reimbursable Expenses

| Direct Cost | Rates |
|---|---|
| Photocopies – Black and White | $0.20 (single-sided) & $0.40 (double-sided) |
| Photocopies – Color | $1.50 (single-sided) & $3.00 (double-sided) |
| Photocopies – 11 x 17 | $0.50 (B&W) & $3.30 (color) |
| Oversized Maps | $8.00/square foot |
| Digital Production | $15/disc and $20/flash drive |
| Mileage | Standard IRS Mileage Rates + 10% |

**Other direct costs** associated with the execution of a project that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. The partner planner approach will not incur additional billing. On each anniversary of the contract start date, Consultant will initiate a rate increase based on the Los Angeles/Long Beach/Anaheim metro area Consumer Price Index published by the Bureau of Labor Statistics .

**Payment Terms.** The City will make payment on a monthly basis, within 45 days after receipt of the invoice.

**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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

***Certificates of Insurance***

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

***Endorsement Forms***

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER
Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

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

### COVERAGES

| | LIABILITY LIMITS IN THOUSANDS $ | |
|---|---|---|
| | EACH OCCURRENCE | AGGREGATE |
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ | | |
| ☐ | | |

### OTHER PROVISIONS

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

Name:
Address:

Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, 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.

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: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature
*(original signature required)*
Telephone: (____) Date Signed:

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER
Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

### LIMIT OF LIABILITY

**$ per accident, for bodily injury and property damage.**

### OTHER PROVISIONS

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

Telephone: ( )

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

### ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature
*(original signature required)*

Telephone: ( ) Date Signed

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.3**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

**SUBJECT:** Amendments to On-Call Professional Services Agreements.

## RECOMMENDATION

That the City Council authorize the Mayor to execute the following Amendments totaling $1,250,000 for on-call professional service agreements:

1. First Amendment to Agreement 8699-19-PW with Filippin Engineering, Inc. to increase the contract by $150,000 for a new contract value amount of $400,000 with a term date of September 3, 2022;
2. First Amendment to Agreement 8795-19-PW with Casamar Group, LLC to increase the contract by $300,000 for a new contract value amount of $500,000 with a term date of October 14, 2022;
3. Second Amendment to Agreement 8256-18-PW with Twining, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021;
4. Second Amendment to Agreement A-8079 with Leighton Consulting, Inc. to increase the contract by $250,000 for a new contract value amount of $600,000 with a term date of December 31, 2021; and
5. Third Amendment to Agreement A-8177 with Encompass Consultant Group, Inc. to increase the contract by $300,000 for a new contract value amount of $800,000 with a term date of October 1, 2022.

(Public Works and Transportation Committee approved 3-0)

## BACKGROUND

The City requires on-call professional services through consultants for specialized engineering services in order to complete various projects including street and utility improvements, facility updates, survey, construction management, soils and materials testing, labor compliance among other engineering services and technical assistance. The City has limited staff and resources to perform these services internally and therefore utilizes these outside service agreements.

The success of completing capital projects depends on having enough funds in these contracts to execute the projects in an efficient and timely manner. At this time, staff anticipates the existing funding in these contracts to be depleted by this summer, therefore this request for additional contract amounts is intended to keep the projects moving forward.

## DISCUSSION

These professional service agreements have a set fee schedule for the consultant services and work is assigned by task order after a quote is obtained for each assigned service. Each task order is then approved per current City standard practices.

Filippin Engineering, Inc. (Filippin) currently provides various services for the City under Agreement 8699-19-PW which was approved by City Council on September 3, 2019 in the amount of $250,000. A total of 6 task orders have been issued to Filippin under this Agreement primarily for construction management and inspection services. This Agreement with Filippin was originally for a three-year term ending September 3, 2022. At this time it is necessary to add additional funds in the amount of $150,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $400,000.

Casamar Group, LLC (Casamar) currently provides various services for the City under Agreement 8795-19-PW which was approved by the City Manager in October of 2019 in the amount of $200,000. A total of 22 task orders have been issued to Casamar under this Agreement primarily for labor compliance monitoring services. This Agreement with Casamar was originally for a three-year term ending October 14, 2022. At this time it is necessary to add additional funds in the amount of $300,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $500,000.

Twining, Inc. (Twining) currently provides various services for the City under Agreement 8256-18-PW which was approved by City Council on October 2, 2018 in the amount of $250,000. On February 16, 2021, City Council approved the First Amendment to extend the contract expiration date to December 31, 2021 and increase the contract amount to $350,000. A total of 6 task orders have been issued to Twining under this agreement primarily for materials and soils testing services. At this time it is necessary to add additional funds in the amount of $250,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $600,000.

Leighton Consulting, Inc. (Leighton) currently provides various services for the City under Agreement A-8079 which was approved by City Council on October 2, 2018 in the amount of $250,000. On February 16, 2021, City Council approved the First Amendment to extend the contract expiration date to December 31, 2021 and increase the contract amount to $350,000. A total of 6 task orders have been issued to Leighton under this agreement primarily for materials and soils testing services. At this time it is necessary to add additional funds in the amount of $250,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $600,000.

Encompass Consultant Group, Inc. (ECG) currently provides various services for the City under Agreement A-8177 which was approved by City Council on December 3, 2019 in the amount of $500,000. The City's Purchasing Manager approved the First and Second Amendments for contract language changes with no fiscal or term date impacts. A total of 16 task orders have been issued to ECG under this agreement primarily for civil design, survey and plan checking services. At this time it is necessary to add additional funds in the amount of $300,000 in order to continue providing the needed services through the contract term and increase the contract value amount to $800,000.

The tables below summarizes the contract amendments for Twining, Leighton, and ECG:

**Table 1 - Twining**

| **Twining, Inc. Agreement 8256-18-PW** | | | | | |
|---|---|---|---|---|---|
| **Agreement** | **Authorizing Agent** | **Date Approved** | **Term Date** | **Contract Value Change** | **New Contract Value** |
| Original | City Council | October 2, 2018 | June 30, 2021 | NA | $250,000 |

| | | | | | |
|---|---|---|---|---|---|
| First Amendment | City Council | February 16, 2021 | December 31, 2021 | +$100,000 | $350,000 |
| *Second Amendment** | *City Council* | *July 13, 2021* | *December 31, 2021* | *+$250,000* | *$600,000* |

**Pending Council approval*

**Table 2 - Leighton**

| **Leighton Consulting, Inc. Agreement A-8079** | | | | | |
|---|---|---|---|---|---|
| **Agreement** | **Authorizing Agent** | **Date Approved** | **Term Date** | **Contract Value Change** | **New Contract Value** |
| Original | City Council | October 2, 2018 | June 30, 2021 | NA | $250,000 |
| First Amendment | City Council | February 16, 2021 | December 31, 2021 | +$100,000 | $350,000 |
| *Second Amendment** | *City Council* | *July 13, 2021* | *December 31, 2021* | *+$250,000* | *$600,000* |

**Pending Council approval*

**Table 3 - Encompass**

| **Encompass Consultant Group, Inc. Agreement A-8177** | | | | | |
|---|---|---|---|---|---|
| **Agreement** | **Authorizing Agent** | **Date Approved** | **Term Date** | **Contract Value Change** | **New Contract Value** |
| Original | City Council | December 3, 2019 | October 1, 2022 | NA | $500,000 |
| First Amendment | Purchasing Manager | November 3, 2020 | October 1, 2022 | NA | NA |

| | | | | | |
|---|---|---|---|---|---|
| Second Amendment | Purchasing Manager | April 28, 2021 | October 1, 2022 | NA | NA |
| *Third Amendment** | *City Council* | *July 13, 2021* | *October 1, 2022* | *+$300,000* | *$800,000* |

**Pending Council approval*

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

**FINANCIAL IMPACT**

The total additional cost for these on-call professional services agreements is $1,250,000 and will be funded from various projects and funds dependent on budget availability. Work will be performed by task order based on the specific need and sufficient funding or project budget of the requesting department prior to commencing work.

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on June 22, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Filippin 1st Amendment 8699-19-PW
2. Filippin Engineering 8699-19-PW
3. Casamar 1st Amendment 8795-19-PW
4. Casamar 8795-19-PW
5. Twining 2nd Amendment 8256-18-PW
6. Twining 8256-18-PW Original and 1st Amendment
7. Leighton 2nd Amendment A-8079
8. Leighton A-8079 Original and 1st Amendment
9. ECG 3rd Amendment A-8177
10. ECG A-8177 Original, 1st and 2nd Amendments

**Agreement No. 8699-19-PW**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Filippin Engineering, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on September 3, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "$250,000" is hereby deleted and replaced with "$400,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**Filippin Engineering, Inc.**

Gino Filippin, President[2] Date

Janine Filippin, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: September 3, 2019

(2) Consultant: Filippin Engineering, Inc.

(3) Services: On-Call Engineering Services

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: September 3, 2022

(6) Total Agreement Amount: $250,000

(7) City's Project Manager: Tatiana Arnaout

(8) Consultant's Project Manager: Gino Filippin

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

345 – E S. Fairview Avenue
Goleta, CA 93117
Attn: Gino Filippin, President

*FOR CITY:*

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Tatiana Arnaout, Interim City Engineer

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

gino@fecivil.com

*CITY'S PROJECT MANAGER:*

tatiana.arnaout@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)

COUNCIL APPROVED
09-03-2019 I-8(2)
DATE

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

30. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

Tim Flynn 9/3/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion 9/4/19

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

9/4/19

Stephen M. Fischer, City Attorney (always required) Date

**FILIPPIN ENGINEERING, INC.**

Gino Filippin, President Date

Janine Filippin, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 7-11-19

**FILIPPIN ENGINEERING, INC.**

Gino Filippin, President Date 7/11/19

Janine Filippini
Janine Filippin, Secretary Date 7/10/19

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

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- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Construction Management.
2. Constructability Review.
3. Oversight of Construction Surveying and Material Testing.
4. Pre-Job Coordination and Administration Activities.
5. Understanding of standard details and specifications from:
   a. Caltrans.
   b. Greenbook.
   c. APWA.
   d. AWWA.
   e. City of Oxnard.
   f. County of Ventura.

6. Experience in documentation of activities through Daily Inspection Logs.
7. Construction Safety Orders.
8. Best Management Practices.
9. Inspection of:
   a. Traffic Control.
   b. Storm Water Prevention Measures.
   c. General Street Construction.
   d. Underground Utility Construction.
   e. Traffic Signal Installation.
   f. Landscaping and Irrigation Installation.
   g. Street Striping.
   h. Pipeline installation: sewer, recycled and potable.
   i. Wastewater projects.
   j. Water supply projects.
   k. Electrical.
   l. Architectural.
   m. Major building renovations.

10. Ability to work with utilities and public agencies in and adjacent to the City of Oxnard.
11. Understanding of environmental regulations relevant to construction activities.
12. Knowledge and understanding of the use of and requirements of federal documentation associated with federally-funded projects
13. Additional professional services offered by Consultant.

# RATES AND COSTS EXHIBIT

| **Engineering** | | **Construction Management** | |
|---|---|---|---|
| Engineering Technician | $ 85.00 | Assistant Construction Manager | $ 145.00 |
| Senior Engineering Technician | $ 105.00 | Associate Construction Manager | $ 158.00 |
| | | Senior Construction Manager | $ 178.00 |
| Junior Engineer | $ 138.00 | Principal Construction Manager | $ 188.00 |
| Assistant Engineer | $ 142.00 | Senior Construction Inspector (PW) | $ 140.00 |
| Associate Engineer | $ 148.00 | Chief Inspector/Owner's Rep (PW) | $ 145.00 |
| Senior Engineer | $ 178.00 | (PW) Prevailing Wage | |
| Principal Engineer | $ 188.00 | | |

| **General** | | | |
|---|---|---|---|
| Technical/Clerical Support | $ 78.00 | Sub-Consultant | Cost + 10% |
| Office Engineer | $ 98.00 | Reimbursable Expenses | Cost + 5% |
| Senior Program Manager | $ 180.00 | Outside Consultant | Cost + 10% |

Note 1: Reimbursable expenses include postage, shipping, outside plot and copy reproduction costs.

Note 2: On prevailing wage assignments, overtime rates for construction inspection = 1.3 X regular rate. Double time rates = 1.5 X regular rates. Overtime will not be performed unless authorized in writing by the client. Overtime is incurred as defined on the prevailing wage determination for construction inspector.

Note 3: Prevailing wage rates subject to change each year for multiple year contracts in conjunction with labor increases required by law.

Note 4: For mulityear agreements rates will increase at 2% each year other than prevailing wage as noted above.

| **PROFESSIONAL STAFF** | **HOURLY RATE** |
|---|---|
| Staff Professional | $ 125 |
| Senior Staff Professional | $ 135 |
| Project Professional | $ 145 |
| Senior Project Professional | $ 155 |
| Senior Professional | $ 170 |
| Associate | $ 185 |
| Principal | $ 215 |
| Senior Principal | $ 240 |

| **TECHNICAL AND OFFICE STAFF** | |
|---|---|
| Field Technician/Inspector - Non-Prevailing Wage, Straight Time | $ 95 |
| Field Technician/Inspector - Prevailing Wage, Straight Time | $ 105 |
| Construction Inspector | $ 110 |
| Construction Services Manager | $ 150 |
| Engineering Assistant | $ 110 |
| Office Assistant | $ 70 |
| Word Processor/Clerical | $ 75 |
| Laboratory Technician | $ 75 |
| Technical Assistant/Illustrator | $ 80 |
| Illustrator II | $ 85 |
| CADD Operator | $ 95 |
| GIS Technician | $ 95 |
| HSE Manager | $ 160 |

*Overtime Rates for Technical and Office Staff:*

a. Saturday or over 8 hours/day during weekdays ..... 1.5 x straight time
b. Saturdays over 8 hours or Sundays/holidays ..... 2.0 x straight time
c. Swing or graveyard shift premium ..... 1.3 x straight time

**HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS**

SMT/Fledermaus ..... $ 25/hr
GIS/ACAD ..... $ 25/hr
Finite Element/Finite Difference Packages ..... $ 25/hr

**OTHER DIRECT CHARGES**

Field vehicle with sampling & logging equipment ..... $ 200/day
Basic company vehicle ..... $ 100/day
Fee Schedule is subject to periodic revision, typically at the first of the year.

**LABORATORY AND SPECIALTY TESTING AND EQUIPMENT** ..... See Separate Schedules

**2.0** **Reimbursable Expenses.** Expenses, other than personnel time charges, that are directly attributable to the performance of our professional services are billed either under separate fee schedules or as follows:

2.1 Transportation in personal vehicles at Internal Revenue Service rates.

2.2 Authorized travel expenses at cost plus 10 percent.

2.3 Direct project expenses, other than travel, including, but not limited to, sample shipment, subcontractors, and outside reproduction, cost plus 10 percent.

2.4 Time of external personnel retained for the project is charged at an assigned billing rate comparable to others in our company of corresponding expertise and experience.

**3.0** **Other Services.** Projects may require other services, such as: field exploration, field or laboratory testing, or specialized computer services, which are not covered by this schedule. Fee schedules for other services can be provided upon request.

**4.0** The above hourly rates apply for California, U.S.A. based projects.

# CALIFORNIA PROJECTS
# LABORATORY AND MATERIALS TESTING

## CLASSIFICATION TESTS

| | |
|---|---|
| Moisture Content (ASTM D2216) | $ 25 |
| Moisture and Density (ASTM D2937) | $ 40 |
| - add for shelby tube with above tests | $ 25 |
| Reaction with HCl (ASTM D2488) | $ 10 |
| Irregular Shape Density (USACE) | $ 55 |
| Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318) | $ 170 |
| Specific Gravity (ASTM D854) | $ 120 |
| Organic Content (ASTM D2974) | $ 100 |
| Sand Equivalent (ASTM D2419) | $ 95 |
| Sieve Analysis, up to 8 sieves (ASTM D422) | $ 120 |
| - add for each additional sieve in stack | 10 |
| - add for coarse fraction (>#4 sieve) | $ 60 |
| Percent Passing #200 Sieve (ASTM D1140) | $ 80 |
| Hydrometer and Sieve (ASTM D422) | $ 165 |
| Processing Clay Shales (USACE) | $ 75 |

**Tests listed above include classification (ASTM D2488 or D2487)**

## VOLUME CHANGE TESTS

| | |
|---|---|
| Incremental Consolidation (ASTM D2435) | |
| - up to 8 load increments | $ 300 |
| - additional load increment | $ 30 |
| Constant Rate of Strain Consolidation | |
| - to 16 ksf max (ASTM D4186) | $ 425 |
| - with intermediate rebound and reload | $ 500 |
| Expansion Index (ASTM D4829/UBC 29-1) | $ 235 |
| Swell and Collapse Tests | |
| - wet after load, 4 point (ASTM D4546-A) | $ 600 |
| - wet after load, 1 point (ASTM D4546-B) | $ 160 |
| - load after wet, 1 point (ASTM D4546-C) | $ 200 |

## STATIC STRENGTH TESTS

| | |
|---|---|
| Hand Penetrometer | $ 15 |
| Torvane | $ 25 |
| Miniature Vane (ASTM D4648) | $ 50 |
| Miniature Vane with Residual | $ 55 |
| Unconfined Compression | |
| - Soil (ASTM D2166) | $ 110 |
| - Rock, excludes strain (ASTM D7012-C) | $ 140 |
| - Rock, with axial strain (ASTM D7012-D) | $ 210 |
| - add for radial strain | $ 125 |
| Triaxial Compression | |
| - Unconsolidated Undrained (ASTM D2850) | $ 145 |
| - add for back pressure saturation | $ 90 |
| - *Consolidated Undrained with pore pressure measurements, per point (ASTM D4767) | $ 440 |
| - *Consolidated Drained, per point (USACE) | $ 650 |
| Direct Shear, 3 points, (ASTM D3080) | $ 435 |
| - add for residual strength, per point | $ 50 |
| Point Load Index (ASTM D5731) | $ 60 |

*Multiply single point rate by 2 for up to 3 stages of consolidated, drained or undrained staged triaxial tests

## HYDRAULIC CONDUCTIVITY TESTS

| | |
|---|---|
| Constant Head, 2-3" Dia. (ASTM D2434) | $ 290 |
| Constant Head, 6" Dia. Includes remolding (ASTM D2434) | $ 375 |
| Flexible Wall (ASTM D5084) | $ 290 |
| - add for additional effective stress | $ 100 |

## CLAY PROPERTIES & CHEMISTRY TESTS

| | |
|---|---|
| Double Hydrometer (ASTM D4221) | $ 290 |
| Pinhole Dispersion (ASTM D4647) | $ 270 |
| Crumb Test (ASTM 6572) | $ 45 |
| X-Ray Diffraction | $ 300 |
| Soil Chemistry For Corrosion | |
| (pH, chloride, sulfate, resistivity) | $ 250 |
| pH (soil or water) | $ 30 |

## EARTHWORK TESTS

| | |
|---|---|
| Standard Proctor, 4 points (ASTM D698) | |
| - 4-inch mold | $ 210 |
| - 6-inch mold | $ 245 |
| Modified Proctor, 4 points (ASTM D1557) | |
| - 4-inch mold | $ 240 |
| - 6-inch mold | $ 275 |
| California Impact Compaction (Cal 216) | $ 250 |
| Moisture - Density Check Point | |
| - 4-inch mold | $ 80 |
| - 6-inch mold | $ 105 |
| - add for rock correction for above | $ 90 |
| Cement/ Lime Treatment | |
| - Moisture/Density Relation (ASTM D558) | $ 280 |
| - Wet & Dry Cycles, 2 spec., (ASTM D559) | $ 510 |
| - Strength, w/ molding, (ASTM D1633) | $ 95 |
| - Est. pH for Stabilization, (ASTM D6276) | $ 210 |
| Index Density and Unit Weight (ASTM D4253) | |
| Maximum | $ 315 |
| Minimum | $ 135 |
| R-Value (ASTM D2844/Cal 301) | $ 310 |
| Treated Soil | $ 325 |
| Aggregate Base | $ 335 |
| Base with Admixture | $ 350 |
| CBR, per point (ASTM D1883) | $ 340 |
| Proctor Compaction with above CBR | $ 210 |
| Surcharge for Admixture | $ 50 |
| Sample Preparation for Soil with PI>20 | $ 55 |

## AGGREGATE TESTS

| | |
|---|---|
| Sieve Analysis (ASTM C136/Cal202) | |
| - Coarse Aggregate | $ 70 |
| - add for samples > 5000g | $ 30 |
| - Fine Aggregate | $ 120 |
| Sand Equivalent (ASTM D2419/Cal 217) | $ 95 |

Cleanness Value (ASTM C142/Cal 227) ..... $ 150
Durability Index (ASTM C3744/Cal 229)
- Coarse Fraction ..... $ 140
- Fine Fraction ..... $ 140

Specific Gravity & Absorption
- Coarse Aggregate (ASTM C127/Cal206) ..... $ 80
- Fine Aggregate (ASTM C128/Cal 207) ..... $ 125

% Crushed Particles, per fraction
(ASTM D5821/Cal 205) ..... $ 100
Flat & Elongated Particles (ASTM D4791) ..... $ 180
Uncompacted Void Content of Fine Aggregate (AASHTO T304) ..... $ 200
Moisture Content (ASTM C566) ..... $ 60
Sulfate Soundness, per fraction
(ASTM C88/Cal 214) ..... $ 125
L.A. Abrasion 500 rev. (ASTM C131/Cal 211) ..... $ 215
Percent Passing #200 Sieve (ASTM C117) ..... $ 85
Unit Weight and Voids (ASTM C29/Cal 212) ..... $ 95
Organic Impurities (ASTM C40) ..... $ 50

## ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560/Cal 366) ..... $ 160
Lab Compacted Unit Weight
- each briquette (Cal 304/Cal 308) ..... $ 110
- surcharge for rubberized AC ..... $ 20

Unit Weight of AC Cores (Cal 308) ..... $ 65
Theoretical Max. S.G. (Cal 309) ..... $ 150
Extraction and Sieve (ASTM D2172/D5444) ..... $ 315
Asphalt Content by Ignition (Cal 382) ..... $ 150
Calibration Curve for Ignition Test ..... $ 300
Slurry Wet Track Abrasion (ASTM D3910) ..... $ 70

## CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression
- Each 6x12 or 4x8 Cylinder (ASTM C39) ..... $ 30
- Add for Elastic Modulus (ASTM C469) ..... $ 185
- Hold or Additional Test ..... $ 30
- Light Weight Concrete (CTM 548) ..... $ 40

Cylinder Molds with Lids ..... $ 8
Compression of Core (ASTM C42) ..... $ 90
Shrinkage of Mortar and Concrete 3 Bars
(ASTM C157) ..... $ 440
Unit Weight of Concrete Cylinders
- Air-Dried ..... $ 30
- Oven-Dried ..... $ 40

Shotcrete Panel, Lab Coring & Compression
- 3 cores (ASTM C42) ..... $ 375

Grout and Mortar Compression (ASTM C39)
- Grout ..... $ 45
- Mortar ..... $ 35

Composite Prism Compression (ASTM E447)
- 8x8 ..... Quote
- 8x12 ..... Quote
- 8x16 ..... Quote

CMU Block Compression (ASTM C140) ..... Quote
CMU Absorption & Moisture (ASTM C140) ..... $ 95
Concrete Moisture Emission Test Kit, each ..... $ 60
Rebar - Tensile and Bend (ASTM A-370) ..... Quote

## MISCELLANEOUS LABORATORY TESTS AND CHARGES

Sample Remold Surcharge ..... $ 50
Special Processing ..... Hourly Rates
Extrude Tube Sample and Visually Classify ..... $ 70
Sample Tube Cutting, each cut ..... $ 25
Sample Preparation - Non-Routine ..... $ 100
Steel Drum - 55 Gallon with Lid ..... $ 80
Gas Powered Generator ..... $ 80
Shelby Tube with Caps ..... $ 45
Addition of Soil Admixtures and Curing ..... $ 95
Capping of Strength Test ..... $ 40
Weight of Roofing Materials (ASTM D2829) ..... $ 50
Density of Sprayed Fireproofing Materials ..... $ 60
Static Friction Test
- Per Surface Location (ASTM C1028) ..... $ 375

Coring Equip/Bit Charge, per half day ..... $ 85
Bit Charge - Difficult Materials, per half day ..... $ 100
Specimen End Prep
- Less than 4" Diameter, per cut ..... $ 12
- 4" to 8" Diameter, per cut ..... $ 18

Special Capping of Specimen ..... $ 40
Patch or Grout Core Hole ..... $ 35
Photograph of Sample ..... $ 40
Additional Copies of Photographs ..... Cost + 15%
Local Site Pick up of Bulk or AC Sample
- within 30-mile radius, per sample ..... $ 60

## NOTES:

1) Fugro Consultants, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/(LEA).
2) The following are included at NO CHARGE:
   a) Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.
   b) Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
3) Rates for other tests and test variations, including mix designs, can be furnished on request.
4) Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
6) Shipping or other outside costs at cost +15%.
7) Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
8) Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
9) A surcharge of $1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

| | | |
|---|---|---|
| Mini RAE (PID/LEL/$CO_s$) Detector | $ | 150/day |
| Dynamic or Stainless Steel Penetrometer | $ | 50/day |
| Brass or Stainless Steel Sample Sleeves | $ | 8/each |
| Use of 10 Modified Cal. Sleeves | $ | 30/box |
| Keyed-Alike Locks | $ | 25/each |
| 55-gallon Drum | $ | 80/each |
| Field Filter | $ | 25/unit |
| Stainless Steel Hand-Auger Sampler | $ | 50/day |
| Teflon Tape - 4" roll | $ | 75/roll |
| Liquinox | $ | 23/bottle |
| Tyvek | $ | 15/each |
| Nitrile Gloves | $ | 20/box |
| Respirator Cartridges | $ | 10/set |
| Inclinometer Probe and Readout Device | $ | 185/day |

| | | |
|---|---|---|
| Rotary Hammer | $ | 40/day |
| CPN Corp. Hydroprobe | $ | 75/day |
| Double-Ring Infiltrometer | $ | 75/day |
| Downhole Soil Samplers (2½-inch California liner, SPT) | $ | 75/day |
| Kernlevel | $ | 20/day |
| 24-Channel Seismograph | $ | 1500/wk |
| Instantel Mini Mate Pro4 Vibration Monitor | $ | 150/day |
| Instantel Mini Mate Pro 6 Vibration Monitor | $ | 200/day |
| Larsen/Davis LXT Sound Monitor | $ | 120/day |
| Nuclear Gauge | $ | 50/day |
| Manometer | $ | 55/day |
| Asphalt/Concrete Patch | | Cost +15% |
| Baroid Drilling Fluid Test Kit | $ | 30/day |
| Conductivity Probe (in situ) | $ | 55/day |
| Fisher TW-6 Metal Detector | $ | 50/day |
| Gas Powered 120v Generator | $ | 80/day |
| Peristaltic Pump | $ | 50/day |
| Positive Displacement Pump | $ | 25/day |
| Temperature-pH-Conductivity Meter | $ | 25/day |
| Pressure Transducer | $ | 75/day |
| Water Level Indicator | $ | 20/day |
| Water Sampling Pump (Bladder Pump or Electric Submersible) | $ | 200/day |
| Well Bailer - Standard | $ | 25/day |
| Well Bailer - Disposable | $ | 15/each |
| 2-inch Diameter Water Meter | $ | 20/day |
| 4-inch Diameter Water Meter | $ | 40/day |
| Well Cap 2" | $ | 22/each |
| Digital Camera | $ | 25/day |
| Field Computer | $ | 30/day |
| Subcontracted Specialty Equipment | | Cost + 15% |

**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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (  ) _____

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

1. **INSURED.** The City, its officers, agents, 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.
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: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*
Telephone: (  ) _____ Date Signed: _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: (  ) Date Signed _____

**Agreement No. 8795-19-PW**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Casamar Group, LLC ("Consultant"). This First Amendment amends the Agreement entered into on October 15, 2019, by City and Consultant.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "$200,000" is hereby deleted and replaced with "$500,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**CASAMAR GROUP, LLC**

Joseph Garcia, Manager[2] Date

Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: October 15, 2019

(2) Consultant: CASAMAR GROUP, LLC

(3) Services: Compliance Monitoring and Reporting Services

(4) Schedule of Services: N/A

(5) Agreement Ending Date: October 14, 2022

(6) Total Agreement Amount: $200,000

(7) City's Project Manager. Tatiana Arnaout, Acting City Engineer

(8) Consultant's Project Manager: Joe Garcia

(9) Insurance Coverage: INS-B

(10) Addresses for Notice:

| *FOR CONSULTANT:* | *FOR CITY:* |
|---|---|
| 23335 Alamos Lane<br>Newhall, CA 91321<br>Attn: Joe Garcia | 305 W. Third Street<br>East Wing, 3rd Floor<br>Attn: Tatiana Arnaout |

(11) Contact Emails:

| *CONSULTANT'S PROJECT MANAGER:* | *CITY'S PROJECT MANAGER:* |
|---|---|
| jgarcia@casamargroup.com | tatiana.arnaout@oxnard.org |

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Insurance Exhibit (INS-B)

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

30. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

10/22/2019

☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

n/a

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

10-7-19

Stephen M. Fischer, City Attorney (always required) Date

**CASAMAR GROUP, LLC**

Joeseph Garcia, Manager[2] Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

n/a
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**CASAMAR GROUP, LLC**

Digitally signed by Joe Garcia
DN: l=Newhall, st=CA, c=US, o=Casamar Group, LLC, cn=Joe Garcia
Date: 2019.10.14 09:06:52 -07'00'

Joeseph Garcia, Manager[2] 10/14/2019 Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# SCOPE OF SERVICES EXHIBIT

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. Projects will include, but not be limited to, public buildings, housing, public work infrastructure and such other facilities as may be required. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Prepare materials for and attend pre-bid and pre-construction conferences to explain labor standards requirements to contractors. Provide technical assistance to contractors, as needed, to aid in completion of payroll forms.
2. Provide the most current and applicable wage determination information and provide this to the City for each contract.
3. Establish and maintain payroll files in conformance with standards established by the City and grantor agencies.
4. Review certified payroll records, confirming the accuracy of those records and verify compliance of all federal and state required forms and submittals. Notify prime contractor and City of any deficiencies in wages, overtime compensation, incomplete or inaccurate records and/or incomplete statements of compliance. Follow up on delinquent payrolls and wage underpayment in accordance with grant agency and City requirements. Provide technical assistance to contractors, as needed, to assist in completion of payroll forms.
5. Assist the City with contractors' applications for progress payments.
6. Monitor receipt of documents required by federal grant agencies, e.g. certificate of employee authorization and statement of fringe benefits and apprentice programs.
7. Conduct site visits which will include field interviews with all contractors and subcontractors, observation reports and photos. Verify interview results against submitted payrolls. Site visits to be made at random, without providing prior notification to contractor or subcontractors.
8. Investigate complaints and perform audits as needed, communicating with complainants, contractors and other agencies.
9. Provide DBE/WBE and other Disadvantaged Business Enterprise Programs verification reports upon the request of the City.
10. Provide Title VI verification and reports upon the request of the City.
11. Review labor standard provisions of contract specifications upon the request of the City.
12. Provide technical assistance and training of City staff to perform monitoring functions as may be requested.
13. Prepare periodic report on status of labor compliance documents as requested.
14. Meet with grantor agency and other government representatives and be prepared to respond to compliance issues, as needed. Provide team support to ensure timely response to request for on-site support and compliance monitoring.
15. Provide information on how any fees, fines and penalties that may be levied against any contractor or subcontractor by any federal, state or local agency as a result of these monitoring services is administrated by your firm. Immediately inform City of changes or developments regarding issues of federal or state compliance.

16. Provide team support within geographic location to ensure timely response to requests for on-site support and compliance monitoring.
17. Provide final report and all documentation to the City for storage upon project closeout.
18. Additional professional services offered by Consultant.

# RATES AND COSTS EXHIBIT

| Job Title | Task Description(s) | Hourly Rate |
|---|---|---|
| Project Principal | *Project Team Executive Administration, oversight of final deliverables to Agency* | $168.40 |
| Project Manager / *Senior Compliance Officer* | *Responsible for managing Project Team's execution of scope of service, maintaining schedule & budget* | $145.10 |
| *Compliance Analysts* | *Responsible for reviewing and auditing payroll & related labor law records* | $72.60 |
| *DBE/WBE Coordinator* | *Responsible for ensuring contractor compliance with DBE & Title VI requirements* | $88.03 |
| *CDBG "Section 3" Compliance Analyst* | *Responsible for ensuring compliance with HUD Section 3 new/local hire requirements including federal reporting* | $72.60 |

# INSURANCE EXHIBIT

Exhibit INS-B

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

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

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

City of Oxnard
Insurance Compliance
Reference No. 8795-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 <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 coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-B.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[x] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE<br>PRODUCTS COMP/OP AGG.<br>PERSONAL & ADV. INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED. EXPENSE (Any one person) | $1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000<br>$<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE | $1,000,000<br>$<br>$<br>$ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT<br>DISEASE-POLICY LIMIT<br>DISEASE-EACH EMPLOYEE | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | **OTHER** | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No. 8795-19-PW**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured
Retention (check which) of $ _____
with an Aggregate of $_____
coverage. ☐ Per Occurrence

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

## OTHER PROVISIONS

| COVERAGES | LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE | AGGREGATE |
|---|---|---|
| ☐ GENERAL | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

Underwriter=s representative for claims pursuant to this insurance.

**CLAIMS:**
Name: _____
Address: _____
_____
Telephone: (____) _____

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

**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.

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

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

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

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

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

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

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: Insurance Compliance**
**Reference No 8795-19-PW**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ()_____

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

1. **INSURED**. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:

   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: Insurance Compliance**
**Reference No.__ 8795-19-PW**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

**Agreement No. 8256-18-PW**

# SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Twining, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant. This Agreement has been previously amended on February 16, 2021 by a First Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the not to exceed amount of "$350,000" is hereby deleted and replaced with "600,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**TWINING, INC.**

Steven Schiffer, Sr. Vice President[2] Date

Amy Owens, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Twining, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as per **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). The City will request and assign work scopes as such work becomes available and each of these assignments are incorporated in full herein. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services



COUNCIL APPROVED
10/02/2018
DATE

The Services shall be coordinated with the City Engineer (**"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 the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed 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, Jeff Tawakoli, PE as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on, July 1, 2018, and expire on June 30, 2021.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the

Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. Non-basic services will be paid at an agreed upon task order quote amount after approval by Manager.

b. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference

c. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

f. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, 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 (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) 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 to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) 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 to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(2) 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. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

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

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and 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 Twining, Inc., 1879 Portola Road, Suite G, Ventura, CA 93003, Attention: Jeff Tawakoli, PE.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W Third Street, 3rd Floor, Oxnard, California 93030, Attention: Robert Hearne.

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.

[Signatures on next page]

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

**CITY OF OXNARD**

Tim Flynn 10/2/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

~~☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion 10/2/18

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

APPROVED AS TO FORM:

7/31/18

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

APPROVED AS TO CONTENT:

5.30-18

Robert Hearne, Project Manager (required for any agreement amount) — Date

5-30-18

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

~~Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more)~~ — Date

NA

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

NA

Mike More, Risk Manager (required for any agreement amount) — Date

**TWINING, INC.**

Robert Ryan, CEO — Date

Amy Owens, Secretary — Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

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

**CITY OF OXNARD**

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Robert Hearne, Project Manager (required for any agreement amount) — Date

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) — Date

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) — Date

**TWINING, INC.**

~~Robert Ryan, CEO~~ Steven Schuffer, VP — 8-24-18 Date

~~Amy~~ Owens, Secretary — 8-28-18 Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

# EXHIBIT A
# ON-CALL SERVICES
# SOILS & MATERIAL TESTING & INSPECTION SERVICES
# SCOPE OF SERVICES

## SCOPE OF SERVICES

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; and 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. Consultant 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 its 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, but not limited to, 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.

Agreement No. 8256-18-PW

# EXHIBIT B
## COMPENSATION RATES
## Fee Schedule for Basic Routine Services

Basic Personnel, Test, Equipment & Standard Items:

| MINIMUM CALL OUT RATE | RATES |
|---|---|
| 2 Hr. | Group 3 only - $116 |
| 4 hr. | Group 3 only - $116 |
| | |
| **EQUIPMENT** | |
| **Truck** | |
| Daily Rate | $ 55.00 |
| Hourly | $ 20.00 |
| Mileage Charge | $ 0.58 |
| | |
| **PERSONNEL** | |
| Principal | $ 185.00 |
| Sr. Engineer | $ 160.00 |
| Staff Geologist | $ 135.00 |
| **(Prevailing Wages Apply To the Following)** | |
| Technician 1- Soil/ Concrete | $ 100.00 |
| Technician 2- PW Inspector/ Batch Plant/Special Inspector | $ 110.00 |
| Technician 3- Non Destructive Testing | $ 120.00 |
| | |
| **TEST** | |
| 4" Curb- Max Density | $ 185.00 |
| 6" Curb- Max Density | $ 210.00 |
| | |
| **SOIL** | |
| Sand Equivalent | $ 115.00 |
| Sieve Analysis | $ 110.00 |
| Passing 200 Wash | $ 80.00 |
| Sieve With Hydrometer Analysis | $ 185.00 |
| R Value: | $ 310.00 |
| E.I. - Expansion Index | $ 160.00 |
| | |
| **SLURRY SEAL** | |
| Wet Track Abrasion Test | $ 150.00 |
| | |
| **ASPHALT** | |
| LTMD- Bulk Max Density 308 | $ 210.00 |
| Theoretical Max Specific Gravity 309 | $ 150.00 |

| | | |
|---|---|---|
| Extraction & Gradiation | $ | 200.00 |
| Stable Meter S Value | $ | 150.00 |
| Ignition Oven Value | $ | 175.00 |
| Core Density Test | $ | 48.00 |
| | | |
| **CONCRETE** | | |
| **Concrete Compression Test-** | | |
| 4" x 8" | $ | 22.00 |
| 6" x 12" | $ | 25.00 |
| cylinder pick-up | $ | 12.50 |
| | | |
| **MASONRY** | | |
| Compression Strength Grout | $ | 30.00 |
| Compression Strength Mortar | $ | 30.00 |
| Compression Strength Prism | $ | 160.00 |

# EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

**Exhibit INS-A**

**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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

City of Oxnard
Insurance Compliance
Reference No. 8256-18-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

5/18

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& listed sub-consultant |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.** 8256-18-PW
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Agreement No. 8256-18-PW

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

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

Name: _____
Address:

Telephone: (_____) _____

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

1. **INSURED.** The City, its officers, agents, 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.
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: Insurance Compliance**
**Reference No**8256-18-PW
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____
*(original signature required)*

Telephone: (____) _____ Date Signed: _____

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name:
Address:
Telephone: ( )

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No**8256-18-PW
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____ *(original signature required)*
Telephone: ( ) Date Signed _____

**Agreement No. 8256-18-PW**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16 day of Feb., 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Twining, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is hereby deleted and replaced with the date, "December 31, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$250,000" is hereby deleted and replaced with "350,000."

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

[Signatures on next page]

COUNCIL APPROVED
2/16/2021 J2(3)
DATE

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

**CITY OF OXNARD**

John Zaragoza 2-16-2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

R. Chaparro 2/16/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 1-18-21

Stephen M. Fischer, City Attorney (always required) Date

**TWINING, INC.**

Steven Schiffer, Sr. Vice President[2] Date

Amy Owens, Secretary Date

---

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

**CITY OF OXNARD**

2-19-2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

2/16/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**TWINING, INC.**

January 18, 2021

Steven Schiffer, Sr. Vice President[2] Date

January 19, 2021

Amy Owens, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**Agreement No. A-8079**

# SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant. This Agreement has been previously amended on February 16, 2021 by a First Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the not to exceed amount of "$350,000" is hereby deleted and replaced with "$600,000."

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

**LEIGHTON CONSULTING, INC.**

Thomas C. Benson, Jr., PE, GE, President and CEO[2] Date

Terry Brennon, CFO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 1st day of July, 2018, by and between the City of Oxnard, a municipal corporation (**"City"**), and Leighton Consulting, Inc., (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services and Inspection Services, as per **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**). The City will request and assign work scopes as such work becomes available and each of these assignments are incorporated in full herein. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services



COUNCIL APPROVED 10/02/2018 LB
DATE

The Services shall be coordinated with the City Engineer (**"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 the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed 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 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 the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on, July 1, 2018, and expire on June 30, 2021.

13. Termination

a. This Agreement may be terminated by City with or without cause and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the

Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant with or without cause and at no cost to the Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $250,000 for the Services at rates provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. Non-basic services will be paid at an agreed upon task order quote amount after approval by Manager.

b. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference

c. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

d. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

e. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

f. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, 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 (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Hold Harmless, Indemnity and Defense

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying services:

(1) 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 to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, allegations, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

(2) 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 to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than

Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

b. If Consultant does not provide any architectural, landscape architectural, engineering or land surveying services as the Services in this Agreement:

(1) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless 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. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(2) 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. For services under both 21a and 21b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager

waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-**A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

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

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and 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., 56 East Main Street, Suite 207, Ventura, Ca 93001 , Attention: Gareth Mills.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 W Third Street, 3rd Floor, Oxnard, California 93030, Attention: Robert Hearne.

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.

[Signatures on next page]

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

**CITY OF OXNARD**

Tim Flynn 10/2/18

☒ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

☒ ~~Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)~~

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

Michelle Ascencion 10/2/18

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

APPROVED AS TO FORM:

7/31/18

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

APPROVED AS TO CONTENT:

5.30.18

Robert Hearne, Project Manager (required for any agreement amount) — Date

5.30.18

Rosemarie Gagliene, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

~~Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more)~~ — ~~Date~~

~~Jesus Nava, Assistant City Manager~~ — ~~Date~~

APPROVED AS TO INSURANCE:

n/a

Mike More, Risk Manager (required for any agreement amount) — Date

**LEIGHTON CONSULTING, INC.**

Thomas C. Benson, Jr., PE, GE — Date
President and CEO

Terry Brennon — Date
CFO

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

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

**CITY OF OXNARD**

☐ Tim Flynn, Mayor (if agreement is $250,000.01 or more) — Date

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☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Robert Hearne, Project Manager (required for any agreement amount) — Date

Rosemarie Gaglione, Public Works Director (required if agreement is $25,000.01 or more) — Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager (if agreement is $250,000.01 or more) — Date

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager (required for any agreement amount) — Date

**LEIGHTON CONSULTING, INC.**

Thomas C. Benson, Jr., PE, GE — Date 8/16/2018
President and CEO

Terry Brennon — Date 8.20.2018
CFO

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

# EXHIBIT A
# ON-CALL SERVICES
# SOILS & MATERIAL TESTING & INSPECTION SERVICES
# SCOPE OF SERVICES

## SCOPE OF SERVICES

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; and 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. Consultant 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 its 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, but not limited to, 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

# EXHIBIT B
# COMPENSATION RATES
## Fee Schedule for Basic Routine Services

Basic Personnel, Test, Equipment & Standard Items:

| MINIMUM CALL OUT RATE | RATES |
|---|---|
| 2 Hr. | Group 3 only - $116 |
| 4 hr. | Group 3 only - $116 |
| | |
| **EQUIPMENT** | |
| **Truck** | |
| Daily Rate | $ 55.00 |
| Hourly | $ 20.00 |
| Mileage Charge | $ 0.58 |
| | |
| **PERSONNEL** | |
| Principal | $ 185.00 |
| Sr. Engineer | $ 160.00 |
| Staff Geologist | $ 135.00 |
| **(Prevailing Wages Apply To the Following)** | |
| Technician 1- Soil/ Concrete | $ 100.00 |
| Technician 2- PW Inspector/ Batch Plant/Special Inspector | $ 110.00 |
| Technician 3- Non Destructive Testing | $ 120.00 |
| | |
| **TEST** | |
| 4" Curb- Max Density | $ 185.00 |
| 6" Curb- Max Density | $ 210.00 |
| | |
| **SOIL** | |
| Sand Equivalent | $ 115.00 |
| Sieve Analysis | $ 110.00 |
| Passing 200 Wash | $ 80.00 |
| Sieve With Hydrometer Analysis | $ 185.00 |
| R Value: | $ 310.00 |
| E.I. - Expansion Index | $ 160.00 |
| | |
| **SLURRY SEAL** | |
| Wet Track Abrasion Test | $ 150.00 |
| | |
| **ASPHALT** | |
| LTMD- Bulk Max Density 308 | $ 210.00 |
| Theoretical Max Specific Gravity 309 | $ 150.00 |

| | | |
|---|---|---|
| Extraction & Gradiation | $ | 200.00 |
| Stable Meter S Value | $ | 150.00 |
| Ignition Oven Value | $ | 175.00 |
| Core Density Test | $ | 48.00 |
| | | |
| **CONCRETE** | | |
| **Concrete Compression Test-** | | |
| 4" x 8" | $ | 22.00 |
| 6" x 12" | $ | 25.00 |
| cylinder pick-up | $ | 12.50 |
| | | |
| **MASONRY** | | |
| Compression Strength Grout | $ | 30.00 |
| Compression Strength Mortar | $ | 30.00 |
| Compression Strength Prism | $ | 160.00 |

# EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Contractor must immediately notify City.
8. Contractor is not qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

**Exhibit INS-A**

**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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

City of Oxnard
Insurance Compliance
Reference No. A-8079
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

*Certificates of Insurance*

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

*Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG. $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& listed sub-consultant |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._ A-8079_**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Agreement No. A-8079

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

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

Name: ____
Address:

Telephone: (____)____

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

1. **INSURED.** The City, its officers, agents, 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.
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: Insurance Compliance**
**Reference No** A-8079
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____
*(original signature required)*

Telephone: (____)_____ Date Signed: _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name:
Address:
Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** *Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage* provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No** A-8079
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____ *(original signature required)*
Telephone: ( ) Date Signed _____

**Agreement No. A-8079**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16 day of Feb., 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Leighton Consulting, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 1, 2018, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2021," is hereby deleted and replaced with the date, "December 31, 2021."

2. In Section 14a of the Agreement, the not to exceed amount of "$250,000" is hereby deleted and replaced with "$350,000."

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

[Signatures on next page]

COUNCIL APPROVED
2/16/2021 J7(2)
DATE

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

**CITY OF OXNARD**

John Zaragoza Feb. 16, 2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

R. Chaparro 2/16/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 1-13-21

Stephen M. Fischer, City Attorney (always required) Date

**LEIGHTON CONSULTING, INC.**

Thomas C. Benson, Jr., PE, GE, President and CEO[2] Date

Terry Brennon, CFO Date

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[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**Agreement No. A-8079**

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

**CITY OF OXNARD**

Feb. 16, 2021

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

2/16/21

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**LEIGHTON CONSULTING, INC.**

January 15, 2021

Thomas C. Benson, Jr., PE, GE, President and CEO[2] Date

1.15.2021

Terrance M Brennan, CFO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President <u>and</u> of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**Agreement No. A-8177**

# THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ___ day of _____, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Encompass Consultant Group, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on October 1, 2019, by City and Consultant. This Agreement has been previously amended on November 3, 2020 by a First Amendment and on April 28, 2021 by a Second Amendment.

City and Consultant agree as follows:

1. In Section 6 of the Cover Page of the Agreement, the Total Agreement Amount Not to Exceed of "$500,000" is hereby deleted and replaced with "$800,000."

2. All references to Rates and Costs Exhibit A-1 are deleted and replaced with the attached Rates and Costs Exhibit A-2.

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

[Signatures on next page]

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**ENCOMPASS CONSULTANT GROUP, INC.**

Glen H. Pace, CEO[2] Date

James Fallon, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# RATES AND COSTS EXHIBIT A-2
## ENCOMPASS CONSULTANT GROUP
## RATE SHEET

### Engineering

| | |
|---|---|
| Designer | $95 |
| Senior Designer | $125 |
| Assistant Engineer I | $110 |
| Assistant Engineer II | $125 |
| Associate Engineer | $140 |
| Senior Engineer I | $155 |
| Senior Engineer II | $165 |
| Principal Engineer | $185 |

### General

| | |
|---|---|
| Technical/Clerical Support | $65 |
| Testimony (Trial or Deposition) | 2.5 x Hourly Rate |
| Special Consultant | $190 |
| *(Principal with specialized skills in engineering, geomatics or planning)* | |
| Outside Consultant | Cost + 10% |
| Reimbursable Expenses | Cost + 10% |

### Geomatics (Surveying & Mapping)

| | |
|---|---|
| Assistant Surveyor I | $110 |
| Assistant Surveyor II | $125 |
| Associate Surveyor | $140 |
| Senior Surveyor I | $155 |
| Senior Surveyor II | $165 |
| Principal Surveyor | $185 |
| One-Man Survey Crew | $165 |
| Two-Man Survey Crew | $235 |
| Three-Man Survey Crew | $290 |
| One-Man Survey Crew (Prevailing Wage) | $180 |
| Two-Man Survey Crew (Prevailing Wage) | $260 |
| Three-Man Survey Crew (Prevailing Wage) | $365 |

# SUBCONSULTANT BILLING RATES

## AE Group Mechanical Engineers, Inc.

| Classification | Hourly Rate |
|---|---|
| Registered Mechanical Engineer | $210 |
| Mechanical Engineering Assistants | $165 |

Note: These are the rates in effect in 2020, and are subject to change in the future.

## Budlong & Associates, Inc.

| Classification | Hourly Rate |
|---|---|
| Principal | $185 |
| Project Manager/Sr. Engineer/Sr. Designer | $175 |
| Designer | $160 |
| BIM / Revit | $120 |
| CAD | $105 |
| Administrative | $80 |
| **Commissioning (Cx)** | $160 |

Note 2: Rates subject to general revision 01/01/2021

## Lucci & Associates, Inc.

| Classification | Hourly Rate |
|---|---|
| Principal | $205 |
| Project Manager | $195 |
| Project Engineer | $165 |
| Design Engineer | $145 |
| Drafter | $115 |
| Word/Data Processing | $85 |

# SUBCONSULTANT BILLING RATES

## Hamner, Jewell, & Associates

| Classification | Hourly Rate |
|---|---|
| Managing Senior Associate | $286 |
| Senior Associates II | $145-190 |
| Senior Associates I | $140-165 |
| Associates II (Acquisition/Relocation) | $120-140 |
| Associates I (Acquisition/Relocation) | $95-120 |
| Contract Administrators | $120-150 |
| Project Coordinators | $95-135 |
| Transaction/Escrow Coordinators | $85-110 |
| Transaction Assistants | $60-75 |
| Assistants/Clerical Support | $40-50 |
| Appraisers | Lump Sum Fee per Appraisal Assignment |

## Jordan, Gilbert & Bain Landscape Architects, Inc.

| PERSONNEL CHARGES | Hourly Rate |
|---|---|
| Principal Landscape Architect | $145.00 |
| Associate Landscape Architect | $120.00 |
| Drafter / CAD | $90.00 |
| Certified Arborist | $100.00 |
| Clerical | $45.00 |
| REIMBURSABLE EXPENSES | |
| Printing Fees | Actual Cost +15% |
| Approved Consulting Fees | |
| When In Addition to Task Work | Actual Cost +15% |

Agreement No. **A-8177**

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: 10/01/2019

(2) Consultant: Encompass Consultant Group, Inc.

(3) Services: Providing On-Call Engineering and Surveying Consulting Services.

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above.

(5) Agreement Ending Date: 10/01/2022

(6) Total Agreement Amount: $500,000

(7) City's Project Manager: Tatiana Arnaout, Acting City Engineer

(8) Consultant's Project Manager: James Fallon, P.L.S., Principal Surveyor

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

333 N. Lantana St.
Camarillo, CA 93010
Attn: James Fallon, Secretary

*FOR CITY:*

305 W. Third St, East Wing, 3rd Fl
Oxnard, CA 93030
Attn: Tatiana Arnaout, Acting City Engineer

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

James.Fallon@ecgcivil.com

*CITY'S PROJECT MANAGER:*

tatiana.arnaout@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)

COUNCIL APPROVED
12/03/2019 K-9(1)
DATE

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been

completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

30. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

Tim Flynn 12/3/19

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

12/3/19

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

10-23-19

Stephen M. Fischer, City Attorney (always required) Date

**ENCOMPASS CONSULTANT GROUP, INC.**

10/22/2019

Glen H. Pace, Chief Executive Officer[2] Date

10/22/2019

James Fallon, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# SCOPE OF SERVICES EXHIBIT

## Engineering Scope of Work

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. The generation of complete set of plans, specifications and construction engineering estimates for City wide projects. Project types may include, but not be limited to:
   a. Bike and pedestrian facilities (bike lanes, pedestrian paths).
   b. City Park improvements- restrooms, parking lots, service roads.
   c. Preliminary engineering in support of grant applications (feasibility studies, draft applications, graphic attachments, benefit cost analysis).
   d. Traffic signal design (new signals, signal modifications, signal synchronization).
   e. Drainage improvement projects.
   f. Intersection modifications.
   g. Pavement maintenance projects.
   h. Sidewalk infill.
   i. Alley improvements.
   j. Pipeline design: sewer, recycled and potable.
   k. Wastewater projects.
   l. Water supply projects.
   m. Electrical.
   n. Architectural.
   o. Grant application support

2. Plan check and peer review.

3. Constructability review.

4. Coordination with utilities, special districts, and public agencies.

5. Preparation of project drawings in CAD.

6. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.

7. Additional professional services offered by Consultant.

**Surveying Scope of Work**

Professional Services under this agreement will be composed of task orders for each individual project assigned by the City. The task order proposal shall identify a concise description of the Scope of Work to be performed by the Consultant and how the Consultant plans on completing the Work and a schedule for completion of the Work. It is Consultant's responsibility to determine the best and most cost-effective method to complete the Work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Task orders will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by the City and Consultant for all services and under agreement amount. Task order funds will be encumbered based on quote provided to City by Consultant per task order. This Scope of Work will allow for additional professional services offered by Consultant and the services noted below shall not be restricted to those directly stated. The Scope of Work shall include, but not be limited to the following:

1. Provide map check, legal description check, corner record preparation and lot line adjustment review services.

2. The map checks shall include, but are not necessarily limited to:
   a. Review of survey documentation.
   b. Lot and boundary closure calculations.
   c. Dedications and easement provisions.
   d. Legal descriptions and completeness and accuracy of data notation.
   e. Review of completeness of submittals.
   f. Document submittal deficiencies and advise the City as necessary.
   g. Identify any additional reference materials required for a thorough map check.
   h. Parcel Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450.
   i. Final Map Approval - Sign and stamp City Surveyor's Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442.

3. Some of the specific items that shall be reviewed and/or map checked are as follows:
   a. Title sheet information.
   b. Current legal descriptions.
   c. Correct assessor's parcel being subdivided per the Title Report.
   d. Closure of subdivision boundary and individual lots.
   e. Verify lot areas.
   f. Check for correct mathematics.
   g. Proper delineation and identification of record data.
   h. All appropriate data in the Title Report is shown on the map.
   i. Proper reference to adjacent record maps is shown.
   j. Proper references and ties to found/set monuments are shown.
   k. Calculated, recorded, and measured distances agree, or variances are noted on the map.
   l. Verify ownership shown on the map against the Title Report.
   m. Compliance with the Subdivision Map act and City of Oxnard Subdivision Ordinance.

4. Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyors' Act, and conformance with current Title Report. Grant Deed, Easement Deed and other document forms that may be included in the review process. Legal description checks shall include, but are not necessarily limited to:
   a. Closure calculations.
   b. Legal description completeness.
   c. Review of completeness of deed exhibit map.
   d. Document submittal deficiencies and advise the City as necessary.
   e. Identify any additional reference materials required for a thorough deed check.
   f. Approval - Sign and stamp legal description legal description.

5. Corner Record Services Component. Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Ventura County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital improvement project is constructed or reconstructed. Corner record services shall include, but are not necessarily limited to:
   a. Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy.
   b. Prepare corner records.
   c. Approve - sign and stamp corner record for filing with County Surveyor's Office.

6. Lot Line Adjustment and Lot Merger Services Component services shall include, but are not necessarily limited to:
   a. Lot line adjustment and Lot Merger documents shall be reviewed or prepared at a minimum for compliance with the City of Oxnard Lot Line Adjustment and Lot Merger Requirements, the Subdivision Map Act, and the Land Surveyor's Act.
   b. Lot line adjustment and Lot Merger services include, but are not necessarily limited to:
      i. Review/prepare legal descriptions associated with lot line adjustments.
      ii. Civil Code 1093 clause on face of Legal description.
      iii. Acknowledgement (Notary Statement).
      iv. Exhibit A (Legal description of property being conveyed).
      v. Exhibit B (Sketch of legal description in Exhibit A).
      vi. Review/prepare Partial Reconveyance documents.
      vii. Review/prepare Modified Deed of Trust.
      viii. Review/prepare Owner's Certificate and Certificate of Holders of Record Title.
      ix. Review/prepare Notice Document (if applicable).
      x. Verify ownership shown on documents against the Title Report.

7. Field Services. Complete field services performed at the request of the City shall include, but are not necessarily limited to:
   a. Construction.
   b. Geodetic Control.
   c. Boundary.
   d. Right of way location.
   e. Monitoring I Subsidence surveys.
   f. Supplemental Ground Topography

8. Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.

9. Additional professional services offered by Consultant.

# RATES AND COSTS EXHIBIT

## ENCOMPASS CONSULTING GROUP

### Rate Sheet

**Engineering**

| | |
|---|---|
| Designer | $95 |
| Senior Designer | $125 |
| Assistant Engineer I | $110 |
| Assistant Engineer II | $125 |
| Associate Engineer | $140 |
| Senior Engineer I | $155 |
| Senior Engineer II | $165 |
| Principal Engineer | $175 |

**General**

| | |
|---|---|
| Technical/Clerical Support | $65 |
| Testimony (Trial or Deposition) | 2.5 x Hourly Rate |
| Special Consultant | $185 |
| *(Principal with specialized skills in engineering, geomatics or planning)* | |
| Outside Consultant | Cost + 10% |
| Reimbursable Expenses | Cost + 10% |

**Geomatics (Surveying & Mapping)**

| | |
|---|---|
| Assistant Surveyor I | $110 |
| Assistant Surveyor II | $125 |
| Associate Surveyor | $140 |
| Senior Surveyor I | $155 |
| Senior Surveyor II | $165 |
| Principal Surveyor | $175 |
| One-Man Survey Crew | $155 |
| Two-Man Survey Crew | $225 |
| Three-Man Survey Crew | $290 |
| One-Man Survey Crew (Prevailing Wage) | $180 |
| Two-Man Survey Crew (Prevailing Wage) | $250 |
| Three-Man Survey Crew (Prevailing Wage) | $365 |

**Planning**

| | |
|---|---|
| Assistant Planner | $100 |
| Associate Planner | $120 |
| Senior Planner | $135 |
| Principal Planner | $155 |

# INSURANCE EXHIBIT

Exhibit INS-A

## 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

City of Oxnard
Insurance Compliance
Reference No. A-8177
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.A-8177**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

**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.

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

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

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

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

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

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

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: Insurance Compliance**
**Reference No. A-8177**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*
Telephone: (____) _____ Date Signed: _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____) _____

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

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

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

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

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

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

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

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

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

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

**Agreement No. A-8177**

# FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ~~1st~~ 3rd day of November, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Encompass Consultant Group, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on October 1, 2019, by City and Consultant.

City and Consultant agree as follows:

1. All references to Rates and Costs Exhibit are deleted and replaced with the attached Rates and Costs Exhibit A.

2. The following shall be added to Section 5 Compensation.

   "In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Consultant shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Consultant shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Consultant shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as Exhibit B and incorporated herein by this reference."

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

[Signatures on next page]

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

**CITY OF OXNARD**

11/3/2020

☐ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ Rosemarie Gaglione, Public Works Director

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

FOR 10/22/20

Stephen M. Fischer, City Attorney (always required) Date

**ENCOMPASS CONSULTANT GROUP, INC.**

Glen H. Pace, CEO [2] Date

James Fallon, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**Agreement No. A-8177**

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

**CITY OF OXNARD**

☐ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ Rosemarie Gaglione, Public Works Director

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**ENCOMPASS CONSULTANT GROUP, INC.**

Glen H. Pace, CEO [2] 10/29/2020 Date

James Fallon, Secretary 10/29/2020 Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# RATES AND COSTS EXHIBIT A

## SUBCONSULTANT BILLING RATES

### AE Group Mechanical Engineers, Inc.

| Classification | Hourly Rate |
|---|---|
| Registered Mechanical Engineer | $210 |
| Mechanical Engineering Assistants | $165 |

Note: These are the rates in effect in 2020, and are subject to change in the future.

### Budlong & Associates, Inc.

| Classification | Hourly Rate |
|---|---|
| Principal | $185 |
| Project Manager/Sr. Engineer/Sr. Designer | $175 |
| Designer | $160 |
| BIM / Revit | $120 |
| CAD | $105 |
| Administrative | $80 |
| **Commissioning (Cx)** | $160 |

Note 2: Rates subject to general revision 01/01/2021

### Lucci & Associates, Inc.

| Classification | Hourly Rate |
|---|---|
| Principal | $205 |
| Project Manager | $195 |
| Project Engineer | $165 |
| Design Engineer | $145 |
| Drafter | $115 |
| Word/Data Processing | $85 |

**EXHIBIT B**

**PREVAILING WAGE EXHIBIT**

1. The Project defined in the Agreement between City and Contractor is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. They are also available at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. *See* Labor Code Section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days of the Agreement Ending Date listed in (6) of the Cover Page or the conclusion of the Project, whichever happens later, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor is not qualified to bid on, be listed in a Bid, or engage in the performance of any contract for public work, as defined in LC Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to LC Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the Agreement's term. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon

public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Contractor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees, agents, successors and assigns from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Contractor under this Section shall survive Agreement termination.

**Agreement No. A-8177**

# SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28 day of April, 2021, by and between the City of Oxnard, a municipal corporation ("City"), and Encompass Consultant Group, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on October 1, 2019, by City and Consultant. This Agreement has been previously amended on November 3, 2020 by a First Amendment.

City and Consultant agree as follows:

1. All references to Rates and Costs Exhibit A are deleted and replaced with the attached Rates and Costs Exhibit A-1.

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

[Signatures on next page]

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DocuSign Envelope ID: 795947E6-EB5A-450E-9280-30B13701D968



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

**CITY OF OXNARD**

DocuSigned by:
Daniel Willhite
D934F9551634488...

4/28/2021 | 3:27 PM PDT

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

N/A

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/23/21

Stephen M. Fischer, City Date
Attorney (always required)

**ENCOMPASS CONSULTANT GROUP, INC.**

Glen H. Pace, CEO[2] Date

James Fallon, Secretary Date

---

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.
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**Agreement No. A-8177**

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**CITY OF OXNARD**

☐ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

N/A

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 3/23/21

Stephen M. Fischer, City Date
Attorney (always required)

**ENCOMPASS CONSULTANT GROUP, INC.**

Glen H. Pace, CEO[2] Date

James Fallon, Secretary Date

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☐ Alexander Nguyen, City Manager
☒ Daniel Willhite, Purchasing Manager
☐ [name], Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**ENCOMPASS CONSULTANT GROUP, INC.**

Glen H. Pace, CEO[2] 4/13/2021
Date

James Fallon, Secretary 4/13/2021
Date

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# RATES AND COST EXHIBITS A-1
# ENCOMPASS CONSULTANT GROUP
# RATE SHEET

## Engineering

| | |
|---|---|
| Designer | $95 |
| Senior Designer | $125 |
| Assistant Engineer I | $110 |
| Assistant Engineer II | $125 |
| Associate Engineer | $140 |
| Senior Engineer I | $155 |
| Senior Engineer II | $165 |
| Principal Engineer | $185 |

## General

| | |
|---|---|
| Technical/Clerical Support | $65 |
| Testimony (Trial or Deposition) | 2.5 x Hourly Rate |
| Special Consultant | $190 |
| *(Principal with specialized skills in engineering, geomatics or planning)* | |
| Outside Consultant | Cost + 10% |
| Reimbursable Expenses | Cost + 10% |

## Geomatics (Surveying & Mapping)

| | |
|---|---|
| Assistant Surveyor I | $110 |
| Assistant Surveyor II | $125 |
| Associate Surveyor | $140 |
| Senior Surveyor I | $155 |
| Senior Surveyor II | $165 |
| Principal Surveyor | $185 |
| One-Man Survey Crew | $165 |
| Two-Man Survey Crew | $235 |
| Three-Man Survey Crew | $290 |
| One-Man Survey Crew (Prevailing Wage) | $180 |
| Two-Man Survey Crew (Prevailing Wage) | $260 |
| Three-Man Survey Crew (Prevailing Wage) | $365 |

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# SUBCONSULTANT BILLING RATES

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| Classification | Hourly Rate |
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| Word/Data Processing | $85 |

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## SUBCONSULTANT BILLING RATES

**Hamner, Jewell, & Associates**

| Classification | Hourly Rate |
|---|---|
| Managing Senior Associate | $286 |
| Senior Associates II | $145-190 |
| Senior Associates I | $140-165 |
| Associates II (Acquisition/Relocation) | $120-140 |
| Associates I (Acquisition/Relocation) | $95-120 |
| Contract Administrators | $120-150 |
| Project Coordinators | $95-135 |
| Transaction/Escrow Coordinators | $85-110 |
| Transaction Assistants | $60-75 |
| Assistants/Clerical Support | $40-50 |
| Appraisers | Lump Sum Fee per Appraisal Assignment |

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.4**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

**SUBJECT:** Operational Technical Services, LLC, Agreement A-8335 for On-Call Operations Support for Water, Recycled Water and Wastewater.

## RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8335 with Operational Technical Services, LLC, (OTS) in the amount not to exceed $400,000 for a three-year term ending July 20, 2024, for on-call operational support services for Water, Recycled Water and Wastewater Divisions.

(Public Works and Transportation Committee approved 3-0)

## BACKGROUND

### Water

The City of Oxnard Water Division is classified as a Distribution IV and Treatment IV system by the State Water Resource Control Board (SWRCB). The Water Division delivers over 20 million gallons per day of safe and reliable potable water supply to Oxnard customers. The City water system includes: 10 water wells, five (5) turnouts from the United Water Conservation District's Oxnard-Hueneme Pipeline system, one (1) turnout from the Calleguas Municipal Water District's water system, one (1) desalter facility, six (6) blending stations, and over 500 miles of transmission and distribution pipelines.

Per SWRCB regulations, the Water Division must have at minimum one (1) Grade III Water Treatment Operator as a shift operator and one (1) Grade IV or higher Chief Treatment Operator available at all times. In addition, one (1) Grade IV Chief Distribution Operator and one (1) Grade III Distribution Shift Operator (or higher) must be available at all times. Sufficient grade I/II/III operator staff is also needed. Water Treatment Operators work day shifts while maintaining unmanned operations at night with rotating on-call shifts. It is imperative that a backup staffing plan be in place for all shifts in the event of a catastrophe, pandemic, difficult recruiting vacancies, or unexpected emergency. Operational Technical Services, LLC will provide certified Grade I - Grade V operators should the Water Division exhaust all available staffing options.

### Recycled Water

The Oxnard Advanced Water Purification facility (AWPF) is classified as a class IV water/wastewater plant that treats secondary effluent from Oxnard's Wastewater Treatment Plant for beneficial reuse. The AWPF utilizes three primary advanced treatment processes, micro filtration, reverse osmosis, and ultra violet/advanced oxidation process. Current customers are industrial and agricultural.

Per SWRCB regulations, the AWPF must have one (1) Chief Plant Operator with a minimum certification of a Grade IV Water or Wastewater Certificate and at minimum one (1) Grade III Plant Operator available at all times.

**Wastewater**

The Oxnard Wastewater Treatment Plant (OWTP) is a regional Class V secondary treatment facility that treats approximately 19 million gallons of wastewater per day. Wastewater staff operate the facility 24 hours a day, year round. The treatment stages include: Preliminary Treatment; Primary Sedimentation; Secondary Biological Treatment; Equalization; Pumping; Anaerobic Digestion; Solids Processing; Cogeneration; and Emergency Backup Power.

Per state regulations The OWTP is required to employ a Grade V Chief Plant Operator, a Grade IV Plant Supervisor, and a Grade III certified operator on each shift. In addition, the OWTP must have sufficient Grade I/II certified operators to meet NPDES permit requirements at all times.

It is imperative that a backup staffing plan be in place for all shifts in the event of a catastrophe, pandemic, or unexpected emergency. Operational Technical Services, LLC will provide certified Grade I - Grade V operators should the OWTP exhaust all available staffing options.

## DISCUSSION

On January 28, 2021, the Purchasing Department on behalf of the Water and Wastewater Divisions, published Request for Qualification PW 21-52 for on-call operations support for Water, Recycled Water, and Wastewater. The solicitation sought to gain on-call emergency utility operations staffing for the Water and Wastewater Divisions. The evaluation panel consisted of the following: Water Division Manager, Water Operations Manager, Wastewater Division Manager, and Wastewater Operations Manager. A total of three (3) firms submitted qualifications:

- Operational Technical Services, LLC (OTS)
- Sam Hill & Sons, Inc.
- Water Talent, LLC

Staff determined that OTS was the most qualified submitter to provide these on-call services. The COVID-19 pandemic and potential future pandemics pose a great threat to the ongoing operations of the Water and Wastewater Divisions. During a viral outbreak, exposed staff have to be removed from their shift schedules while they quarantine. This leads to a temporary shortage of shift coverage and potential violation of permit requirements. As a result, a back-up on-call staffing plan was solicited where the City can utilize certified operators who are available on an as-needed basis. This on-call agreement will not be replacing or taking extra shift opportunities from established full-time employees. Furthermore, staff has confirmed that OTS meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

## STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

## FINANCIAL IMPACT

The cost for this Agreement with Operational Technical Services, LLC shall not exceed $400,000 for a three-year term for on-call services which will be on a task order basis. This agreement will be funded from the Recycled Water and Water Fund (601) and Wastewater Operating Fund (621). The spending plan of $135,000 is included in the FY 2021-22 Adopted Budget. The remaining balances will be requested in subsequent fiscal years.

| OTS Spending Plan | | | | |
|---|---|---|---|---|
| Division/Account | FY 2021-22 | FY 2022-23 | FY 2023-24 | TOTAL |
| Water 601-6010-842-82-09 | $45,000 | $45,000 | $45,000 | $135,000 |
| Recycled Water 601-6012-842-82-09 | $35,000 | $35,000 | $35,000 | $105,000 |
| Wastewater 621-6202-842-82-09 | $55,000 | $55,000 | $50,000 | $160,000 |

**COMMITTEE OUTCOME**

The Public Works and Transportation Committee approved 3-0 on June 22, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Omar Castro, Water Division Manager, Jan Hauser, Wastewater Division Manager*

**ATTACHMENTS**

1. Operational Technical Services LLC - A-8335

**AGREEMENT FOR TRADE SERVICES**
COVER PAGE

(1) Agreement Start Date: July 20, 2021

(2) Vendor: Operational Technical Services LLC

(3) Services: On Call Operational Support Services for the Water, Wastewater and Recycled Water Facilities

(4) Schedule of Services: The services must be completed within 1,095 calendar days of the Agreement Start Date listed above

(5) Agreement Ending Date: July 19, 2024

(6) Total Agreement Amount: $400,000

(7) City's Project Manager: Omar Castro, Water Division Manager

(8) Vendor's Project Manager: David S. Sibelman, Chief Operations Officer

(9) Insurance Coverage: INS-A

(10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

*FOR VENDOR:*

10250 Constellation Boulevard, Unit 03-115
Los Angeles, CA 90067
Attn: David Sibelman,

Chief Operations Officer

*FOR CITY:*

305 West Third Street, East Wing, Third Floor
Oxnard, CA 93030
Attn: Omar Castro, Water Division Manager

(12) Contact Emails:

*VENDOR'S PROJECT MANAGER:*

david@ots.com

*CITY'S PROJECT MANAGER:*

omar.castro@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☐ Schedule of Services Exhibit
☒ Living Wage Policy Exhibit
☒ Prevailing Wages Exhibit
☒ Insurance Exhibit (INS-A)

# AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ Buyer

ATTEST:

Rose Chaparro, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

for 5-11-21
Stephen M. Fischer, City Attorney (always required) Date

**OPERATIONAL TECHNICAL SERVICES LLC**

05/13/21
David S. Sibelman, COO, [2] Date

5/13/21
Shahnaz Levyjin, President/CEO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
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for 5-11-21
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Attorney (always required)

**OPERATIONAL TECHNICAL SERVICES LLC**

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[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

## LIVING WAGE POLICY EXHIBIT

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, Vendor 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 area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

**Exhibit 1**

**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS**
**EFFECTIVE JULY 1, 2020**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

**PREVAILING WAGES EXHIBIT**

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

# SCOPE OF SERVICES EXHIBIT

The purpose of this Contract is for the City to have the ability to fill unanticipated staffing needs in short notice as a result of sudden loss of staff due to illness, injury, or other events that may limit existing operators' ability to be present at treatment facilities. In addition, temporary staffing support may be special short-term projects where temporary contract operators will support existing operations staff. This contract shall not include long-term assignments or permanently replace existing operators. The Division Manager or Operations Manager for the respective Divisions shall be responsible for requesting contract operators through this contract.

Selected contractors shall guarantee that operators will be available to report to duty within 48-hours of the initial request for support. Qualifications and experience of proposed certified operators shall be submitted to Oxnard for review and approval as soon after initial contact as possible. Oxnard will approve proposed certified operators prior to starting an assignment.

**Task 1.0 – Project Management**
Provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to:

- Coordination and management of all consultant's sub-consultants
- Quality Assurance / Quality Control
- Project coordination meetings
- Monthly billing and related documentation

**Task 2.0 – Water, Wastewater, and Recycled Water Operations**
Provide as needed certified operations support services for the City's water, wastewater, and recycled water facilities. The operational classifications are as follows:

- Water treatment: T1 to T5 issued by the California Department of Drinking Water
- Water distribution: D1 to D5 issued by the California Department of Drinking Water
- Wastewater treatment: Grade 1 to Grade 5 issued by the California State Water Resources Control Board
- Recycled water treatment and indirect potable reuse: Grade 3 to Grade 5 Advanced Water Treatment Operator (AWTO) certification issued by American Water Works Association (AWWA) and California Water Environment Association (CWEA)

The operational services may include, but not be limited to:

- Daily drinking water, wastewater, recycled water treatment and direct potable reuse operations for all unit processes identified above
- Ability to provide operations support Monday through Sunday. Possible shift coverage includes:
    a. 7:00 am- 3:30pm
    b. 3:00pm- 11:30pm
    c. 11:00pm- 7:30am
- Ensure compliance with applicable permits and regulations
    a. Title 17 & Title 22 Drinking Water Regulations
    b. Wastewater Permit Order R4-2018-0140; NPDES No. CA0054097
    c. Title 22 Recycled Water Regulations
    d. AWPF ORDER R4-2020-0051
- Data collection and documentation
- Report development
- Operational evaluation and troubleshooting
- Daily maintenance functions
- Water quality sampling
- Process control operations

Use of City SCADA system for process control

**CONSULTANT REQUIREMENTS**

a) Consultant(s) shall meet the following requirements:

i. Compliance: Consultant shall comply with all applicable Federal, State and local laws and ordinances. This includes City insurance and indemnification requirements.

ii. Reporting: Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City. Reports shall include project status by deliverable or milestone and an issues log. Additional reporting may be required as needed.

# RATES AND COSTS EXHIBIT

| POSITIONS | LOCAL HOURLY RATE | TRAVEL HOURLY RATE (if over 30 miles from facility) |
|---|---|---|
| WW Operations Manager | $117.00 | $140.69 |
| Wastewater Collections Supervisor | $100.00 | $123.69 |
| Sr. Wastewater Collections Operator | $65.00 | $88.69 |
| Wastewater Collect Operator I | $60.00 | $83.69 |
| Wastewater Collect Operator II | $55.00 | $78.69 |
| | | |
| Sr. Wastewater Operator | $71.00 | $94.69 |
| Wastewater Operator III | $67.00 | $90.69 |
| Wastewater Operator II | $62.00 | $85.69 |
| Wastewater Operator I | $58.00 | $81.69 |
| | | |
| Sr. Water Distribution Operator | $68.00 | $91.69 |
| Water Distribution II | $63.00 | $86.69 |
| Water Distribution I | $55.00 | $78.69 |
| | | |
| Sr. Advanced Water Treatment Operator | $100.00 | $123.69 |
| Sr. Water Treatment Operator | $92.00 | $115.69 |
| Water Treatment Operator III | $78.00 | $101.69 |
| Water Treatment Operator II | $62.00 | $85.69 |
| Water Treatment Operator I | $58.00 | $81.69 |

**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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG . $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

### 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 | | |
| ☐ PRODUCTS/COMPLETED OPERATIONS | | |
| ☐ PERSONAL & ADVERTISING INJURY | | |
| ☐ FIRE DAMAGE | | |
| ☐ _____ | | |
| ☐ _____ | | |

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

Name: _____
Address: _____
_____
Telephone: (  ) _____

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

1. **INSURED.** The City, its officers, agents, 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.
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: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*
Telephone: (  ) _____ Date Signed: _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

### OTHER PROVISIONS

### LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (  ) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

### ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: (  ) Date Signed _____

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.5**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

**SUBJECT:** Agreement A-8330 with Carollo Engineers, Inc. for Studies Related to Food Waste Preprocessing and Implementation of Co-digestion Project PW 21-49.

**RECOMMENDATION**

That the City Council approve and authorize the Mayor to execute Agreement A-8330 with Carollo Engineers, Inc. in the amount not to exceed $246,744 and a term date of July 19, 2022 for professional services for the OWTP Reliability Improvement Projects.
(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

**BACKGROUND**

The State of California Department of Resources Recycling and Recovery (CalRecycle) has required the implementation of mandatory organic recycling (MORe) program for all jurisdictions in the State. To support the mandate, promote sustainability and generate renewable energy, this project proposes to perform a feasibility evaluation to preprocess City's organic waste and deliver it to the City's wastewater treatment plant anaerobic digesters for co-digestion. As part of the on-going OWTP Reliability Improvements the evaluation will assist in optimizing power generation at the plant.

**CIP Reference**

**Project Nos.** (186620, 18621, 186622, 186626) - Reliability Improvements at the Wastewater Treatment Plant Project - CIP 2021-2026 - Adopted May 18, 2021 – Page 162.

## DISCUSSION

The specific work for this project includes two phases:

Phase 1: Perform a feasibility evaluation for diversion of organic food waste into the City's wastewater treatment plant anaerobic digester

Phase 2: Perform a bench scale study to verify and update the feasibility evaluation findings

The request for proposals (RFP) PW 21-49 for the Project was published on January 28, 2021, and all proposals were due on February 18, 2021. The City received two (2) proposals and were reviewed by three (3) staff members consisting of the Wastewater Division Manager, the Wastewater Operations Manager, and a Senior Civil Engineer.

Carollo Engineers, Inc. was selected as the most qualified firm to complete the evaluation for the Food Waste

Preprocessing and Implementation of Co-digestion Project. The selection was based upon the firm's dedication to the field of wastewater treatment, co-digestion experience, and accomplished project team. Thus, staff recommends that the City Council award the contract for this project to Carollo Engineers, Inc. Staff has confirmed that Carollo Engineers, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

**FINANCIAL IMPACT**

The cost for this agreement with Carollo Engineers, Inc. is $246,744 for this phase of the Project and will be funded from the Wastewater Capital Fund (617-6631-826-8209) from available appropriations in Project 186626. The OWTP Reliability Improvement projects are being funded by the Clean Water State Revolving Fund Loan Wastewater Capital Fund (617) and the Wastewater Treatment Operating fund (621). As of July 1, 2021, there are $17,523,391 in total project appropriations.

| Project | Fund Number | Fund Name | Projects Appropriations as of July 1, 2021 |
|---|---|---|---|
| 186620 - Headworks Rehab & Odor Control | 621 | W/W TREATMENT OPERATING | $1,172,161 |
| 186621 - Digesters Rehab & Cleaning | 621 | W/W TREATMENT OPERATING | $358,226 |
| 186622 - Interstage & EFF Pump St Re | 621 | W/W TREATMENT OPERATING | $850,319 |
| 186626 - Site Piping Repl. | 621 | W/W TREATMENT OPERATING | $142,685 |
| 186626 - Site Piping Repl. | 617 | WASTEWATER CIP | $15,000,000 |
| | | TOTAL | $17,523,391 |

**COMMITTEE OUTCOME**

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. Carollo Engineers Inc. A-8330

**AGREEMENT FOR PROFESSIONAL SERVICES**
COVER PAGE

(1) Agreement Start Date: July 20, 2021

(2) Consultant: Carollo Engineers, Inc.

(3) Services: Project Management for Food Waste Preprocessing and Implementation of Co-digestion for the Anaerobic Digesters Project

(4) Schedule of Services: Schedule to complete work is approximately one (1) year from the Agreement Start Date listed above

(5) Agreement Ending Date: July 19, 2022

(6) Total Agreement Amount: $246,744

(7) City's Project Manager: Timothy Beaman, Senior Civil Engineer

(8) Consultant's Project Manager: Rashi Gupta, PE

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

*FOR CONSULTANT:*

Carollo Engineers, Inc.
3150 Bristol Street, Suite 500
Costa Mesa, California 92626
Attn: Rashi Gupta, PE

*FOR CITY:*

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Timothy Beaman

(11) Contact Emails:

*CONSULTANT'S PROJECT MANAGER:*

RGupta@carollo.com

*CITY'S PROJECT MANAGER:*

timothy.beaman@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Insurance Exhibit (INS-A)

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: PWinvoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by 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.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any

person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees. If it is finally adjudicated that liability was caused, in whole or in part, by the active negligence or willful misconduct of the City, Consultant may submit a claim for the reimbursement of attorney's fees and defense costs actually incurred by Consultant in proportion to the percentage of fault allocated to the City in a final determination.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime

at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. 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; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. 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. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. 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. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

28. Force Majeure. 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 are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. City's Responsibility. City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements. City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; and obtain or authorize Consultant to obtain or provide additional reports and data as required. Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing the Services.

39. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant's agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates due to the aforementioned unknown information.

40. Third Parties. The Services are intended solely for the benefit of the City. No entity other than the City, and no person other than City employees and agents, shall be entitled to rely on Consultant's performance of the Services.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**Carollo Engineers, Inc.**

Eric Mills, Senior Vice President [2] Date

Rashi Gupta, Vice President Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

# SCOPE OF SERVICES EXHIBIT

## Task 1: Program Management

1. Task 1.1 - Project Management, Project Schedule, and Monthly Invoicing:
    a. Consultant shall coordinate all efforts of the Project Team including representatives from the City of Oxnard Public Works (City). The Consultant shall facilitate regular Project progress meetings and provide monthly written updates on the Project status and budget.
    b. Consultant shall develop a project schedule at the beginning of the project that covers sub-tasks for both phases of the project. Project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.
    c. Consultant will review the City's EPA Grant Application and associated documents to identify inconsistencies with this Scope of Services and coordinate with the City to resolve those inconsistencies. The work plan included in the Project Plan in Task 1.4 will reflect this Scope of Services and the resolution of inconsistencies found during review of the City's EPA Grant Application and associated documents. City will provide Consultant with EPA Grant Application and associated documents within one (1) week of Notice to Proceed.
    d. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices shall comply with the standards set forth by the EPA. City will provide Consultant with EPA standards for invoices within one (1) week of Notice to Proceed. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and to PWInvoices@Oxnard.org.
    e. Subtask deliverables include monthly progress reports, project schedule, results from review of EPA Grant Application and associated documents, and monthly invoices delivered as *.pdf electronic files.
2. Task 1.2 - Project Kick-off Meeting and Progress Meetings:
    a. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's engineering and operations staff to discuss the scope and parameters of the Project. The Consultant shall prepare and distribute a draft agenda in advance of the Kick-off meeting for review and comment by the City. The Consultant shall prepare and distribute meeting minutes within three (3) business days of the Kick-off meeting.
    b. Consultant shall conduct monthly project status calls with City's Project Manager for the duration of the project.
    c. Consultant will also conduct project meetings and workshops with City staff to provide project progress, facilitate information sharing, and make decisions. Meetings and workshops will be held remotely. As part of the effort, the Consultant is responsible for developing meeting information and agendas prior to each meeting and meeting minutes within three (3) business

days following the meeting with complete action tracking log. Remote project meetings and workshops include:

i. Kickoff Meeting (2 hours),
ii. Three (3) Phase 1 Workshops (2 hours each),
iii. Draft TM Submittal Review Workshop (2 hours),
iv. Two (2) Phase 2 Workshops (2 hours each),
v. Four (4) Phase 2 Monthly Meetings (1 hour each),
vi. Final Draft TM Submittal Review Workshop (2 hours).

d. Subtask deliverables include meeting agendas, presentation materials, minutes, decision log, and action item log, all delivered as *.pdf and/or *.ppt electronic files.

3. Task 1.3 - Quality Assurance and Quality Control (QA/QC):
   a. The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City. The Consultant shall review and update the Draft Quality Assurance Project Plan (QAPP) previously submitted to the EPA. City will provide Draft QAPP within one (1) week of Notice to Proceed.
   b. Subtask deliverables include comment log delivered as an electronic file in spreadsheet format and updated QAPP delivered as *.pdf electronic file. QA/QC plan will be included in the Project Plan included in Task 1.4.
4. Task 1.4 - Project Communication, Project Coordination, and Document Management:
   a. Consultant shall develop a communications protocol to be followed by all team members.
   b. Consultant shall coordinate the services of sub-consultants and other project partners that ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
   c. The Consultant shall develop a document management plan that meets all EPA and grant requirements. City will provide Consultant with EPA and grant document management requirements within one (1) week of Notice to Proceed.
   d. Subtask deliverables include a Project Plan that includes work plan, QA/QC plan, communications protocol, and documentation plan delivered as *.pdf electronic file. The Project Plan will be submitted within two (2) weeks of the kickoff meeting.

**Task 2: Feasibility Study (Phase 1)**

The Consultant shall request and review pertinent and required existing reports, food waste generation data, record drawings, and condition assessments to complete a Feasibility Study. In addition the Consultant shall interview Operation's Staff on how the digesters and cogeneration (cogen) are currently

operating. Consultant will conduct a site visit to the OWTP and food waste collection center. During these site visits and through subsequent focused communications, Consultant will discuss current digestion and cogeneration operations with City's operations and maintenance staff and collect information required to better understand how the plant operates and the potential for additional cogen energy production.
Specific project scope elements, which are to be evaluated in the Feasibility Study include the following:

1. Task 2.1 - Food Waste Estimation and Preprocessing Alternative Evaluation
    a. The Consultant shall estimate the quantity of food waste available and evaluate food waste pre-processing and polishing technologies. Consultant will quantify current and projected food waste generation and perform alternative evaluations to establish a planning level layout and cost for a preprocessing facility.
    b. To estimate food waste generation, Consultant will request and review food waste generation data from the City's Environmental Resources (ER) Division and project future generation based on population estimates. Estimates of the amount of food waste that could be captured and recovered for co-digestion will be based on available data from operating food waste pre-processing programs and/or information from pre-processing technology providers.
    c. The alternative evaluations will include initial screening of three technology categories (hammer mill, waste separation press, and pulper) and a detailed cost and non-cost evaluation of three most viable technologies/process configurations. Evaluation will result in rankings for the technologies and highest ranked technology will be carried into subsequent economic analyses and the planning level layout. The following will be included in the alternative evaluation:
        i. Identify available space for installation of preprocessing and polishing equipment
        ii. Identify pretreatment technologies currently used to convert raw food waste into a debris-free slurry
        iii. Screen three technologies for detailed evaluation based on the quantity of food waste and other site specific requirements (including available digester volume)
        iv. Perform detailed evaluation of the three technologies using cost as well as qualitative factors (e.g. maturity of the technology, separation efficiency, flexibility for expansion, footprint area)
        v. Rank order the technologies based on the above
        vi. Develop planning level site layout for the highest ranked technology
        vii. Use the cost estimate for the highest ranked technology for subsequent economic evaluation
2. Task 2.2 – Condition and Capacity Assessment
    a. Consultant will estimate the existing and required capacity of the digestion, biogas, cogeneration, and dewatering facilities to handle food waste co-digestion, and update Consultant's previous condition assessment for these facilities. In this task, Consultant will

identify available capacity in these existing facilities for source separated food waste co-digestion and resulting biogas and biosolids under current (2021) conditions and at 2030.

b. Consultant will evaluate and estimate digester food waste loading rates, estimate the amount of food waste that could be handled by two and three digesters based on those loading rates, and project the resulting biogas and biosolids generated through desktop estimation. From this, Consultant will identify capacity limitations and required upgrades and new facilities within the solids processing train needed to effectively implement co-digestion and make beneficial use of the biogas. This assessment will consider the potential use of existing infrastructure suitable for continued use in existing or feasibly retrofitted condition. Consultant will estimate the planning-level cost of the required upgrades and new facilities and include in the subsequent cost/benefit analysis.

c. The condition assessment will focus on the visual and operational changes in major structural, mechanical, and electrical assets associated with the digestion, cogeneration, and dewatering systems that have occurred since completion of Consultant's Public Works Integrated Master Plan. Based on these changes, Consultant will update the relevant and associated findings of the Public Works Integrated Master Plan.

d. Consultant will also identify additional sampling and lab analyses to be conducted by the City.

3. <u>Task 2.3 – Energy Analysis</u>

a. The Consultant shall develop a model to determine hourly baseline energy production for the wastewater treatment plant, including existing biogas production rates and onsite cogeneration. Consultant will request and review the OWTP's hourly biogas production, energy production, energy consumption, SCE tariff structure, and SCE non-export interconnection agreement.

b. The Consultant shall evaluate energy usage at the plant and financial impacts of increased biogas production from the addition food waste. Consultant will develop a spreadsheet-based hourly energy model to evaluate changes in the OWTP's energy profile and associated financial impacts of food waste co-digestion.

c. The financial impacts shall include the City's non-export interconnection agreement with Southern California Edison.

4. <u>Task 2.4 – Cost/Benefit Analysis</u>

a. The Consultant shall prepare a preliminary cost-benefit analysis for the installation of the highest-ranked food waste pre-processing equipment and implementation of a co-digestion program. The analysis shall include capital and O&M cost estimates for the identified food waste pre-processing/polishing system, avoided food waste disposal cost to the private entity, upgrades to biogas treatment/co-generation systems, O&M costs for operation of a co-digestion system at the OWTP, cost of infrastructure upgrades, additions for co-digestion

at the OWTP, potential changes to sludge disposal costs, and electrical savings due to increased biogas production. The cost-benefit analysis shall consider two (2) scenarios:

i. The amount of food waste pre-processing required based on the capacity of the existing digesters and biogas handling capacity.
ii. The amount of food waste pre-processing required based on one future scenario (e.g. anticipated maximum food waste loading, projected wastewater sludge flow rate in 2030).

5. Task 2.5 – Regulatory Permitting Evaluation
    a. The Consultant shall identify the required regulatory permits related to processing equipment installation, operations, transportation and disposal of food waste during pre-processing, and co-digestion of food waste. The Consultant shall hold meetings between themselves, the City, and various regulatory agencies (e.g. CalRecycle, Air Quality Management District). The Consultant shall identify and contact solid waste management facilities that have recently installed food waste pre-processing technologies and wastewater treatment plants that recently implemented a co-digestion program to identify permit requirements for implementation of a food waste pre-processing and co-digestion program.
6. Task 2.6 – Technical Memorandum
    a. Following input from the City during Phase 1 workshops, Consultant will prepare a Draft Technical Memorandum (TM-1) that summarizes and documents the findings of the engineering evaluations performed under Tasks 2.1 through 2.5. Upon return of City comments on the draft document, a Revised TM-1 will be submitted. This TM-1 will be updated upon completion of Task 3 for inclusion in the Draft and Final Project Report.
    b. Subtask deliverables include the Draft and Revised TM-1 delivered as a bookmarked *.pdf electronic file.

**Task 3: Bench Scale Study (Phase 2)**

After Tasks 2.1 through 2.5 have been completed, the Consultant shall complete a Bench Scale Study to assess the following:

1. Task 3.1 – Source Separated Food Waste Characterization
    a. The Consultant shall obtain the necessary sample volume from the City's ER Division monthly for three (3) consecutive months. The sample shall be source separated organic waste, pre-processed using an appropriate technology, and stored in a cold room for the bench scale study.
    b. The extracted SSO food waste shall be analyzed for total and volatile solids, total and soluble COD, pH, alkalinity, ammonia, and carbon:hydrogen:nitrogen (CHN) content. In addition, respirometry tests shall be performed to evaluate digestibility and biogas production potential of the extracted organic waste.

c. Sample collection, storage, shipping will be in accordance with protocols developed for previous Water Environment Research Foundation (WERF) or Water Research Foundation (WRF) research.

2. Task 3.2 – Bench Scale Digestion
   a. Four, 10 liter, semi-continuous laboratory anaerobic digesters shall be operated for the time required for the reactors to reach steady state and then achieve a solids retention of time (SRT) of approximately 20 days.
   b. One of the reactors (control) shall receive only the wastewater sludge from the City at a VS loading rate at which the City's digesters are currently operated. The other three digesters shall receive wastewater sludge and varying amounts of food waste.
   c. The digesters shall be kept at a constant temperature of approximately 37 °C.
   d. The digesters shall be fed daily with the appropriate feed, and the systems shall be monitored for: influent and effluent total and volatile solids, total and soluble COD, pH, alkalinity, total nitrogen, phosphorus, gas production, gas methane content, and biogas odorants (e.g. H2S, methyl mercaptan). In addition to the analyses listed, Consultant will include the following tests to better assess potential digestion system impacts:
      i. Sludge Rheology/Viscosity
      ii. Foaming and Rapid Rise Test
   e. All tests such as solids and COD shall be performed according to the appropriate Standard Methods and replicates and the Draft QAPP to assure data quality.
3. Task 3.3 – Bench Scale Dewatering
   a. Upon conclusion of bench scale digestion, the digester contents shall be used for dewatering tests. The dewatering tests shall evaluate the capillary suction time, optimum polymer dose, the dewatering rates, and the cake solids that are achieved from each of the four bench scale digesters. The polymer currently used by the City for dewatering shall be used in these studies. Standard protocols developed as part of a previous WERF funded study shall be used. In addition, the filtrates shall be analyzed for turbidity, COD, ammonia cation levels and struvite formation potential.
4. Task 3.4 – Cake Odor Production
   a. Using the dewatered cake produced under Task 3.3, the effect of cake storage on odorant potential shall be analyzed by storing duplicate samples in 160 mL serum bottles at 25 °C, and measuring headspace odor causing chemicals (e.g. H2S, methyl mercaptan, methane) using standard protocols. This testing will occur for a minimum of 3 weeks.
5. Task 3.5 – Feasibility Study Update
   a. Based on the results of Tasks 3.1 through 3.4, Revised TM-1 shall be updated using the bench scale study data to refine the design and operating criteria for the co-digestion program. The economic analyses conducted in Task 2 shall be updated to evaluate the impact

of implementing a co-digestion program for the City with the refined design and operating criteria. The updated information will be incorporated into a Final TM-1 to reflect the updated cost/benefit analysis.

b. Subtask deliverables include the Final TM-1 delivered as a bookmarked *.pdf electronic file.

6. Task 3.6 – Project Report

a. Consultant will combine Final TM-1 and a summary of the bench scale study and its results into a Draft Project Report that will be submitted for City review. Upon return of City comments on the draft document, a Final Project Report will be submitted to the City for inclusion in documents to be submitted by the City to EPA under the project grant.

b. Subtask deliverables include the Draft and Final Project Report delivered as a bookmarked *.pdf electronic file.

**Assumptions**

This Scope of Services does not include the following:

- Site visits to currently operating pre-processing equipment installations.
- Laboratory analyses not specifically listed.
- Development of new process models for the OWTP.
- Inspection of any confined spaces, including but not limited to the OWTP digesters.
- Condition assessment beyond that specifically listed.

Consultant also assumes that all meetings and workshops will be conducted virtually in light of the COVID-19 pandemic. Site visits will be conducted in the field with the appropriate PPE and adherence to the City's and Consultant's COVID-19 policies.

# RATES AND COSTS EXHIBIT

| | | CAROLLO | | | | | | BUCKNELL UNIVERSITY | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task Description | | Lead Project Professional | Professional | Assistant Professional | Support Staff | CAROLLO SUBTOTAL HOURS | CAROLLO SUBTOTAL COST | Principal Investigator | Research Associate | Students | BUCKNELL UNIV SUBTOTAL HOURS | BUCKNELL UNIV LABOR COST | ODC's | TOTAL COST | TOTAL HOURS |
| Personnel Hourly Rate | | $ 274 | $ 217 | $ 166 | $ 129 | | | $ 204.75 | $ 57.75 | $ 15.75 | | | | | |
| **Task 1 – Program Management** | | | | | | | | | | | | | | | |
| 1.1 | Project Management and Project Schedule | 48 | | | | 48 | $ 13,152 | | | | 0 | $ - | $ 624 | $ 13,776 | 48 |
| 1.2 | Meetings, Workshops, and Site Visits | 40 | 78 | 14 | | 132 | $ 30,210 | 4 | | | 4 | $ 819 | $ 1,716 | $ 32,745 | 136 |
| 1.3 | QA/QC | 32 | 8 | | | 40 | $ 10,504 | | | | 0 | $ - | $ 520 | $ 11,024 | 40 |
| 1.4 | Project Coordination, Communication, and Document Management | 8 | 16 | | | 24 | $ 5,664 | | | | 0 | $ - | $ 312 | $ 5,976 | 24 |
| **Task 1 – Program Management Subtotal** | | **128** | **102** | **14** | **0** | **244** | **$ 59,530** | **4** | **0** | **0** | **4** | **$ 819** | **$ 3,172** | **$ 63,521** | **248** |
| **Task 2 – Feasibility Study (Phase 1)** | | | | | | | | | | | | | | | |
| 2.1 | Food Waste Estimation and Pre-processing Alternative Evaluation | 22 | 32 | 50 | 6 | **110** | $ 22,046 | | | | 0 | $ - | $ 1,430 | $ 23,476 | 110 |
| 2.2 | Condition and Capacity Assessment | 18 | 32 | 50 | | **100** | $ 20,176 | | | | 0 | $ - | $ 1,300 | $ 21,476 | 100 |
| 2.3 | Energy Analysis | | 20 | 42 | | **62** | $ 11,312 | | | | 0 | $ - | $ 806 | $ 12,118 | 62 |
| 2.4 | Cost/Benefit Analysis | 18 | 20 | 30 | | **68** | $ 14,252 | | | | 0 | $ - | $ 884 | $ 15,136 | 68 |
| 2.5 | Regulatory Permitting Evaluation | 4 | 8 | 10 | | **22** | $ 4,492 | | | | 0 | $ - | $ 286 | $ 4,778 | 22 |
| 2.6 | Technical Memorandum | 15 | 32 | 72 | 18 | **137** | $ 25,328 | | | | 0 | $ - | $ 1,781 | $ 27,109 | 137 |
| **Task 2 – Feasibility Study Subtotal** | | **77** | **144** | **254** | **24** | **499** | **$ 97,606** | **0** | **0** | **0** | **0** | **$ -** | **$ 6,487** | **$ 104,093** | **499** |
| **Task 3 – Bench Scale Study (Phase 2)** | | | | | | | | | | | | | | | |
| 3.1 | SSO Food Waste Characterization | | 4 | 8 | | **12** | $ 2,196 | 8 | 40 | | 48 | $ 3,948 | $ 2,466 | $ 8,610 | 60 |
| 3.2 | Bench Scale Digestion | | 6 | 8 | | **14** | $ 2,630 | 76 | 240 | 80 | 396 | $ 30,681 | $ 12,037 | $ 45,348 | 410 |
| 3.3 | Bench Scale Dewatering | | 4 | 8 | | **12** | $ 2,196 | 8 | 20 | | 28 | $ 2,793 | $ 996 | $ 5,985 | 40 |
| 3.4 | Cake Odor Production | | 4 | 8 | | **12** | $ 2,196 | 12 | 30 | | 42 | $ 4,190 | $ 471 | $ 6,857 | 54 |
| 3.5 | Feasibility Study Update | 2 | 4 | 17 | 4 | **27** | $ 4,754 | | | | 0 | $ - | $ 351 | $ 5,105 | 27 |
| 3.6 | Project Report | | 10 | 18 | 12 | **40** | $ 6,706 | | | | 0 | $ - | $ 520 | $ 7,226 | 40 |
| **Task 3 – Bench Scale Study Subtotal** | | **2** | **32** | **67** | **16** | **117** | **$ 20,678** | **104** | **330** | **80** | **514** | **$ 41,612** | **$ 16,841** | **$ 79,130** | **631** |
| **TOTAL HOURS WITHOUT OPTIONAL TASKS** | | 207 | 278 | 335 | 40 | 860 | $ 177,814 | 108 | 330 | 80 | 518 | -- | -- | -- | 1378 |
| **TOTAL COST WITHOUT OPTIONAL TASKS** | | $ 56,718 | $ 60,326 | $ 55,610 | $ 5,160 | - | $ 177,814 | $ 22,113 | $ 19,058 | $ 1,260 | - | $ 42,431 | $ 26,500 | $ 246,744 | - |
| **Optional Tasks** | | | | | | | | | | | | | | | |
| 2.3A | Energy Storage Evaluation | 2 | 16 | 22 | | 40 | $ 7,672 | | | | 0 | $ - | $ 520 | $ 8,192 | 40 |
| 2.3B | Blue Plan-it® Tool | 20 | 160 | 80 | | 260 | $ 53,480 | | | | 0 | $ - | $ 3,380 | $ 56,860 | 260 |
| 3.1A | Expanded SSO Food Waste Characterization | | 6 | 14 | | 20 | $ 3,626 | | | | 0 | $ - | $ 3,680 | $ 7,306 | 20 |
| 3.5A | Expanded Feasibility Evaluation | 24 | 54 | 43 | | 121 | $ 25,432 | | | | 0 | $ - | $ 1,573 | $ 27,005 | 121 |
| ~~**Optional Tasks Subtotal**~~ | | ~~**46**~~ | ~~**236**~~ | ~~**159**~~ | ~~**0**~~ | ~~441~~ | ~~**$ 90,210**~~ | ~~**0**~~ | ~~**0**~~ | ~~**0**~~ | ~~0~~ | ~~**$ -**~~ | ~~**$ 9,153**~~ | ~~**$ 99,363**~~ | ~~441~~ |
| ~~**TOTAL HOURS WITH OPTIONAL TASKS**~~ | | ~~253~~ | ~~514~~ | ~~494~~ | ~~40~~ | ~~1301~~ | ~~$ 268,024~~ | ~~108~~ | ~~330~~ | ~~80~~ | ~~518~~ | -- | -- | -- | ~~1819~~ |
| ~~**TOTAL COST WITH OPTIONAL TASKS**~~ | | ~~$ 69,322~~ | ~~$ 111,538~~ | ~~$ 82,004~~ | ~~$ 5,160~~ | - | ~~$ 268,024~~ | ~~$ 22,113~~ | ~~$ 19,058~~ | ~~$ 1,260~~ | - | ~~$ 42,431~~ | ~~$ 35,653~~ | ~~$ 346,107~~ | - |

# INSURANCE EXHIBIT

## Exhibit INS-A
## 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

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## INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

### *Certificates of Insurance*

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

### *Endorsement Forms*

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

INS-A.doc

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

**COVERAGES**

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $1,000,000<br>PRODUCTS COMP/OP AGG $1,000,000<br>PERSONAL & ADV. INJURY $1,000,000<br>EACH OCCURRENCE $1,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

**SUBMIT IN DUPLICATE**

| GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City") | ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|---|
| | | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ❒ PRODUCTS/COMPLETED OPERATIONS | | |
| ❒ PERSONAL & ADVERTISING INJURY | | |
| ❒ FIRE DAMAGE | | |
| ❒ _____ | | |
| ❒ _____ | | |

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

Name: _____
Address: _____
Telephone: (  ) _____

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

1. **INSURED.** The City, its officers, agents, 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.
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: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

## AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____
I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
Signature _____
*(original signature required)*
Telephone: (  ) _____ Date Signed: _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

### TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

### OTHER PROVISIONS

### LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( ) _____

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

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

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

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

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

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

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

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

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

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

### ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No._____**
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

### AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.6**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

**SUBJECT:** Annual Reports and Resolution on Development Impact Fees (AB1600) for Fiscal Years Ended June 30, 2018, June 30, 2019 and June 30, 2020 and Five-Year Report.

## RECOMMENDATION

That the City Council:

1. Receive and file the annual development impact fee reports (AB1600) for the fiscal years ended June 30, 2018, June 30, 2019 and June 30, 2020; and
2. Adopt a Resolution of the City Council making findings and reaffirming the necessity of certain Development Impact Fees.

(This item did not originate in Committee.)

## BACKGROUND

Development Impact Fees (DIF) are a monetary exaction, other than a tax or special assessment, which is charged by a local governmental agency to an applicant in connection with approval of a development project. These one-time fees are paid by new development to fund the cost of providing municipal facilities to serve that development. This authorization exists through the enactment of California Government Code sections 66001 through 66025 (also known as the "Mitigation Fee Act" and sometimes referred to as "AB1600"). The Mitigation Fee Act, adopted by the state of California in 1987, is premised on the concept that new development pays its own way, or, put another way, new development has to mitigate its own impacts on the system. It has since been amended by Assembly Bill 518 and Senate Bill 1693.

This process includes making a determination that there is a reasonable relationship between the purpose of the fee, the fee's use and the type of development project on which the fee is imposed. In order for DIF to be legally enforceable, a community must conduct an analysis that identifies anticipated growth that is related to infrastructure costs and apportion those costs to project development. This is distributed by type of development, square foot, dwelling unit, or per trip basis - with the intent that this impact fee type of distribution equitably mitigates the impact of development on City resources, amenities and infrastructure.

AB1600 requires that agencies report annually on the fees collected and the use of those fees.

The requirements are:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund;

4. Amount of fees collected and the interest earned during the previous year;
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete;
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan; and
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

Moreover, Government Code Section 66001 (d) requires that for the fifth year following the first deposit into a Development Impact Fee account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

1. Identification of the purpose to which the fees are to be put;
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
3. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvements identified as part of the City's annual report; and
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund.

**DISCUSSION**

Improvements to the City's infrastructure are identified to meet current needs and to accommodate future growth. The governing document identifying these improvements may be an Environmental Impact Report, a master plan, the results of a deficiency study, or a specific City Council action.

New development that benefits from a particular improvement pays its pro rata share of that improvement. Usually, the pro rata share (fee) collected does not fully fund the infrastructure deficiency and other City resources are included. When an improvement benefitting a property has been constructed by the City, the new development's pro rata share (fee) reimburses the City. If a developer has constructed an improvement, they receive reimbursement fees collected by the City from other developments. For relevant projects, the attached reports show how much of the project was funded with fees. The dates of improvement are dependent upon the rate of development and the collection of sufficient revenues to complete the improvement.

This action reports annual fee information as required by the California Government Code for the respective fiscal year balances and identifies constructed improvement as well as future improvements to be constructed using retained fee revenues.

The City Council last approved the required annual report on these development impact fees on July 10, 2018 for the fiscal year ended June 30, 2017. The City has contracted with Harris & Associates, Inc. to prepare the required AB1600 Reports for the fiscal years ending June 30, 2018, June 30, 2019 and June 30, 2020. The attached reports provide all of the required information and will satisfy the annual reporting requirements for the respective fiscal years as well as the five-year reporting requirement.

**STRATEGIC PRIORITIES**

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on

March 16, 2021.

**FINANCIAL IMPACT**

There is no direct financial impact to file these reports and approve the resolution.

AB 1600 allows a local agency to impose fees in connection with approval of a development project to defray all or a portion of the cost of public facilities related to the development project. If the local agency does not identify a specific use for the funds collected or uses of the funds for the specified public facility, it is required to refund, on a pro rata basis to the current record owner(s), the unexpended portion of the fee and any interest accrued thereon.

**COMMITTEE OUTCOME**

This item did not originate in Committee.

*Prepared by: Juanita Guzman, Administrative Services Manager*

**ATTACHMENTS**

1. AB1600 Resolution
2. FY 17-18 Report
3. FY 18-19 Report
4. FY 19-20 Report and 5-Year Report

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD MAKING FINDINGS REGARDING UNEXPENDED DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2019-2020

WHEREAS, Government Code Sections 66000 et seq., commonly known as the Mitigation Fee Act, regulate the imposition, collections, expenditure, and reporting of development impact fees; and

WHEREAS, Government Code Section 66001 requires that certain information be made available to the public regarding development impact fees on an annual basis; and

WHEREAS, Government Code Section 66001 requires the City Council to make findings describing the continuing need for impact fees every five years specifying the intended use of any unexpended impact fees; and

WHEREAS, the City Council of the City of Oxnard has read and considered the Development Impact Fee Annual and Five-Year Report – City of Oxnard – For the Fiscal Year Ending June 30, 2020; and

WHEREAS, acceptance of this report is an administrative activity that will not impact the environment and is therefore exempt from CEQA review in accordance with CEQA Guidelines section 15378(b)(5). WHEREAS, the City has collected contributions needed as a result of new development, which may not be expended within five years after deposit. The improvements and expenditures are described in the Development Impact Fee Annual Report for 2019/2020.

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

The City Council hereby makes and adopts as findings all of the responses set forth in Section 3 of the Development Impact Fee Annual and Five-Year Report – City of Oxnard – For the Fiscal Year Ending June 30, 2020, a copy of which is on file with the City and available on the City's website.

PASSED AND ADOPTED THIS _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

# Development Impact Fee Annual Report City of Oxnard

*For the Fiscal Year Ending June 30, 2018*

Prepared by:

Harris & Associates

22 Executive Park | Irvine, CA | 92614

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# Executive Summary

Development Impact Fees are fees imposed by local government on new development projects to finance the acquisition, construction, and improvement of public facilities and infrastructure needed to serve those projects. California state law requires local agencies to prepare a report on the status of their Development Impact Fee (DIF) program on an annual basis. This report meets the legal requirements for Fiscal Year 17/18 (July 1, 2017 thru June 30, 2018).

*Figure 1 – City of Oxnard Civic Center*

# Section 1 - Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill (AB) 1600, commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code and was amended by Assembly Bill 518 and Senate Bill (SB) 1693. AB1600 requires the city to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for Fiscal Year (FY) 17/18.

The City of Oxnard currently collects the development impact fees listed in the table below. The table also provides the fund that the fee is deposited into.

| Fee | Fund Number |
|---|---|
| **Park Acquisition and Development Fee** | 352 |
| **Storm Drain Facility Fee** | 353 |
| **Circulation System Improvement Fee** | 354 |
| **Growth Requirement Capital Fee (Residential & Non-Residential)** | 355 & 356 |
| **Art in Public Places Fee** | 547 |
| **Water Resource Development Fee** | 603 |
| **Water Capital Facility Charge** | 605 |
| **Wastewater Collection Connection Fee** | 613 |
| **Wastewater Treatment Connection Fee** | 623 |

# Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any loans are also identified as well as any refunds from the account.

## Fund 352 Park Acquisition and Development Fee

**Requirement 1**. Brief description of the type of fee in the account or fund.

The Park Acquisition and Development Fee (Park Fee) was established by Ordinances 1421, 1448, 1696, 1949, and 2031. The Park Fee requires that all new residential development pay a one-time fee per new residential unit to fund the construction of new parks.

*Figure 2 – Windrow Park*

**Requirement 2**. Amount of the fee.

The Park Acquisition and Development Fee for Fiscal Year 17/18 is summarized in Table 1.

**Table 1: Park Acquisition and Development Fee**

| Land Use | Fee as of July 1, 2017 |
|---|---|
| One or Fewer Bedrooms | $150.00 |
| Two Bedrooms | $200.00 |
| Three or More Bedrooms | $250.00 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Park Acquisition and Development Fee for Fiscal Year 17/18.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the Park Acquisition and Development Fee during Fiscal Year 17/18.

**Table 2: Park Acquisition and Development Fee Fund Summary**

| Fund 352<br>Park Acquisition and Development Fee | |
|---|---|
| **Beginning Fund Balance as of July 1, 2017** | **$491,182.00** |
| ***Revenues*** | |
| Fees Collected | $ 30,250.00 |
| Interest Earned | $ 5,181.54 |
| Other Revenues | $ - |
| **Total Revenues** | **$ 35,431.54** |
| ***Expenses*** | |
| Project Expenses | $ (15,838.88) |
| Other Charges[1] | $ (1,904.47) |
| **Total Expenses** | **$ (17,743.35)** |
| **Transfers In** | **$ -** |
| **Transfers Out** | **$ -** |
| **Ending Balance as of June 30, 2018** | **$508,870.19** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 summarizes the expenditures this past year on Park Acquisition and Development Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 3 summarizes the planned future expenditures for the Park Acquisition and Development Fee and the anticipated construction start date.

**Table 3: Park Acquisition and Development Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 352 Expense to Date | Fund 352 Expense FY 17-18 | Fund 352 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 905701 | Cabrillo Neighborhood Park | $ 16,837 | - | - | $ 16,837 | 100% | 2019 |
| 945702 | Citywide Park Improvement Program | $ 322,292 | $ 42,677 | $ (15,839) | $ 278,291 | 100% | 2018 |
| 145702 | Cypress (Garden City Acres) Park | $ 692,000 | - | - | $ 342,000 | 49% | 2021 |
| - | Indirect Charges[2] | - | - | $ (677) | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ (1,227) | - | - | n/a |
| | **GRAND TOTAL** | **$ 1,031,129** | **$ 42,677** | **$ (17,743)** | **$ 637,128** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*
*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 17/18.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 17/18.

## Fund 353 Storm Drain Facility Fee

**Requirement 1.** Brief description of the type of fee in the account or fund**.**

The City's Storm Drain Facility Fees are based on Ordinance 2258 and Resolution 10274. The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Master Plan of Drainage.

*Figure 4 – Storm water drains into the Pacific Ocean at Oxnard Shores*

**Requirement 2.** Amount of the fee.

The Storm Drain Facility Fee for Fiscal Year 17/18 is summarized in Table 4 below.

**Table 4: Storm Drain Facility Fee**

| Land Use | Fee as of July 1, 2017 |
|---|---|
| Low-Density Residential (Per Gross Acre) | $10,645 |
| Medium and High Density Residential (Per Gross Acre) | $14,637 |
| All Other Land Uses (Per Gross Acre) | $14,637 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for Fiscal Year 17/18.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during Fiscal Year 17/18.

**Table 5: Storm Drain Facility Fee Fund Summary**

| **Fund 353** | | |
|---|---|---|
| **Storm Drainage Fee** | | |
| **Beginning Fund Balance as of July 1, 2017** | **$** | **7,754,034.30** |
| ***Revenues*** | | |
| Fees Collected | $ | 100,660.85 |
| Interest Earned | $ | 80,087.03 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **180,747.88** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (35,512.29) |
| **Total Expenses** | **$** | **(35,512.29)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2018** | **$** | **7,899,269.89** |

*1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on storm drainage projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 6 summarizes the planned future expenditures for the Storm Drainage Fee.

**Table 6: Storm Drainage Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 353 Expense to Date | Fund 353 Expense FY 17-18 | Fund 353 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 203502 | West Fifth Street Storm Drain | $ 6,500,000 | - | - | $ 6,500,000 | 100% | 2023 |
| n/a | Bartolo Square North Neighborhood Storm Drain | $ 2,400,000 | - | - | $ 2,400,000 | 100% | 2023 |
| n/a | Blackstock North Neighborhood Storm Drain | $ 3,700,000 | - | - | $ 3,700,000 | 100% | 2024 |
| n/a | Blackstock South Neighborhood Storm Drain | $ 550,000 | - | - | $ 550,000 | 100% | 2025 |
| n/a | Cal-Gisler Neighborhood Storm Drain | $ 1,000,000 | - | - | $ 1,000,000 | 100% | 2024 |
| n/a | Dodge Road Drainage Improvements | $ 1,100,000 | - | - | $ 1,100,000 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ (16,507) | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ (19,005) | - | - | n/a |
| | **GRAND TOTAL** | **$ 15,250,000** | **$ -** | **$ (35,512)** | **$ 15,250,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 17/18.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 17/18.

## Fund 354 Circulation System Improvement Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City's Circulation System Improvement Fee (Traffic Impact Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890. The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system.

**Requirement 2.** Amount of the fee.

The Circulation System Improvement Fee for Fiscal Year 17/18 is summarized in Table 7.

**Table 7: Circulation System Improvement Fee**

| Land Use | Fee as of July 1, 2017 |
|---|---|
| Single Family (Per Unit) | $8,030 |
| Condo/Townhome (Per Unit) | $6,278 |
| Apartments (Per Unit) | $4,745 |
| Mobile Home (Per Unit) | $3,650 |
| Senior Housing (Per Unit) | $2,920 |
| General Commercial (Per 1,000sf) | $7,899 |
| Light Industrial (Per 1,000sf) | $5,088 |
| Automated Car Wash (Per Site) | $177,390 |
| Self Service Car Wash (Per Stall) | $21,462 |
| Gas Station (Per Fueling Station) | $21,958 |
| Hotel/Motel (Per Room) | $3,796 |
| New Car Sales (Per 1,000sf) | $5,030 |
| Church (Per 1,000sf) | $3,803 |
| Warehouse (Per 1,000sf) | $3,621 |
| Sit Down or Take Out Restaurant (Per 1,000sf) | $13,789 |
| Fast Food w/Drive Thru (Per 1,000sf) | $76,059 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Circulation System Improvement Fee for Fiscal Year 17/18.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the Circulation System Improvement Fee during Fiscal Year 17/18.

**Table 8: Circulation System Improvement Fee Fund Summary**

| Fund 354 | | |
|---|---|---|
| **Circulation System Improvement Fee** | | |
| **Beginning Fund Balance as of July 1, 2017** | **$** | **3,666,741.50** |
| ***Revenues*** | | |
| Fees Collected | $ | 1,297,638.84 |
| Interest Earned | $ | 40,422.24 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **1,338,061.08** |
| ***Expenses*** | | |
| Project Expenses | $ | (216,642.87) |
| Other Charges[1] | $ | (403,733.04) |
| **Total Expenses** | **$** | **(620,375.91)** |
| **Transfers In** | | |
| **Transfers Out** | | |
| **Ending Balance as of June 30, 2018** | **$** | **4,384,426.67** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 9 summarizes the expenditures this past year on Circulation System Improvement Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 9 table summarizes the planned future expenditures for the Circulation System Improvement Fee projects.

**Table 9: Circulation System Improvement Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 354 Expense to Date | Fund 354 Expense FY 17-18 | Fund 354 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 133101 | Rice Ave At 5th St GRD | $ 79,781,021 | $ 324,331 | $ (154,408) | $ 1,090,690 | 2% | 2020 |
| 143102 | Victoria FR 5th to Gonzales | $ 1,304,673 | $ 343,673 | $ (60,589) | - | 26% | Completed |
| 153120 | Oxnard Blvd ITS | $ 1,000,353 | $ 194,746 | - | $ 54,032 | 25% | 2013 |
| 173102 | Traffic Signal - Various Locations | $ 86,900 | $ 3,866 | $ (588) | $ 4,824 | 10% | 2017 |
| 183105 | Rose Ave & Gary Dr Signal | $ 830,686 | $ 1,058 | $ (1,058) | $ 942 | 0% | 2018 |
| 183114 | Citywide Signal Mod | $ 103,500 | - | - | $ 10,350 | 10% | 2018 |
| 203101 | Adaptive Traffic Signal | $ 1,527,000 | - | - | $ 1,527 | 100% | 2020 |
| 173102 | Oxnard Boulevard & Saviers Road Signal Improvements | $ 798,700 | $ 8,690 | - | $ 7,130 | 2% | 2021 |
| 183101 | Oxnard Boulevard Bicycle Facilities Installation | $ 1,661,180 | - | - | $ 210,474 | 13% | 2021 |
| - | San Gorgonio & First Street Realignment | $ 1,650,000 | - | - | $ 1,650,000 | 100% | 2024 |
| 203106 | Traffic Signal Modernization | $ 8,261,800 | - | - | $ 2,800,000 | 34% | 2020 |
| - | Tšumaš Creek Drainage and Linear Park Construction | $ 3,000,000 | - | - | $ 600,000 | 20% | 2020 |
| - | Indirect Charges[2] | - | - | $ (14,894) | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ (10,328) | - | - | n/a |
| - | Developer Reimbursement[3] | - | - | $ (378,511) | - | - | n/a |
| | **GRAND TOTAL** | **$ 100,005,813** | **$ 876,365** | **$ (620,376)** | **$ 6,429,968** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

*3) Reimbursement paid to DR Horton, Alisam Channel Island, and Sunbelt Enterprises in accordance with Resolution 10,272.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 17/18.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 17/18.

## Funds 355 and 356 Growth Requirement Capital Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

*Figure 3 –Fire Station No. 8, City of Oxnard*

The City's Growth Requirement Capital Fee funds general governmental facilities such as fire and police stations, City Hall, corporation yards, and recreation facilities. The current fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975. The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee. Fund 355 is for residential fees and Fund 356 is for non-residential fees.

**Requirement 2.** Amount of the fee.

The Growth Requirement Capital Fee for Fiscal Year 17/18 is summarized in Table 10.

**Table 10: Growth Requirement Capital Fee**

| Land Use | Fee as of July 1, 2017 |
|---|---|
| Residential (Per Square Foot of Covered Space) | $1.16 |
| Mobile Home Park (Per Square Foot of Home Pad) | $1.75 |
| Commercial (Per Square Foot of Covered Space) | $0.60 |
| Industrial (Per Square Foot of Covered Space) | $0.60 |
| Industrial (Per Square Foot of Uncovered Space) | $0.04 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Tables 11 and 12 summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for Fiscal Year 17/18. Table 11 summarizes the Residential Fee and Table 12 summarizes the non-residential fee.

**Requirement 4. A**mount of fees collected and the interest earned during the previous year.

Tables 11 and 12 summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during Fiscal Year 17/18. Table 11 summarizes the Residential Fee and Table 12 summarizes the non-residential fee.

## Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

| Fund 355 | | |
|---|---|---|
| **Growth Requirement Capital Fee (Residential)** | | |
| **Beginning Fund Balance as of July 1, 2017** | **$** | **957,415.00** |
| ***Revenues*** | | |
| Fees Collected | $ | 364,104.74 |
| Interest Earned | $ | 15,609.84 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **379,714.58** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (98,063.15) |
| **Total Expenses** | **$** | **(98,063.15)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out[2]** | **$** | **(338,892.14)** |
| **Ending Balance as of June 30, 2018** | **$** | **900,174.29** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

*2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.*

**Table 12: Growth Requirement Capital Fee (Non-Residential) Fund Summary**

| Fund 356<br>Growth Requirement Capital Fee (Non-Residential) | | |
|---|---|---|
| **Beginning Fund Balance as of July 1, 2017** | **$** | **-** |
| ***Revenues*** | | |
| Fees Collected | $ | 56,239.80 |
| Interest Earned | $ | 323.68 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **56,563.48** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (30,757.57) |
| **Total Expenses** | **$** | **(30,757.57)** |
| **Transfers In[2]** | **$** | **87,158.00** |
| **Transfers Out[3]** | **$** | **(112,963.91)** |
| **Ending Balance as of June 30, 2018** | **$** | **-** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

*2) Transfers In from General Fund for debt service on Civic Center Phase 2 Bonds.*

*3) Transfers Out for debt service on Civic Center Phase 2 Bonds.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 13 and 14 summarize the expenditures this past year on Growth Requirement Capital Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 13 and 14 summarize the planned future expenditures for the Growth Requirement Capital Fee projects.

## Table 13: Growth Requirement Capital Fee (Residential) Project Expenditures

| Project No. | Project Name | Project Budget | Fund 355 Expense to Date | Fund 355 Expense FY 17-18 | Fund 355 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 172201 | Fire Station 4 Rebuild | $ 5,800,000 | - | - | $ 300,000 | 5% | 2019 |
| - | Indirect Charges[2] | - | - | $ (1,623) | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ (3,071) | - | - | n/a |
| | Total Project Expenses | $ 5,800,000 | $ - | $ (4,694) | $ 300,000 | | |
| - | Bond Debt Service | $ 18,965,000 | $ 155,657 | $ (93,369) | $ 4,703,475 | 26% | n/a |
| | **GRAND TOTAL** | **$ 24,765,000** | **$ 155,657** | **$ (98,063)** | **$ 5,003,475** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

## Table 14: Growth Requirement Capital Fee (Non-Residential) Project Expenditures

| Project No. | Project Name | Project Budget | Fund 356 Expense to Date | Fund 356 Expense FY 17-18 | Fund 356 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| - | Indirect Charges[2] | - | - | $ (580) | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ (47) | - | - | n/a |
| | Total Project Expenses | $ - | $ - | $ (627) | $ - | | |
| - | Bond Debt Service | $ 18,965,000 | $ 51,886 | $ (30,131) | $ 1,567,825 | 9% | n/a |
| | **GRAND TOTAL** | **$ 18,965,000** | **$ 51,886** | **$ (30,758)** | **$ 1,567,825** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Fund 355 had a transfer of $338,892.14 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 356 had a transfer of $112,963.91 for debt service payment on the same bonds. Fund 356 did not have adequate funds for its share of the bond payments so the general fund transfer in of $87,158 was needed.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for $24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2018 is $18,411,467.52. The impact fee funds 34% of the bond repayment, which means there is an outstanding balance of $6,271,300 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 355 and 25% from Fund 356. This means there is an outstanding obligation of $4,703,475 for Fund 355 and $1,567,825 for Fund 356. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 17/18.

## Fund 547 Public Art Program Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee.

*Figure 6 – Public Art at The Collection at Riverpark*

**Requirement 2.** Amount of the fee.

The Public Art Program Fee for Fiscal Year 17/18 is summarized in Table 15.

**Table 15: Public Art Program Fee**

| Land Use | Fee as of July 1, 2017 |
|---|---|
| All Development (Per Square Foot of Roofed Area) | $0.20 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Public Art Program Fee for Fiscal Year 17/18.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the Public Art Program Fee during Fiscal Year 17/18.

**Table 16: Public Art Program Fee Fund Summary**

| Fund 547<br>Art in Public Places | | |
|---|---|---|
| **Beginning Fund Balance as of July 1, 2017** | **$** | **327,350.50** |
| ***Revenues*** | | |
| Fees Collected | $ | 51,581.00 |
| Interest Earned | $ | 3,297.01 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **54,878.01** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (102,094.78) |
| **Total Expenses** | **$** | **(102,094.78)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2018** | **$** | **280,133.73** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 17 summarizes the expenditures this past year on Public Art Program Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 17 summarizes the planned future expenditures for the Public Art Program Fee projects.

**Table 17: Public Art Program Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 547 Expense to Date | Fund 547 Expense FY 17-18 | Fund 547 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 18IN10 | Downtown Arts Hub Murals | $ 45,000 | - | - | $ 45,000 | 100% | TBD |
| n/a | Downtown Mural Program | $ 305,000 | - | - | $ 305,000 | 100% | 2022 |
| n/a | Downtown Sculptures Program | $ 50,000 | - | - | $ 50,000 | 100% | 2025 |
| n/a | Citywide Mural Program | $ 150,000 | - | - | $ 150,000 | 100% | 2025 |
| - | Other Services / Bank Charges | - | - | $ (686) | - | - | n/a |
| - | Temporary Assistance | - | - | $ (15,858) | - | - | n/a |
| - | One Time Misc. Expense[2] | - | - | $ (85,551) | - | - | n/a |
| | **GRAND TOTAL** | **$ 550,000** | **$ -** | **$ (102,095)** | **$ 550,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Funding for community art projects.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 17/18.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 17/18.

## Funds 603 and 605 Water Resource Development Fee and Capital Facility Charge

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection.

*Figure 5 – Advanced Water Purification Facility, Oxnard*

The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717 under Government Code Sections 54999 to 54999.6.

**Requirement 2. Amount of the fee.**

The Water Resource Development Fee and Capital Facility Charge for Fiscal Year 17/18 are summarized in Table 18.

**Table 18: Water Resource Development Fee and Capital Facility Charge**

| Water Meter Size | Water Resource Development Fee as of July 1, 2017 | Water Capital Facility Charge as of July 1, 2017 | Total Water Fee |
|---|---|---|---|
| ¾" | $ 2,792 | $ 341 | $ 3,133 |
| 1" | $ 5,583 | $ 682 | $ 6,265 |
| 1 ½" | $ 8,375 | $ 1,023 | $ 9,398 |
| 2" | $ 13,958 | $ 1,706 | $ 15,664 |
| 3" | $ 30,708 | $ 3,752 | $ 34,460 |
| 4" | $ 47,458 | $ 5,799 | $ 53,257 |
| 6" | $ 92,125 | $ 11,257 | $ 103,382 |
| 8" | $ 147,958 | $ 18,080 | $ 166,038 |
| 10" | $ 315,457 | $ 38,548 | $ 354,005 |
| 12" | $ 502,498 | $ 61,404 | $ 563,902 |

**Requirement 3. Beginning and ending balance in the account or fund.**

Tables 19 and 20 summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for Fiscal Year 17/18.

**Requirement 4. Amount of fees collected and the interest earned during the previous year.**

Tables 19 and 20 summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during Fiscal Year 17/18.

## Table 19: Water Resource Development Fee Fund Summary

| Fund 603 | | |
|---|---|---|
| **Water Resource Development Fee** | | |
| **Beginning Fund Balance as of July 1, 2017** | **$** | **16,480,019.12** |
| ***Revenues*** | | |
| Fees Collected | $ | 460,626.51 |
| Interest Earned | $ | 235,939.00 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **696,565.51** |
| ***Expenses*** | | |
| Project Expenses | $ | (620,377.89) |
| Other Charges[1] | $ | (18,474.96) |
| **Total Expenses** | **$** | **(638,852.85)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2018** | **$** | **16,537,731.78** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

## Table 20: Water Capital Facility Charge Fund Summary

| Fund 605 | | |
|---|---|---|
| **Water Capacity Facility Charge** | | |
| **Beginning Fund Balance as of July 1, 2017** | **$** | **2,560,202.20** |
| ***Revenues*** | | |
| Fees Collected | $ | 68,899.00 |
| Interest Earned | $ | 26,321.00 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **95,220.00** |
| ***Expenses*** | | |
| Project Expenses | $ | (3,330.33) |
| Other Charges[1] | $ | (3,839.67) |
| **Total Expenses** | **$** | **(7,170.00)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2018** | **$** | **2,648,252.20** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 20 and 21 summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 20 and 21 summarize the planned future expenditures for the Water Resource Development Fee and Capital Facility Charge.

**Table 20: Water Resource Development Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 603 Expense PTD | Fund 603 Expense FY 17-18 | Fund 603 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 106002 | Water Backbone Hueneme II | $ 17,020,000 | $ 2,200,000 | - | $ 14,120,000 | 96% | 2016 |
| 116505 | Great ASR Wells | $ 1,465,169 | $ 126,715 | $ 44,658 | $ 516,556 | 44% | 2016 |
| 186504 | Campus Park ASR Wellpipe P1 | $ 714,000 | $ 665,036 | $ (665,036) | - | 100% | Completed |
| n/a | AWPF Recycled Water Storage Constructi | $ 3,000,000 | $ - | $ - | $ 3,000,000 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ (18,475) | - | - | n/a |
| | **GRAND TOTAL** | **$ 22,199,169** | **$ 2,991,751** | **$ (638,853)** | **$ 17,636,556** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Table 21: Water Capital Facility Charge Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 605 Expense to Date | Fund 605 Expense FY 17-18 | Fund 605 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 106002 | Water Backbone Hueneme II | $ 17,020,000 | $ 700,000 | $ (3,330) | - | 4% | 2016 |
| - | Aquifer Storage and Recovery (ASR) Wells Construction | $ 7,800,000 | - | - | $ 7,800,000 | 100% | 2022 |
| - | AWPF Improvements - Phase II | $ 28,333,334 | - | - | $ 28,333,334 | 100% | 2023 |
| - | AWPF Recycled Water Storage Construction | $ 6,000,000 | - | - | $ 6,000,000 | 100% | 2022 |
| - | Recycled Water Pond Construction | $ 1,600,000 | - | - | $ 1,600,000 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ (3,840) | - | - | n/a |
| | **GRAND TOTAL** | **$ 60,753,334** | **$ 700,000** | **$ (7,170)** | **$ 43,733,334** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan**.**

There were no transfers or loans from these funds in Fiscal Year 17/18.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 17/18.

## Funds 613 and 623 Wastewater Connection Fee and Wastewater Treatment Connection Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City collects a Wastewater System Connection Fee and Wastewater Treatment Connection Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current wastewater fees were adopted by Ordinance 2709.

**Requirement 2.** Amount of the fee.

The Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 17/18 are summarized in Table 22.

**Table 22: Wastewater Connection Fee and Wastewater Treatment Connection Fee**

| Water Meter Size | Wastewater Collection Connection Fee as of July 1, 2017 | Wastewater Treatment Connection Fee as of July 1, 2017 | Total Wastewater Fee |
|---|---|---|---|
| 5/8" & 3/4" | $ 3,798 | $ 1,458 | $ 5,256 |
| 1" | $ 7,596 | $ 2,916 | $ 10,512 |
| 1 ½" | $ 11,394 | $ 4,374 | $ 15,768 |
| 2" | $ 18,990 | $ 7,290 | $ 26,280 |
| 3" | $ 41,778 | $ 16,038 | $ 57,816 |
| 4" | $ 64,566 | $ 24,786 | $ 89,352 |
| 6" | $ 125,334 | $ 48,114 | $ 173,448 |
| 8" | $ 201,294 | $ 77,274 | $ 278,568 |
| 10" | $ 429,174 | $ 164,754 | $ 593,928 |
| 12" | $ 683,640 | $ 262,440 | $ 946,080 |

**Requirement 3. Beginning and ending balance in the account or fund.**

Tables 23 and 24 summarize the beginning and ending fund balances for the Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 17/18.

**Requirement 4. Amount of fees collected and the interest earned during the previous year.**

Tables 23 and 24 summarize the fees collected and the interest earned for the Wastewater Connection Fee and Wastewater Treatment Connection Fee during Fiscal Year 17/18.

## Table 23: Wastewater Collection Connection Fee Fund Summary

| Fund 613 | | |
|---|---|---|
| **Wastewater Connection Fee** | | |
| **Beginning Fund Balance as of July 1, 2017** | **$** | **1,875,202.50** |
| ***Revenues*** | | |
| Fees Collected | $ | 230,616.48 |
| Interest Earned | $ | 9,060.63 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **239,677.11** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (98,587.62) |
| **Total Expenses** | **$** | **(98,587.62)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2018** | **$** | **2,016,291.99** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

## Table 24: Wastewater Treatment Connection Fee Fund Summary

| Fund 623 | | |
|---|---|---|
| **Wastewater Treatment Fee** | | |
| **Beginning Fund Balance as of July 1, 2017** | **$** | **2,527,509.00** |
| ***Revenues*** | | |
| Fees Collected | $ | 687,665.56 |
| Interest Earned | $ | 25,811.32 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **713,476.88** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (8,449.00) |
| **Total Expenses** | **$** | **(8,449.00)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2018** | **$** | **3,232,536.88** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 25 and 26 summarize the expenditure for this past year for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 25 and 26 summarize the planned future expenditures for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

**Table 25: Wastewater Collection Connection Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 613 Expense to Date | Fund 613 Expense FY 17-18 | Fund 352 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| n/a | Rice Avenue Sewer Pipeline Improvements | $ 1,380,000 | $ 50,000 | - | $ 1,330,000 | 100% | 2017 |
| n/a | Ventura Road Sewer Pipeline Improvements | $ 1,755,197 | - | - | $ 1,755,197 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ (8,925) | - | - | n/a |
| - | Developer Reimbursements | - | - | $ (89,663) | - | - | n/a |
| | **GRAND TOTAL** | **$ 3,135,197** | **$ 50,000** | **$ (98,588)** | **$ 3,085,197** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Table 26: Wastewater Treatment Connection Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 623 Expense to Date | Fund 623 Expense FY 17-18 | Fund 352 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 186626 | AWTP Reliability Improvements | $ 10,480,000 | - | - | $ 2,100,000 | 20% | 2022 |
| n/a | AWTP Electrical Improvements | $ 16,941,000 | - | - | $ 5,500,000 | 32% | 2023 |
| - | Indirect Charges[2] | - | - | $ (8,449) | - | - | n/a |
| | **GRAND TOTAL** | **$ 27,421,000** | **$ -** | **$ (8,449)** | **$ 7,600,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in Fiscal Year 17/18.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 17/18.

## Fund Summary

Table 27 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balance.

## Table 27: Development Impact Fee Fund Summary

| Description | Park Acquisition & Development | Storm Drain Facilities Fee | Circulation System Improvement Fee | Capital Growth Fee (Residential) | Capital Req. Growth Fee (Non-Residential) | Public Art | Water Resource Development Fee | Water Capital Facility Charge | Wastewater Connection Fee | Wastewater Treatment Connection Fee |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund No.** | **352** | **353** | **354** | **355** | **356** | **547** | **603** | **605** | **613** | **623** |
| **Starting Balance** | | | | | | | | | | |
| As of July 1, 2017 | $ 491,182 | $ 7,754,034 | $ 3,666,742 | $ 957,415 | $ - | $ 327,351 | $ 16,480,019 | $ 2,560,202 | $ 1,875,203 | $ 2,527,509 |
| **REVENUES** | | | | | | | | | | |
| Fees Collected | $ 30,250 | $ 100,661 | $ 1,297,639 | $ 364,105 | $ 56,240 | $ 51,581 | $ 460,627 | $ 68,899 | $ 230,616 | $ 687,666 |
| Interest | $ 5,182 | $ 80,087 | $ 40,422 | $ 15,610 | $ 324 | $ 3,297 | $ 235,939 | $ 26,321 | $ 9,061 | $ 25,811 |
| Other Revenues | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Total Revenues** | **$ 35,432** | **$ 180,748** | **$ 1,338,061** | **$ 379,715** | **$ 56,563** | **$ 54,878** | **$ 696,566** | **$ 95,220** | **$ 239,677** | **$ 713,477** |
| **EXPENDITURES** | | | | | | | | | | |
| Project Expenditures | $ (15,839) | $ - | $ (216,643) | $ - | $ - | $ - | $ (620,378) | $ (3,330) | $ - | $ - |
| Other Expenditures[1] | $ (1,904) | $ (35,512) | $ (403,733) | $ (98,063) | $ (31,384) | $ (102,095) | $ (18,475) | $ (3,840) | $ (98,588) | $ (8,449) |
| **Total Expenditures** | **$ (17,743)** | **$ (35,512)** | **$ (620,376)** | **$ (98,063)** | **$ (30,758)** | **$ (102,095)** | **$ (638,853)** | **$ (7,170)** | **$ 98,588** | **$ 8,449** |
| **Transfers in** | $ - | $ - | $ - | $ - | $ 87,158 | $ - | $ - | $ - | $ - | $ - |
| **Transfers Out** | $ - | $ - | $ - | $ (338,892) | $ (112,964) | $ - | $ - | $ - | $ - | $ - |
| **Net Fund Transfers** | **$ -** | **$ -** | **$ -** | **$ (338,892)** | **$ (25,806)** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Ending Balance** | | | | | | | | | | |
| As of June 30, 2018 | **$ 508,871** | **$ 7,899,270** | **$ 4,384,427** | **$ 900,174** | **$ -** | **$ 280,134** | **$ 16,537,732** | **$ 2,648,252** | **$ 2,016,292** | **$ 3,232,537** |

*1: Other Expenditures include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, Bond Payments, Temporary Assistance, and Art Grants.*

Note: Small variances may exist due to display rounding.

# Development Impact Fee Annual Report City of Oxnard

*For the Fiscal Year Ending June 30, 2019*

Prepared by:

Harris & Associates

22 Executive Park | Irvine, CA | 92614

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# Executive Summary

Development Impact Fees are fees imposed by local government on new development projects to finance the acquisition, construction, and improvement of public facilities and infrastructure needed to serve those projects. California state law requires local agencies to prepare a report on the status of their Development Impact Fee (DIF) program on an annual basis. This report meets the legal requirements for Fiscal Year 18/19 (July 1, 2018 thru June 30, 2019).

*Figure 1 – City of Oxnard Civic Center*

# Section 1 - Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill (AB) 1600, commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code and was amended by Assembly Bill 518 and Senate Bill (SB) 1693. AB1600 requires the city to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for Fiscal Year (FY) 18/19.

The City of Oxnard currently collects the development impact fees listed in the table below. The table also provides the fund that the fee is deposited into.

| Fee | Fund Number |
|---|---|
| **Park Acquisition and Development Fee** | 352 |
| **Storm Drain Facility Fee** | 353 |
| **Circulation System Improvement Fee** | 354 |
| **Growth Requirement Capital Fee (Residential & Non-Residential)** | 355 & 356 |
| **Art in Public Places Fee** | 547 |
| **Water Resource Development Fee** | 603 |
| **Water Capital Facility Charge** | 605 |
| **Wastewater Collection Connection Fee** | 613 |
| **Wastewater Treatment Connection Fee** | 623 |

# Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any loans are also identified as well as any refunds from the account.

## Fund 352 Park Acquisition and Development Fee

**Requirement 1**. Brief description of the type of fee in the account or fund.

The Park Acquisition and Development Fee (Park Fee) was established by Ordinances 1421, 1448, 1696, 1949, and 2031. The Park Fee requires that all new residential development pay a one-time fee per new residential unit to fund the construction of new parks.

*Figure 2 – Windrow Park*

**Requirement 2**. Amount of the fee.

The Park Acquisition and Development Fee for Fiscal Year 2018/2019 is summarized in Table 1.

**Table 1: Park Acquisition and Development Fee**

| Land Use | Fee as of July 1, 2018 |
|---|---|
| One or Fewer Bedrooms | $150.00 |
| Two Bedrooms | $200.00 |
| Three or More Bedrooms | $250.00 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Park Acquisition and Development Fee for Fiscal Year 18/19.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 2 summarizes the fees collected and the interest earned for the Park Acquisition and Development Fee during Fiscal Year 18/19.

**Table 2: Park Acquisition and Development Fee Fund Summary**

| Fund 352<br>Park Acquisition and Development Fee | | |
|---|---|---|
| **Beginning Fund Balance as of July 1, 2018** | **$** | **508,870.57** |
| ***Revenues*** | | |
| Fees Collected | $ | 87,400.00 |
| Interest Earned | $ | 23,567.80 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **110,967.80** |
| ***Expenses*** | | |
| Project Expenses | $ | (870.00) |
| Other Charges[1] | $ | (991.68) |
| **Total Expenses** | **$** | **(1,861.68)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **617,976.69** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 3 summarizes the expenditures this past year on Park Acquisition and Development Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 3 summarizes the planned future expenditures for the Park Acquisition and Development Fee and the anticipated construction start date.

**Table 3: Park Acquisition and Development Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 352 Expense to Date | Fund 352 Expense FY 18-19 | Fund 352 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 905701 | Cabrillo Neighborhood Park | $ 16,837 | - | - | $ 16,837 | 100% | 2023 |
| 945702 | Citywide Park Improvement Program | $ 320,968 | $ 43,547 | $ 870 | $ 276,551 | 100% | 2023 |
| 145702 | Cypress (Garden City Acres) Park | $ 692,000 | - | - | $ 342,000 | 49% | 2021 |
| 215702 | Del Sol Park Improvements | $ 520,000 | - | - | $ 520,000 | 100% | 2021 |
| 135711 | Seaview Park | $ 1,500,000 | - | - | $ 1,500,000 | 100% | 2022 |
| n/a | Via Marina Park Renovation | $ 1,265,952 | - | - | $ 1,215,952 | 96% | 2023 |
| n/a | Tsumas Creek Drainage and Linear Park | $ 3,600,000 | - | - | $ 3,000,000 | 83% | 2022 |
| - | Other Services / Bank Charges | - | - | $ 309 | - | - | n/a |
| - | Indirect Charges[2] | - | - | $ 683 | - | - | n/a |
| | **GRAND TOTAL** | **$ 7,915,757** | **$ 43,547** | **$ 1,862** | **$ 6,871,340** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 18/19.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 18/19.

## Fund 353 Storm Drain Facility Fee

**Requirement 1.** Brief description of the type of fee in the account or fund**.**

The City's Storm Drain Facility Fees are based on Ordinance 2258 and Resolution 10274. The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Master Plan of Drainage.

*Figure 4 – Storm water drains into the Pacific Ocean at Oxnard Shores*

**Requirement 2.** Amount of the fee.

The Storm Drain Facility Fee for Fiscal Year 18/19 is summarized in Table 4 below.

**Table 4: Storm Drain Facility Fee**

| Land Use | Fee as of July 1, 2018 |
|---|---|
| Low-Density Residential (Per Gross Acre) | $10,645 |
| Medium and High Density Residential (Per Gross Acre) | $14,637 |
| All Other Land Uses (Per Gross Acre) | $14,637 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 5 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for Fiscal Year 18/19.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 5 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during Fiscal Year 18/19.

**Table 5: Storm Drain Facility Fee Fund Summary**

| **Fund 353** | | |
|---|---|---|
| **Storm Drainage Fee** | | |
| **Beginning Fund Balance as of July 1, 2018** | **$** | **7,899,270.21** |
| ***Revenues*** | | |
| Fees Collected | $ | 199,831.28 |
| Interest Earned | $ | 334,641.25 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **534,472.53** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (33,632.58) |
| **Total Expenses** | **$** | **(33,632.58)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **8,400,110.16** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 6 summarizes the expenditures this past year on storm drainage projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 6 summarizes the planned future expenditures for the Storm Drainage Fee.

**Table 6: Storm Drainage Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 353 Expense to Date | Fund 353 Expense FY 18-19 | Fund 353 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 203502 | West Fifth Street Storm Drain | $ 6,500,000 | - | - | $ 6,500,000 | 100% | 2023 |
| n/a | Bartolo Square North Neighborhood Storm Drain | $ 2,400,000 | - | - | $ 2,400,000 | 100% | 2023 |
| n/a | Blackstock North Neighborhood Storm Drain | $ 3,700,000 | - | - | $ 3,700,000 | 100% | 2024 |
| n/a | Blackstock South Neighborhood Storm Drain | $ 550,000 | - | - | $ 550,000 | 100% | 2025 |
| n/a | Cal-Gisler Neighborhood Storm Drain | $ 1,000,000 | - | - | $ 1,000,000 | 100% | 2024 |
| n/a | Dodge Road Drainage Improvements | $ 1,100,000 | - | - | $ 1,100,000 | 100% | 2023 |
| - | Other Services / Bank Charges | - | - | $ 16,989 | - | - | n/a |
| - | Indirect Charges[2] | - | - | $ 16,644 | - | - | n/a |
| | **GRAND TOTAL** | **$ 15,250,000** | **$ -** | **$ 33,633** | **$ 15,250,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 18/19.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 18/19.

## Fund 354 Circulation System Improvement Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City's Circulation System Improvement Fee (Traffic Impact Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890. The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system.

**Requirement 2.** Amount of the fee.

The Circulation System Improvement Fee for Fiscal Year 18/19 is summarized in Table 7.

**Table 7: Circulation System Improvement Fee**

| Land Use | Fee as of July 1, 2018 |
|---|---|
| Single Family (Per Unit) | $8,030 |
| Condo/Townhome (Per Unit) | $6,278 |
| Apartments (Per Unit) | $4,745 |
| Mobile Home (Per Unit) | $3,650 |
| Senior Housing (Per Unit) | $2,920 |
| General Commercial (Per 1,000sf) | $7,899 |
| Light Industrial (Per 1,000sf) | $5,088 |
| Automated Car Wash (Per Site) | $177,390 |
| Self Service Car Wash (Per Stall) | $21,462 |
| Gas Station (Per Fueling Station) | $21,958 |
| Hotel/Motel (Per Room) | $3,796 |
| New Car Sales (Per 1,000sf) | $5,030 |
| Church (Per 1,000sf) | $3,803 |
| Warehouse (Per 1,000sf) | $3,621 |
| Sit Down or Take Out Restaurant (Per 1,000sf) | $13,789 |
| Fast Food w/Drive Thru (Per 1,000sf) | $76,059 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Circulation System Improvement Fee for Fiscal Year 18/19.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 8 summarizes the fees collected and the interest earned for the Circulation System Improvement Fee during Fiscal Year 18/19.

**Table 8: Circulation System Improvement Fee Fund Summary**

| Fund 354 | | |
|---|---|---|
| **Circulation System Improvement Fee** | | |
| **Beginning Fund Balance as of July 1, 2018** | **$** | **4,384,427.24** |
| ***Revenues*** | | |
| Fees Collected | $ | 3,122,668.21 |
| Interest Earned | $ | 254,180.26 |
| Other Revenues | $ | 1,238.53 |
| **Total Revenues** | **$** | **3,378,087.00** |
| ***Expenses*** | | |
| Project Expenses | $ | (325,710.34) |
| Developer Reimbursements | $ | (286,958.00) |
| Other Charges[1] | $ | (28,689.00) |
| **Total Expenses** | **$** | **(641,357.34)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **7,121,156.90** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 9 summarizes the expenditures this past year on Circulation System Improvement Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 9 table summarizes the planned future expenditures for the Circulation System Improvement Fee projects.

**Table 9: Circulation System Improvement Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 354 Expense to Date | Fund 354 Expense FY 18-19 | Fund 354 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 133101 | Rice Ave At 5th St GRD | $ 79,781,021 | $ 652,418 | $ 323,933 | $ 762,603 | 2% | 2023 |
| 153120 | Oxnard Blvd ITS | $ 1,000,353 | $ 194,746 | - | - | 25% | Completed |
| 183105 | Rose Ave & Gary Dr Signal | $ 830,686 | $ 2,000 | $ 942 | - | 0% | Completed |
| 183114 | Citywide Signal Mod | $ 103,500 | $ 130 | $ 130 | $ 10,220 | 10% | 2022 |
| 203101 | Adaptive Traffic Signal | $ 1,527,000 | - | - | $ 1,527,000 | 100% | 2020 |
| 173102 | Oxnard Boulevard & Saviers Road Signal Improvements | $ 885,600 | $ 4,572 | $ 706 | $ 11,248 | 2% | 2022 |
| 183101 | Oxnard Boulevard Bicycle Facilities Installation | $ 1,661,180 | - | - | $ 210,474 | 13% | 2022 |
| n/a | San Gorgonio & First Street Realignment | $ 1,650,000 | - | - | $ 1,650,000 | 100% | 2023 |
| 203106 | Traffic Signial Modernization | $ 6,800,000 | - | - | $ 2,800,000 | 41% | 2020 |
| n/a | Tsumaš Creek Drainage and Linear Park Construction | $ 3,600,000 | - | - | $ 600,000 | 17% | 2022 |
| - | Other Services / Bank Charges | - | - | 13,672 | - | - | n/a |
| - | Other - Developer Reimbursement[2] | - | - | 286,958 | - | - | n/a |
| - | Indirect Charges[3] | - | - | 15,017 | - | - | n/a |
| | **GRAND TOTAL** | **$ 97,839,340** | **$ 853,866** | **$ 641,358** | **$ 7,571,545** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Reimbursement paid to DR Horton, Alisam Channel Island, and Sunbelt Enterprises in accordance with Resolution 10,272.*

*3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

*Note: Small variances may be displayed due to rounding.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 18/19.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 18/19.

## Funds 355 and 356 Growth Requirement Capital Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

*Figure 3 –Fire Station No. 8, City of Oxnard*

The City's Growth Requirement Capital Fee funds general governmental facilities such as fire and police stations, City Hall, corporation yards, and recreation facilities. The current fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975. The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee. Fund 355 is for residential fees and Fund 356 is for non-residential fees.

**Requirement 2.** Amount of the fee.

The Growth Requirement Capital Fee for Fiscal Year 18/19 is summarized in Table 10.

**Table 10: Growth Requirement Capital Fee**

| Land Use | Fee as of July 1, 2018 |
|---|---|
| Residential (Per Square Foot of Covered Space) | $1.16 |
| Mobile Home Park (Per Square Foot of Home Pad) | $1.75 |
| Commercial (Per Square Foot of Covered Space) | $0.60 |
| Industrial (Per Square Foot of Covered Space) | $0.60 |
| Industrial (Per Square Foot of Uncovered Space) | $0.04 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Tables 11 and 12 summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for Fiscal Year 18/19. Table 11 summarizes the Residential Fee and Table 12 summarizes the non-residential fee.

**Requirement 4. A**mount of fees collected and the interest earned during the previous year.

Tables 11 and 12 summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during Fiscal Year 18/19. Table 11 summarizes the Residential Fee and Table 12 summarizes the non-residential fee.

## Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

| Fund 355<br>Growth Requirement Capital Fee (Residential) | | |
|---|---|---|
| **Beginning Fund Balance as of July 1, 2018** | **$** | **900,174.29** |
| ***Revenues*** | | |
| Fees Collected | $ | 1,003,570.93 |
| Interest Earned | $ | 52,678.23 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **1,056,249.16** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (287,657.35) |
| **Total Expenses** | **$** | **(287,657.35)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out[2]** | **$** | **(433,121.00)** |
| **Ending Balance as of June 30, 2019** | **$** | **1,235,645.10** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

*2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.*

**Table 12: Growth Requirement Capital Fee (Non-Residential) Fund Summary**

| Fund 356<br>Growth Requirement Capital Fee (Non-Residential) | | |
|---|---|---|
| **Beginning Fund Balance as of July 1, 2018** | **$** | **-** |
| ***Revenues*** | | |
| Fees Collected | $ | 264,358.80 |
| Interest Earned | $ | 2,352.99 |
| Other Revenues | $ | 115.54 |
| **Total Revenues** | **$** | **266,827.33** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (6,190.75) |
| **Total Expenses** | **$** | **(6,190.75)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out[2]** | **$** | **(144,374.00)** |
| **Ending Balance as of June 30, 2019** | **$** | **116,262.58** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

*2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 13 and 14 summarize the expenditures this past year on Growth Requirement Capital Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 13 and 14 summarize the planned future expenditures for the Growth Requirement Capital Fee projects.

## Table 13: Growth Requirement Capital Fee (Residential) Project Expenditures

| Project No. | Project Name | Project Budget | Fund 355 Expense to Date | Fund 355 Expense FY 18-19 | Fund 355 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 172201 | Fire Station 4 Rebuild | $ 5,800,000 | - | - | $ 5,500,000 | 95% | 2022 |
| - | Professional Services/Contract[2] | - | - | $ 265,656 | - | - | n/a |
| - | Services-Audit | - | - | $ 17,270 | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ 3,096 | - | - | n/a |
| - | Indirect Charges[3] | - | - | $ 1,636 | - | - | n/a |
| | **TOTAL PROJECT EXPENSES** | **$ 5,800,000** | **$ -** | **$ 287,658** | **$ 5,500,000** | | |
| - | Bond Debt Service | $ 18,965,000 | $ 587,742 | $ 433,121 | $ 4,504,575 | 27% | n/a |
| | **GRAND TOTAL** | **$ 24,765,000** | **$ 587,742** | **$ 720,779** | **$ 10,004,575** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Charges related to development impact fee update.*

*3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

## Table 14: Growth Requirement Capital Fee (Non-Residential) Project Expenditures

| Project No. | Project Name | Project Budget | Fund 356 Expense to Date | Fund 356 Expense FY 18-19 | Fund 356 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| - | Services-Audit | - | - | $ 5,526 | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ 80 | - | - | n/a |
| - | Indirect Charges[2] | - | - | $ 585 | - | - | n/a |
| | TOTAL PROJECT EXPENSES | **$ -** | **$ -** | **$ 6,191** | **$ -** | | |
| - | Bond Debt Service | $ 18,965,000 | $ 195,914 | $ 144,374 | $ 1,501,525 | 9% | n/a |
| | GRAND TOTAL | **$ 18,965,000** | **$ 195,914** | **$ 150,565** | **$ 1,501,525** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Fund 355 had a transfer of $433,121 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 356 had a transfer of $144,374 for debt service payment on the same bonds.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for $24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2019 is $17,665,000. The impact fee funds 34% of the bond repayment, which means there is an outstanding balance of $6,006,100 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 355 and 25% from Fund 356. This means there is an outstanding obligation of $4,504,575 for Fund 355 and $1,501,525 for Fund

356. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 18/19.

## Fund 547 Public Art Program Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee.

*Figure 6 – Public Art at The Collection at Riverpark*

**Requirement 2.** Amount of the fee.

The Public Art Program Fee for Fiscal Year 18/19 is summarized in Table 15.

**Table 15: Public Art Program Fee**

| Land Use | Fee as of July 1, 2018 |
|---|---|
| All Development (Per Square Foot of Roofed Area) | $0.20 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Public Art Program Fee for Fiscal Year 18/19.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 16 summarizes the fees collected and the interest earned for the Public Art Program Fee during Fiscal Year 18/19.

**Table 16: Public Art Program Fee Fund Summary**

| Fund 547 | | |
|---|---|---|
| **Public Art Program Fee** | | |
| **Beginning Fund Balance as of July 1, 2018** | **$** | **280,133.53** |
| ***Revenues*** | | |
| Fees Collected | $ | - |
| Interest Earned | $ | 3,337.23 |
| Other Revenues | $ | 200,613.38 |
| **Total Revenues** | **$** | **203,950.61** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Art Projects | $ | (159,798.00) |
| Other Charges[1] | $ | (3,370.00) |
| **Total Expenses** | **$** | **(163,168.00)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **320,916.14** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 17 summarizes the expenditures this past year on Public Art Program Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 17 summarizes the planned future expenditures for the Public Art Program Fee projects.

**Table 17: Public Art Program Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 547 Expense to Date | Fund 547 Expense FY 18-19 | Fund 547 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| n/a | Downtown Mural Program | $ 305,000 | - | - | $ 305,000 | 100% | 2022 |
| n/a | Downtown Sculputures Program | $ 50,000 | - | - | $ 50,000 | 100% | 2025 |
| n/a | Citywide Mural Program | $ 150,000 | - | - | $ 150,000 | 100% | 2025 |
| - | Direct Labor-Temporary | - | - | $ 2,302 | - | - | n/a |
| - | Employee Benefits | - | - | $ 91 | - | - | n/a |
| - | One Time Misc Expense[2] | - | - | $ 159,798 | - | - | n/a |
| - | Indirect Charges[3] | - | - | $ 977 | - | - | n/a |
| | **GRAND TOTAL** | **$ 505,000** | **$ -** | **$ 163,168** | **$ 505,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Funding for community art projects.*

*3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 18/19.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 18/19.

## Funds 603 and 605 Water Resource Development Fee and Capital Facility Charge

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection.

*Figure 5 – Advanced Water Purification Facility, Oxnard*

The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717 under Government Code Sections 54999 to 54999.6.

**Requirement 2. Amount of the fee.**

The Water Resource Development Fee and Capital Facility Charge for Fiscal Year 18/19 are summarized in Table 18.

**Table 18: Water Resource Development Fee and Capital Facility Charge**

| Water Meter Size | Water Resource Development Fee as of July 1, 2018 | Water Capital Facility Charge as of July 1, 2018 | Total Water Fee |
|---|---|---|---|
| ¾" | $ 2,792 | $ 341 | $ 3,133 |
| 1" | $ 5,583 | $ 682 | $ 6,265 |
| 1 ½" | $ 8,375 | $ 1,023 | $ 9,398 |
| 2" | $ 13,958 | $ 1,706 | $ 15,664 |
| 3" | $ 30,708 | $ 3,752 | $ 34,460 |
| 4" | $ 47,458 | $ 5,799 | $ 53,257 |
| 6" | $ 92,125 | $ 11,257 | $ 103,382 |
| 8" | $ 147,958 | $ 18,080 | $ 166,038 |
| 10" | $ 315,457 | $ 38,548 | $ 354,005 |
| 12" | $ 502,498 | $ 61,404 | $ 563,902 |

**Requirement 3. Beginning and ending balance in the account or fund.**

Tables 19 and 20 summarizes the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for Fiscal Year 18/19.

**Requirement 4. Amount of fees collected and the interest earned during the previous year.**

Tables 19 and 20 summarizes the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during Fiscal Year 18/19.

## Table 19: Water Resource Development Fee Fund Summary

| Fund 603 | | |
|---|---|---|
| **Water Resource Development Fee** | | |
| **Beginning Fund Balance as of July 1, 2018** | **$** | **16,537,731.78** |
| ***Revenues*** | | |
| Fees Collected | $ | 896,145.00 |
| Interest Earned | $ | 702,553.47 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **1,598,698.47** |
| ***Expenses*** | | |
| Project Expenses | $ | (178,714.45) |
| Other Charges[1] | $ | (39,199.89) |
| **Total Expenses** | **$** | **(217,914.34)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **17,918,515.91** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

## Table 20: Water Capital Facility Charge Fund Summary

| Fund 605 | | |
|---|---|---|
| **Water Capital Facility Charge** | | |
| **Beginning Fund Balance as of July 1, 2018** | **$** | **2,648,252.49** |
| ***Revenues*** | | |
| Fees Collected | $ | 109,491.00 |
| Interest Earned | $ | 113,428.31 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **222,919.31** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (3,872.04) |
| **Total Expenses** | **$** | **(3,872.04)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **2,867,299.76** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 20 and 21 summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 20 and 21 summarize the planned future expenditures for the Water Resource Development Fee and Capital Facility Charge.

**Table 20: Water Resource Development Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 603 Expense to Date | Fund 603 Expense FY 18-19 | Fund 603 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 106002 | Hueneme Road Recycled Water Pipeline - Phase II | $ 16,320,000 | $ 243,354 | $ 131,483 | $ 14,120,000 | 89% | 2021 |
| 116505 | Great ASR Wells | $ 1,465,169 | $ 152,228 | $ 25,513 | $ 491,043 | 44% | 2021 |
| 186504 | Campus PK ASR Well Pipe Phase 1 | $ 749,616 | 707,326 | 42,290 | $ - | 100% | Completed |
| n/a | AWPF Recycled Water Storage Construction | $ 3,000,000 | $ - | $ - | $ 3,000,000 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ 18,628 | - | - | n/a |
| | **GRAND TOTAL** | **$ 21,534,785** | **$ 1,102,908** | **$ 217,914** | **$ 17,611,043** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Table 21: Water Capital Facility Charge Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 605 Expense to Date | Fund 605 Expense FY 18-19 | Fund 605 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| - | Aquifer Storage and Recovery (ASR) Wells Construction | $ 7,800,000 | - | - | $ 7,800,000 | 100% | 2022 |
| - | AWPF Improvements - Phase II | $ 28,333,334 | - | - | $ 28,333,334 | 100% | 2022 |
| - | Recycled Water Pond Construction | $ 1,600,000 | - | - | $ 1,600,000 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ 3,872 | - | - | n/a |
| | GRAND TOTAL | **$ 37,733,334** | **$ -** | **$ 3,872** | **$ 37,733,334** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan**.**

There were no transfers or loans from these funds in Fiscal Year 18/19.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 18/19.

## Funds 613 and 623 Wastewater Connection Fee and Wastewater Treatment Connection Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City collects a Wastewater System Connection Fee and Wastewater Treatment Connection Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current wastewater fees were adopted by Ordinance 2709.

**Requirement 2.** Amount of the fee.

The Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 18/19 are summarized in Table 22.

**Table 22: Wastewater Connection Fee and Wastewater Treatment Connection Fee**

| Water Meter Size | Wastewater Collection Connection Fee as of July 1, 2018 | Wastewater Treatment Connection Fee as of July 1, 2018 | Total Wastewater Fee |
|---|---|---|---|
| 5/8" & 3/4" | $ 3,798 | $ 1,458 | $ 5,256 |
| 1" | $ 7,596 | $ 2,916 | $ 10,512 |
| 1 ½" | $ 11,394 | $ 4,374 | $ 15,768 |
| 2" | $ 18,990 | $ 7,290 | $ 26,280 |
| 3" | $ 41,778 | $ 16,038 | $ 57,816 |
| 4" | $ 64,566 | $ 24,786 | $ 89,352 |
| 6" | $ 125,334 | $ 48,114 | $ 173,448 |
| 8" | $ 201,294 | $ 77,274 | $ 278,568 |
| 10" | $ 429,174 | $ 164,754 | $ 593,928 |
| 12" | $ 683,640 | $ 262,440 | $ 946,080 |

**Requirement 3. Beginning and ending balance in the account or fund.**

Tables 23 and 24 summarize the beginning and ending fund balances for the Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 18/19.

**Requirement 4. Amount of fees collected and the interest earned during the previous year.**

Tables 23 and 24 summarize the fees collected and the interest earned for the Wastewater Connection Fee and Wastewater Treatment Connection Fee during Fiscal Year 18/19.

## Table 23: Wastewater Collection Connection Fee Fund Summary

| Fund 613 | | |
|---|---|---|
| **Wastewater Collection Connection Fee** | | |
| **Beginning Fund Balance as of July 1, 2018** | **$** | **2,016,291.59** |
| ***Revenues*** | | |
| Fees Collected | $ | 1,152,705.03 |
| Interest Earned | $ | 59,944.79 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **1,212,649.82** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (8,997.95) |
| **Total Expenses** | **$** | **(8,997.95)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **3,219,943.46** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

## Table 24: Wastewater Treatment Connection Fee Fund Summary

| Fund 623 | | |
|---|---|---|
| **Wastewater Treatment Connection Fee** | | |
| **Beginning Fund Balance as of July 1, 2018** | **$** | **3,232,537.30** |
| ***Revenues*** | | |
| Fees Collected | $ | 1,457,895.82 |
| Interest Earned | $ | 172,807.71 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **1,630,703.53** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (8,519.04) |
| **Total Expenses** | **$** | **(8,519.04)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2019** | **$** | **4,854,721.79** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 25 and 26 summarize the expenditure for this past year for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 25 and 26 summarize the planned future expenditures for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

**Table 25: Wastewater Collection Connection Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 613 Expense to Date | Fund 613 Expense FY 18-19 | Fund 613 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 86101 | Septic Convers. Loan Program | $ 109,967 | $ 57,799 | - | - | 100% | Completed |
| 12IN04 | Master Plan Wastewater | $ 2,904,720 | 753,076 | - | - | 28% | Completed |
| n/a | Rice Avenue Sewer Pipeline Improvements | $ 1,380,000 | $ 50,000 | - | $ 1,330,000 | 100% | 2023 |
| n/a | Sewer Collection System - Odor Reduction | $ 4,400,000 | | - | $ 4,400,000 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ 8,998 | - | - | n/a |
| | GRAND TOTAL | $ 8,794,687 | $ 860,875 | $ 8,998 | $ 5,730,000 | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Table 26: Wastewater Treatment Connection Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 623 Expense to Date | Fund 623 Expense FY 18-19 | Fund 623 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 186626 | AWTP Reliability Improvements | $ 10,480,000 | - | - | $ 2,100,000 | 20% | 2022 |
| | AWTP Electrical Improvements | $ 16,941,000 | - | - | $ 5,500,000 | 32% | 2023 |
| - | Indirect Charges[2] | - | - | $ 8,519 | - | - | n/a |
| | GRAND TOTAL | **$ 27,421,000** | **$ -** | **$ 8,519** | **$ 7,600,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availablity of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in Fiscal Year 18/19.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 18/19.

## Fund Summary

Table 27 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balance.

## Table 27: Development Impact Fee Fund Summary

| Description | Park Acquisition & Development | Storm Drain Facilities Fee | Circulation System Improvement Fee | Capital Growth Fee (Residential) | Capital Req. Growth Fee (Non-Residential) | Public Art Program Fee | Water Resource Development Fee | Water Capital Facility Charge | Wastewater Connection Fee | Wastewater Treatment Connection Fee |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund No.** | **352** | **353** | **354** | **355** | **356** | **547** | **603** | **605** | **613** | **623** |
| **Starting Balance** | | | | | | | | | | |
| As of July 1, 2018 | $ 508,871 | $ 7,899,270 | $ 4,384,427 | $ 900,174 | $ - | $ 280,134 | $ 16,537,732 | $ 2,648,252 | $ 2,016,292 | $ 3,232,537 |
| **REVENUES** | | | | | | | | | | |
| Fees Collected | $ 87,400 | $ 199,831 | $ 3,122,668 | $ 1,003,571 | $ 264,359 | $ - | $ 896,145 | $ 109,491 | $ 1,152,705 | $ 1,457,896 |
| Interest | $ 23,568 | $ 334,641 | $ 254,180 | $ 52,678 | $ 2,353 | $ 3,337 | $ 702,553 | $ 113,428 | $ 59,945 | $ 172,808 |
| Other Revenues | - | - | 1,239 | - | 116 | 200,613 | - | - | - | - |
| **Total Revenues** | **$ 110,968** | **$ 534,473** | **$ 3,378,087** | **$ 1,056,249** | **$ 266,827** | **$ 203,951** | **$ 1,598,698** | **$ 222,919** | **$ 1,212,650** | **$ 1,630,704** |
| **EXPENDITURES** | | | | | | | | | | |
| Project Expenditures | $ (870) | $ - | $ (325,710) | $ - | $ - | $ - | $ (199,286) | $ - | $ - | $ - |
| Other Expenditures[1] | $ (992) | $ (33,633) | $ (315,647) | $ (287,657) | $ (6,191) | $ (163,168) | $ (18,628) | $ (3,872) | $ (8,998) | $ (8,519) |
| **Total Expenditures** | **$ (1,862)** | **$ (33,633)** | **$ (641,358)** | **$ (287,657)** | **$ (6,191)** | **$ (163,168)** | **$ (217,914)** | **$ (3,872)** | **$ (8,998)** | **$ (8,519)** |
| **Transfers In** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Transfers Out** | $ - | $ - | $ - | $ (433,121) | $ (144,374) | $ - | $ - | $ - | $ - | $ - |
| **Net Transfers** | **$ -** | **$ -** | **$ -** | **$ (433,121)** | **$ (144,374)** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Ending Balance** | | | | | | | | | | |
| As of June 30, 2019 | **$ 617,977** | **$ 8,400,110** | **$ 7,121,156** | **$ 1,235,645** | **$ 116,263** | **$ 320,916** | **$ 17,918,516** | **$ 2,867,300** | **$ 3,219,943** | **$ 4,854,722** |

1: Other Expenditures include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.

Note: Small variances may exist due to display rounding.

# Development Impact Fee Annual and Five-Year Report City of Oxnard

*For the Fiscal Year Ending June 30, 2020*


Prepared by:

Harris & Associates

22 Executive Park | Irvine, CA | 92614

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# Executive Summary

*Figure 1 – City of Oxnard Civic Center*

Development Impact Fees are fees imposed by local government on new development projects to finance the acquisition, construction, and improvement of public facilities and infrastructure needed to serve those projects. California state law requires local agencies to prepare a report on the status of their Development Impact Fee (DIF) program on an annual basis and make additional findings every fifth year. This report meets the legal requirements for Fiscal Year 19/20 (July 1, 2019 thru June 30, 2020) and also includes the necessary five-year findings.

The fees for Parks and Recreation, Storm Drainage, Traffic Circulation, Growth Requirement (Residential and Non-Residential), and Public Art Projects were updated May 19, 2020 via resolution 15,329. The updated fees became effective July 18, 2020 and are included in this report for reference. Fees for Water Resource Development, Water Capital Facility Charge, Wastewater Collection, and Wastewater Treatment Collection were not changed during the 2020 update. The 2020 update also created a Mobility Fee that was not collected prior to June 30, 2020 and therefore has been excluded from this report.

# Section 1 - Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill (AB) 1600, commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code and was amended by Assembly Bill 518 and Senate Bill (SB) 1693. AB1600 requires the city to report fee information annually and every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identification of the purpose to which the fees are to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvements identified as part of the City's annual report
4. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund

The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public. This report is intended to satisfy the annual reporting requirements for Fiscal Year (FY) 19/20 as well as the five-year reporting requirements.

The City of Oxnard currently collects the development impact fees listed in the table below. The table also provides the fund that the fee is deposited into.

| Fee | Fund Number |
|---|---|
| **Parks and Recreation Fee (Formerly Park Acquisition and Development Fee)** | 352 |
| **Storm Drain Facility Fee** | 353 |
| **Traffic Circulation Fee (Formerly Circulation System Improvement Fee)** | 354 |
| **Growth Requirement Capital Fee (Residential & Non-Residential)** | 355 & 356 |
| **Art in Public Places Fee** | 547 |
| **Water Resource Development Fee** | 603 |
| **Water Capital Facility Charge** | 605 |
| **Wastewater Collection Connection Fee** | 613 |
| **Wastewater Treatment Connection Fee** | 623 |

# Section 2 – Annual Report

The following section provides information necessary to meet the legal requirements for each impact fee fund. This includes a brief description of the fee, the amount of the fee, the beginning and ending balances, fee revenues collected, interest earned, and the expenditures on each project including the percentage that was funded with fees. It also includes a table summary of whether sufficient funds have been identified to complete future projects and the approximate date by which the construction of the public improvement will commence if sufficient funds have been identified. Any loans are also identified as well as any refunds from the account.

## Fund 352 Parks and Recreation Fee (Formerly Park Acquisition and Development Fee)

**Requirement 1**. Brief description of the type of fee in the account or fund.

The Parks and Recreation Fee (Formerly Park Acquisition and Development Fee) was established by Ordinances 1421, 1448, 1696, 1949, and 2031. The Park Fee requires that all new residential development pay a one-time fee per new residential unit to fund the construction of new parks. The fee was renamed to the Parks and Recreation Fee during the update in 2020 via Resolution 15,329.

*Figure 2 – Windrow Park*

**Requirement 2**. Amount of the fee.

The Park Acquisition and Development Fee for Fiscal Year 19/20 is summarized in Table 1 and the updated Parks and Recreation Fee are listed in Table 2.

**Table 1: Park Acquisition and Development Fee**

| Land Use | Fee as of July 1, 2019 |
|---|---|
| One or Fewer Bedrooms | $150.00 |
| Two Bedrooms | $200.00 |
| Three or More Bedrooms | $250.00 |

**Table 2: Park and Recreation Fee after the 2020 Update**

| Land Use | Fee as of July 18, 2020 |
|---|---|
| Single Family (Per Unit) | $3,622 |
| Multifamily (Per Unit) | $2,437 |
| Non-Residential | n/a |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 3 summarizes the beginning and ending fund balances for the Park Acquisition and Development Fee/Parks and Recreation Fee for Fiscal Year 19/20.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 3 summarizes the fees collected and the interest earned for the Park Acquisition and Development Fee/Parks and Recreation Fee during Fiscal Year 19/20.

**Table 3: Park Acquisition and Development Fee/Parks and Recreation Fee Fund Summary**

| **Fund 352** | | |
|---|---|---|
| **Park Acquisition and Development Fee** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **617,976.69** |
| ***Revenues*** | | |
| Fees Collected | $ | 23,900.00 |
| Interest Earned | $ | 8,697.92 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **32,597.92** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (750.49) |
| **Total Expenses** | **$** | **(750.49)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **649,824.12** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 4 summarizes the expenditures this past year on Park Acquisition and Development Fee/Parks and Recreation Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 4 summarizes the planned future expenditures for the Park Acquisition and Development Fee/Parks and Recreation Fee and the anticipated construction start date.

**Table 4: Park Acquisition and Development Fee/Parks and Recreation Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 352 Expense to Date | Fund 352 Expense FY 19-20 | Fund 352 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 905701 | Cabrillo Neighborhood Park | $ 16,837 | - | - | $ 16,837 | 100% | 2023 |
| 945702 | Citywide Park Improvement Program | $ 320,968 | $ 43,547 | - | $ 277,421 | 100% | 2023 |
| 145702 | Cypress (Garden City Acres) Park | $ 692,000 | - | - | $ 342,000 | 49% | 2021 |
| 215702 | Del Sol Park Improvements | $ 520,000 | - | - | $ 520,000 | 100% | 2021 |
| 135711 | Seaview Park | $ 1,500,000 | - | - | $ 1,500,000 | 100% | 2022 |
| n/a | Via Marina Park Renovation | $ 1,265,952 | - | - | $ 1,215,952 | 96% | 2023 |
| n/a | Tsumas Creek Drainage and Linear Park | $ 3,600,000 | - | - | $ 3,000,000 | 83% | 2022 |
| - | Indirect Charges[2] | - | - | $ 750 | - | - | n/a |
| | **GRAND TOTAL** | **$ 7,915,757** | **$ 43,547** | **$ 750** | **$ 6,872,210** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*
*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 19/20.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 19/20.

## Fund 353 Storm Drain Facility Fee

**Requirement 1.** Brief description of the type of fee in the account or fund**.**

The City's Storm Drain Facility Fees are based on Ordinance 2258 and Resolution 10274. The City imposes a fee on new development based upon their prorated share of the cost of constructing the improvements identified in the City's Drainage Master Plan. This fee was updated as part of the 2020 DIF update via Resolution 15,329.

*Figure 4 – Storm water drains into the Pacific Ocean at Oxnard Shores*

**Requirement 2.** Amount of the fee.

The Storm Drain Facility Fee for Fiscal Year 19/20 is summarized in Table 5 below. Table 6 shows the fee after the 2020 update.

**Table 5: Storm Drain Facility Fee**

| Land Use | Fee as of July 1, 2019 |
|---|---|
| Low-Density Residential (Per Gross Acre) | $10,645 |
| Medium and High Density Residential (Per Gross Acre) | $14,637 |
| All Other Land Uses (Per Gross Acre) | $14,637 |

**Table 6: Storm Drain Fee after the 2020 Update**

| Land Use | Fee as of July 18, 2020 |
|---|---|
| Single Family Residential (Per Gross Acre) | $15,954 |
| All Other Land Uses (Per Gross Acre) | $21,937 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 7 summarizes the beginning and ending fund balances for the Storm Drain Facility Fee for Fiscal Year 19/20.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 7 summarizes the fees collected and the interest earned for the Storm Drain Facility Fee during Fiscal Year 19/20.

**Table 7: Storm Drain Facility Fee Fund Summary**

| Fund 353 | | |
|---|---|---|
| **Storm Drainage Fee** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **8,400,110.16** |
| ***Revenues*** | | |
| Fees Collected | $ | 152,896.83 |
| Interest Earned | $ | 115,278.92 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **268,175.75** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (35,493.54) |
| **Total Expenses** | **$** | **(35,493.54)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **8,632,792.37** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 8 summarizes the expenditures this past year on storm drainage projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 8 summarizes the planned future expenditures for the Storm Drainage Facility Fee.

**Table 8: Storm Drainage Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 353 Expense to Date | Fund 353 Expense FY 19-20 | Fund 353 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 203502 | West Fifth Street Storm Drain | $ 6,500,000 | - | - | $ 6,500,000 | 100% | 2022 |
| n/a | Dodge Road Drainage Improvements | $ 1,100,000 | - | - | $ 1,100,000 | 100% | 2022 |
| n/a | Storm Drain Construction - Wooley Rd, Hemlock | $ 13,450,000 | - | - | $ 13,450,000 | 100% | 2022 |
| - | Other Services / Bank Charges | - | - | $ 17,216 | - | - | n/a |
| - | Indirect Charges[2] | - | - | $ 18,277 | - | - | n/a |
| | **GRAND TOTAL** | **$ 21,050,000** | **$ -** | **$ 35,493** | **$ 21,050,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 19/20.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 19/20.

## Fund 354 Traffic Circulation Fee (Formerly Circulation System Improvement Fee)

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City's Traffic Circulation Fee (Formerly Circulation System Improvement Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890. The City charges a fee to all new development and redevelopment in the City that generates additional vehicular trips above what can be reasonably associated with the current use of the property. The fee is used to construct improvements to the circulation system. The fee was updated and renamed to the Traffic Circulation Fee during the 2020 DIF update via Resolution 15,329.

**Requirement 2.** Amount of the fee.

The Circulation System Improvement Fees for Fiscal Year 19/20 are summarized in Table 9. The updated Traffic Circulation Fees are shown in Table 10.

**Table 9: Circulation System Improvement Fee**

| Land Use | Fee as of July 1, 2019 |
|---|---|
| Single Family (Per Unit) | $8,030 |
| Condo/Townhome (Per Unit) | $6,278 |
| Apartments (Per Unit) | $4,745 |
| Mobile Home (Per Unit) | $3,650 |
| Senior Housing (Per Unit) | $2,920 |
| General Commercial (Per 1,000sf) | $7,899 |
| Light Industrial (Per 1,000sf) | $5,088 |
| Automated Car Wash (Per Site) | $177,390 |
| Self Service Car Wash (Per Stall) | $21,462 |
| Gas Station (Per Fueling Station) | $21,958 |
| Hotel/Motel (Per Room) | $3,796 |
| New Car Sales (Per 1,000sf) | $5,030 |
| Church (Per 1,000sf) | $3,803 |
| Warehouse (Per 1,000sf) | $3,621 |
| Sit Down or Take Out Restaurant (Per 1,000sf) | $13,789 |
| Fast Food w/Drive Thru (Per 1,000sf) | $76,059 |

**Table 10: Traffic Circulation Fee after the 2020 update**

| Land Use | Fee as of July 18, 2020 |
|---|---|
| Single Family (Per Unit) | $9,769 |
| Mobile Home (Per Unit) | $5,174 |
| Low-Rise Multifamily (Per Unit) | $7,574 |
| Mid-Rise Multifamily (Per Unit) | $5,630 |
| High-Rise Multifamily (Per Unit) | $4,605 |
| Senior Housing (Per Unit) | $4,139 |
| General Commercial (Per 1,000sf) | $6,560 |
| Office (Per 1,000sf) | $10,079 |
| Medical Office (Per 1,000sf) | $6,054 |
| New Car Sales (Per 1,000sf) | $6,157 |
| Church (Per 1,000sf) | $4,118 |
| Sit Down or Take Out Restaurant (Per 1,000sf) | $19,506 |
| Fast Food w/Drive Thru (Per 1,000sf) | $102,342 |
| Self Service Car Wash (Per Stall) | $27,153 |
| Gas Station (Per Fueling Station) | $45,924 |
| Hotel/Motel (Per Room) | $5,040 |
| Light Industrial (Per 1,000sf) | $5,132 |
| Warehouse (Per 1,000sf) | $1,800 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 11 summarizes the beginning and ending fund balances for the Circulation System Improvement Fee/Traffic Circulation Fee for Fiscal Year 19/20.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 11 summarizes the fees collected and the interest earned for the Circulation System Improvement Fee/Traffic Circulation Fee during Fiscal Year 19/20.

**Table 11: Traffic Circulation Fee Fund Summary**

| **Fund 354** | | |
|---|---|---|
| **Circulation System Improvement Fee** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **7,121,156.44** |
| ***Revenues*** | | |
| Fees Collected | $ | 997,147.61 |
| Interest Earned | $ | 111,572.12 |
| Other Revenues | $ | 114,836.58 |
| **Total Revenues** | **$** | **1,223,556.31** |
| ***Expenses*** | | |
| Project Expenses | $ | (482,457.60) |
| Developer Reimbursements | $ | (20,826.00) |
| Other Charges[1] | $ | (32,304.00) |
| **Total Expenses** | **$** | **(535,587.60)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **7,809,125.15** |

*1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 12 summarizes the expenditures this past year on Circulation System Improvement Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 12 table summarizes the planned future expenditures for the Circulation System Improvement Fee projects.

**Table 12: Circulation System Improvement Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 354 Expense to Date | Fund 354 Expense FY 19-20 | Fund 354 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 133101 | Rice Ave At 5th St GRD | $ 79,781,021 | $ 697,956 | $ 45,538 | $ - | 2% | 2023 |
| 153120 | Oxnard Blvd ITS | $ 1,000,353 | $ 194,746 | - | $ 54,032 | 25% | Completed |
| 163106 | HWY 101 - Rice Phase II[2] | $ 689,003 | $ 571,361 | $ 377,333 | $ 117,642 | 100% | Completed |
| 173102 | Oxnard Boulevard & Saviers Road Signal Improvements | $ 885,600 | $ 25,096 | $ 20,525 | $ 7,130 | 4% | 2022 |
| 183101 | Oxnard Boulevard Bicycle Facilities Installation | $ 1,661,180 | - | - | $ 210,474 | 43% | 2022 |
| 183105 | Rose Ave & Gary Dr Signal | $ 830,686 | $ 2,000 | - | - | 0% | Completed |
| 183114 | Citywide Signal Mod | $ 103,500 | $ 18,377 | $ 18,246 | $ 6,659 | 24% | 2022 |
| 203101 | Adaptive Traffic Signal | $ 1,527,000 | $ 12,775 | $ 12,775 | $ 1,527,000 | 100% | 2020 |
| 203106 | Traffic Signal Modernization | $ 6,800,000 | $ 8,041 | $ 8,041 | $ 2,791,959 | 41% | 2020 |
| n/a | San Gorgonio & First Street Realignment | $ 1,650,000 | - | - | 1,650,000 | 100% | 2023 |
| n/a | Tšumaš Creek Drainage and Linear Park Construction | $ 3,600,000 | - | - | $ 600,000 | 17% | 2022 |
| n/a | Fifth Street & Pacific Ave Signal | $ 700,000 | - | - | $ 700,000 | | 2026+ |
| n/a | ITS Master Plan Update | $ 250,000 | - | - | $ 250,000 | | 2026+ |
| n/a | Traffic Circulation Improvements Fee Study | $ 500,000 | - | - | $ 500,000 | | 2026+ |
| n/a | Traffic Intersection Capacity Improvements | $ 61,900,000 | - | - | $ 61,900,000 | | 2026+ |
| n/a | Traffic Model Update | $ 200,000 | - | - | $ 200,000 | | 2026+ |
| - | Other Services / Bank Charges | - | - | $ 15,814 | - | - | n/a |
| - | Indirect Charges[3] | - | - | $ 16,490 | - | - | n/a |
| - | Developer Reimbursement[4] | - | - | $ 20,826 | - | - | n/a |
| | **GRAND TOTAL** | **$ 162,078,343** | **$ 1,530,351** | **$ 535,588** | **$ 70,514,895** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Project was completed in 2015 but had additional expenses from litigation.*

*3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

*4) Reimbursement to Alisam Channel Islands per Resolution 10,272.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 19/20.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 19/20.

## Funds 355 and 356 Growth Requirement Capital Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City's Growth Requirement Capital Fee funds general governmental facilities such as fire and police stations, City Hall, corporation yards, and recreation facilities. The current fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975.

*Figure 3 –Fire Station No. 8, City of Oxnard*

The fee is collected based on additional covered space created by any new development. There are two separate funds for this fee. Fund 355 is for residential fees and Fund 356 is for non-residential fees. This fee was updated as part of the 2020 DIF update via Resolution 15,329.

**Requirement 2.** Amount of the fee.

The Growth Requirement Capital Fee for Fiscal Year 19/20 is summarized in Table 13. The updated fees are shown in Table 14.

**Table 13: Growth Requirement Capital Fee**

| Land Use | Fee as of July 1, 2019 |
|---|---|
| Residential (Per Square Foot of Covered Space) | $1.16 |
| Mobile Home Park (Per Square Foot of Home Pad) | $1.75 |
| Commercial (Per Square Foot of Covered Space) | $0.60 |
| Industrial (Per Square Foot of Covered Space) | $0.60 |
| Industrial (Per Square Foot of Uncovered Space) | $0.04 |

**Table 14: Growth Requirement Capital Fee after 2020 update**

| Land Use | Fee as of July 18, 2020 |
|---|---|
| Single Family (Per Unit) | $4,383 |
| Multifamily (Per Unit) | $2,558 |
| Retail (Per 1,000sf) | $1,309 |
| Office (Per 1,000sf) | $1,505 |
| Industrial (Per 1,000sf) | $853 |
| Hotel (Per Room) | $302 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Tables 15 and 16 summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for Fiscal Year 19/20. Table 15 summarizes the Residential Fee and Table 16 summarizes the non-residential fee.

**Requirement 4. A**mount of fees collected and the interest earned during the previous year.

Tables 15 and 16 summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during Fiscal Year 19/20. Table 15 summarizes the Residential fund summary and Table 16 summarizes the non-residential fund summary.

## Table 15: Growth Requirement Capital Fee (Residential) Fund Summary

| Fund 355 | | |
|---|---|---|
| **Growth Requirement Capital Fee (Residential)** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **1,235,645.10** |
| ***Revenues*** | | |
| Fees Collected | $ | 725,390.92 |
| Interest Earned | $ | 18,866.26 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **744,257.18** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (135,843.26) |
| **Total Expenses** | **$** | **(135,843.26)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out[2]** | **$** | **(427,968.00)** |
| **Ending Balance as of June 30, 2020** | **$** | **1,416,091.02** |

*1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.*

*2) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.*

**Table 16: Growth Requirement Capital Fee (Non-Residential) Fund Summary**

| Fund 356<br>Growth Requirement Capital Fee (Non-Residential) | | |
|---|---|---|
| **Beginning Fund Balance as of July 1, 2019** | **$** | **116,262.58** |
| ***Revenues*** | | |
| Fees Collected | $ | 47,080.20 |
| Interest Earned | $ | 322.04 |
| Other Revenues[1] | $ | (115.54) |
| **Total Revenues** | **$** | **47,286.70** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[2] | $ | (791.55) |
| **Total Expenses** | **$** | **(791.55)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out[3]** | **$** | **(142,656.00)** |
| **Ending Balance as of June 30, 2020** | **$** | **20,101.73** |

*1) Negative revenue resulting from bad debt adjustment.*

*2) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

*3) Transfers Out to General Fund for debt service on Civic Center Phase 2 Bonds.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 17 and 18 summarize the expenditures this past year on Growth Requirement Capital Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 17 and 18 summarize the planned future expenditures for the Growth Requirement Capital Fee projects.

## Table 17: Growth Requirement Capital Fee (Residential) Project Expenditures

| Project No. | Project Name | Project Budget | Fund 355 Expense to Date | Fund 355 Expense FY 19-20 | Fund 355 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 172201 | Fire Station 4 Rebuild | $ 5,800,000 | - | - | $ 5,500,000 | 95% | 2022 |
| - | Professional Services/Contract[2] | - | - | $ 131,290 | - | - | n/a |
| - | Other Services / Bank Charges | - | - | $ 2,757 | - | - | n/a |
| - | Indirect Charges[3] | - | - | $ 1,796 | - | - | n/a |
| | **TOTAL PROJECT EXPENSES** | $ 5,800,000 | $ - | $ 135,843 | $ 5,500,000 | | |
| - | Bond Payments - Civic Center Phase 2 | $ 18,965,000 | $ 536,775 | $ 427,968 | $ 4,299,300 | - | n/a |
| | **GRAND TOTAL** | **$ 24,765,000** | **$ 536,775** | **$ 563,811** | **$ 9,799,300** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Charges related to development impact fee update.*

*3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

## Table 18: Growth Requirement Capital Fee (Non-Residential) Project Expenditures

| Project No. | Project Name | Project Budget | Fund 356 Expense to Date | Fund 356 Expense FY 19-20 | Fund 356 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| - | Other Services / Bank Charges | - | - | $ 149 | - | - | n/a |
| - | Indirect Charges[2] | - | - | $ 642 | - | - | n/a |
| | **TOTAL PROJECT EXPENSES** | $ - | $ - | $ 791 | $ - | | |
| - | Bond Payments - Civic Center Phase 2 | $ 18,965,000 | $ 178,925 | $ 142,656 | $ 1,433,100 | - | n/a |
| | **GRAND TOTAL** | **$ 18,965,000** | **$ 178,925** | **$ 143,447** | **$ 1,433,100** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

*Note: Small variances may appear due to rounding.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Fund 355 had a transfer of $427,968 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 356 had a transfer of $142,656 for debt service payment on the same bonds.

The Variable Rate Demand Lease Revenue Refunding Bonds (Civic Center Phase 2 Project), Series 2006 were issued on December 1, 2006 for $24,205,000 to finance the acquisition, construction, and improvement of certain public facilities constituting the Civic Center Phase 2 Project. This debt was refunded on April 30, 2018 as part of the Lease Revenue Refunding Bonds Series 2018. The outstanding balance as of June 30, 2020 is $16,860,000. The impact fee funds 34% of the bond repayment, which means there is an outstanding balance of $5,732,400 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 355 and 25% from Fund 356. This means there is an outstanding obligation of $4,299,300 for Fund 355 and $1,433,100 for Fund 356. The payments on these bonds constitute the City's obligations that exist through the maturity date of the bonds on June 1, 2036.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 19/20.

## Fund 547 Public Art Program Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

*Figure 6 – Public Art at The Collection at Riverpark*

The Public Art Program Fee is based on Resolutions No. 9813, 12290, 13013, 13736, and 14124. The purpose of the program is to install works of art in conjunction with new development in locations accessible to the public. This fee is designed to enhance the City's appearance and mitigate certain effects of development projects. All new development projects pay this fee. This fee was updated as part of the 2020 DIF update via Resolution 10,329.

**Requirement 2.** Amount of the fee.

The Public Art Program Fee for Fiscal Year 19/20 is summarized in Table 19.

**Table 19: Public Art Program Fee**

| Land Use | Fee as of July 1, 2018 |
|---|---|
| All Development (Per Square Foot of Roofed Area) | $0.20 |

**Table 20: Public Art Program Fee after 2020 update**

| Land Use | Fee as of July 18, 2020 |
|---|---|
| All Development (Per Roofed Building Square Foot) | $0.28 |

**Requirement 3.** Beginning and ending balance in the account or fund.

Table 21 summarizes the beginning and ending fund balances for the Public Art Program Fee for Fiscal Year 19/20.

**Requirement 4.** Amount of fees collected and the interest earned during the previous year.

Table 21 summarizes the fees collected and the interest earned for the Public Art Program Fee during Fiscal Year 19/20.

**Table 21: Public Art Program Fee Fund Summary**

| Fund 547 | | |
|---|---|---|
| **Public Art Program Fee** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **320,916.30** |
| ***Revenues*** | | |
| Fees Collected | $ | - |
| Interest Earned | $ | - |
| Other Revenues | $ | 39,671.80 |
| **Total Revenues** | **$** | **39,671.80** |
| ***Expenses*** | | |
| Project Expenses | $ | (300.00) |
| Art Projects | $ | (85,917.00) |
| Other Charges[1] | $ | (1,101.97) |
| **Total Expenses** | **$** | **(87,318.97)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **273,269.13** |

*1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 22 summarizes the expenditures this past year on Public Art Program Fee projects.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Table 22 summarizes the planned future expenditures for the Public Art Program Fee projects.

**Table 22: Public Art Program Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 547 Expense to Date | Fund 547 Expense FY 19-20 | Fund 547 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 18IN10 | Downtown Arts Hub Murals | $ 45,000 | $ 300.00 | $ 300 | $ 44,700 | 100% | 2022 |
| n/a | Downtown Mural Program | $ 305,000 | - | - | $ 305,000 | 100% | 2022 |
| n/a | Downtown Sculptures Program | $ 50,000 | - | - | $ 50,000 | 100% | 2025 |
| n/a | Citywide Mural Program | $ 150,000 | - | - | $ 150,000 | 100% | 2025 |
| - | Personnel Services/PERS | - | - | $ 2 | - | - | n/a |
| - | Direct Labor-Regular | - | - | $ 22 | - | - | n/a |
| - | Employee Benefits | - | - | $ 6 | - | - | n/a |
| - | One Time Misc. Expense[2] | - | - | $ 85,917 | - | - | n/a |
| - | Indirect Charges[3] | - | - | $ 1,073 | - | - | n/a |
| | **GRAND TOTAL** | **$ 550,000** | **$ 300.00** | **$ 87,320** | **$ 549,700** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Funding for community art projects.*

*3) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

*Note: Small variances may appear due to rounding.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from this fund in Fiscal Year 19/20.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from this fund in Fiscal Year 19/20.

## Funds 603 and 605 Water Resource Development Fee and Capital Facility Charge

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City collects a Water Resource Development Fee and Capital Facility Charge for new, expanded, or additional service connections based on the diameter of the meter installation directly related to the volume of water required for the new, expanded, or additional service connection.

*Figure 5 – Advanced Water Purification Facility, Oxnard*

The Water Resource Development Fee pays for the development of new water resources, such as recycled water, to offset demand by new

customers, and water conservation projects, reducing water demand. The Water Resource Development Fee was adopted by Ordinance 2624 consistent with the requirement of Government Code Sections 54999 through 54999.6.

The Water Capital Facility Charge pays for master-planned capacity improvements to the City's water system, such as the addition of new production, treatment, storage, transmission, and distribution facilities. The Water Capital Facility Charge was adopted by Resolution 9717.

**Requirement 2. Amount of the fee.**

The Water Resource Development Fee and Capital Facility Charge for Fiscal Year 19/20 are summarized in Table 23.

**Table 23: Water Resource Development Fee and Capital Facility Charge**

| Water Meter Size | Water Resource Development Fee as of July 1, 2019 | Water Capital Facility Charge as of July 1, 2019 | Total Water Connection Fee |
|---|---|---|---|
| ¾" | $ 2,792 | $ 341 | $ 3,133 |
| 1" | $ 5,583 | $ 682 | $ 6,265 |
| 1 ½" | $ 8,375 | $ 1,023 | $ 9,398 |
| 2" | $ 13,958 | $ 1,706 | $ 15,664 |
| 3" | $ 30,708 | $ 3,752 | $ 34,460 |
| 4" | $ 47,458 | $ 5,799 | $ 53,257 |
| 6" | $ 92,125 | $ 11,257 | $ 103,382 |
| 8" | $ 147,958 | $ 18,080 | $ 166,038 |
| 10" | $ 315,457 | $ 38,548 | $ 354,005 |
| 12" | $ 502,498 | $ 61,404 | $ 563,902 |

**Requirement 3. Beginning and ending balance in the account or fund.**

Tables 24 and 25 summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for Fiscal Year 19/20.

**Requirement 4. Amount of fees collected and the interest earned during the previous year.**

Tables 24 and 25 summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during Fiscal Year 19/20.

**Table 24: Water Resource Development Fee Fund Summary**

| Fund 603 | | |
|---|---|---|
| **Water Resource Development Fee** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **17,918,515.91** |
| ***Revenues*** | | |
| Fees Collected | $ | 498,971.00 |
| Interest Earned | $ | 271,437.40 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **770,408.40** |
| ***Expenses*** | | |
| Project Expenses | $ | (520,003.48) |
| Other Charges[1] | $ | (20,454.46) |
| **Total Expenses** | **$** | **(540,457.94)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **18,148,466.37** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Table 25: Water Capital Facility Charge Fund Summary**

| Fund 605 | | |
|---|---|---|
| **Water Capital Facility Charge** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **2,867,299.76** |
| ***Revenues*** | | |
| Fees Collected | $ | 61,727.00 |
| Interest Earned | $ | 39,368.04 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **101,095.04** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Developer Reimbursement | $ | (166,985.00) |
| Other Charges[1] | $ | (4,252.00) |
| **Total Expenses** | **$** | **(171,237.00)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **2,797,157.80** |

*1) Other Charges include expenses for General Fund Indirect Charges and Other/Bank Charges.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 26 and 27 summarize the expenditure for this past year for the Water Resource Development Fee and Capital Facility Charge.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 26 and 27 summarize the planned future expenditures for the Water Resource Development Fee and Capital Facility Charge.

## Table 26: Water Resource Development Fee Project Expenditures

| Project No. | Project Name | Project Budget | Fund 603 Expense to Date | Fund 603 Expense FY 19-20 | Fund 603 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 106002 | Water Backbone Hueneme II/Hueneme Road Recycled Water Pipeline - Phase II | $ 16,320,000 | $ 410,954 | $ 167,600 | $ 13,952,400 | 88% | 2021 |
| 116505 | Great ASR Wells | $ 1,465,169 | $ 504,632 | $ 352,404 | $ 138,639 | 44% | 2021 |
| n/a | AWPF Recycled Water Storage Construction | $ 3,000,000 | $ - | $ - | $ 3,000,000 | 100% | 2022 |
| - | AWPF Improvements - Phase II | $ 28,333,334 | - | - | $ 28,333,334 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ 20,455 | - | - | n/a |
| | **GRAND TOTAL** | **$ 49,118,503** | **$ 915,586** | **$ 540,458** | **$ 45,424,373** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

## Table 27: Water Capital Facility Charge Project Expenditures

| Project No. | Project Name | Project Budget | Fund 605 Expense to Date | Fund 605 Expense FY 19-20 | Fund 605 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 216504 | Recycled Water Feature at Campus Park | $ 1,600,000 | - | - | $ 1,600,000 | 100% | 2021 |
| - | Aquifer Storage and Recovery (ASR) Wells Construction | $ 7,800,000 | - | - | $ 7,800,000 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ 4,252 | - | - | n/a |
| - | Developer Reimbursement[3] | - | - | $ 166,985 | - | - | n/a |
| | GRAND TOTAL | **$ 9,400,000** | **$ -** | **$ 171,237** | **$ 9,400,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

*3) Annual reimbursement payment to Riverpark Legacy/Shea Homes for waterline in Vineyard Avenue. Payment 1 of 10.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan**.**

There were no transfers or loans from these funds in Fiscal Year 19/20.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 19/20.

## Funds 613 and 623 Wastewater Connection Fee and Wastewater Treatment Connection Fee

**Requirement 1.** Brief description of the type of fee in the account or fund.

The City collects a Wastewater System Connection Fee and Wastewater Treatment Connection Fee for new, expanded, or additional service connections. The City imposes fees based on new development's prorated share of the cost of constructing the improvements identified in the City's Master Plans for Wastewater Treatment and Conveyance. The current wastewater fees was adopted by Ordinance 2709.

**Requirement 2.** Amount of the fee.

The Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 19/20 are summarized in Table 28.

**Table 28: Wastewater Connection Fee and Wastewater Treatment Fee**

| Water Meter Size | Wastewater Collection Connection Fee as of July 1, 2019 | Wastewater Treatment Connection Fee as of July 1, 2019 | Total Wastewater Connection Fee |
|---|---|---|---|
| 5/8" & 3/4" | $ 3,798 | $ 1,458 | $ 5,256 |
| 1" | $ 7,596 | $ 2,916 | $ 10,512 |
| 1 ½" | $ 11,394 | $ 4,374 | $ 15,768 |
| 2" | $ 18,990 | $ 7,290 | $ 26,280 |
| 3" | $ 41,778 | $ 16,038 | $ 57,816 |
| 4" | $ 64,566 | $ 24,786 | $ 89,352 |
| 6" | $ 125,334 | $ 48,114 | $ 173,448 |
| 8" | $ 201,294 | $ 77,274 | $ 278,568 |
| 10" | $ 429,174 | $ 164,754 | $ 593,928 |
| 12" | $ 683,640 | $ 262,440 | $ 946,080 |

**Requirement 3. Beginning and ending balance in the account or fund.**

Tables 29 and 30 summarize the beginning and ending fund balances for the Wastewater Connection Fee and Wastewater Treatment Connection Fee for Fiscal Year 19/20.

**Requirement 4. Amount of fees collected and the interest earned during the previous year.**

Tables 29 and 30 summarize the fees collected and the interest earned for the Wastewater Connection Fee and Wastewater Treatment Connection Fee during Fiscal Year 19/20.

## Table 29: Wastewater Collection Connection Fee Fund Summary

| Fund 613 | | |
|---|---|---|
| **Wastewater Collection Connection Fee** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **3,219,943.46** |
| ***Revenues*** | | |
| Fees Collected | $ | 464,093.21 |
| Interest Earned | $ | 46,921.26 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **511,014.47** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (9,881.35) |
| **Total Expenses** | **$** | **(9,881.35)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **3,721,076.58** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

## Table 30: Wastewater Treatment Connection Fee Fund Summary

| Fund 623 | | |
|---|---|---|
| **Wastewater Treatment Connection Fee** | | |
| **Beginning Fund Balance as of July 1, 2019** | **$** | **4,854,721.79** |
| ***Revenues*** | | |
| Fees Collected | $ | 1,283,676.23 |
| Interest Earned | $ | 85,500.86 |
| Other Revenues | $ | - |
| **Total Revenues** | **$** | **1,369,177.09** |
| ***Expenses*** | | |
| Project Expenses | $ | - |
| Other Charges[1] | $ | (9,354.82) |
| **Total Expenses** | **$** | **(9,354.82)** |
| **Transfers In** | **$** | **-** |
| **Transfers Out** | **$** | **-** |
| **Ending Balance as of June 30, 2020** | **$** | **6,214,544.06** |

*1) Other Charges include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, and Temporary Assistance.*

**Requirement 5.** Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Tables 31 and 32 summarize the expenditures for this past year for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

**Requirement 6.** An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

Tables 31 and 32 summarize the planned future expenditures for the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee.

**Table 31: Wastewater Collection Connection Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 613 Expense to Date | Fund 613 Expense FY 19-20 | Fund 613 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| n/a | Rice Avenue Sewer Pipeline Improvements | $ 1,380,000 | $ 50,000 | - | $ 1,330,000 | 100% | 2023 |
| n/a | Various Sewer Pipeline Expansion | $ 1,300,000 | - | - | $ 1,300,000 | 100% | 2024 |
| n/a | Ventura Road Sewer Pipeline Improvements | $ 1,755,197 | - | - | $ 1,755,197 | 100% | 2022 |
| n/a | 3rd and Navarro Sewer Pipeline Improvements | $ 364,869 | - | - | $ 364,869 | 100% | 2022 |
| - | Indirect Charges[2] | - | - | $ 9,881 | - | - | n/a |
| | **GRAND TOTAL** | $ 4,800,066 | $ 50,000 | $ 9,881 | $ 4,750,066 | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Table 32: Wastewater Treatment Connection Fee Project Expenditures**

| Project No. | Project Name | Project Budget | Fund 623 Expense to Date | Fund 623 Expense FY 19-20 | Fund 623 Future Expenditures[1] | % Funded by Fee | Approx. Construction Start Date[1] |
|---|---|---|---|---|---|---|---|
| 186626 | AWTP Reliability Improvements | $ 10,480,000 | - | - | $ 2,100,000 | 20% | 2022 |
| | AWTP Electrical Improvements | $ 16,941,000 | | - | $ 5,500,000 | 32% | |
| - | Indirect Charges[2] | - | - | $ 9,355 | - | - | n/a |
| | **GRAND TOTAL** | **$ 27,421,000** | **$ -** | **$ 9,355** | **$ 7,600,000** | | |

*1) City of Oxnard 2019-2024 Capital Improvement Program. Construction start date may be revised pending availability of funds.*

*2) Indirect Charges include costs related to Human Resources, Finance, City Manager, City Attorney, Treasurer, City Clerk, City Council, etc.*

**Requirement 7.** Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

There were no transfers or loans from these funds in Fiscal Year 19/20.

**Requirement 8.** Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

No refunds were made from these funds in Fiscal Year 19/20.

## Fund Summary

Table 33 provides an accounting of each impact fee fund and a total impact fee account balance. The table summarizes the starting fund balance, the amount of fees collected, the interest earned, the total expenditures, and the fiscal year ending fund balance.

## Table 33: Development Impact Fee Fund Summary

| Description | Park Acquisition & Development | Storm Drain Facilities Fee | Circulation System Improvement Fee | Capital Growth Fee (Residential) | Capital Req. Growth Fee (Non-Residential) | Public Art Program Fee | Water Resource Development Fee | Water Capital Facility Charge | Wastewater Connection Fee | Wastewater Treatment Connection Fee |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund No.** | **352** | **353** | **354** | **355** | **356** | **547** | **603** | **605** | **613** | **623** |
| **Starting Balance** | | | | | | | | | | |
| As of July 1, 2019 | $ 617,977 | $ 8,400,110 | $ 7,121,156 | $ 1,235,645 | $ 116,263 | $ 320,916 | $ 17,918,516 | $ 2,867,300 | $ 3,219,943 | $ 4,854,722 |
| **REVENUES** | | | | | | | | | | |
| Fees Collected | $ 23,900 | $ 152,897 | $ 997,148 | $ 725,391 | $ 47,080 | - | $ 498,971 | $ 61,727 | $ 464,093 | $ 1,283,676 |
| Interest | $ 8,698 | $ 115,279 | $ 111,572 | $ 18,866 | $ 322 | - | $ 271,437 | $ 39,368 | $ 46,921 | $ 85,501 |
| Other Revenues | - | - | $ 114,837 | - | $ (116) | $ 39,672 | - | - | - | - |
| **Total Revenues** | **$ 32,598** | **$ 268,176** | **$ 1,223,556** | **$ 744,257** | **$ 47,287** | **$ 39,672** | **$ 770,408** | **$ 101,095** | **$ 511,014** | **$ 1,369,177** |
| **EXPENDITURES** | | | | | | | | | | |
| Project Expenditures | - | - | $ (482,458) | - | - | $ (300) | $ (520,003) | - | - | - |
| Other Expenditures[1] | $ (750) | $ (35,494) | $ (53,129) | $ (135,843) | $ (792) | $ (87,019) | $ (20,454) | $ (171,236) | $ (9,881) | $ (9,355) |
| **Total Expenditures** | **$ (750)** | **$ (35,494)** | **$ (535,587)** | **$ (135,843)** | **$ (792)** | **$ (87,319)** | **$ (540,458)** | **$ (171,236)** | **$ (9,881)** | **$ (9,355)** |
| **Transfers in** | - | - | - | - | - | - | - | - | - | - |
| **Transfers Out** | - | - | - | $ (427,968) | $ (142,656) | - | - | - | - | - |
| **Net Transfers** | **$ -** | **$ -** | **$ -** | **$ (427,968)** | **$ (142,656)** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Ending Balance** | | | | | | | | | | |
| As of June 30, 2020 | **$ 649,824** | **$ 8,632,792** | **$ 7,809,126** | **$ 1,416,091** | **$ 20,102** | **$ 273,269** | **$ 18,148,466** | **$ 2,797,159** | **$ 3,721,077** | **$ 6,214,544** |

1: Other Expenditures include expenses for General Fund Indirect Charges, Other/Bank Charges, Developer Reimbursement, Bond Payments, Temporary Assistance, and Art Grants.

Note: Small variances may appear due to rounding.

## Section 3 – Fiscal Year 2019-2020 Five-Year Report

In accordance with Government Code Section 66001, the City provides the following information with respect to that portion of the Impact Fee accounts or sub-account(s) remaining unexpended, whether committed or uncommitted:

**Requirement 1**. Identification of the purpose to which the fees are to be put.

> The purpose of the Impact Fees imposed and collected on new development within the City is to fund the additional public facilities needed to serve the new development within the City. The fees were updated in May of 2020 and that report serves to further identify the specific purpose of each fee. The City's connection fees were not included as part of that update but will be subject to future updates once the City has updated their water and wastewater master plans.

**Requirement 2**. Demonstration of a reasonable relationship between the fee and the purposes for which they are charged.

> There is a roughly proportional, reasonable relationship between the new development upon which the Impact Fees are charged and the need for additional public facilities by reason of the fact that additional residents and employees will be generated by additional development within the City and the City does not have the capacity in its existing public facilities to accommodate these new residents and employees. Impact Fees charged on new development will be used to fund additional public facilities that are needed to serve the residents and employees generated from new development. By charging the fee based on the additional demand created by each land use, the fees directly correlate to the demand created by each new development. The City's May 19, 2020 Development Impact Fee Update contains a full nexus for each fee and the methodology that was used to spread the required facilities to each land use.

**Requirement 3**. Identification of all sources and amounts of funding anticipated to complete financing in incomplete improvements identified as part of the City's annual report.

> Table 34 is a summary of the amount of fees on hand for each fund as of June 30, 2020, as well as the estimated cost of future projects and necessary fee funding. These projects represent the City's 5 year CIP but additional projects have been identified as part of the May 2020 Development Impact Fee Update and will be added to this list through the City's CIP process.

**Table 34: Fees on Hand and Anticipated Project Cost**

| Fund | Impact Fee | Fee Balance | Cost of Future Projects | Portion Funded by DIF |
|---|---|---|---|---|
| 352 | Park Acquisition & Development | $ 649,824.12 | $ 1,265,952 | $ 1,215,952 |
| 353 | Storm Drain Facilities Fee | $ 8,632,792.37 | $ 13,450,000 | $ 13,450,000 |
| 354 | Circulation System Improvement Fee | $ 7,809,125.98 | $ 76,537,000 | $ 67,215,000 |
| 355 | Capital Growth Fee (Residential) | $ 1,416,091.02 | $ 24,765,000 | $ 9,799,300 |
| 356 | Capital Req. Growth Fee (Non-Residential) | $ 20,101.73 | $ 18,965,000 | $ 1,433,100 |
| 547 | Public Art Program Fee | $ 273,269.13 | $ 550,000 | $ 549,700 |
| 603 | Water - Resource Development Fee | $ 18,148,466.37 | $ 53,146,783 | $ 43,548,865 |
| 605 | Water - Capital Facility Charge | $ 2,797,158.71 | $ 9,400,000 | $ 9,000,000 |
| 613 | Wastewater - Connection Fee | $ 3,721,076.58 | $ 4,800,066 | $ 4,750,066 |
| 623 | Wastewater - Treatment Fee | $ 6,214,544.06 | $ 86,039,742 | $ 48,866,000 |

**Requirement 4**. Identification of the approximate dates on which the funding referred to in Requirement 3 is expected to be deposited into the appropriate account or fund.

Table 35 shows the approximate dates on which the fund are expected to be available for the Public Facility of all projects identified by the City. These projects represent the City's 5 year CIP but additional projects have been identified as part of the May 2020 Development Impact Fee Update and will be added to this list through the City's CIP process.

# Table 35: Summary of Incomplete Projects

| Description | Total Cost | Current Year Impact Fee Funding | Future Impact Fee Funding[1] | Amount Funded by Other Sources | Description of Other Sources | Approximate Construction Start |
|---|---|---|---|---|---|---|
| **Fund 352 - Park Acquisition and Development** | | | | | | |
| Via Marina Park Renovation | $ 1,265,952 | $ - | $ 1,215,952 | $ 50,000 | Measure O Sales Tax | 2023 |
| **Subtotal** | $ 1,265,952 | $ - | $ 1,215,952 | $ 50,000 | | |
| **Fund 353 - Storm Drain Facilities Fee** | | | | | | |
| Storm Drain Construction - Wooley Rd, Hemlock | $ 13,450,000 | $ - | $ 13,450,000 | $ - | n/a | 2022 |
| **Subtotal** | $ 13,450,000 | $ - | $ 13,450,000 | $ - | | |
| **Fund 354 - Traffic Circulation Fee** | | | | | | |
| Adaptive Traffic Signal | $ 1,527,000 | $ 12,775 | $ 325,000 | $ - | n/a | 2021 |
| Traffic Signal Modernization | $ 7,360,000 | $ 8,041 | $ 2,240,000 | $ 4,000,000 | Unknown | 2020 |
| Five Points Intersection Modernization | $ 250,000 | $ - | $ 250,000 | $ - | n/a | 2022 |
| Fifth Street & Pacific Ave Signal | $ 700,000 | $ - | $ 700,000 | $ - | n/a | 2026+ |
| ITS Master Plan Update | $ 250,000 | $ - | $ 250,000 | $ - | n/a | 2026+ |
| Traffic Circulation Improvements Fee Study | $ 500,000 | $ - | $ 500,000 | $ - | n/a | 2026+ |
| Traffic Intersection Capacity Improvements | $ 61,900,000 | $ - | $ 61,900,000 | $ - | n/a | 2026+ |
| Traffic Model Update | $ 200,000 | $ - | $ 200,000 | $ - | n/a | 2026+ |
| US 101/Del Norte Interchange Upgrade | $ 250,000 | $ - | $ 250,000 | $ - | n/a | 2021 |
| Tšumaš Creek Drainage and Linear Park Construction | $ 3,600,000 | $ - | $ 600,000 | $ 3,000,000 | Unknown | 2022 |
| **Subtotal** | $ 76,537,000 | $ 20,816 | $ 67,215,000 | $ 7,000,000 | | |
| **Fund 355 - Growth Requirement Capital Fee (Residential)** | | | | | | |
| Fire Station 4 Rebuild | $ 5,800,000 | $ - | $ 5,500,000 | $ 300,000 | Measure O Sales Tax | 2022 |
| Bond Payments - Civic Center Phase 2 | $ 18,965,000 | $ 427,968 | $ 4,299,300 | $ 14,237,732 | Growth Requirement (Non-Residential), General Fund | n/a |
| **Subtotal** | $ 24,765,000 | $ 427,968 | $ 9,799,300 | $ 14,537,732 | | |
| **Fund 356 - Growth Requirement Capital Fee (Non-Residential)** | | | | | | |
| Bond Payments - Civic Center Phase 2 | $ 18,965,000 | $ 142,656 | $ 1,433,100 | $ 17,389,244 | Growth Requirement (Residential), General Fund | n/a |
| **Subtotal** | $ 18,965,000 | $ 142,656 | $ 1,433,100 | $ 17,389,244 | | |
| **Fund 547 - Public Art Program Fee** | | | | | | |
| Downtown Arts Hub Murals Phase 1 | $ 45,000 | $ 300 | $ 44,700 | $ - | n/a | 2022 |
| Downtown Arts Hub Murals Phase 2 | $ 200,000 | $ - | $ 200,000 | $ - | n/a | 2024 |
| Downtown Arts Hub Murals Phase 3 | $ 60,000 | $ - | $ 60,000 | $ - | n/a | 2025 |
| Downtown Arts Hub Sculptures/Installations | $ 50,000 | $ - | $ 50,000 | $ - | n/a | 2026 |
| Citywide Murals | $ 150,000 | $ - | $ 150,000 | $ - | n/a | 2026 |
| Oxnard Utility Boxes | $ 10,000 | $ - | $ 10,000 | $ - | n/a | 2023 |
| Arts Academy | $ 850,000 | $ - | $ 626,000 | $ 224,000 | General Fund | 2023 |
| **Subtotal** | $ 1,365,000 | $ 300 | $ 1,140,700 | $ - | | |
| **Fund 603 - Water Resource Development Fee** | | | | | | |
| 2021 Water Bonds | $ 21,813,449 | $ - | $ 12,215,531 | $ 9,597,918 | Water Operating Fund | n/a |
| AWPF Recycled Water Storage Construction | $ 3,000,000 | $ - | $ 3,000,000 | $ - | n/a | 2024 |
| AWPF Improvements - Phase II | $ 28,333,334 | $ - | $ 28,333,334 | $ - | n/a | 2023 |
| **Subtotal** | $ 53,146,783 | $ - | $ 43,548,865 | $ 9,597,918 | | |
| **Fund 605 - Water Capital Facility Charge** | | | | | | |
| Recycled Water Feature at Campus Park | $ 1,600,000 | $ - | $ 1,200,000 | $ - | n/a | 2022 |
| Aquifer Storage and Recovery (ASR) Wells Construction | $ 7,800,000 | $ - | $ 7,800,000 | $ - | n/a | 2023 |
| **Subtotal** | $ 9,400,000 | $ - | $ 9,000,000 | $ - | | |
| **Fund 613 - Wastewater Connection Fee** | | | | | | |
| Rice Avenue Sewer Pipeline Improvements | $ 1,380,000 | $ 50,000 | $ 1,330,000 | $ - | n/a | 2022 |
| Various Sewer Pipeline Expansion | $ 1,300,000 | $ - | $ 1,300,000 | $ - | n/a | 2024 |
| Ventura Road Sewer Pipeline Improvements | $ 1,755,197 | $ - | $ 1,755,197 | $ - | n/a | 2022 |
| 3rd and Navarro Sewer Pipeline Improvements | $ 364,869 | $ - | $ 364,869 | $ - | n/a | 2022 |
| **Subtotal** | $ 4,800,066 | $ 50,000 | $ 4,750,066 | $ - | | |
| **Fund 623 - Wastewater Treatment Connection Fee** | | | | | | |
| OWTP Reliability Improvements | $ 20,023,391 | $ - | $ 12,500,000 | $ 7,523,391 | Wastewater Treatment Operat | 2022 |
| OWTP System SCADA Improvements | $ 9,444,145 | $ - | $ 4,500,000 | $ - | n/a | 2023 |
| OWTP Electrical Vault | $ 5,175,000 | $ - | $ 2,175,000 | $ - | n/a | 2023 |
| OWTP Motor Control Center | $ 8,148,381 | $ - | $ 5,350,000 | $ - | n/a | 2023 |
| OWTP Maintenance Storage Building | $ 7,946,348 | $ - | $ 4,550,000 | $ - | n/a | 2023 |
| OWTP Clarifiers and Activated Sludge Improvements | $ 8,164,684 | $ - | $ 5,100,000 | $ - | n/a | 2023 |
| OWTP Electrical Improvements | $ 27,137,793 | $ - | $ 14,691,000 | $ - | n/a | 2023 |
| **Subtotal** | $ 86,039,742 | $ - | $ 48,866,000 | $ 7,523,391 | | |

CITY OF OXNARD CALIFORNIA

**FINANCE AND GOVERNANCE COMMITTEE**
**AGENDA REPORT**

**INFORMATION/CONSENT AGENDA**
**AGENDA ITEM NO. J.7**

**DATE:** July 20, 2021

**TO:** Finance & Governance Committee

**FROM:** Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

**SUBJECT:** Termination of City of Oxnard City Corps Social Security Replacement Plan.

## RECOMMENDATION

That the City Council adopt a resolution terminating the already-frozen City of Oxnard City Corps Social Security Replacement Plan, authorizing distribution of all refunds and benefits under the Plan following such termination, and delegating authority to take all necessary and appropriate actions to effectuate the Plan's termination.
(The Finance and Governance Committee approved 3-0 on June 22, 2021, to approve the staff recommendation and to forward the item for Council approval.)

## BACKGROUND

The matter at hand involves the distribution of refunds and benefits to eligible City Corps employees ("Employees") who were participants in a City of Oxnard City Corps Social Security Replacement Plan ("Frozen Plan"), which was a 457(b) Plan established by the City on January 1, 1992.

The issue of the Frozen Plan was first discovered during the organizational assessment conducted in 2015. A presentation of the issues was first provided to the Finance and Governance Committee on April 9, 2019. Since that presentation, it has taken considerable time to develop a strategy to close the Frozen Plan and transfer the proceeds to eligible Employees. This has been due to the unavailability of records, Payroll staff turnover, and slow development of the approach to close the Frozen Plan, which involved outside attorneys, financial actuaries, and retirement plan advisors.

### DISCUSSION

The City maintains the Frozen Plan, a retirement plan that provides tax-deferred benefits to the Employees. Under federal tax law, compensation paid to City Corps employees is exempt from Social Security taxes for any period during which the employee is covered by a retirement plan that satisfies certain requirements to be a Social Security Replacement Plan. The Frozen Plan served as the Social Security Replacement Plan for the Employees from 1992 through 2011.

From 2012 to 2015, the City paid Social Security taxes on the Employees' compensation, thereby eliminating the need for coverage under the Frozen Plan for that period of time. Effective January 1, 2015, the City adopted a new retirement plan that has since served as the Social Security Replacement Plan for the Employees (the

"Updated Replacement Plan"). This Updated Replacement Plan, which effectively replaced the Frozen Plan as of 2015, is currently administered by VOYA Financial.

For these reasons, the Frozen Plan ceased being utilized as of December 31, 2011 ("Inactive Date"). Since the Inactive Date, no participant has earned benefits under the Frozen Plan, nor have any new participants been added to the Frozen Plan. However, there are Employees that are entitled to reimbursements under the Frozen Plan for benefits earned before 2012.

Over the past year, City staff has consulted with Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") to obtain legal guidance concerning the Frozen Plan. Pillsbury has recommended that the City terminate the Frozen Plan and distribute the accrued benefits to the Employees for two reasons. First, since the Inactive Date, the Frozen Plan has not served any relevant purpose. As mentioned previously, since January 1, 2015, the Updated Replacement Plan has served as the Social Security Replacement Plan for the Employees. Second, the City bears the expenses associated with the ongoing maintenance of the Frozen Plan. Once the Frozen Plan is terminated, the City will no longer incur these costs.

There are three groups of the Employees that are entitled to refunds or benefits from the Frozen Plan, as follows:

| **Eligible City Corps Employees** | **Amounts Owed by City** |
|---|---|
| Group 1 | Entitled to refunds of 2% contributions made to the Frozen Plan for 1992–2011 PERS-covered City employment |
| Group 2 | Entitled to refunds of 2% contributions made to the Frozen Plan for 2012–2015 City employment covered by Social Security taxes |
| Group 3 | Entitled to benefits for eligible 1992–2011 City employment covered by the Frozen Plan |

The total refunds and benefits projected to be accrued for these Employees as of June 30, 2021, is as follows:

| | |
|---|---|
| Group 1: | $ 96,212 |
| Group 2: | 211,102 |
| Group 3: | 263,842 |
| **Total** | **$571,156** |

These amounts are subject to change as interest accrues until disbursement.

The refunds to the Employees in Group 1 will be distributed as taxable payments, while Employees in Groups 2 and 3 will have the option to either choose to take the payments as taxable distributions or as a pre-tax rollover to an IRA. This option will not impact the cost to the City.

Staff recommends that City Council adopt the attached resolution, which accomplishes the following:

1. Terminates the Frozen Plan,
2. Authorizes distribution of all benefits and refunds owed under the Frozen Plan as soon as administratively practicable after the Frozen Plan's termination, and
3. Delegates to the City Manager the authority to take all appropriate and necessary actions to effectuate

the Frozen Plan's termination in accordance with applicable law.

## STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

## FINANCIAL IMPACT

There is no budgetary impact from the adoption of this resolution terminating the Frozen Plan. The total amount due to City Corps employees is already recorded as a liability in the General Fund in City Account No. 101-0000-201-3900.

*Prepared by: Mike More, Human Resources Manager*

## ATTACHMENTS

1. Attachment No 1 - City Council Resolution - City Corps 457(b) Plan Termination
2. Attachment No 2 - City Council Presentation - City Corps 457(b) Plan Termination

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING AND TERMINATING THE CITY OF OXNARD TEMPORARY EMPLOYEE PLAN AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the City of Oxnard ("City") maintains the City of Oxnard City Corps Social Security Replacement Plan, formally named the City of Oxnard Temporary Employee Plan and originally effective January 1, 1992 ("Frozen Plan"), a retirement plan intended to qualify for tax-favored treatment, for the benefit of eligible City Corps employees; and

WHEREAS, the Frozen Plan served as a Social Security replacement plan, such that City compensation paid to City Corps employees was exempt from Social Security taxes during any period those employees were earning benefits under the Frozen Plan; and

WHEREAS, no contributions have been made to, and no individual has become a participant in, the Frozen Plan since December 31, 2011, and the City has adopted a different retirement plan to serve as the Social Security replacement plan for eligible City Corps employees; and

WHEREAS, the City retains the right to amend or terminate the Frozen Plan at any time and for any reason; and

WHEREAS, the Finance and Governance Committee has recommended that the City Council take the following actions with respect to the Frozen Plan: (i) terminate the Frozen Plan; (ii) distribute to the appropriate participants and beneficiaries all remaining refunds and benefits owed under the Frozen Plan as soon as administratively practicable after the termination date; and (iii) delegate to the City Manager the authority to take all appropriate and necessary actions to effectuate the plan's termination in accordance with applicable law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.

2. The Frozen Plan is hereby terminated, effective the date that this resolution is adopted (the "Termination Date").

3. As soon as administratively practicable after the Termination Date, all refunds and benefits under the Frozen Plan will be distributed to the proper participants and beneficiaries.

4. The City Manager is hereby authorized and directed to take any and all other necessary and appropriate actions to effectuate the Plan's termination, including but not limited to prepare, execute and deliver all documents (including additional amendments to the Frozen Plan) on behalf of the City as the City Manager deems necessary or appropriate to effectuate the purposes

and intent of the foregoing resolutions, and to engage any vendors to facilitate the Frozen Plan's termination, and any such actions heretofore taken are hereby approved, ratified, and confirmed.

PASSED AND ADOPTED THIS ____ day of _____ 2021, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

# TERMINATION OF CITY OF OXNARD CITY CORPS SOCIAL SECURITY REPLACEMENT PLAN

## Presented to the City Council

Mike More, Human Resources Manager

July 20, 2021

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION

That the City Council adopt a resolution terminating the already-frozen City of Oxnard City Corps Social Security Replacement Plan, authorizing distribution of all refunds and benefits under the Plan following such termination, and delegating authority to take all necessary and appropriate actions to effectuate the Plan's termination.

# BACKGROUND

- This issue concerns the distribution of refunds/benefits from a 457(b) retirement plan to City Corps employees ("Frozen Plan")
  - Frozen Plan was established January 1, 1992
- First discovered as a concern during 2015 organizational assessment
- Initially presented to Finance & Governance Committee on April 9, 2019; returned to Committee on June 22, 2021

# CITY CORPS SOCIAL SECURITY REPLACEMENT PLAN (“FROZEN PLAN”)

- 457(b) plan that provides tax-deferred benefits to eligible City Corps Employees
- Established effective January 1, 1992
- City Corps Employees covered under various retirement plans during the following 3 timeframes:
  - 1/1992 – 12/2011: Frozen Plan
  - 1/2012 – 12/2014: Social Security
  - 1/2015 – Present: Updated Replacement Plan (through VOYA)
- Since the Frozen Plan stopped being utilized December 31, 2011:
  - No employee has earned new benefits
  - No new participants have been added
  - It can be terminated and benefits/refunds can be disbursed

# PLAN OF ACTION

- Terminate the Frozen Plan via the attached resolution
- Distribute assets of the Frozen Plan to City Corps Employees based upon the following categories:

| Current and Former City Corps Employees | Amounts Owed by City |
|---|---|
| **Group 1** | Entitled to refunds of 2% contributions made to the Frozen Plan for 1992–2011 PERS-covered City employment |
| **Group 2** | Entitled to refunds of 2% contributions made to the Frozen Plan for 2012–2015 City employment covered by Social Security taxes |
| **Group 3** | Entitled to benefits for eligible 1992–2011 City employment covered by the Frozen Plan |

- Current/Former City Corps Employees will receive refunds totaling $571,156* as of 6/30/21 as follows:
  - Group 1: 393 employees, $96,212* (taxable)
  - Group 2: 336 employees, $211,102* (rollover to IRA or taxable)
  - Group 3: 132 employees, $263,842* (rollover to IRA or taxable)

* Subject to change as interest accrues until disbursement

# RECOMMENDATION

That the City Council adopt a resolution terminating the already-frozen City of Oxnard City Corps Social Security Replacement Plan, authorizing distribution of all refunds and benefits under the Plan following such termination, and delegating authority to take all necessary and appropriate actions to effectuate the Plan's termination.

CITY OF
OXNARD
CALIFORNIA

# QUESTIONS?

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.1**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

**SUBJECT:** Avalon Homes Project Affordable Housing In-Lieu Fee Request: Planning and Zoning (PZ) Permit No. 20-600-07 (Pre-Application) located southeast of the corner of South Harbor Boulevard and West Fifth Street and just north of the existing Oxnard Dunes subdivision (APNs: 196-0-010-275, -225, and -235). (0/10/10)

## RECOMMENDATION

That the City Council receive a summary report and provide comments on a Pre-Application request by Oxnard Dunes, LLC to pay the City's Affordable Housing In-Lieu Fee estimated at $2,016,000 instead of constructing six (6) affordable housing units onsite for a proposed residential subdivision project consisting of a maximum of 56 residential dwelling units on 8.75 acres of a 38.33 acre property consistent with Ordinance No. 2980.
(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/2sW2tH-Tkh0

## BACKGROUND

On May 19, 2020, the City Council adopted Resolution No. 15,330 (Attachment A), which approved the Affordable Housing In-Lieu Fee Nexus Study (Study) and updated Affordable Housing In-Lieu Fees. Additionally, on June 2, 2020, the City Council adopted Ordinance No. 2980 (Attachment B), which updated affordable housing requirements for new developments and Affordable Housing In-Lieu Fee payments. The City's previous Inclusionary Housing Ordinance was last updated in 2006 and established fees that were considerably lower. In most cases under the 2006 fee schedule, the City Council had not supported developers' request to pay the Affordable Housing In-Lieu Fees based on the lower Affordable Housing In-Lieu Fee payments, and instead the City Council directed applicants to construct the affordable units onsite.

The project is currently going through the project review process and will require approval of a Tentative Tract Map (TTM; PZ No. 16-300-03; Tract 5888) and Coastal Development Permit (CDP; PZ No. 16-400-02). Both the TTM and CDP will require review by the Planning Commission and City Council through a public hearing. Additionally, the project is subject to the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines (Thresholds). A draft EIR for a 65 residential unit project was prepared and circulated for public review and comment from December 24, 2019 and ended on February 24, 2020. Subsequent to the public review period, the applicant team modified the project from a 65 to 56 residential unit project, and the draft EIR is being updated to reflect the modified project. The 65 residential unit draft EIR is still available for review on the Planning Division's website: https://www.oxnard.org/city-

department/community-development/planning/environmental-documents/.

**ANALYSIS**

The applicant has submitted a Pre-Application requesting to pay the City's 2020 Affordable Housing In-Lieu Fee instead of constructing the required six (6) affordable housing units onsite. The Pre-Application process allows City Council (Council) members an opportunity to make individual comments concerning the Affordable Housing In-Lieu Fee payment request pursuant to Ordinance No. 2980. The Council's preliminary comments may be helpful for the applicant to refine their request or to determine whether to pursue building the required affordable units onsite. Comments provided by the Council on a Pre-Application do not constitute a decision or endorsement of the proposal. In accordance with State Law, no formal direction or decision making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies and public notice has been provided. Input provided by the Council will help inform the Applicant's decision to proceed through the entitlement process.

Request to Pay Affordable Housing In-Lieu Fee

The applicant is proposing to construct a maximum 56 for-sale single-family residential units. Pursuant to City Council Ordinance No 2980, not less than 10% of the total number of dwelling units offered for-sale shall in the project be sold at an affordable housing cost to persons and families of lower income, as defined in California Health and Safety Code Section 50079.5. Based on the aforementioned, the project is required to provide six (6) affordable units onsite.

Pursuant to Section 10(a) of Ordinance 2980, a developer may make a written request that instead of providing such affordable housing units within the proposed project or off-site, the developer make an Affordable Housing In-Lieu Fee payment to the City's Affordable Housing In-Lieu Fee Fund. All projects for which the developer makes a request to make a payment shall be subject to the City's Pre-Application process.

The applicant has submitted a letter stating their justification for requesting the Affordable Housing In-Lieu Fee payment (See Attachment E). The applicant's justification for requesting the Affordable Housing In-Lieu Fee payment instead of providing the affordable housing units onsite is based on three reasons:

1. We strongly believe the City would be able to provide more units of affordable housing with the payment of the in-lieu fees than the provision of affordable housing on site. City of Oxnard policies require the provision of six (6) affordable units on site. We believe that the cumulative in-lieu fees can be leveraged for the production of a greater number of units at an offsite location. Furthermore, we believe that the fees can be utilized on priority projects identified by the City's Housing Department, furthering the reach and impact of these fees.
2. To date, no other residential development in the Oxnard Coastal Zone has been required to provide affordable housing, including other Oxnard Shores Company projects in the project vicinity. The most recent example of this is the 'Anacapa' project, which was approved by the City Council in September 2017.
3. The General Plan and Zoning designations of the site and of the greater Oxnard Dunes community, in conjunction with the land values of the community, make the provision of affordable units economically infeasible.

The applicant states that the request for the Affordable Housing In-Lieu Fee payment for this project is justified because the City could potentially yield more affordable units with the Affordable Housing In-Lieu Fee payment generated by this project (approximately $2,016,000) than by providing the required six (6) affordable units onsite. Utilizing in-lieu fee payments and leveraging these funds with other funding sources available for the development of affordable housing is a successful approach to produce affordable units while considering fees imposed throughout the region.

The City of Oxnard has worked with non-profits and other developers to leverage funding collected from in-lieu fees with other federal and state funding sources to facilitate the development of hundreds of affordable units over the past several years. The Central Terrace Apartments project in Downtown Oxnard, approved by City Council on June 1 , 2021,

is an example of a project that used in-lieu fees collected by the City from developers to close the financial gap to secure funding for construction of affordable units.Once the developer secures project funding, the City will provide $1,250,000 from in-lieu fees as gap financing for the construction of eighty-six (86) affordable rental units and one (1) unrestricted manager's unit. The City's gap-financing of $1,250,000, will require the Central Terrace Apartments development to provide eight (8) one-bedroom permanent supportive housing units for homeless households with annual incomes at or below fifty-percent of the area median income.

Reasons 2 and 3 of the applicant's justification are interrelated. The Anacapa project is located immediately south of the proposed Avalon project site and was approved by the City Council in September of 2011, and November 2017. The original Anacapa project was approved by the City Council in September of 2011 and consisted of 70 townhome units for ownership and was approved to pay the Affordable Housing In-Lieu Fee payment. In November 2017, the City Council approved the Anacapa project which was redesigned to include 50 townhome units for ownership and was also approved to pay the Affordable Housing In-Lieu Fee payment. During the November 2017 City Council deliberations, the City Council recognized that there was a potential economic hardship presented to the developer if he was required to provide affordable housing units onsite for the 50 residential unit for ownership project; however, the City Council was concerned with the Affordable Housing In-Lieu Fee payment being considerably lower (approximately $5,000 per unit) than fees adopted by other cities and the disadvantage that placed on the City. The City Council found that the project should not be penalized for the City's existing Affordable Housing In-Lieu Fees and approved the applicant's request to pay the Affordable Housing In-Lieu Fee payment but directed staff to update the Affordable Housing In-Lieu Fees.

The City Council adopted Affordable Housing In-Lieu Fees are to be phased in over a three-year span starting on July 1, 2020. The City Council adopted the following Affordable Housing In-Lieu Fees:

| Unit Type | Year 1 (July 1, 2020) | Year 2 (July 1, 2021) | Year 3 (July 1, 2022) |
|---|---|---|---|
| Single-Family | $21,500 | $28,750 | $36,000 |
| Multi-Family For Sale | $20,250 | $27,625 | $35,000 |

The Affordable Housing In-Lieu Fee for each unit shall be based upon the date when the developer is issued a Building Permit for each unit. Prior to issuance of the Building Permit, the Affordable Housing In-Lieu Fee must be paid.

Assuming building permits were to be issued for 56 for-sale single-family units on or after July 1, 2022, the Affordable Housing In-Lieu Fee based on the fees currently in place would equal $2,016,000 [(56 Single-Family units) x ($36,000)].

The City Council will ultimately determine if the Affordable Housing In-Lieu Fee payment is appropriate when the project is brought for their formal review. If the request is granted, the payment shall be calculated using the City's adopted Affordable Housing In-Lieu Fee schedule in place when the building permit is issued.

Project Characteristics

For context, this report includes a brief project description. The proposed project includes 56 residential dwelling units on 8.75 acres of a 38.33 project site. The units range in size from 2,582 to 2,757 square feet (Attachment C & D).

The project also proposes a restoration plan for 29.58-acres of the project site that is not intended to be developed. The restoration plan is intended to improve the current Coastal Resource Protection (PR) designated dunes and open space, which includes sensitive habitats associated with the Oxnard Dunes and riparian vegetation, with minor improvements to allow controlled public access. These improvements include a small parking lot, ADA accessible loop path, and an extended loop trail through the open space area. The restoration plan also identifies potential areas for enlargement of willow thickets, as a measure to compensate for the direct loss of similar habitat by the residential component of the project.

The project would include one private road with gated entry off of Dunes Street to the west, and a second security gate at Canal Street to the south. The project would connect to the terminus of Canal Street for egress and use by emergency

vehicles only. The proposed private road would have a width of 36 feet with sidewalks and rolled curbs for aesthetic purposes. Street trees would be located within the lots and would be maintained by a future homeowners association.

Existing/Surrounding Land Uses

| Location | General Plan / Coastal Land Use Plan Land Use Designation | Zoning Designation | Existing Land Use |
|---|---|---|---|
| Project Site | Residential Existing (REX)/ Resource Protection (RP) | Coastal Low-Density Multiple Family (R-2-C)/ Coastal Resource Protection (RP) | Vacant |
| North | Residential Existing (REX)/ Visitor Serving Commercial (VSC) | Single-Family Beach (R-B-1)/ Coastal Resource Protection (RP)/ Coastal Recreation (RC)/ Coastal Visitor-Serving Commercial (CVC) | Vacant (Approved Northshore Residential Subdivision)/ Vacant |
| East | Coastal Recreation Area (REC)/ Easement (ESM)/ Agriculture (AG) | Coastal Recreation (RC)/ Community Reserve (C-R)/ County | Vegetation/ Edison Canal/ Agriculture |
| South | Residential Existing (REX) | Coastal Low-Density Multiple Family (R-2-C) | Oxnard Dunes Community |

Environmental Review

As required by the California Environmental Quality Act (CEQA), environmental review will be conducted prior to formal review of the Avalon Homes Project. Any required environmental documents will be prepared pursuant to CEQA as part of project permit processing or at any other point in time as required by CEQA.

Pursuant to Section 15378(b)(4) of the CEQA Guidelines, the Pre-Application process concerning the Affordable Housing In-Lieu Fee payment request is not a “project” under CEQA as the lead agency has determined with certainty that the a government funding discussion does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

## STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

## FINANCIAL IMPACT

No financial impacts to the City are associated with the Pre-Application.

If City Council supports the Affordable Housing In-Lieu Fee payment option during the formal review process, and assuming building permits were to be issued for 56 for-sale single-family units on or after July 1, 2022, an Affordable Housing In-Lieu Fee based on the fees currently in place would equal $2,016,000, and these funds would be available to the City to utilize and leverage to create additional Affordable Housing units.

## COMMITTEE OUTCOME

Per the Pre-Application permit process, this item did not originate in Committee. Pre-Applications are heard by the full Council.

*Prepared by: Isidro Figueroa, Principal Planner*

## ATTACHMENTS

1. Attachment A - City Council Resolution No. 15,330
2. Attachment B - City Council No. 2980

3. Attachment C - Maps
4. Attachment D - Project Plans
5. Attachment E - Applicant’s Justification Letter
6. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,330

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE AFFORDABLE HOUSING IN-LIEU FEE NEXUS STUDY AND AFFORDABLE HOUSING IN-LIEU FEES.

WHEREAS, on October 10, 2017 the City adopted the 2013-2021 Housing Element of the General Plan in compliance with State law, which includes the goal of encouraging the development of affordable housing to meet the City's assigned share of the regional housing need; and

WHEREAS, in 1999 the City adopted an Inclusionary Housing Program, requiring developers to provide a percentage of their units at affordable prices and a policy to establish an affordable housing in-lieu fee to facilitate new housing units that are affordable to households with extremely low, very low and low incomes; and

WHEREAS, the City's inclusionary housing ordinance requires for-sale projects with at least 10 or more units, to reserve at least ten percent (10%) of all newly constructed dwelling units to be sold to lower-income households (80% AMI); and

WHEREAS, the City's inclusionary housing ordinance requires for-rent projects with at least 10 or more units, make available at least five percent (5%) of all newly constructed dwelling units to very low income (50% AMI or below) households, and 5% of all units to affordable lower-income (80% AMI) households; and

WHEREAS, Ordinance 2721 established the current Housing In-Lieu Fee; and

WHEREAS, the City wishes to update the in-lieu fees based on current affordability gaps; and

WHEREAS, the City's consultant Harris & Associates has completed the Affordable Housing In-Lieu Nexus Study dated April 2020, which sets forth the methodology used to determine the in-lieu fee; and

WHEREAS, the Affordable Housing In-Lieu fees established by this resolution are equal to or lower than the amount needed to fully mitigate the impacts of new for sale and rental residential projects as shown in the Nexus Study; and

WHEREAS, the fees are summarized in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, in accordance with Government Code Section 66016, at least 14 days prior to the public hearing at which the Council first considered the adoption of the Affordable Housing In-Lieu Fee, notice of the time and place of the hearing was mailed to eligible interested parties who filed written requests with the City for mailed notice of meetings on new or increased fees or service charges; and

Notice was published in the Vida Newspaper on April 30, 2020 and May 7, 2020 setting forth the time and manner of compliance with the requirements of law of providing notice of the time and place for the public hearing in the form and manner required by Government Code sections 66018, 6062(a) and 66019. Notice was also provided 14 days prior to the public hearing to those interested parties who have requested in writing, notification from the City of any fee increases.

WHEREAS, in accordance with Government Code Section 66016, the Affordable Housing In-Lieu Fee Nexus Study containing the data supporting the imposition of the Fee, was made available for public review and comment for 10 days prior to the public hearing at which the Council first considered the adoption of the Fee; and

WHEREAS, ten days advance notice of the public hearing at which the Council first considered the adoption of the Fee was given by publication in accordance with Section 6062a of the California Government Code; and

WHEREAS, the fees shall be adjusted each year beginning on July 1st of 2021 using the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

WHEREAS, the City Council finds that there is a reasonable relationship between the amount of the fee and the cost attributable to new development.

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

1. That it does hereby approve the Affordable Housing In-Lieu Study and Schedule of Affordable Housing In-Lieu Fees, prepared by Harris & Associates attached hereto as Exhibit A establishing revised fees.

2. The Affordable Housing In-Lieu Fees established in Exhibit B and incorporated by this reference are hereby adopted.

3. The City Manager is hereby authorized on July 1st of each year to adjust the fees using the June Engineering News Record Building Cost Index for the Los Angeles region.

4. The City Council finds that City staff have evaluated the potential environmental impacts of the adoption of this Ordinance, the approval of the *Affordable Housing In-Lieu Fee Nexus Study* prepared by Harris & Associates and dated April 2020, and the updated Affordable Housing In-lieu Fee pursuant to the California Environmental

Quality Act ("CEQA"). City staff has determined that these actions do not constitute a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which *may* result in a potentially significant physical impact on the environment.

5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

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PASSED AND ADOPTED THIS 19th day of May, 2020, by the following vote:

AYES: Councilmembers Basua, Flynn, Lopez, Madrigal, Perello and Ramirez.

NOES: Councilman MacDonald.

ABSENT: None.

ABSTAIN: None.

Tim Flynn 5/19/20
Tim Flynn, Mayor

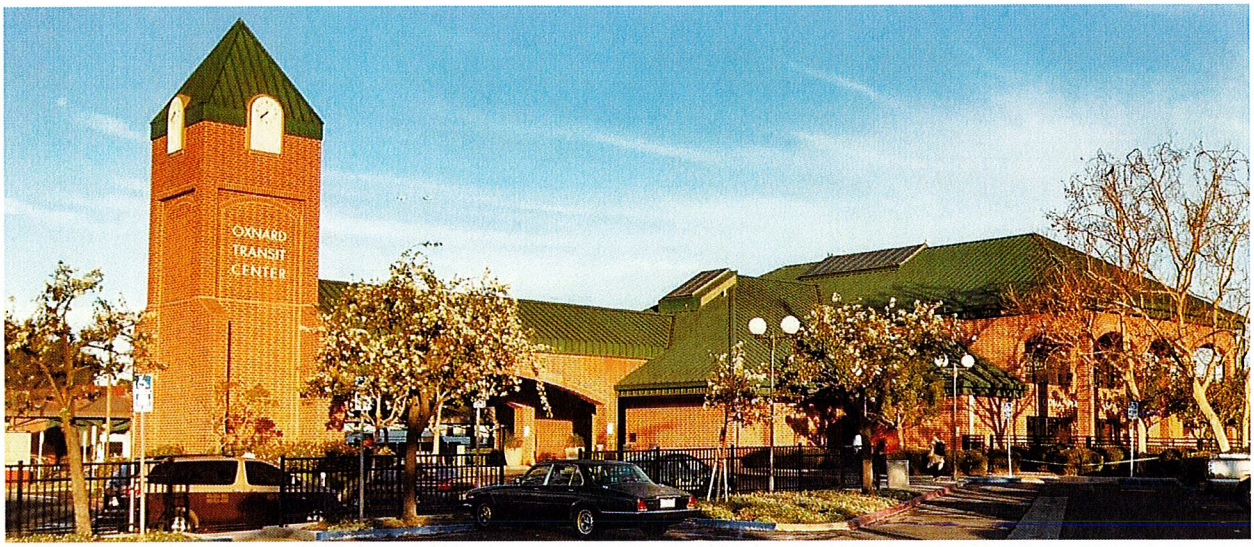
ATTEST:

Michelle Ascencion
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

# EXHIBIT A




**FINAL DRAFT**

# Affordable Housing In-Lieu Fee Nexus Study

## City of Oxnard

**April 8, 2020**

Prepared for:

CITY OF OXNARD CALIFORNIA

Prepared by:

Harris & Associates

**22 Executive Park, Suite 200**
**Irvine, California 92614**
**(949) 655-3900**

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# EXECUTIVE SUMMARY

## INTRODUCTION

The City of Oxnard (City) retained Harris & Associates (Harris) to prepare an Affordable Housing In-Lieu Fee Nexus Study (Study) in order to update previously adopted Affordable Housing In-Lieu Fees (Fees) contained in Ordinance 2721 adopted July 18, 2006. The Fees provide additional flexibility to the City and development community in meeting affordable housing needs generated by new market-rate units in the City.

This Study provides a nexus analysis of the linkages between the new development of residential units and the need/demand for additional affordable housing for informational purposes. This Study also analyzes the reasonable relationship between new residential development and the Fee amounts under assumptions that are consistent with the City's existing Inclusionary Housing Ordinance. The Fees in this Study represent the maximum fees supported but do not represent specific Fee recommendations. The City has the latitude to adopt the Fees deemed appropriate.

## FINDINGS AND METHODOLOGY

Table ES.1 compares the City's existing in-lieu fees, the supportable fees under the demand based model, the supportable fees using under the equivalent inclusionary cost, and the in-lieu fees in other local cities.

***Table ES.1: Maximum Supported Fee Comparison***

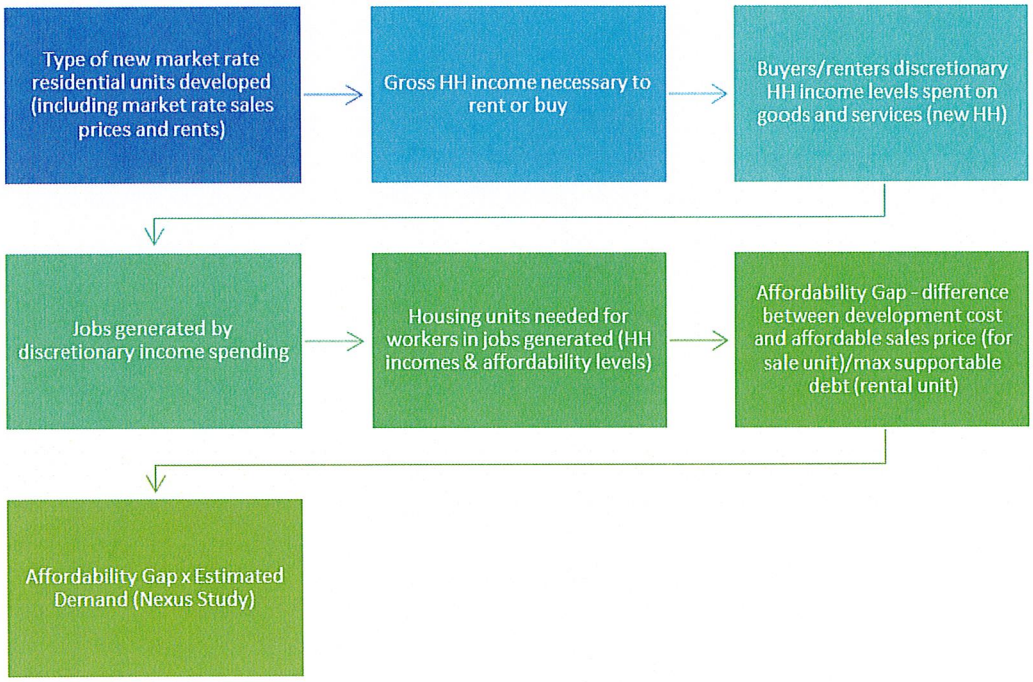
| | Existing In-Lieu Fee[1] | Demand Based Supportable Fee[2] | Inclusionary Equivalent Supportable Fee[3] | Local City Survey[4] |
|---|---|---|---|---|
| **Single-Family For-Sale** | $7,000 | $99,111 | $44,700 | $36,026 |
| **Multifamily For-Sale** | 5,500 | 70,180 | 36,800 | 34,951 |
| **Multifamily For-Rent** | 7,735 | 53,029 | 28,400 | 23,147 |

*1) Using the median sales price estimate from January 2020 Multiple Listing Service (MLS) survey, for-rent fee per January 2020 fee update.*
*2) Tables 13, 14, 15.*
*3) Tables 16 and 17.*
*4) Table 19.*

The existing in-lieu fee is based on the requirements of the existing Inclusionary Housing Ordinance. The Demand-Based Supportable Fee represents the gap in affordability created by new low-income households generated by new market rate development in the City. The Inclusionary Equivalent Supportable Fee is the gap in affordability under the affordable unit production requirement in the existing Inclusionary Housing Ordinance. Finally, the Local City Survey numbers represent the average in-lieu fees required by surrounding cities. Harris staff completed the analysis using two methodologies to determine the maximum supportable Fee for the City.

The first portion of the analysis determines the demand created by the development of market-rate residential units for affordable housing units. The demand for affordable housing units at various income levels is then used to calculate the "affordability gap". For ownership housing units, the sales price needed for units to be affordable to low-income households is compared to the cost to develop these units to calculate the "affordability gap." For rental units, the development cost is compared with income sources available for housing to determine the "affordability gap". The figure below illustrates this methodology.

**Demand-Based Fee Methodology**




The second portion of the analysis involves applying the affordability gap calculations per unit to both the estimated affordable housing demand determined in the first portion of the analysis and the affordable unit requirements from the existing Inclusionary Housing Ordinance. The figure on the following page illustrates this methodology.

**Inclusionary Equivalent Fee Methodology**

The in-lieu fee estimates were based on three general development types:

- Single-family detached (SFR for-sale)
- Multifamily condominiums (MFR for-sale)
- Multifamily apartments (MFR for-rent)

In order to estimate future market-rate housing development in the City, Harris staff researched and reviewed new residential development projects from the City's website, the Multiple Listing Service data showing recently constructed units for-sale, and information from City staff to identify recent market trends related to home prices, and held interviews with local developers. The Fees calculated in this Study reflect the estimated cost of future residential development.

The household income limits as a percentage of area median income (AMI) for Ventura County are shown in Table ES.2. These threshold incomes are a key input to the economic impact analysis described in Section 1.

*Table ES.2: Threshold Incomes and percent of Area Median Income (AMI)*

| | Percent of AMI | Family Size 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|---|
| **Very Low Income** | 0-50% | $36,650 | $41,850 | $47,100 | $52,300 | $56,500 | $60,700 |
| **Low Income** | 50-80% | 58,600 | 67,000 | 75,350 | 83,700 | 90,400 | 97,100 |
| **Moderate Income** | 80-120% | 82,150 | 93,900 | 105,600 | 117,350 | 126,750 | 136,150 |

*Source: Ventura County Housing Authority Income Limits published 4/24/19.*

# POLICY CONSIDERATIONS

The City should evaluate several policy considerations and implications related to the in-lieu fees. Harris & Associates reviewed the maximum supportable Fees for consistency with the Housing Policy outlined in the City's Housing Element and has prepared a comparison of fees with other jurisdictions.

## Housing Policy Consistency

The 2013-2023 Mid Cycle Housing Element, adopted in 2017, discusses the current affordable housing issues that exist within the City and details the City's existing Inclusionary Housing Program. The proposed Fees are consistent with the Housing Element's goal of providing opportunities for the development of adequate housing for households of all income levels.

## Comparison to Other Jurisdictions

An analysis of comparable cities that require affordable housing in-lieu fees is below as a comparison to the maximum supported Fees as determined by this Study. Table ES.3 shows the average amount of affordable housing in-lieu fees collected per residential type in comparable communities in the region. See Table 19 for an in depth review of surrounding cities.

*Table ES.3: Average Fee of Comparable Municipalities*

| Land Use | Fee |
|---|---|
| Single Family (Detached) | $36,026 |
| Multifamily - For-Sale (Attached) | 34,951 |
| Multifamily - For-Rent (Attached) | 23,147 |

*Source: See Table 20 for detailed local city survey.*

Policymakers may choose to adopt a fee less than the maximum supported amount in order to lessen the burden on new development while still mitigating a portion of the affordable housing needs created from new development.

## Proposed Fees

City staff reviewed the options provided in this analysis and is recommending the following fees be adopted. These fees fall below the maximum supportable fees calculated in this report and were determined based on an analysis of other local agencies. The maximum fee based on the City's existing ordinance was deemed higher than the market would bear for single family and multifamily for-sale units. Staff recommends lowering the fees to an amount more in line with competitive cities for the single family and multifamily for-sale units but setting the fee for for-rent units closer to the actual cost to develop a multi-family project. This methodology supports the City's goal of using the in-lieu fee funds to build multifamily for rent projects. See Table ES.4 for a summary of the recommended fees.

**Table ES.4: Proposed Fees**

| Land Use | Inclusionary Requirement[1] | Affordability Level | Affordability Gap per Unit[2] | Fee per Unit | Total Fee per Unit | Average of Other Cities[3] | Proposed Fee |
|---|---|---|---|---|---|---|---|
| **Single Family Detached For-Sale** | 10% | 80% AMI or below | $447,023 | $44,702 | $44,702 | $36,026 | $36,000 |
| **Multifamily For-Sale** | 10% | 80% AMI or below | 368,534 | 36,853 | 36,853 | 34,951 | 35,000 |
| **Multifamily For-Rent** | 5% | 50-80% AMI | 234,315 | 11,716 | 28,407 | 23,147 | 28,000 |
| | 5% | 50% AMI or below | 333,823 | 16,691 | | | |

*1) Per Ordinance 2721 adopted July 18, 2006*
*2) Table 10*
*3) Table 19*

# Section 1 INTRODUCTION AND METHODOLOGY

## INTRODUCTION

The City desires to update the Inclusionary Housing In-Lieu Fee for new residential development to offer developers the option to pay an in-lieu fee rather than producing deed-restricted, affordable units pursuant to the City's Inclusionary Housing Ordinance (Ordinance Nos. 2615, 2688 and 2721) as part of any new residential development project of 10 units or more. The Fee is designed to mitigate the impact of an increase in affordable housing needed from the development of new market-rate residential units.

This Study establishes the maximum supported Fee levels related to residential development. The methodology establishes a reasonable relationship between the associated impact of new development, the amount of the Fee, and details the data sources and associated findings. More specifically, two methodologies were utilized to determine the maximum supportable Fee for the City. The first portion of the analysis determines the demand created by the development of market-rate residential units for affordable housing units. The demand for affordable housing units at various income levels is then used to calculate the "affordability gap". For ownership housing units, the sales price needed for units to be affordable to low-income households is compared to the cost to develop these units to calculate the "affordability gap." For rental units, the development cost is compared with income sources available for housing to determine the "affordability gap".

The second portion of the analysis involves applying the affordability gap calculations per unit to both the estimated affordable housing demand determined in the first portion of the analysis and the affordable unit requirements from the existing Inclusionary Housing Ordinance.

### Background

This section discusses the City's historical Inclusionary Housing Policy and the results of recent legislation and judicial rulings.

### City's Inclusionary Housing Ordinance

The City has historically used an Inclusionary Housing Policy originally established by Ordinance Nos. 2615 (adopted in 1999), 2688 (adopted in 2005) and 2721 (adopted in 2006) to generate affordable housing in proportion with the overall increase in market-rate residential units and is described in the Housing Element of the City's General Plan. The Policy requires the following for housing projects with 10 or more units:

- For-Sale: 10% of all units must be affordable to lower-income households and each unit is required to have at least 2 bedrooms (in some circumstances) or 3 bedrooms;

- For-Rent: 5% of all units must be affordable to very low-income households (50% AMI or below), and 5% must be affordable to lower-income households (80% AMI or below); and
- Covenants must be recorded for the projects to preserve the affordability of these units for at least 20 years.

However, the Ordinance (and therefore the in-lieu fees) do not apply to the following:

- Projects in areas subject to specific plans that require a project to provide as many or more affordable units for lower and very low-income households as the Ordinances.

The current Policy (as described in Ordinance 2721) allows developers to pay an in-lieu Affordable Housing Payment instead of developing affordable units as part of a project or as part of an offsite project. The existing fee amount for ownership units is one percent (1%) of the sales price of each market-rate unit in increments of $50,000 with a minimum of $5,000 for each unit. The payment amount for rental units is $7,735 for each market-rate unit.

**Legal Framework**

In 2009, the Court of Appeals struck down a City of Los Angeles ordinance imposing inclusionary housing requirements on rental housing projects with a density of more than 10 dwelling units per lot. The Courts' decision that regulating the rent levels to ensure the units were affordable in nature directly violated the provisions of the Costa-Hawkins Act. Jurisdictions were unable to require affordable housing units at affordable rental rates as a condition of project approval because of this decision.

In 2015, the California Supreme Court ruled in favor of the City of San Jose in a court case involving the California Building Industry Association (Association). The Association challenged the legality of San Jose's inclusionary program on the basis that it constituted an "exaction" that required a nexus study. The court deemed that San Jose's inclusionary program was not an exaction and it constituted a valid exercise of the City's power to regulate land use.

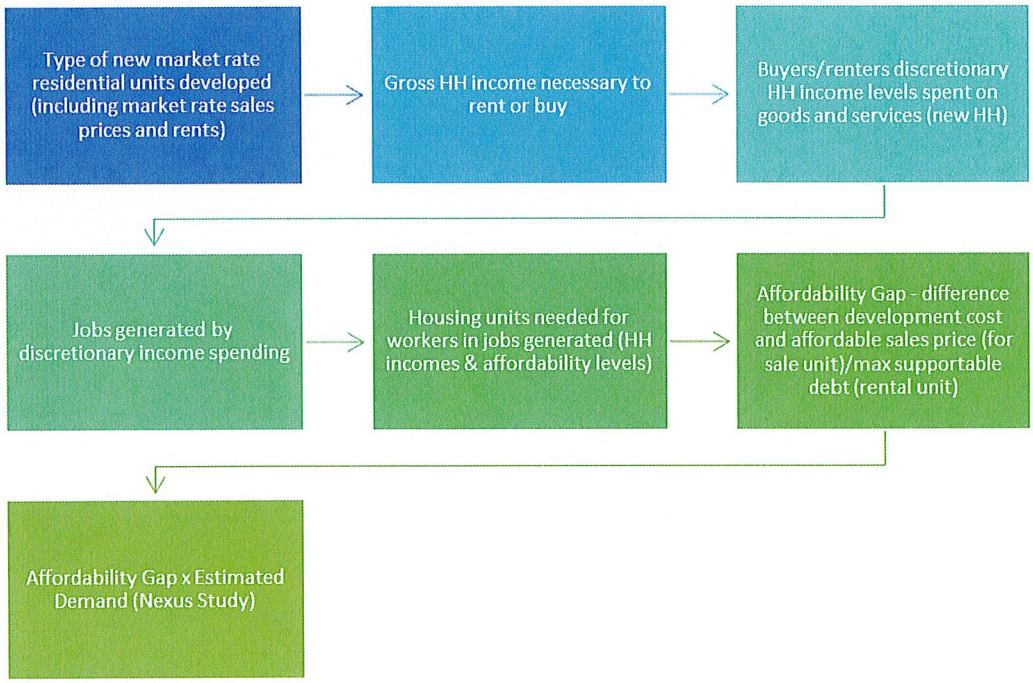
Finally, in 2017, Governor Jerry Brown signed a package of housing related bills, which included AB 1505, commonly referred to as the "Palmer Fix". AB 1505 allows jurisdictions to adopt ordinances that require a percentage of residential rental units to be affordable to individuals whose income falls below the moderate-income level for the jurisdiction. Additionally, AB 1505 requires jurisdictions to provide alternative methods for developers to satisfy their affordable housing requirements, which may include in-lieu fees, off-site construction, land dedication, or acquisition and rehabilitation of existing units.

# METHODOLOGY

## Nexus Analysis

Residential development projects contribute to population growth. As the population grows, additional services and facilities are needed to accommodate the residential population influx. In order to meet the increased demands of population growth, new non-residential development will occur, correlating to an increase in the worker population. A portion of the new worker population will earn a wage that is not sufficient to rent or purchase market-rate housing. The Study analyzes the maximum supported Fee to address the affordable housing need created by new residential development. The Fee will be used to build affordable housing to address the demand generated.

The methodology utilized in this nexus analysis for the Demand-Based maximum supportable Fees complies with general best practices related to nexus studies and follows the following order, specific data points are explained in the following sections of this study:




This nexus analysis is broken down into the steps described below.

*Step 1: Determine the type of units to be developed*

Harris & Associates coordinated with City staff, local real estate professionals, and a sampling of planned and current recently developed housing types to determine the likely characteristics of new residential units developed in the City and categorized the development into three land use types:

- Single-family units represent for-sale, detached homes.

- Multifamily attached for-sale units.
- Multifamily attached for-rent units.

Using separate housing types ensures the presentation of an accurate representation of similar market-rate units.

*Step 2: Estimate the income levels of buyers and tenants of market-rate units.*

The sales price and rent costs for market-rate units, as well as the income levels of potential buyers and tenants were determined using several data sources. For rental units, the income level required to occupy market-rate units is determined by taking the average annual rent for a variety of rental housing apartment sizes (studio to three bedroom) and adding the annual utility amounts, as recommended by the US Department of Housing and Urban Development (HUD), to determine the total annual cost. The annual housing cost is divided by 30%, the recommended maximum percentage of gross income to be spent on housing costs, to determine the amount of household income that would be required in order to rent a unit of that size. Table 1 details the calculations for the income levels necessary to occupy market-rate rental units. The average household income needed to rent a two or three bedroom MFR unit is estimated at $102,740.

***Table 1: Housing Income Requirements – For-Rent Market-rate Units***

| | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom |
|---|---|---|---|---|
| Average Monthly Rent [1] | $1,502 | $1,621 | $2,028 | $2,652 |
| Monthly Utility Deduction | 181 | 181 | 181 | 276 |
| Annual Housing Costs | 20,196 | 21,624 | 26,508 | 35,136 |
| Percent of Income Spent on Rent | 30% | 30% | 30% | 30% |
| **Annual Household Income Required** | **$67,320** | **$72,080** | **$88,360** | **$117,120** |

*1) July 2019 Ventura County Apartment Market Survey, Dyer Sheehan Group*

With for-sale units, the calculation for the income level requirement to purchase a market-rate unit accounts for a five percent (5%) down payment to determine the mortgage amount and then applying the current mortgage insurance rates, homeowner's insurance, estimated property tax payments, and home owner's association (HOA) fees to determine the total monthly housing costs. Finally, dividing the total monthly obligation by the maximum 35 percent (35%) of gross income, as recommended by HUD. Table 2 details the calculations of the income levels required to purchase for-sale market-rate units.

*Table 2: Housing Income Requirements – For-Sale Market-rate Units*

| | For-Sale SFR | For-Sale MFR |
|---|---|---|
| Market Sales Price[1] | $725,000 | $599,000 |
| Down Payment (5%) | 36,250 | 29,950 |
| Amount Borrowed | 688,750 | 569,050 |
| Estimated Mortgage Payment[2] | $3,911 | $3,231 |
| Mortgage Insurance (0.90%)[3] | 517 | 427 |
| Homeowners Insurance (0.25%)[4] | 151 | 125 |
| Property Tax (1.22%)[5] | 740 | 611 |
| HOA[1] | 50 | 250 |
| **Total Monthly Housing Cost** | **$5,369** | **$4,644** |
| Share of Income Spent on Mortgage[3] | 35% | 35% |
| **Annual Household Income Required** | **$184,080** | **$159,223** |

*1) MLS Survey completed January 2020 for non-coastal properties constructed and sold in the last 3 years, rounded*

*2) Assumes 5.5% interest rate and a 30-year amortization*

*3) U.S. Department of Housing and Urban development*

*4) Per City of Oxnard Housing Department*

*5) Oxnard CAFR average tax rate*

### *Step 3: Calculate Jobs Generated*

IMPLAN is an industry standard economic impact analysis tool that uses data aggregated from various data sources to allocate the spending patterns of individuals from different income groups. This spending data is used to estimate the new jobs created from spending by new households. Table 2 summarizes the estimated household income data for the unit types detailed in Step 1.

The information from Table 2 and the average household income needed from Table 1 to rent a two or three bedroom MFR unit ($102,740) were used as inputs to IMPLAN to estimate the number of jobs created to serve new development. IMPLAN further categorizes these new workers based on their occupation and their estimated wages. Table 3 is a summary of the output data from IMPLAN. The full IMPLAN dataset is available in Attachment 1.

*Table 3: Jobs Generated per Market-rate Unit*

| | For-Sale SFR Unit | For-Sale MFR Unit | For-Rent MFR Unit |
|---|---|---|---|
| Very Low Income (0-50% AMI) | 0.123 | 0.096 | 0.073 |
| Low Income (50-80% AMI) | 0.232 | 0.152 | 0.115 |
| Moderate Income Jobs (80-120% AMI) | 0.276 | 0.203 | 0.154 |
| Jobs over 120% AMI | 0.354 | 0.283 | 0.214 |
| **Total Jobs Created** | **0.985** | **0.734** | **0.556** |

*Source: IMPLAN 2019. See Attachment 1 for detailed information.*

### *Step 4: Determine the number of new worker households and their annual income*

Calculating the Fee based on the addition of new permanent employment is not done on an individual jobs basis, as it is typical for households in the City to have more than one wage earner per household. The calculation of the total number of new worker households divides the induced worker output from the IMPLAN analysis by the average number of workers per household as determined by the U.S. Census Bureau American Community Survey and the Housing Element (1.87 workers/household). The resultant households attributed to the housing categories determined in Step 1 and are outlined in Table 4.

*Table 4: Households Generated per Market-rate Unit*

| | For-Sale SFR Unit | For-Sale MFR Unit | For-Rent MFR Unit |
|---|---|---|---|
| Very Low Income (0-50% AMI) | 0.066 | 0.051 | 0.039 |
| Low Income (50-80% AMI) | 0.124 | 0.081 | 0.061 |
| Moderate Income Jobs (80-120% AMI) | 0.148 | 0.109 | 0.082 |
| Jobs over 120% AMI | 0.189 | 0.151 | 0.114 |
| **Total Households Generated** | **0.527** | **0.392** | **0.296** |

*Source: IMPLAN 2019. See Attachment 1 for detailed information.*
*Based on 1.87 jobs per household.*

### *Step 5: Calculate the demand for affordable units for new worker households*

Based on the calculation of new worker household income, the worker households are categorized by target income group (very low income, low income, moderate income). Worker households with above-moderate incomes are removed from this nexus analysis, because they would not require affordable housing.

***Step 6: Calculate the affordability gap per unit between development costs and sales price/rental income***

The affordability gap is calculated by comparing the amount the workers within the low income and very low income can pay for housing versus the total cost of developing a residential unit (the amount of subsidy needed to fill the "gap"). Section 2 provides a detailed explanation of this calculation.

***Step 7: Calculate the maximum supported Fee for the type of units analyzed***

The maximum supported Fee calculation for each housing type included in the nexus study is derived by multiplying the total number of households requiring affordable housing (Step 5) by the average affordability gap per household (Step 6). The maximum supported Fee pursuant to the requirements in the City's current Inclusionary Housing Ordinance (i.e., the percentage of affordable units required to be produced) is also calculated and provided in Section 3.

# Section 2 AFFORDABILITY GAP ANALYSIS

A key input required in the calculation of the maximum supported in-lieu Fees is the affordability gap. The affordability gap provides information on the difference between what lower-income buyers and renters can afford to pay versus the total cost of developing the units. This section summarizes the methodology used to calculate the affordability gap and presents the results of this analysis for the respective unit type. The affordability gap calculations in this section are the same for both the Demand-Based and Inclusionary Equivalent Fee methodologies.

## METHODOLOGY

The following section details the findings for affordable housing rates, total development costs of units in the City, and a summary of the affordability gap by unit type.

## AFFORDABLE HOUSING RATES

Prior to determining the affordability gap, the total amount that households can afford to allocate to their housing must be determined. For the purposes of this report, the income levels included in the City's Inclusionary Housing Ordinance have been included in the analysis and are defined as:

1. Very Low Income (Between 0 and 50% of AMI)
2. Low Income (Between 50 and 80% of AMI)

For the demand based Fee, the Moderate Income Level (80-120% of AMI) is also used.

Housing affordability for rental units is defined by HUD as 30% of gross income. Table 5 shows the maximum affordable rent attributed to each income level.

***Table 5: Maximum Affordable Rent by Income Level***

| | Very low Income (0-50% AMI) | Low Income (50-80% AMI) | Moderate Income (80-120% AMI) |
|---|---|---|---|
| Maximum Household Income [1] | $52,300 | $83,700 | $117,350 |
| Maximum Monthly Housing Cost [2] | 1,308 | 2,093 | 2,934 |

[1] Household AMI is shown for a family of four

[2] 30% of gross monthly income per HUD guidelines

The recommended household gross income expenditure for ownership housing units pursuant to HUD is 35% of gross income minus a deduction for typical homeownership costs, such as insurances, taxes, utilities, and fees. Table 6 shows the maximum affordable mortgage for a low-income household of four persons.

It is important to note that only low-income and moderate income households are included in this portion of the analysis due to several factors including the affordability requirements in the City's

existing Inclusionary Housing Ordinance (that references only very low and low-income households), the tightening of lending requirements and the elimination of redevelopment agencies in 2011. Under current programs and very limited funding sources, it is generally not financially feasible to develop for-sale housing units for very low-income households. Prior to 2011, redevelopment provided a significant funding source to cities to assist homebuyers with loan qualification and down payment assistant at lower income levels. Additionally, lending practices after the housing crash in 2008 have been reformed, making it more difficult for individuals to obtain loans. These events have affected lower-income households significantly, making ownership very challenging. The following analysis includes a deduction for utilities to follow HUD guidelines.

***Table 6: Maximum Affordable Mortgage by Income Level***

| | **Low Income SFR (50-80% AMI)** | **Low Income MFR (50-80% AMI)** | **Moderate Income SFR (80-120% AMI)** | **Moderate Income MFR (80-120% AMI)** |
|---|---|---|---|---|
| Household Income [1] | $83,700 | $83,700 | $117,350 | $117,350 |
| Maximum Monthly Housing Cost [2] | 2,441 | 2,441 | 3,423 | 3,423 |
| *Less:* | | | | |
| Utility Deduction | $276 | $181 | $276 | $181 |
| Mortgage Insurance (0.90%) [3] | 206 | 197 | 309 | 300 |
| Homeowner's Insurance (0.25%) [3] | 148 | 129 | 148 | 129 |
| Property Tax (1.22%) [4] | 279 | 267 | 419 | 406 |
| HOA [5] | 50 | 250 | 50 | 250 |
| **Maximum Monthly Mortgage** | **$1,482** | **$1,417** | **$2,221** | **$2,157** |
| Maximum Mortgage Amount | $261,012 | $249,565 | $391,166 | $379,895 |

*1) Table ES.2 for a family of 4*
*2) 35% of gross income per U.S. Department of Housing and Urban Development*
*3) Per City of Oxnard Housing Department*
*4) Oxnard CAFR average tax rate*
*5) MLS survey completed January 2020, rounded*

## DEVELOPMENT COSTS

Next, the estimated cost of developing affordable housing units was determined by examining current development trends related to unit type and size. As the development, sale, and operations associated with for-rent and for-sale units vary, an analysis of each housing type was required.

For the purposes of this Study, the development costs for rental housing were based on the Terner Center for Housing Innovation at the University of California, Berkeley study entitled "Making It Pencil: The Math Behind Housing Development" (Terner Center Study) as well as recently completed market-rate and affordable multifamily projects in the City.

The costs associated with the cost for acquisition of land are from a CoStar survey of vacant land transactions completed January 2020 while the development costs were provided by local developers and are representative of multifamily units recently completed within the City.

Table 7 shows the total development cost of multifamily for-rent two and three-bedroom units, pursuant to the requirements in the City's existing Inclusionary Housing Ordinance. Two-bedroom multifamily units are assumed to be 950 square feet and three-bedroom units are assumed to be 1,025 square feet.

***Table 7: Development Costs – Affordable Multifamily For-Rent***

| | | |
|---|---|---|
| Assumed Density | A | 39 Units/Acre |
| Land Acquisition Cost ($/Acre) [1] | B | $728,000 |
| Land Price per Unit | B ÷ A = C | 18,667 |
| Land Price per Unit SF | C ÷ Average Unit Size[2] | 18.90 |
| **Development Costs[3]** | | |
| Land Cost ($/Rentable SF) | | $18.90 |
| Building Hard Costs ($/SF) | D | 200.00 |
| Prevailing Wage Cost Increase (35%) | D x 0.35 = E | 70.00 |
| Soft Costs (30%)[4] | D x 0.30 = F | 60.00 |
| Developer Fees (12%) | (D + E + F) x 0.12 | 39.60 |
| Financing Costs (10%) | (D + E + F) x 0.10 | 33.00 |
| **Total Development Costs per SF** | | **$421.50** |
| **Rental Unit Development Cost** | ***Average Unit Size[5]*** | |
| 2 Bedroom Unit | 950 | $400,425 |
| 3 Bedroom Unit | 1,025 | $432,038 |
| **Average Development Cost of 2 and 3 Bedroom Unit** | | **$416,231** |

*1) Per Vacant Land Report from CoStar, January 2020.*
*2) Average square footage is 988 square feet.*
*3) "Making It Pencil: The Math Behind Housing Development." Aug. 2019, www.TernerCenter.Berkeley.Edu.*
*4) Includes design, engineering, city permits and fees, and contingencies.*
*5) Square footages based on recently completed affordable projects.*

Table 8 shows the total development cost of multifamily for-sale two and three-bedroom units. Two-bedroom units are assumed to be 1,200 square feet and three-bedroom units are assumed to be 1,750 square feet.

***Table 8: Development Costs – Affordable Multifamily For-Sale***

| | | |
|---|---|---|
| Assumed Density | A | 30 Units/Acre |
| Land Acquisition Cost ($/Acre) [1] | B | $728,000 |
| Land Price per Unit | B ÷ A = C | 24,267 |
| Land Price per Unit SF | C ÷ Average Unit Size[2] | 16.45 |
| **Development Costs [2]** | | |
| Land Cost ($/Rentable SF) | | $16.45 |
| Building Hard Costs ($/SF) | D | 200.00 |
| Prevailing Wage Cost Increase (35%) | D x 0.35 = E | 70.00 |
| Soft Costs (30%) [3] | D x 0.30 = F | 60.00 |
| Developer Fees (12%) | (D + E + F) x 0.12 | 39.60 |
| Financing Costs (10%) | (D + E + F) x 0.10 | 33.00 |
| **Total Development Costs per SF** | | **$419.05** |
| **For-Sale Unit Development Cost** | ***Average Unit Size*** [5] | |
| 2 Bedroom Unit | 1,200 | $502,860 |
| 3 Bedroom Unit | 1,750 | $733,338 |
| **Average Development Cost of 2 and 3 Bedroom Unit** | | **$618,099** |

*1) Per Vacant Land Report from CoStar, January 2020.*
*2) Average square footage is 1,475 square feet.*
*3) "Making It Pencil: The Math Behind Housing Development." Aug. 2019, www.TernerCenter.Berkeley.Edu.*
*4) Includes design, engineering, city permits and fees, and contingencies.*
*5) Square footages based on recently sold multifamily properties.*

Table 9 shows the total development cost per for-sale unit. For-sale units are assumed to be 1,500 square foot, single-family homes, consisting of 3 bedrooms and 2.5 bathrooms. The costs associated with the development of these units were obtained from the Terner Center Study and local developers and are representative of recently completed units within the City.

***Table 9: Development Costs – Affordable Single-Family***

| | | |
|---|---|---|
| **Land Costs** | | |
| Land Acquisition Cost per Acre [1] | | $728,000 |
| Land Cost per Unit (8 Units/Acre) | | 91,000 |
| Site Improvement (15%) | | 13,650 |
| **Finished Lot Cost** | | **$104,650** |
| **Construction Costs** [2] | *Estimated Cost per SF* | *Total Building Costs* [3] |
| Direct Costs | $200.00 | $300,000 |
| Prevailing Wage Cost Increase (35%) | 70.00 | 105,000 |
| Soft Costs (20%)[4] | 54.00 | 81,000 |
| Developer Fees (12%) | 38.88 | 58,320 |
| Financing Costs (10%) | 39.38 | 59,065 |
| **Total Construction Cost** | **$402.26** | **$603,385** |
| **Total Building Cost for 1,500 square foot affordable unit** | | **$708,035** |

*1) Per Vacant Land Report from CoStar, January 2020.*
*2) "Making It Pencil: The Math Behind Housing Development." Aug. 2019, www.TernerCenter.Berkeley.Edu*
*3) Construction assumed to be a single family 1,500 SF, 3 bedroom, 2.5 bathroom*
*4) Includes design, engineering, city permits and fees, and contingencies.*

## AFFORDABILITY GAP RESULTS

The differences between the total amount that each targeted income level can afford to allocate for housing (Table 5, Table 6) and the total cost of developing new units (Table 7, Table 8, Table 9) determines the Affordability Gap. This difference represents the fee amount that is necessary to cover the costs of developing housing at each of the respective income levels analyzed. While other funding sources may be available to assist in mitigating this difference between affordability and development costs, these sources are very difficult to predict with accuracy moving forward.

In the case of for-sale housing, there are very few funding sources for subsidy on this unit type in the wake of redevelopment dissolution in 2011 which eliminated approximately $1 billion of low and moderate-income housing revenue Statewide. Lending practices have become stricter in the years following the 2008 recession and qualifying households below 80% AMI for a mortgage is extremely challenging, even with the City's current down payment assistance program.

The City's current Ordinance calls for 10% of all newly developed for-sale units to be affordable to very low and low-income households (i.e., below 80% of AMI). Therefore, the inclusionary equivalent gap analysis for ownership units has been limited to the low-income category for the purposes of this analysis. Table 10 shows the for-sale affordability gap calculation for low and moderate income households.

***Table 10: Affordability Gap –For-Sale Units***

| | Maximum Mortgage Amount[1] | Development Costs[2] | Affordability Gap |
|---|---|---|---|
| Low Income Single Family (80% AMI) | $261,012 | $708,035 | **$447,023** |
| Low Income Multifamily (80% AMI) | 249,565 | 618,099 | **368,534** |
| Moderate Income Single Family (120% AMI) | 391,166 | 708,035 | **316,869** |
| Moderate Income Multifamily (120% AMI) | 379,895 | 618,099 | **238,204** |

*1) Table 6*
*2) Tables 8 and 9*

The affordability gap for rental units is the difference between the development and the maximum supported debt for each income level, shown in Table 11. The moderate income households are used only for the demand based fee calculation.

***Table 11: Affordability Gap – For-Rent Units***

| | Very Low Income (0-50% AMI) | Low Income (50-80% AMI) | Moderate Income (80-120% AMI) |
|---|---|---|---|
| Maximum Available for Rent [1] | $1,308 | $2,093 | $2,934 |
| Annual Gross Rental Income [2] | 15,696 | 25,116 | 35,208 |
| Estimated Annual Expenses [3] | 8,285 | 8,756 | 9,260 |
| Net Operating Income | 7,411 | 16,360 | 25,948 |
| Available for Debt Service [4] | 5,929 | 13,088 | 20,758 |
| Supportable Debt [5] | 82,408 | 181,916 | 288,523 |
| Development Costs [6] | 416,231 | 416,231 | 416,231 |
| **Affordability Gap** | **$333,823** | **$234,315** | **$127,708** |

*1) Table 5: Maximum Affordable For-Rent by Income Level*
*2) Available rent multiplied by 12*
*3) Assumes 5% for vacancy/collection loss and $7,500 annual maintenance/capital improvement costs.*
*4) Assumes 1.25 Debt Coverage Ratio*
*5) Assumes a 6% interest rate and 30-year loan term*
*6) Table 7: Development Costs - Affordable Multifamily For-Rent*

# Section 3 FINDINGS AND NEXUS REQUIREMENTS

This section presents the maximum supported fee per market-rate unit, which is calculated by following the methodology outlined in Section 1 and using the results from the affordability gap analysis detailed in Section 2.

## MAXIMUM FEE CALCULATION

The maximum supported Fees has been calculated in two different ways. Both calculations incorporate the affordability gap by unit type and income level. The first way of calculating the fee (the Demand-Based Method) consists of multiplying the affordability gap per unit by the number of affordable units needed by income level. The second way to calculate Fees (Inclusionary Equivalent Fee) is by multiplying the affordability gap by unit type and at affordability levels required by the City's Inclusionary Housing Ordinance. Table 12 shows the average affordability gap by income group.

***Table 12: Average Affordability Gap***

| | For Sale SFR Affordability Gap[1] | For Sale MFR Affordability Gap[1] | For Rent MFR Affordability Gap[1] | Average Affordability Gap |
|---|---|---|---|---|
| Very Low Income (0-50% AMI) | n/a | n/a | $333,823 | $333,823 |
| Low Income (50-80% AMI) | 447,023 | 368,534 | 234,315 | 349,957 |
| Moderate Income (80-120% AMI) | 316,869 | 238,204 | 127,708 | 227,594 |

*1) Tables 10 and 11*

Table 13 shows the maximum supported Fees for a single residential unit under the Demand-Based Method. This is calculated by taking the number of affordable households generated at each income level times the average affordability gap at that income level.

***Table 13: Maximum Supported Demand-Based Affordable Housing In-Lieu Fee, Single-Family***

| | Affordable Households Generated[1] | Average Affordability Gap[2] | Affordable Gap per Unit |
|---|---|---|---|
| Very Low Income (0-50% AMI) | 0.066 | $333,823 | $22,032 |
| Low Income (50-80% AMI) | 0.124 | 349,957 | 43,395 |
| Moderate Income (80-120% AMI) | 0.148 | 227,594 | 33,684 |
| **Total** | **0.338** | | **$99,111** |

*1) Table 4*

*2) Table 12*

Tables 14 provides the estimated Fees under the Demand-Based Method for multi-family for-sale units.

***Table 14: Maximum Supported Demand-Based Affordable Housing In-Lieu Fee, For-Sale Multifamily***

| | Affordable Households Generated[1] | Average Affordability Gap[2] | Affordable Gap per Unit |
|---|---|---|---|
| Very Low Income (0-50% AMI) | 0.051 | $333,823 | $17,025 |
| Low Income (50-80% AMI) | 0.081 | 349,957 | 28,347 |
| Moderate Income (80-120% AMI) | 0.109 | 227,594 | 24,808 |
| **Total** | **0.241** | | **$70,180** |

*1) Table 4*

*2) Table 12*

Table 15 provides the estimated Fees under the Demand-Based Method for multi-family rental units.

***Table 15: Maximum Supported Demand-Based Affordable Housing In-Lieu Fee, For-Rent Multifamily***

| | Affordable Households Generated[1] | Average Affordability Gap[2] | Affordable Gap per Unit |
|---|---|---|---|
| Very Low Income (0-50% AMI) | 0.039 | $333,823 | $13,019 |
| Low Income (50-80% AMI) | 0.061 | 349,957 | 21,347 |
| Moderate Income (80-120% AMI) | 0.082 | 227,594 | 18,663 |
| **Total** | **0.182** | | **$53,029** |

*1) Table 4*

*2) Table 12*

Tables 16 and 17 provide estimated maximum supported Fees using the requirements on the total percentage of affordable units (both for-sale and rental) that must be developed as part of market rate housing projects as stated in the City's existing Inclusionary Housing Ordinance.

*Table 16: Maximum Supported Inclusionary Equivalent Fee, For-Sale Units*

| | Low Income (50-80% AMI) Single Family For-Sale | Low Income (50-80% AMI) Multifamily For-Sale |
|---|---|---|
| Maximum Affordable Price[1] | $261,000 | $250,000 |
| Development Cost [2] | 708,000 | 618,000 |
| Affordable Gap | $447,000 | $368,000 |
| **Inclusionary 10% Requirement** | **$44,700** | **$36,800** |

*1) Table 6, rounded*

*2) Tables 8 and 9, rounded*

*Table 17: Maximum Supported Inclusionary Equivalent Fee, For-Rent Multifamily*

| | Very Low Income (0-50% AMI) Multifamily For-Rent | Low Income (50-80% AMI) Multifamily For-Rent |
|---|---|---|
| Maximum Supportable Debt[1] | $82,000 | $182,000 |
| Development Costs[2] | 416,000 | 416,000 |
| Affordable Gap | $334,000 | $234,000 |
| Inclusionary 5% Requirement | $16,700 | $11,700 |
| **Total For-Rent Fee** | | **$28,400** |

*1) Table 11, rounded*

*2) Table 7, rounded*

Table 18 provides a comparison of Fees calculated under the current Inclusionary Housing Ordinance (including the fees contained in the Ordinance), the estimated fees under the nexus analysis (utilizing the IMPLAN model to project demand of affordable units resulting from market rate residential development), and the estimated fees under the existing Inclusionary Housing Ordinance but analyzing the affordable gap to determine Fees (rather than the existing fee calculation contained in the Ordinance).

*Table 18: Maximum Supportable Fees*

| | Existing In-Lieu Fee[1] | Demand Based Supportable Fee2 | Inclusionary Equivalent Supportable Fee |
|---|---|---|---|
| **Single-Family For-Sale** | $7,000 | $99,111 | $44,700 |
| **Multifamily For-Sale** | 5,500 | 70,180 | 36,800 |
| **Multifamily For-Rent** | 7,735 | 53,029 | 28,400 |

*1) Using the median sales price estimate from January 2020 Multiple Listing Service (MLS) survey, for-rent fee per July 15, 2019 fee update*

# Section 4 POLICY CONSIDERATIONS

Adopting a fee to be collected from new development should be consistent with other City policies and should not have measurable impacts on the development community. Harris and City staff evaluated multiple scenarios and present the following for consideration.

## HOUSING POLICY CONSISTENCY

The City adopted its 2013-2021 Mid-Cycle Housing Element (housing element) in October 2017. The Housing Element identified that approximately five percent (5%) of lower-income households have housing issues, such as incomplete kitchen or plumbing facilities, or were overpaying for adequate housing. Adopting an affordable housing impact fee enables the City to mitigate these issues for future development by providing lower-income households the ability to afford adequate housing.

The City has historically utilized an Inclusionary Housing Policy originally established by Ordinance No. 2615 (adopted in 1999) and most recently amended by Ordinance No. 2721 (adopted in 2006) to generate affordable housing in proportion with the overall increase in market-rate residential units and is described in the Housing Element of the City's General Plan. The Policy required the following for housing projects with 10 or more units:

- For-Sale: 10% of all units must be affordable to lower-income households and each unit is required to have at least 2 bedrooms (in some circumstances) or 3 bedrooms;
- For-Rent: 5% of all units must be affordable to very low-income households (50% AMI or below), and 5% must be affordable to lower-income households (80% AMI or below); and
- Covenants must be recorded for the projects to preserve the affordability of these units for at least 20 years.

However, the Ordinance (and therefore the in-lieu fees) do not apply to the following:

- Projects in areas subject to specific plans that require project to provide as many or more affordable units for lower and very low-income households as the Ordinances

The current Policy (as described in Ordinance 2715) allows developers to pay an in-lieu Affordable Housing Payment instead of developing affordable units as part of a project or as part of an offsite project. The existing Payment amount for ownership units is one percent (1%) of the sales price of each market-rate unit in increments of $50,000 with a minimum of $5,000 for each unit. The Payment amount for rental units is $4,590 for each market-rate unit (increased annually after 2006 by the Consumer Price Index). The fee is currently $7,735.

## COMPARISON TO OTHER JURISDICTIONS

Jurisdictions throughout the State of California have adopted an affordable housing fee program as a method of bridging the housing affordability gap. Harris & Associates has compiled a list of fees from nearby cities that have adopted comparable affordable housing fees. Table 19 summarizes the aggregated fees of the jurisdictions.

***Table 19: Affordable Housing Fee Market Survey***

| Municipality | Single Family For-Sale | Multifamily For-Sale | Multifamily For-Rent |
|---|---|---|---|
| **Oxnard (Proposed)** | **$36,000** | **$35,000** | **$28,000** |
| Oxnard (Existing) | 7,000 | 5,500 | 7,735 |
| Agoura Hills | 71,190 | 35,029 | 34,002 |
| Calabasas | 37,500 | 36,875 | 18,772 |
| Huntington Beach | 29,640 | 29,640 | 29,640 |
| Oceanside | 11,735 | 11,558 | 8,105 |
| Pasadena (10-49 Units) | 44,625 | 43,881 | 18,110 |
| Pasadena (50+ Units) | 61,924 | 60,892 | 24,868 |
| San Diego | 16,230 | 15,960 | 10,690 |
| San Luis Obispo County | 5,625 | 5,625 | 3,375 |
| Santa Barbara (10+ Units) | 55,482 | 55,482 | 48,954 |
| Santa Barbara (2-9 Units) | 18,493 | 18,493 | 16,317 |
| Santa Monica | n/a | 62,865 | 36,052 |
| West Hollywood | 43,845 | 43,114 | 28,879 |
| **Comparable City Average** | **$36,026** | **$34,951** | **$23,147** |

## CONCLUSION

Table 20 below provides a summary of all fees calculated as part of this study.

***Table 20: Maximum Supported Fee Comparison***

| | Existing In-Lieu Fee[1] | Demand Based Supportable Fee[2] | Inclusionary Equivalent Supportable Fee[3] | Local City Survey[4] |
|---|---|---|---|---|
| **Single-Family For-Sale** | $7,000 | $99,111 | $44,700 | $36,026 |
| **Multifamily For-Sale** | 5,500 | 70,180 | 36,800 | 34,951 |
| **Multifamily For-Rent** | 7,735 | 53,029 | 28,400 | 23,147 |

*1) Using the median sales price estimate from January 2020 Multiple Listing Service (MLS) survey, for-rent fee per January 2020 fee update.*
*2) Tables 13, 14, 15.*
*3) Tables 16 and 17.*
*4) Table 19.*

The City has the discretion to adopt fees that are lower than the maximum supported fees under the Demand-Based and Inclusionary Equivalent levels. It is clear that the high development costs have resulted in significantly higher costs to develop affordable housing. Due to the housing legislation and mandates from the State to cities to encourage the development of housing at all

income levels, it is important to note residential development could potentially decrease and occur in other jurisdictions with lower fees. This would potentially result in decreased housing development in the City. One option available to the City is to adopt Fees that are consistent with the average of the fees collected in other jurisdictions (in the column titled Local City Survey) in order to ensure that housing development continues at its current pace.

## PROPOSED FEES

City staff reviewed the options provided in this analysis and is recommending the following fees be adopted. These fees fall below the maximum supportable fees calculated in this report and were determined based on an analysis of other local agencies. The maximum fee based on the City's existing ordinance was deemed higher than the market would bear for single family and multifamily for-sale units. Staff recommends lowering the fees to an amount more in line with competitive cities for the single family and multifamily for-sale units but setting the fee for for-rent units closer to the actual cost to develop a multi-family project. This methodology supports the City's goal of using the in-lieu fee funds to build multifamily for rent projects. See Table ES.4 for a summary of the recommended fees.

**Table 21: Proposed Fees**

| Land Use | Inclusionary Requirement | Affordability Level | Affordability Gap per Unit | Fee per Unit | Total Fee per Unit | Average of Other Cities | Proposed Fee |
|---|---|---|---|---|---|---|---|
| **Single Family Detached For-Sale** | 10% | 80% AMI or below | $447,023 | $44,702 | $44,702 | $36,026 | $36,000 |
| **Multifamily For-Sale** | 10% | 80% AMI or below | 368,534 | 36,853 | 36,853 | 34,951 | 35,000 |
| **Multifamily For-Rent** | 5% | 50-80% AMI | 234,315 | 11,716 | 28,407 | 23,147 | 28,000 |
| | 5% | 50% AMI or below | 333,823 | 16,691 | | | |

# Appendix A: IMPLAN Output

**Appendix A**
**Induced Employment per New Unit**

| Impact Industry | Income per Job | SFR Jobs Generated | For-Sale MFR Jobs Generated | For-Rent MFR Jobs Generated |
|---|---|---|---|---|
| 10 - All other crop farming | $ 47,144.69 | 0.00000491713 | 0.00000335834 | 0.00000254377 |
| 101 - Coffee and tea manufacturing | $ 228,442.45 | 0.00000032927 | 0.00000025789 | 0.00000019534 |
| 102 - Flavoring syrup and concentrate manufacturing | $ 925,559.53 | 0.00000046297 | 0.00000033940 | 0.00000025708 |
| 103 - Mayonnaise, dressing, and sauce manufacturing | $ 85,985.89 | 0.00000017998 | 0.00000014177 | 0.00000010739 |
| 104 - Spice and extract manufacturing | $ 139,538.64 | 0.00000259475 | 0.00000204787 | 0.00000155116 |
| 105 - All other food manufacturing | $ 113,889.89 | 0.00001570009 | 0.00001243046 | 0.00000941544 |
| 106 - Bottled and canned soft drinks & water | $ 159,248.46 | 0.00001136477 | 0.00000904207 | 0.00000684891 |
| 107 - Manufactured ice | $ 1,016,280.32 | 0.00000011225 | 0.00000008931 | 0.00000006765 |
| 108 - Breweries | $ 360,435.38 | 0.00001078887 | 0.00000706565 | 0.00000535187 |
| 109 - Wineries | $ 243,422.39 | 0.00000601301 | 0.00000397018 | 0.00000300720 |
| 110 - Distilleries | $ 2,096,314.21 | 0.00000002529 | 0.00000001687 | 0.00000001278 |
| 119 - Carpet and rug mills | $ 86,042.95 | 0.00000244658 | 0.00000155822 | 0.00000118027 |
| 121 - Textile bag and canvas mills | $ 38,929.06 | 0.00000058550 | 0.00000037611 | 0.00000028488 |
| 123 - Other textile product mills | $ 43,711.51 | 0.00000145641 | 0.00000092489 | 0.00000070056 |
| 125 - Other apparel knitting mills | $ 145,174.28 | 0.00000020761 | 0.00000013338 | 0.00000010103 |
| 126 - Cut and sew apparel contractors | $ 133,653.33 | 0.00000044879 | 0.00000032636 | 0.00000024720 |
| 127 - Men's and boys' cut and sew apparel manufacturing | $ 133,216.91 | 0.00000279856 | 0.00000178061 | 0.00000134872 |
| 128 - Women's and girls' cut and sew apparel manufacturing | $ 196,018.39 | 0.00000063252 | 0.00000040184 | 0.00000030437 |
| 129 - Other cut and sew apparel manufacturing | $ 173,739.18 | 0.00000127874 | 0.00000081409 | 0.00000061663 |
| 130 - Apparel accessories and other apparel manufacturing | $ 338,270.71 | 0.00000009085 | 0.00000005801 | 0.00000004394 |
| 137 - Engineered wood member and truss manufacturing | $ 71,795.00 | 0.00000166716 | 0.00000123883 | 0.00000093835 |
| 138 - Reconstituted wood product manufacturing | $ 199,548.98 | 0.00000226806 | 0.00000168501 | 0.00000127631 |
| 139 - Wood windows and door manufacturing | $ 75,212.06 | 0.00000129698 | 0.00000095046 | 0.00000071993 |
| 14 - Animal production, except cattle and poultry and eggs | $ 308,396.63 | 0.00000032967 | 0.00000021387 | 0.00000016199 |
| 141 - Other millwork, including flooring | $ 79,053.42 | 0.00000129464 | 0.00000095253 | 0.00000072150 |
| 142 - Wood container and pallet manufacturing | $ 83,549.59 | 0.00000131715 | 0.00000090870 | 0.00000068829 |
| 145 - All other miscellaneous wood product manufacturing | $ 76,243.89 | 0.00000186874 | 0.00000131750 | 0.00000099794 |
| 147 - Paper mills | $ 243,089.09 | 0.00000921611 | 0.00000601283 | 0.00000455441 |
| 149 - Paperboard container manufacturing | $ 116,838.78 | 0.00000517365 | 0.00000376897 | 0.00000285480 |
| 150 - Paper bag and coated and treated paper manufacturing | $ 86,983.57 | 0.00000073943 | 0.00000051944 | 0.00000039345 |
| 151 - Stationery product manufacturing | $ 84,102.93 | 0.00000031273 | 0.00000022299 | 0.00000016890 |
| 152 - Sanitary paper product manufacturing | $ 348,923.61 | 0.00001029384 | 0.00000702757 | 0.00000532303 |
| 153 - All other converted paper product manufacturing | $ 89,099.05 | 0.00000033061 | 0.00000022682 | 0.00000017180 |
| 154 - Printing | $ 55,853.53 | 0.00090351428 | 0.00070906293 | 0.00053707889 |
| 155 - Support activities for printing | $ 48,139.12 | 0.00000084972 | 0.00000065189 | 0.00000049378 |
| 156 - Petroleum refineries | $ 2,741,355.01 | 0.00000334387 | 0.00000282778 | 0.00000214190 |
| 159 - Petroleum lubricating oil and grease manufacturing | $ 895,494.40 | 0.00000016951 | 0.00000014087 | 0.00000010670 |
| 163 - Synthetic dye and pigment manufacturing | $ 288,672.75 | 0.00000149248 | 0.00000097061 | 0.00000073518 |
| 166 - Plastics material and resin manufacturing | $ 329,697.18 | 0.00000017325 | 0.00000012074 | 0.00000009145 |
| 169 - Nitrogenous fertilizer manufacturing | $ 286,702.32 | 0.00000850420 | 0.00000586953 | 0.00000444587 |
| 17 - Commercial fishing | $ 58,329.00 | 0.00009617060 | 0.00006905170 | 0.00005230313 |
| 172 - Pesticide and other agricultural chemical manufacturing | $ 778,492.65 | 0.00004370253 | 0.00002746928 | 0.00002080657 |
| 173 - Medicinal and botanical manufacturing | $ 235,648.60 | 0.00000071349 | 0.00000055546 | 0.00000042073 |
| 174 - Pharmaceutical preparation manufacturing | $ 1,917,062.29 | 0.00001927374 | 0.00001578569 | 0.00001195685 |
| 175 - In-vitro diagnostic substance manufacturing | $ 518,981.00 | 0.00000904811 | 0.00000651897 | 0.00000493779 |
| 176 - Biological product (except diagnostic) manufacturing | $ 662,726.04 | 0.00002377268 | 0.00001788041 | 0.00001354350 |
| 177 - Paint and coating manufacturing | $ 128,663.71 | 0.00000115114 | 0.00000084911 | 0.00000064316 |
| 178 - Adhesive manufacturing | $ 40,943.26 | 0.00000036494 | 0.00000025796 | 0.00000019539 |
| 179 - Soap and other detergent manufacturing | $ 526,026.98 | 0.00000507860 | 0.00000333989 | 0.00000252980 |
| 18 - Commercial hunting and trapping | $ 211,188.20 | 0.00000029370 | 0.00000021129 | 0.00000016004 |
| 180 - Polish and other sanitation good manufacturing | $ 159,203.34 | 0.00000203818 | 0.00000134959 | 0.00000102224 |
| 182 - Toilet preparation manufacturing | $ 299,279.91 | 0.00002360520 | 0.00001664510 | 0.00001260781 |
| 185 - Custom compounding of purchased resins | $ 138,319.30 | 0.00000559631 | 0.00000430608 | 0.00000326164 |
| 186 - Photographic film and chemical manufacturing | $ 194,679.65 | 0.00000332877 | 0.00000237171 | 0.00000179645 |
| 187 - Other miscellaneous chemical product manufacturing | $ 139,904.28 | 0.00000542168 | 0.00000413769 | 0.00000313409 |
| 188 - Plastics packaging materials and unlaminated film and sheet manufacturin | $ 102,217.27 | 0.00000083210 | 0.00000056381 | 0.00000042706 |
| 19 - Support activities for agriculture and forestry | $ 51,229.95 | 0.00059902452 | 0.00043581411 | 0.00033010689 |
| 190 - Plastics pipe and pipe fitting manufacturing | $ 134,869.17 | 0.00000136893 | 0.00000098817 | 0.00000074849 |
| 192 - Polystyrene foam product manufacturing | $ 51,865.49 | 0.00000092769 | 0.00000065860 | 0.00000049885 |
| 193 - Urethane and other foam product (except polystyrene) manufacturing | $ 78,946.45 | 0.00000061984 | 0.00000044555 | 0.00000033748 |
| 194 - Plastics bottle manufacturing | $ 127,441.60 | 0.00000051293 | 0.00000037378 | 0.00000028312 |
| 195 - Other plastics product manufacturing | $ 73,567.88 | 0.00001267899 | 0.00000914038 | 0.00000692337 |
| 196 - Tire manufacturing | $ 62,210.48 | 0.00000066185 | 0.00000070933 | 0.00000053728 |
| 197 - Rubber and plastics hoses and belting manufacturing | $ 59,865.35 | 0.00000022338 | 0.00000021670 | 0.00000016414 |
| 198 - Other rubber product manufacturing | $ 70,291.13 | 0.00000055321 | 0.00000041677 | 0.00000031569 |
| 199 - Pottery, ceramics, and plumbing fixture manufacturing | $ 25,666.56 | 0.00000049247 | 0.00000035033 | 0.00000026536 |
| 20 - Extraction of natural gas and crude petroleum | $ 448,316.38 | 0.00009744676 | 0.00008240113 | 0.00006241464 |
| 202 - Other pressed and blown glass and glassware manufacturing | $ 63,879.97 | 0.00000044325 | 0.00000029981 | 0.00000022709 |
| 203 - Glass container manufacturing | $ 96,696.85 | 0.00000032623 | 0.00000023321 | 0.00000017664 |
| 204 - Glass product manufacturing made of purchased glass | $ 68,317.59 | 0.00000288605 | 0.00000202160 | 0.00000153126 |
| 206 - Ready-mix concrete manufacturing | $ 100,105.64 | 0.00000021493 | 0.00000015489 | 0.00000011732 |
| 207 - Concrete block and brick manufacturing | $ 121,281.70 | 0.00000057812 | 0.00000041094 | 0.00000031126 |
| 208 - Concrete pipe manufacturing | $ 132,703.14 | 0.00000017451 | 0.00000014532 | 0.00000011007 |
| 209 - Other concrete product manufacturing | $ 84,668.39 | 0.00000042472 | 0.00000033135 | 0.00000025098 |
| 21 - Extraction of natural gas liquids | $ 120,001.74 | 0.00004032199 | 0.00003409634 | 0.00002582623 |
| 212 - Abrasive product manufacturing | $ 120,594.86 | 0.00000159373 | 0.00000112387 | 0.00000085127 |
| 213 - Cut stone and stone product manufacturing | $ 50,182.05 | 0.00000320759 | 0.00000249122 | 0.00000188697 |
| 215 - Mineral wool manufacturing | $ 152,079.01 | 0.00004293056 | 0.00003063858 | 0.00002320716 |
| 229 - Ferrous metal foundries | $ 76,231.15 | 0.00000020716 | 0.00000016114 | 0.00000012206 |
| 230 - Nonferrous metal foundries | $ 62,254.84 | 0.00000018804 | 0.00000013771 | 0.00000010431 |
| 231 - Iron and steel forging | $ 111,814.84 | 0.00000044240 | 0.00000032513 | 0.00000024627 |
| 232 - Nonferrous forging | $ 127,169.40 | 0.00000025935 | 0.00000019050 | 0.00000014429 |
| 233 - Custom roll forming | $ 122,110.47 | 0.00000011365 | 0.00000008466 | 0.00000006413 |
| 234 - Crown and closure manufacturing and metal stamping | $ 59,548.24 | 0.00000032198 | 0.00000024516 | 0.00000018569 |
| 235 - Cutlery, utensil, pot, and pan manufacturing | $ 170,460.32 | 0.00000011039 | 0.00000007861 | 0.00000005954 |
| 236 - Handtool manufacturing | $ 137,675.42 | 0.00000077930 | 0.00000056324 | 0.00000042663 |
| 237 - Prefabricated metal buildings and components manufacturing | $ 94,541.56 | 0.00000078612 | 0.00000054536 | 0.00000041308 |
| 238 - Fabricated structural metal manufacturing | $ 73,477.07 | 0.00000072776 | 0.00000056906 | 0.00000043103 |
| 239 - Plate work manufacturing | $ 59,068.65 | 0.00000063194 | 0.00000055816 | 0.00000042278 |
| 24 - Gold ore mining | $ 95,636.56 | 0.00000030975 | 0.00000022840 | 0.00000017300 |
| 240 - Metal window and door manufacturing | $ 81,124.21 | 0.00002296420 | 0.00001613974 | 0.00001222503 |
| 241 - Sheet metal work manufacturing | $ 57,446.39 | 0.00000699501 | 0.00000489423 | 0.00000370713 |
| 242 - Ornamental and architectural metal work manufacturing | $ 73,758.20 | 0.00000102559 | 0.00000079087 | 0.00000059904 |
| 243 - Power boiler and heat exchanger manufacturing | $ 133,951.38 | 0.00000018392 | 0.00000013705 | 0.00000010381 |
| 247 - Hardware manufacturing | $ 142,974.99 | 0.00000067122 | 0.00000047867 | 0.00000036257 |
| 248 - Spring and wire product manufacturing | $ 102,433.64 | 0.00000086261 | 0.00000065945 | 0.00000049950 |
| 249 - Machine shops | $ 62,466.79 | 0.00001057813 | 0.00000837551 | 0.00000634402 |

| | | | | | |
|---|---|---|---|---|---|
| 250 - Turned product and screw, nut, and bolt manufacturing | $ | 126,284.19 | 0.00000073315 | 0.00000053488 | 0.00000040514 |
| 251 - Metal heat treating | $ | 93,585.85 | 0.00000060131 | 0.00000047807 | 0.00000036211 |
| 252 - Metal coating and nonprecious engraving | $ | 74,544.55 | 0.00000242964 | 0.00000194595 | 0.00000147396 |
| 253 - Electroplating, anodizing, and coloring metal | $ | 71,859.34 | 0.00000343869 | 0.00000272660 | 0.00000206526 |
| 254 - Valve and fittings, other than plumbing, manufacturing | $ | 189,466.11 | 0.00000023123 | 0.00000018772 | 0.00000014219 |
| 255 - Plumbing fixture fitting and trim manufacturing | $ | 292,147.23 | 0.00000047581 | 0.00000033206 | 0.00000025152 |
| 256 - Ball and roller bearing manufacturing | $ | 191,759.38 | 0.00000119930 | 0.00000104341 | 0.00000079033 |
| 259 - Small arms, ordnance, and accessories manufacturing | $ | 296,969.24 | 0.00000652718 | 0.00000517254 | 0.00000391794 |
| 260 - Fabricated pipe and pipe fitting manufacturing | $ | 58,430.92 | 0.00000021156 | 0.00000014819 | 0.00000011224 |
| 261 - Other fabricated metal manufacturing | $ | 66,519.37 | 0.00000325261 | 0.00000232469 | 0.00000176083 |
| 266 - Oil and gas field machinery and equipment manufacturing | $ | 93,823.36 | 0.00000014495 | 0.00000011976 | 0.00000009071 |
| 271 - All other industrial machinery manufacturing | $ | 78,302.76 | 0.00000010047 | 0.00000007889 | 0.00000005976 |
| 274 - Other commercial service industry machinery manufacturing | $ | 126,228.39 | 0.00000029952 | 0.00000018142 | 0.00000013742 |
| 275 - Air purification and ventilation equipment manufacturing | $ | 81,690.44 | 0.00000028815 | 0.00000023568 | 0.00000017852 |
| 276 - Heating equipment (except warm air furnaces) manufacturing | $ | 124,092.31 | 0.00001041551 | 0.00000768412 | 0.00000582033 |
| 277 - Air conditioning, refrigeration, and warm air heating equipment manufactu | $ | 107,066.71 | 0.00000086754 | 0.00000062521 | 0.00000047356 |
| 281 - Machine tool manufacturing | $ | 166,592.97 | 0.00000089793 | 0.00000062064 | 0.00000047010 |
| 286 - Other engine equipment manufacturing | $ | 175,122.32 | 0.00000019476 | 0.00000012430 | 0.00000009415 |
| 287 - Pump and pumping equipment manufacturing | $ | 69,504.15 | 0.00000012111 | 0.00000008685 | 0.00000006579 |
| 288 - Air and gas compressor manufacturing | $ | 120,544.68 | 0.00000033371 | 0.00000024819 | 0.00000018799 |
| 293 - Industrial truck, trailer, and stacker manufacturing | $ | 93,707.23 | 0.00000011011 | 0.00000008690 | 0.00000006583 |
| 3 - Vegetable and melon farming | $ | 116,839.45 | 0.00021844704 | 0.00016615545 | 0.00012585426 |
| 30 - Stone mining and quarrying | $ | 146,209.45 | 0.00005517274 | 0.00003918037 | 0.00002967713 |
| 300 - Scales, balances, and miscellaneous general purpose machinery manufactu | $ | 119,386.34 | 0.00000018460 | 0.00000013553 | 0.00000010266 |
| 302 - Computer storage device manufacturing | $ | 328,837.07 | 0.00000022459 | 0.00000011858 | 0.00000008982 |
| 303 - Computer terminals and other computer peripheral equipment manufactu | $ | 285,608.31 | 0.00000134696 | 0.00000083434 | 0.00000063197 |
| 304 - Telephone apparatus manufacturing | $ | 187,224.82 | 0.00000017707 | 0.00000015859 | 0.00000012012 |
| 305 - Broadcast and wireless communications equipment manufacturing | $ | 146,950.44 | 0.00000166554 | 0.00000145793 | 0.00000110431 |
| 307 - Audio and video equipment manufacturing | $ | 103,304.30 | 0.00000138705 | 0.00000089975 | 0.00000068152 |
| 309 - Semiconductor and related device manufacturing | $ | 292,864.12 | 0.00001562885 | 0.00001406114 | 0.00001065059 |
| 31 - Sand and gravel mining | $ | 162,848.81 | 0.00000451304 | 0.00000321259 | 0.00000243337 |
| 310 - Capacitor, resistor, coil, transformer, and other inductor manufacturing | $ | 68,322.04 | 0.00000074124 | 0.00000064971 | 0.00000049171 |
| 311 - Electronic connector manufacturing | $ | 129,149.20 | 0.00000081167 | 0.00000062685 | 0.00000047481 |
| 312 - Printed circuit assembly (electronic assembly) manufacturing | $ | 86,538.52 | 0.00000136586 | 0.00000095462 | 0.00000072308 |
| 313 - Other electronic component manufacturing | $ | 123,635.43 | 0.00000057093 | 0.00000041237 | 0.00000031235 |
| 314 - Electromedical and electrotherapeutic apparatus manufacturing | $ | 732,677.73 | 0.00000015574 | 0.00000011191 | 0.00000008476 |
| 317 - Industrial process variable instruments manufacturing | $ | 212,506.16 | 0.00000017355 | 0.00000013019 | 0.00000009861 |
| 320 - Analytical laboratory instrument manufacturing | $ | 110,287.61 | 0.00000013038 | 0.00000007746 | 0.00000005867 |
| 322 - Watch, clock, and other measuring and controlling device manufacturing | $ | 137,262.82 | 0.00000163686 | 0.00000111658 | 0.00000084576 |
| 324 - Software and other prerecorded and record reproducing | $ | 116,931.56 | 0.00000047795 | 0.00000035439 | 0.00000026843 |
| 325 - Electric lamp bulb and part manufacturing | $ | 84,643.70 | 0.00000115620 | 0.00000077413 | 0.00000058636 |
| 326 - Lighting fixture manufacturing | $ | 100,576.40 | 0.00000295552 | 0.00000213570 | 0.00000161768 |
| 327 - Small electrical appliance manufacturing | $ | 459,988.99 | 0.00000013848 | 0.00000010454 | 0.00000007918 |
| 332 - Power, distribution, and specialty transformer manufacturing | $ | 754,342.52 | 0.00000002495 | 0.00000001751 | 0.00000001326 |
| 333 - Motor and generator manufacturing | $ | 147,705.57 | 0.00000108352 | 0.00000084926 | 0.00000064327 |
| 335 - Relay and industrial control manufacturing | $ | 118,818.18 | 0.00000026975 | 0.00000020400 | 0.00000015452 |
| 336 - Storage battery manufacturing | $ | 93,882.26 | 0.00000148875 | 0.00000137991 | 0.00000104521 |
| 337 - Primary battery manufacturing | $ | 128,634.34 | 0.00000023530 | 0.00000015089 | 0.00000011429 |
| 339 - Other communication and energy wire manufacturing | $ | 93,159.55 | 0.00000024462 | 0.00000019542 | 0.00000014802 |
| 340 - Wiring device manufacturing | $ | 85,047.80 | 0.00000099026 | 0.00000070013 | 0.00000053032 |
| 342 - All other miscellaneous electrical equipment and component manufacturin | $ | 107,196.51 | 0.00000041914 | 0.00000029320 | 0.00000022208 |
| 343 - Automobile manufacturing | $ | 179,619.01 | 0.00000037570 | 0.00000030937 | 0.00000023433 |
| 349 - Travel trailer and camper manufacturing | $ | 41,985.49 | 0.00000496382 | 0.00000156352 | 0.00000118429 |
| 350 - Motor vehicle gasoline engine and engine parts manufacturing | $ | 123,917.93 | 0.00000019691 | 0.00000017322 | 0.00000013120 |
| 352 - Motor vehicle steering, suspension component (except spring), and brake s | $ | 290,564.81 | 0.00000036165 | 0.00000030500 | 0.00000023102 |
| 356 - Other motor vehicle parts manufacturing | $ | 98,864.45 | 0.00000294269 | 0.00000284066 | 0.00000215165 |
| 359 - Other aircraft parts and auxiliary equipment manufacturing | $ | 133,641.69 | 0.00000423986 | 0.00000350475 | 0.00000265467 |
| 360 - Guided missile and space vehicle manufacturing | $ | 163,016.16 | 0.00000076146 | 0.00000063632 | 0.00000048198 |
| 364 - Boat building | $ | 68,324.56 | 0.00005508505 | 0.00001682602 | 0.00001274485 |
| 365 - Motorcycle, bicycle, and parts manufacturing | $ | 113,341.25 | 0.00000521317 | 0.00000162288 | 0.00000122925 |
| 366 - Military armored vehicle, tank, and tank component manufacturing | $ | 343,918.00 | 0.00000004415 | 0.00000003633 | 0.00000002752 |
| 367 - All other transportation equipment manufacturing | $ | 48,200.63 | 0.00000027744 | 0.00000019135 | 0.00000014494 |
| 368 - Wood kitchen cabinet and countertop manufacturing | $ | 48,668.58 | 0.00001476812 | 0.00001003155 | 0.00000759839 |
| 369 - Upholstered household furniture manufacturing | $ | 72,021.10 | 0.00000267689 | 0.00000169657 | 0.00000128507 |
| 37 - Drilling oil and gas wells | $ | 196,526.05 | 0.00000022284 | 0.00000017436 | 0.00000013207 |
| 370 - Nonupholstered wood household furniture manufacturing | $ | 43,240.59 | 0.00000384638 | 0.00000243802 | 0.00000184668 |
| 371 - Other household nonupholstered furniture manufacturing | $ | 47,196.99 | 0.00000068456 | 0.00000043782 | 0.00000033162 |
| 375 - Office furniture, except wood, manufacturing | $ | 84,253.53 | 0.00000018658 | 0.00000012364 | 0.00000009365 |
| 376 - Showcase, partition, shelving, and locker manufacturing | $ | 55,882.49 | 0.00000077999 | 0.00000053193 | 0.00000040291 |
| 377 - Mattress manufacturing | $ | 24,334.23 | 0.00000082539 | 0.00000052390 | 0.00000039683 |
| 378 - Blind and shade manufacturing | $ | 29,274.80 | 0.00000098779 | 0.00000062661 | 0.00000047463 |
| 379 - Surgical and medical instrument manufacturing | $ | 162,402.15 | 0.00000240672 | 0.00000170343 | 0.00000129026 |
| 38 - Support activities for oil and gas operations | $ | 126,328.97 | 0.00003985230 | 0.00003118204 | 0.00002361880 |
| 380 - Surgical appliance and supplies manufacturing | $ | 133,090.01 | 0.00000889995 | 0.00000646983 | 0.00000490056 |
| 381 - Dental equipment and supplies manufacturing | $ | 118,082.05 | 0.00000147905 | 0.00000108966 | 0.00000082536 |
| 383 - Dental laboratories | $ | 33,922.12 | 0.00000316615 | 0.00000233298 | 0.00000176711 |
| 384 - Jewelry and silverware manufacturing | $ | 55,132.23 | 0.00000074514 | 0.00000051694 | 0.00000039156 |
| 385 - Sporting and athletic goods manufacturing | $ | 61,424.08 | 0.00001088824 | 0.00000861147 | 0.00000652275 |
| 386 - Doll, toy, and game manufacturing | $ | 43,525.44 | 0.00000019848 | 0.00000015184 | 0.00000011501 |
| 388 - Sign manufacturing | $ | 37,957.13 | 0.00006205114 | 0.00004882519 | 0.00003698258 |
| 39 - Metal mining services | $ | 208,479.10 | 0.00000004478 | 0.00000003366 | 0.00000002550 |
| 390 - Musical instrument manufacturing | $ | 65,093.72 | 0.00000648480 | 0.00000432906 | 0.00000327904 |
| 394 - All other miscellaneous manufacturing | $ | 42,638.10 | 0.00001217181 | 0.00000834084 | 0.00000631776 |
| 395 - Wholesale trade | $ | 180,232.64 | 0.02372305457 | 0.01764225262 | 0.01336310368 |
| 396 - Retail - Motor vehicle and parts dealers | $ | 138,779.32 | 0.01400928768 | 0.01018788204 | 0.00771679938 |
| 397 - Retail - Furniture and home furnishings stores | $ | 72,309.19 | 0.00477903436 | 0.00355962459 | 0.00269623350 |
| 398 - Retail - Electronics and appliance stores | $ | 47,367.95 | 0.00378785186 | 0.00281971771 | 0.00213579190 |
| 399 - Retail - Building material and garden equipment and supplies stores | $ | 78,135.20 | 0.01065634971 | 0.00793908217 | 0.00601344854 |
| 4 - Fruit farming | $ | 43,290.99 | 0.00170124552 | 0.00125957537 | 0.00095406390 |
| 40 - Other nonmetallic minerals services | $ | 137,520.78 | 0.00000010106 | 0.00000007549 | 0.00000005718 |
| 400 - Retail - Food and beverage stores | $ | 60,516.54 | 0.02858457768 | 0.02075159560 | 0.01571827190 |
| 401 - Retail - Health and personal care stores | $ | 67,046.89 | 0.01023386626 | 0.00762691178 | 0.00577699544 |
| 402 - Retail - Gasoline stores | $ | 154,305.31 | 0.00458502962 | 0.00341377465 | 0.00258575963 |
| 403 - Retail - Clothing and clothing accessories stores | $ | 48,802.85 | 0.01578063706 | 0.01175187532 | 0.00890144427 |
| 404 - Retail - Sporting goods, hobby, musical instrument and book stores | $ | 36,021.03 | 0.00660468298 | 0.00492222954 | 0.00372833703 |
| 405 - Retail - General merchandise stores | $ | 54,117.04 | 0.02573685345 | 0.01868439034 | 0.01415246969 |
| 406 - Retail - Miscellaneous store retailers | $ | 41,553.60 | 0.01182755984 | 0.00881352584 | 0.00667579487 |
| 407 - Retail - Nonstore retailers | $ | 73,930.62 | 0.01924224613 | 0.01425006657 | 0.01079369631 |
| 408 - Air transportation | $ | 207,927.46 | 0.00049813000 | 0.00030076657 | 0.00022781529 |
| 409 - Rail transportation | $ | 164,252.59 | 0.00003715005 | 0.00002803884 | 0.00002123799 |
| 410 - Water transportation | $ | 173,614.23 | 0.00000853053 | 0.00000562954 | 0.00000426409 |

| | | | | | |
|---|---|---|---|---|---|
| 411 - Truck transportation | $ | 67,412.61 | 0.00455599388 | 0.00321697988 | 0.00243669766 |
| 412 - Transit and ground passenger transportation | $ | 28,820.08 | 0.00760992977 | 0.00453197355 | 0.00343273809 |
| 413 - Pipeline transportation | $ | 280,573.03 | 0.00001722134 | 0.00001443889 | 0.00001093672 |
| 414 - Scenic and sightseeing transportation and support activities for transportat | $ | 87,484.34 | 0.00164055615 | 0.00123270645 | 0.00093371206 |
| 415 - Couriers and messengers | $ | 68,860.17 | 0.00281171261 | 0.00194965424 | 0.00147676333 |
| 416 - Warehousing and storage | $ | 70,772.34 | 0.00211008527 | 0.00156413608 | 0.00118475305 |
| 417 - Newspaper publishers | $ | 107,737.35 | 0.00042941790 | 0.00032478798 | 0.00024601028 |
| 418 - Periodical publishers | $ | 123,598.77 | 0.00036329786 | 0.00027013048 | 0.00020461002 |
| 419 - Book publishers | $ | 709,260.87 | 0.00045635784 | 0.00032330106 | 0.00024488401 |
| 42 - Electric power generation - Fossil fuel | $ | 880,732.99 | 0.00004437996 | 0.00004145084 | 0.00003139689 |
| 420 - Directory, mailing list, and other publishers | $ | 436,953.11 | 0.00050536323 | 0.00038677203 | 0.00029296003 |
| 422 - Software publishers | $ | 135,246.73 | 0.00123053109 | 0.00065288372 | 0.00049452602 |
| 423 - Motion picture and video industries | $ | 80,422.82 | 0.00158731356 | 0.00118946769 | 0.00090096092 |
| 424 - Sound recording industries | $ | 151,308.83 | 0.00010895927 | 0.00007085784 | 0.00005367119 |
| 425 - Radio and television broadcasting | $ | 768,151.75 | 0.00060407948 | 0.00048271339 | 0.00036563070 |
| 426 - Cable and other subscription programming | $ | 1,654,653.47 | 0.00005570958 | 0.00004809205 | 0.00003642727 |
| 427 - Wired telecommunications carriers | $ | 217,416.02 | 0.00385071463 | 0.00366379782 | 0.00277513939 |
| 428 - Wireless telecommunications carriers (except satellite) | $ | 580,995.51 | 0.00076815362 | 0.00070734030 | 0.00053577408 |
| 429 - Satellite, telecommunications resellers, and all other telecommunications | $ | 82,531.46 | 0.00067296679 | 0.00064188015 | 0.00048619137 |
| 430 - Data processing, hosting, and related services | $ | 109,701.81 | 0.00107975320 | 0.00100194463 | 0.00075892179 |
| 431 - News syndicates, libraries, archives and all other information services | $ | 131,390.10 | 0.00030880315 | 0.00022447840 | 0.00017003090 |
| 432 - Internet publishing and broadcasting and web search portals | $ | 30,016.13 | 0.00012877983 | 0.00009812436 | 0.00007432418 |
| 433 - Monetary authorities and depository credit intermediation | $ | 281,469.75 | 0.01096471018 | 0.01135031589 | 0.00859728354 |
| 434 - Nondepository credit intermediation and related activities | $ | 91,658.79 | 0.01094614936 | 0.00905065030 | 0.00685540452 |
| 435 - Securities and commodity contracts intermediation and brokerage | $ | 48,175.64 | 0.00317663509 | 0.00351056287 | 0.00265907175 |
| 436 - Other financial investment activities | $ | 11,238.99 | 0.02175412725 | 0.02567440309 | 0.01944704670 |
| 437 - Insurance carriers | $ | 259,409.57 | 0.00524425686 | 0.00391433653 | 0.00296490965 |
| 438 - Insurance agencies, brokerages, and related activities | $ | 63,261.71 | 0.01508293081 | 0.01261761748 | 0.00955719966 |
| 439 - Funds, trusts, and other financial vehicles | $ | 90,891.60 | 0.00565399673 | 0.00702581734 | 0.00532169716 |
| 44 - Electric power generation - Solar | $ | 758,904.76 | 0.00001485565 | 0.00001387517 | 0.00001050973 |
| 440 - Real estate | $ | 136,123.81 | 0.04935353776 | 0.04872928720 | 0.03690994180 |
| 442 - Automotive equipment rental and leasing | $ | 209,763.04 | 0.00109272494 | 0.00076406748 | 0.00057874202 |
| 443 - General and consumer goods rental except video tapes and discs | $ | 53,387.31 | 0.00219211660 | 0.00171399992 | 0.00129826724 |
| 444 - Video tape and disc rental | $ | 224,916.20 | 0.00007337791 | 0.00005872659 | 0.00004448239 |
| 445 - Commercial and industrial machinery and equipment rental and leasing | $ | 192,389.69 | 0.00066038497 | 0.00049258470 | 0.00037310771 |
| 446 - Lessors of nonfinancial intangible assets | $ | 102,462.69 | 0.00030301772 | 0.00023953192 | 0.00018143318 |
| 447 - Legal services | $ | 103,191.19 | 0.01139129038 | 0.00516091690 | 0.00390913050 |
| 448 - Accounting, tax preparation, bookkeeping, and payroll services | $ | 53,605.59 | 0.00885568421 | 0.00694362056 | 0.00525943730 |
| 449 - Architectural, engineering, and related services | $ | 75,689.39 | 0.00459521467 | 0.00359504244 | 0.00272306071 |
| 450 - Specialized design services | $ | 53,909.94 | 0.00172391943 | 0.00135788088 | 0.00102852529 |
| 451 - Custom computer programming services | $ | 104,889.55 | 0.00004258243 | 0.00003379345 | 0.00002559681 |
| 452 - Computer systems design services | $ | 74,544.89 | 0.00147812155 | 0.00118938700 | 0.00090089979 |
| 453 - Other computer related services, including facilities management | $ | 93,623.85 | 0.00125260745 | 0.00099379883 | 0.00075275176 |
| 454 - Management consulting services | $ | 55,940.98 | 0.00601652669 | 0.00502827278 | 0.00380865936 |
| 455 - Environmental and other technical consulting services | $ | 42,845.74 | 0.00228526282 | 0.00190203089 | 0.00144069108 |
| 456 - Scientific research and development services | $ | 149,415.84 | 0.00027951786 | 0.00023370255 | 0.00017701772 |
| 457 - Advertising, public relations, and related services | $ | 65,105.60 | 0.00285771192 | 0.00224829131 | 0.00170296563 |
| 458 - Photographic services | $ | 19,842.06 | 0.00320484192 | 0.00221188437 | 0.00167538924 |
| 459 - Veterinary services | $ | 64,947.01 | 0.00454862618 | 0.00294460542 | 0.00223038794 |
| 460 - Marketing research and all other miscellaneous professional, scientific, anc | $ | 37,210.19 | 0.00499448441 | 0.00414216390 | 0.00313747722 |
| 461 - Management of companies and enterprises | $ | 105,967.14 | 0.00336202544 | 0.00265464104 | 0.00201075476 |
| 462 - Office administrative services | $ | 63,348.05 | 0.00306305403 | 0.00249304792 | 0.00188835624 |
| 463 - Facilities support services | $ | 61,893.42 | 0.00015934993 | 0.00012312704 | 0.00009326243 |
| 464 - Employment services | $ | 61,402.26 | 0.01644552777 | 0.01357957071 | 0.01028583001 |
| 465 - Business support services | $ | 46,237.86 | 0.00413624310 | 0.00307593945 | 0.00232986675 |
| 466 - Travel arrangement and reservation services | $ | 85,748.57 | 0.00190129017 | 0.00087709871 | 0.00066435740 |
| 467 - Investigation and security services | $ | 39,795.53 | 0.00327569239 | 0.00250347439 | 0.00189625376 |
| 468 - Services to buildings | $ | 35,402.87 | 0.01718210370 | 0.01246370224 | 0.00944061674 |
| 469 - Landscape and horticultural services | $ | 40,006.45 | 0.00923660625 | 0.00657738213 | 0.00498203043 |
| 470 - Other support services | $ | 115,304.12 | 0.00098141105 | 0.00073448475 | 0.00055633462 |
| 471 - Waste management and remediation services | $ | 113,132.83 | 0.00175471601 | 0.00151534379 | 0.00114779539 |
| 472 - Elementary and secondary schools | $ | 51,935.98 | 0.01158963450 | 0.00543687924 | 0.00411815784 |
| 473 - Junior colleges, colleges, universities, and professional schools | $ | 41,166.26 | 0.01472384861 | 0.00540569571 | 0.00409453792 |
| 474 - Other educational services | $ | 20,026.74 | 0.01430711270 | 0.00812366565 | 0.00615326108 |
| 475 - Offices of physicians | $ | 90,188.90 | 0.02891724394 | 0.02318044488 | 0.01755800096 |
| 476 - Offices of dentists | $ | 85,157.00 | 0.01428175112 | 0.01052352897 | 0.00797103476 |
| 477 - Offices of other health practitioners | $ | 60,438.09 | 0.02169916257 | 0.01361658653 | 0.01031386760 |
| 478 - Outpatient care centers | $ | 98,102.22 | 0.01064985742 | 0.00720807808 | 0.00545975034 |
| 479 - Medical and diagnostic laboratories | $ | 58,595.00 | 0.00365571309 | 0.00165416124 | 0.00125294250 |
| 48 - Electric power generation - All other | $ | 254,555.20 | 0.00002590200 | 0.00002419245 | 0.00001832454 |
| 480 - Home health care services | $ | 43,431.13 | 0.01996049439 | 0.00734217969 | 0.00556132545 |
| 481 - Other ambulatory health care services | $ | 75,923.26 | 0.00267121691 | 0.00172890964 | 0.00130956059 |
| 482 - Hospitals | $ | 115,132.52 | 0.03346456042 | 0.02414612836 | 0.01828945679 |
| 483 - Nursing and community care facilities | $ | 46,333.58 | 0.01249323237 | 0.01172664966 | 0.00888233712 |
| 484 - Residential mental retardation, mental health, substance abuse and other | $ | 42,493.79 | 0.00409161882 | 0.00328163459 | 0.00248567030 |
| 485 - Individual and family services | $ | 21,125.26 | 0.03085521824 | 0.02274856725 | 0.01723087576 |
| 486 - Community food, housing, and other relief services, including rehabilitatior | $ | 62,345.27 | 0.00505419430 | 0.00383338693 | 0.00290359447 |
| 487 - Child day care services | $ | 39,215.40 | 0.01270901575 | 0.00754402882 | 0.00571421584 |
| 488 - Performing arts companies | $ | 43,899.82 | 0.00217632931 | 0.00123902181 | 0.00093849563 |
| 489 - Commercial Sports Except Racing | $ | 29,396.81 | 0.00134495953 | 0.00089512877 | 0.00067801424 |
| 49 - Electric power transmission and distribution | $ | 843,058.58 | 0.00046761211 | 0.00043674931 | 0.00033081526 |
| 490 - Racing and Track Operation | $ | 23,331.42 | 0.00029234370 | 0.00018782777 | 0.00014226992 |
| 491 - Promoters of performing arts and sports and agents for public figures | $ | 26,126.45 | 0.00167363145 | 0.00102501514 | 0.00077639653 |
| 492 - Independent artists, writers, and performers | $ | 17,732.91 | 0.00653243932 | 0.00462702260 | 0.00350473288 |
| 493 - Museums, historical sites, zoos, and parks | $ | 39,006.05 | 0.00032626687 | 0.00025363163 | 0.00019211298 |
| 494 - Amusement parks and arcades | $ | 28,330.33 | 0.00018085381 | 0.00011749598 | 0.00008899719 |
| 495 - Gambling industries (except casino hotels) | $ | 102,301.14 | 0.00114793957 | 0.00221577656 | 0.00167833737 |
| 496 - Other amusement and recreation industries | $ | 40,361.65 | 0.00571330088 | 0.00311305704 | 0.00235798142 |
| 497 - Fitness and recreational sports centers | $ | 29,820.79 | 0.00772123582 | 0.00421957699 | 0.00319611368 |
| 498 - Bowling centers | $ | 34,094.65 | 0.00078720341 | 0.00041899743 | 0.00031736912 |
| 499 - Hotels and motels, including casino hotels | $ | 67,856.23 | 0.00037646047 | 0.00034518984 | 0.00026146365 |
| 5 - Tree nut farming | $ | 110,822.05 | 0.00001057887 | 0.00000771977 | 0.00000584733 |
| 50 - Natural gas distribution | $ | 265,843.53 | 0.00041931978 | 0.00032448361 | 0.00024577973 |
| 500 - Other accommodations | $ | 33,030.22 | 0.00000483718 | 0.00000319387 | 0.00000241919 |
| 501 - Full-service restaurants | $ | 30,330.37 | 0.05687713669 | 0.04095734453 | 0.03102309289 |
| 502 - Limited-service restaurants | $ | 59,345.58 | 0.06389027858 | 0.04574926689 | 0.03465272889 |
| 503 - All other food and drinking places | $ | 25,227.62 | 0.02420460437 | 0.01728227566 | 0.01309043956 |
| 504 - Automotive repair and maintenance, except car washes | $ | 96,147.70 | 0.01690431645 | 0.01353653942 | 0.01025323601 |
| 505 - Car washes | $ | 48,300.79 | 0.00316639583 | 0.00253824696 | 0.00192259220 |
| 506 - Electronic and precision equipment repair and maintenance | $ | 119,197.14 | 0.00082606756 | 0.00065861988 | 0.00049887086 |
| 507 - Commercial and industrial machinery and equipment repair and maintenar | $ | 134,872.06 | 0.00131887193 | 0.00102040682 | 0.00077290596 |

| | | | | | |
|---|---|---|---|---|---|
| 508 - Personal and household goods repair and maintenance | $ | 108,184.65 | 0.00334894279 | 0.00203455665 | 0.00154107257 |
| 509 - Personal care services | $ | 31,415.75 | 0.02174868061 | 0.01593090843 | 0.01206684803 |
| 51 - Water, sewage and other systems | $ | 205,089.45 | 0.00030580955 | 0.00028036104 | 0.00021235914 |
| 510 - Death care services | $ | 71,584.86 | 0.00060049835 | 0.00061587728 | 0.00046649553 |
| 511 - Dry-cleaning and laundry services | $ | 40,887.33 | 0.00224870347 | 0.00149379875 | 0.00113147612 |
| 512 - Other personal services | $ | 31,746.63 | 0.01606006749 | 0.01145741044 | 0.00867840219 |
| 513 - Religious organizations | $ | 3,503.10 | 0.00823965468 | 0.00678251346 | 0.00513740692 |
| 514 - Grantmaking, giving, and social advocacy organizations | $ | 97,465.87 | 0.00313019182 | 0.00256225163 | 0.00194077451 |
| 515 - Business and professional associations | $ | 146,926.10 | 0.00057031472 | 0.00039296754 | 0.00029765281 |
| 516 - Labor and civic organizations | $ | 68,199.84 | 0.00600363835 | 0.00389081166 | 0.00294709076 |
| 517 - Private households | $ | 17,262.67 | 0.01159328573 | 0.00728499664 | 0.00551801221 |
| 518 - Postal service | $ | 87,740.75 | 0.00194314719 | 0.00155768994 | 0.00117987043 |
| 520 - Other federal government enterprises | $ | 34,099.31 | 0.00111759041 | 0.00092180591 | 0.00069822081 |
| 525 - Local government electric utilities | $ | 190,472.29 | 0.00011390278 | 0.00010638510 | 0.00008058127 |
| 526 - Other local government enterprises | $ | 200,766.06 | 0.00342906829 | 0.00360378960 | 0.00272968623 |
| 6 - Greenhouse, nursery, and floriculture production | $ | 106,322.27 | 0.00012737711 | 0.00008836578 | 0.00006693256 |
| 62 - Maintenance and repair construction of nonresidential structures | $ | 88,193.27 | 0.00451736068 | 0.00414338046 | 0.00313839870 |
| 63 - Maintenance and repair construction of residential structures | $ | 85,849.37 | 0.00527038646 | 0.00362483505 | 0.00274562708 |
| 65 - Dog and cat food manufacturing | $ | 360,145.67 | 0.00000025125 | 0.00000015843 | 0.00000012000 |
| 71 - Soybean and other oilseed processing | $ | 232,037.97 | 0.00000082588 | 0.00000061534 | 0.00000046609 |
| 72 - Fats and oils refining and blending | $ | 130,282.71 | 0.00000157315 | 0.00000124706 | 0.00000094459 |
| 76 - Nonchocolate confectionery manufacturing | $ | 231,710.06 | 0.00000092055 | 0.00000073458 | 0.00000055641 |
| 79 - Frozen fruits, juices and vegetables manufacturing | $ | 208,323.68 | 0.00000721185 | 0.00000576055 | 0.00000436332 |
| 80 - Frozen specialties manufacturing | $ | 173,395.20 | 0.00000393118 | 0.00000314068 | 0.00000237891 |
| 81 - Canned fruits and vegetables manufacturing | $ | 260,457.32 | 0.00000609488 | 0.00000484193 | 0.00000366751 |
| 87 - Dry, condensed, and evaporated dairy product manufacturing | $ | 165,154.32 | 0.00000400747 | 0.00000316705 | 0.00000239888 |
| 93 - Seafood product preparation and packaging | $ | 145,838.04 | 0.00000608267 | 0.00000467839 | 0.00000354364 |
| 94 - Bread and bakery product, except frozen, manufacturing | $ | 79,683.35 | 0.00006460855 | 0.00005088970 | 0.00003854634 |
| 95 - Frozen cakes and other pastries manufacturing | $ | 73,116.81 | 0.00000176784 | 0.00000139271 | 0.00000105491 |
| 97 - Dry pasta, mixes, and dough manufacturing | $ | 167,027.07 | 0.00000063596 | 0.00000050761 | 0.00000038449 |
| 99 - Roasted nuts and peanut butter manufacturing | $ | 282,327.37 | 0.00000472527 | 0.00000376226 | 0.00000284972 |
| **Totals** | | | **0.98496479365** | **0.73390517488** | **0.55589561946** |

# EXHIBIT B

| Unit Type | Affordable Housing In-Lieu | | |
|---|---|---|---|
| | Year 1 Fee | Year 2 Fee | Year 3 Fee |
| | *per unit* | | |
| Single Family | $ 21,500 | $ 28,750 | $ 36,000 |
| Multi-Family For Sale | $ 20,250 | $ 27,625 | $ 35,000 |
| Multi-Family For Rent | $ 17,868 | $ 22,934 | $ 28,000 |

CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. 2980

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, CONCERNING AFFORDABLE HOUSING REQUIREMENTS FOR NEW DEVELOPMENTS AND IN-LIEU AFFORDABLE HOUSING PAYMENTS

WHEREAS, the State of California has declared that the provision of affordable housing in all communities for all segments of the population is a matter of statewide importance and concern; and

WHEREAS, the State of California requires all cities and counties to adopt and implement a general plan which governs many of the overall land use and planning issues for the local agency to use as a guideline for future development, including affordable housing; and

WHEREAS, the City of Oxnard adopted the 2030 General Plan which includes several specific elements, including the Growth Management Element, the Land Use Element, and a Housing Element, which all contain certain goals, objectives and policies concerning affordable housing; and

WHEREAS, the 2030 General Plan Growth Management Element encourages the adoption of implementation measures which would promote a match between the price of housing and the household income of all Oxnard residents; and

WHEREAS, the 2030 General Plan Land Use Element requires a balanced community that meets the housing needs of all segments of the community and also provides for a balance between jobs and housing within the community; and

WHEREAS, the 2030 General Plan Housing Element contains a requirement that the City provide for a variety of housing types throughout the City which meet the needs of all economic segments of the community, including affordable housing units; and

WHEREAS, State law provides that legal actions may be brought to prohibit new residential housing if the 2030 General Plan Housing Element is not complied with; and

WHEREAS, the City Council has received an affordable housing report which found that low and very low income families, especially large and farm worker families, in the community are experiencing a housing shortage; and

WHEREAS, the City Council has stated in the 2030 General Plan and the Housing and Land Use Elements, that one of the major goals of the City is to achieve a balanced community with housing available for households of all income levels, so that the low and very low income families may have housing available at an affordable cost; and

WHEREAS, the affordable housing report further found that low and very low income families are living within the community in severely overcrowded housing and/or in housing that is not decent, safe and sanitary; and

WHEREAS, the affordable housing report further found that federal and state housing subsidy programs are not sufficient by themselves to satisfy all of the housing needs of low and very low income households, which has further exacerbated the availability of affordable housing; and

WHEREAS, the affordable housing report found that the housing shortage of new housing affordable to low and very low income families is detrimental to the public health, safety and welfare and that the City is required by California public policy to make available an adequate supply of housing for persons of all economic segments of the community, including low and very low income families; and

WHEREAS, the City Council finds that new residential development enjoys the benefits of public resources and City facilities and must participate in protecting and enhancing the public welfare by helping to meet the goals and objectives for affordable housing set out in the 2020 General Plan and its various elements; and

WHEREAS, the City Council finds that new residential development that does not include affordable housing on site reduces the limited inventory of real property in the city that may be used to develop affordable housing; and

WHEREAS, the City Council desires to establish a policy for the provision of affordable housing on a City-wide basis for all new development; and

WHEREAS, the City Council desires that a program exist to allow new residential development to provide an in-lieu affordable housing payment in place of providing affordable housing units on site, which in-lieu payment would allow other affordable housing goals and objectives to be met throughout the City; and

WHEREAS, based on the foregoing recitals, on April 20, 1999, the City Council adopted Resolution No. 11,570, establishing affordable housing requirements and in-lieu fees; and

WHEREAS, on October 5, 1999, the City Council adopted Resolution No. 11,645, amending Resolution No. 11,570, and on October 19, 1999, adopted Resolution No. 11,651, repealing Resolution No. 11,645; and

WHEREAS, on October 19, 1999, the City Council adopted Resolution No. 11,652, amending Resolution No. 11,570 to exempt certain projects there from; and

WHEREAS, on October 26, 1999, the City Council adopted Ordinance No. 2506, establishing the affordable housing requirements contained in Resolution Nos. 11,570 and 11,652 by ordinance; and

WHEREAS, on December 5, 2000, the City Council adopted Ordinance No. 2545, making certain adjustments to Ordinance No. 2506; and

WHEREAS, on March 5, 2002, the City Council adopted Ordinance No. 2594, providing a procedure to appeal application of Ordinance No. 2545, and any successor ordinance, on the basis that its application to a specific project was unconstitutional; and

WHEREAS, December 3, 2002, the City Council adopted Ordinance No. 2615, replacing Ordinance No. 2545; and

WHEREAS, on June 28, 2005, the City Council adopted Ordinance No. 2688, making adjustments to Ordinance No. 2615; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2721, making adjustments to Ordinance No. 2688; and

WHEREAS, the City Council now desires to amend Part 10 of Ordinance No. 2721 and make other minor adjustments thereto and reenact Ordinance No. 2721 as amended; and

WHEREAS, as this ordinance does not establish a new affordable housing program, but only makes certain adjustments to Ordinance No. 2721, the City Council finds that there is no possibility that adoption of this ordinance may have a significant effect on the environment; that the in-lieu Affordable Housing Payments adopted by this ordinance create government funding mechanisms that do not involve any commitment to any specific project and thus do not constitute a project, as defined by Section 15378(b)(4) of the State California Environmental Quality Act (CEQA) Guidelines; and that consequently adoption of this ordinance is not subject to CEQA.

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

Part 1. All recitals set forth hereinabove are found and determined to be true and correct and are incorporated into this ordinance by this reference.

Part 2. The findings and references to affordable housing that are contained in the 2020 General Plan, as set out in Attachment 1 to the staff agenda report on affordable housing, dated April 8, 1999, and the staff reports considered at the City Council meetings held on November 14, 2000, in connection with the adoption of Ordinance No. 2545, the staff report considered on January 29, 2002 in connection with the report of the ad hoc affordable housing committee, and the staff report dated July 20, 2004, all on file with the City Clerk, are incorporated by reference as findings in support of the affordable housing requirements set out in this ordinance.

Part 3. All new residential projects containing ten or more dwelling units to be offered for sale shall include a number of dwelling units equal to not less than 10% of the total number of dwelling units offered for sale in the project that shall be sold at an

affordable housing cost to persons and families of lower income, as defined in California Health and Safety Code Section 50079.5. Each such affordable dwelling unit shall have at least three bedrooms, provided that if a project contains at least ten two bedroom units, two bedroom affordable units may be provided in the same percentage ratio to all affordable units as the percentage ratio of two bedroom market rate units bears to the total number of market rate units in the project. For purposes of this ordinance, the term "units offered for sale" includes units classified as condominium units under California law.

Part 4. All new residential projects containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent that shall be rented at an affordable rent to persons and families of very low income, as defined in California Health and Safety Code section 50105, and shall include an additional number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent at an affordable rent to persons and families of lower income, as defined in California Health and Safety Code section 50079.5. If the number of bedrooms per unit varies within a project, the number of low and very low income units of each bedroom numbers must meet the requirements of this part 4, i.e., affordable units shall be proportionately distributed throughout the project by bedroom size.

Part 5. As used in this ordinance, the term "housing cost" includes the costs described in 25 California Code of Regulations section 6920, except that in determining housing cost under this ordinance the amount paid for maintenance and utilities will not be included. For purposes of calculating mortgage loan cost, a prevailing market interest rate for a fixed interest rate loan will be used. As used in this ordinance, the word "rent" has the meaning ascribed to such word in 25 California Code of Regulations section 6918. For purposes of this ordinance, "affordable housing cost or rent" shall mean:

(a) With respect to a low income person or family, rent or housing cost not in excess of 30% of 80% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of Title 25 of the California Code of Regulations; and

(b) With respect to a very low income person or family, rent or housing cost not in excess of 30% of 50% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of the Title 25 of the California Code of Regulations.

Prior to offering for sale or rental the first unit which the developer intends to qualify as an affordable unit under Part 3 or Part 4 of this ordinance, the developer shall submit to the City's Housing Director the proposed sale price or rental amount for all the affordable units and the dates upon which the affordable units will be offered for sale or rental, and thereafter, any other information requested by the City's Housing Director. The Housing

Director shall review the information submitted, and within 30 days of receipt of all requested information, shall determine whether the sales price or rental amount is affordable as provided in Parts 3 and 4. Thereafter, if the developer desires to increase the sales price or initial rental amount for any for sale affordable units, the developer must obtain the approval of the Housing Director. A developer may appeal a decision of the Housing Director made pursuant to this Part 5 within the time and following the procedures (including payment of the fee) set forth in the Oxnard City Code section 16-545 et seq. for appeal of a decision of the Planning Commission denying a special use permit.

Part 6. Not later than the date of application for the first building permit for a project that is subject to Part 3 or 4 of this ordinance, the developer shall cause to be recorded in the office of the Ventura County Recorder covenants approved in form and substance by the Housing Director. Such covenants shall identify the affordable dwelling units, restrict the qualifying income of purchasers and tenants of such units, specify the maximum housing cost for such units, and require that such units remain affordable for at least 20 years. The covenants shall provide that the developer shall require any purchaser of an affordable unit or project to execute a resale restriction agreement in form and substance satisfactory to the City's Housing Director, which resale restriction agreement shall provide for continuing affordability in the sale or rental of units for at least 20 years. The covenants shall run with the land. If the original developer or a subsequent owner complies with the covenants and/or resale restriction agreement by conveying the project or unit only to an eligible low or very low income transferee at an affordable cost as provided in this ordinance, the developer or such owner shall not be responsible for any violation of such covenants or resale restriction agreement by future transferees.

Part 7. Such affordable units shall be designed and constructed so as to be architecturally consistent with and qualitatively similar to other (unrestricted) units in the project. Generally, affordable units shall be dispersed throughout the project. As part of the developer's application for any land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer shall submit to the City planning staff such documents and plans as planning staff determines are necessary and appropriate for the City to determine that the requirements of this ordinance have been met and that the design and placement of the affordable units will not affect the quality of the project or the affordable units, and will not result in discrimination on any legally prohibited basis. The City Council, Planning Commission, or other decision making person or body with final approval over the project shall make such determination. The determination of such decision making body shall be made exercising its sole, good faith, discretion.

Part 8. As part of the developer's application for land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer of a project that is subject to this ordinance may request in writing that instead of providing such affordable housing within the proposed project, the developer shall provide such affordable housing on specified off-site land. The request shall be presented to the City Council, which shall determine in its sole discretion whether the land is suitable for affordable housing. If the City Council determines that the land is suitable, the developer shall enter into an agreement with the City to provide affordable housing on such land. The agreement shall provide for affordable units in a number not less than the number of on-site units required by this ordinance for the

project. The agreement shall contain conditions and provisions requiring the construction of such affordable units prior to or concurrent with construction of the project, unless the City Council determines in its sole discretion that such a condition is not necessary to ensure that the affordable units are constructed. The agreement may contain such other terms and conditions as the City Council determines are necessary or appropriate.

Part 9. The developer shall establish and at all times maintain a written list of Oxnard residents qualified to purchase or rent each of the affordable units. The developer shall offer the affordable units to qualified Oxnard resident buyers or renters on the waiting list first and give preference to them until there are no qualified Oxnard residents on the waiting list. At such time, the developer may make units available to all other prospective buyers or renters meeting the income limitations for such units.

10. A developer may, following the procedure set forth in this Part 10, make a written request that instead of providing such affordable housing units within the proposed project or off site, the developer make an in-lieu Affordable Housing Payment ("Payment") to the City's Affordable Housing In-Lieu Fee Fund.

(a) All projects for which the developer makes a request to make a Payment shall be subject to the City's pre-application process. During the pre-application process, the City Council shall determine whether a Payment may be made.

The City Council shall consider the following factors in determining whether to grant a request:

a. the size, type and nature of the lots and homes and/or apartment buildings and units proposed for the development;

b. the prices for which the developer plans to sell the market rate homes or rent market rate apartment units;

c. the extent to which the proposed development may be designed or redesigned to allow the production of quality units at lower costs; and

d. the extent to which City is meeting the affordable housing goals of its 2030 General Plan.

(b) If the request is granted, the Payment shall be calculated using the City's adopted affordable housing in-lieu fee schedule. The fee for each unit shall be paid when the developer pulls a building permit for each unit.

(c) Beginning on July 1, 2021, and every July 1st thereafter, the Housing Director shall adjust the Fee by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Part 11. If a developer's request to make a Payment is granted, the fee for each unit shall be paid when the developer pulls a building permit for each unit. Within 60 days after a developer's request to make a Payment is granted, the developer may request in writing that the City allow the developer to satisfy all or part of the Payment by dedicating specified off-site land to the City. With such request, the developer shall submit a written M.A.I. appraisal of the land. The City may require that the developer pay for an additional M.A.I. appraisal obtained by the City. The City Council shall determine the market value of the land, based on the appraisals provided or paid for by the developer and any other reliable data. The City Council shall also determine whether the land is suitable for affordable housing and meets the City's needs for sites for affordable housing. If the City Council so determines and the Mayor executes a certificate of acceptance for the land, the City shall apply the market value of the land to the Payment owed. If the market value of the land is less than the Payment, the developer shall pay the difference. If the market value of the land is more than the Payment, dedication of the land shall be deemed the equivalent of making the Payment, and the developer shall not be entitled to any payment for the excess market value. The developer shall deed to the City land so accepted before the developer applies for the first building permit for the project.

Part 12. As provided by Ordinance No. 2594, a developer may appeal to the City Council a decision of the Planning Commission requiring compliance with this ordinance, on the ground that such application of this ordinance to the developer's project results in an unconstitutional taking of property or that there is no reasonable relationship between the impact of the project and suchrequirements.

Part 13. All in-lieu Affordable Housing Payments shall be deposited in the City's Affordable Housing Trust Fund and used exclusively to provide affordable housing and affordable housing assistance to persons and families of lower and very lowincome.

Part 14. This ordinance does not apply to the following new residential projects of ten or more dwelling units:

(a) Projects located in areas that are subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families asdoes this ordinance.

Part 15. In a project that receives a density bonus pursuant to Government Code Section 65915 or 65915.5, the calculation pursuant to Part 3 or Part 4 of this ordinance of the number of dwelling units to be offered for sale or rent shall be based on the number of units before the density bonus is applied. Affordable units provided pursuant to this ordinance shall not be included in the calculation of affordable units provided pursuant to density bonus statutes, ordinances or resolutions.

Part 16. This ordinance shall be uncodified.

Part 17. This ordinance shall apply to applications for land use approvals that are filed on or after the effective date of this ordinance and to applications for land use approvals that have been filed but have not been accepted as complete as of the effective date of this ordinance.

Part 18. This ordinance replaces Ordinance No. 2721 as to applications for land use approvals described in Part 17. However, Ordinance No. 2721 is not repealed. If all or any part of this ordinance be declared invalid by the courts, and Ordinance No. 2721 be not declared invalid, Ordinance No. 2721 shall apply to the subjects addressed by the portions of this ordinance declared invalid, or, if this ordinance is declared invalid in its entirety, shall supplant this ordinance.

Part 19. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. 2980 was first read on May 19th, 20 20, and finally adopted on June 2nd, 20 20 to become effective sixty days thereafter.

AYES: Councilmembers Basua, Flynn, Lopez, Madrigal, Perello and Ramirez.

NOES: Councilman MacDonald.

ABSENT: None.

ABSTAIN: None.

Tim Flynn 6/2/20

Tim Flynn, Mayor

ATTEST:

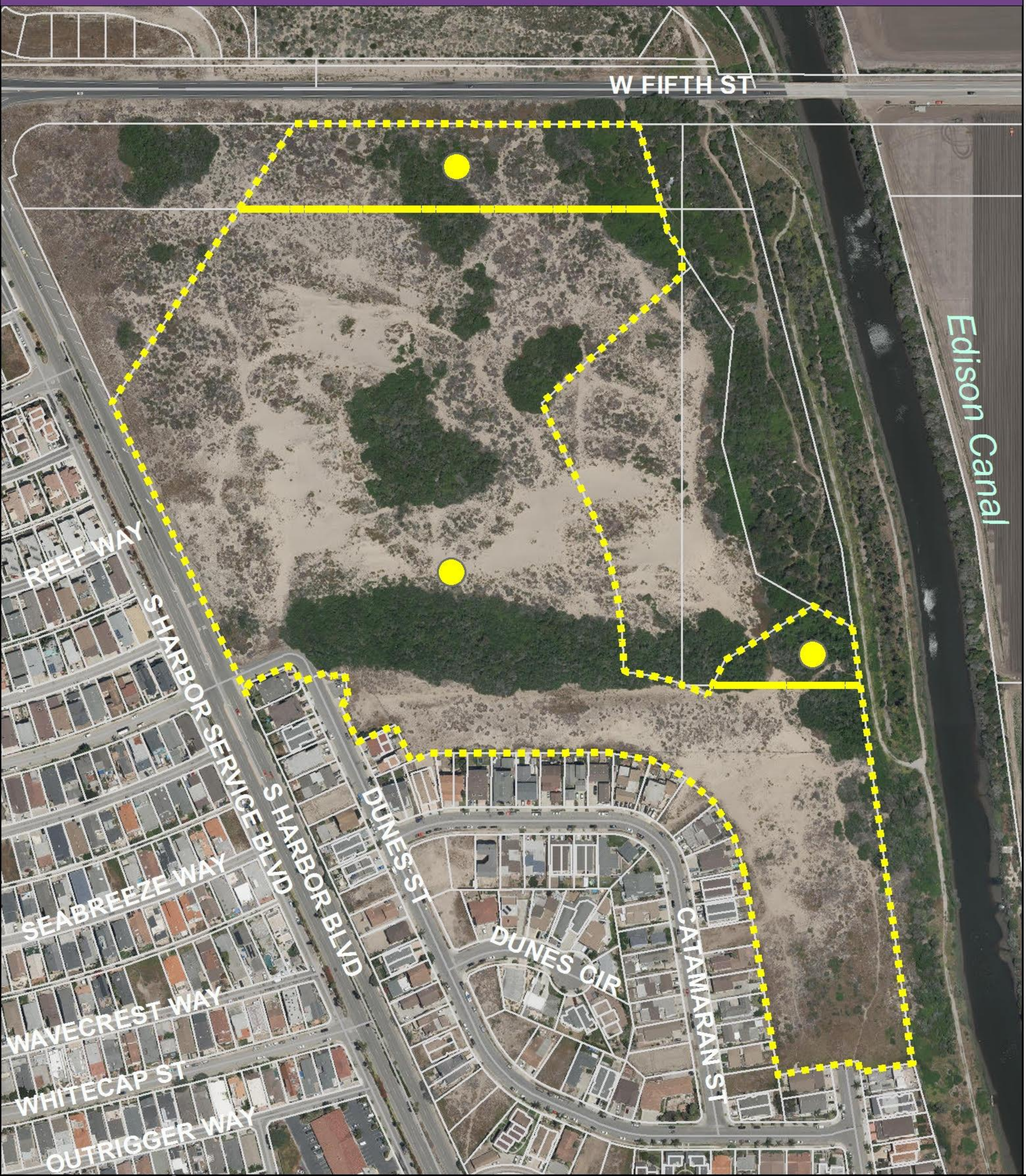
Michelle Ascencion

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

# Aerial Map




CITY OF OXNARD CALIFORNIA

Oxnard Planning

*May 26, 2021*

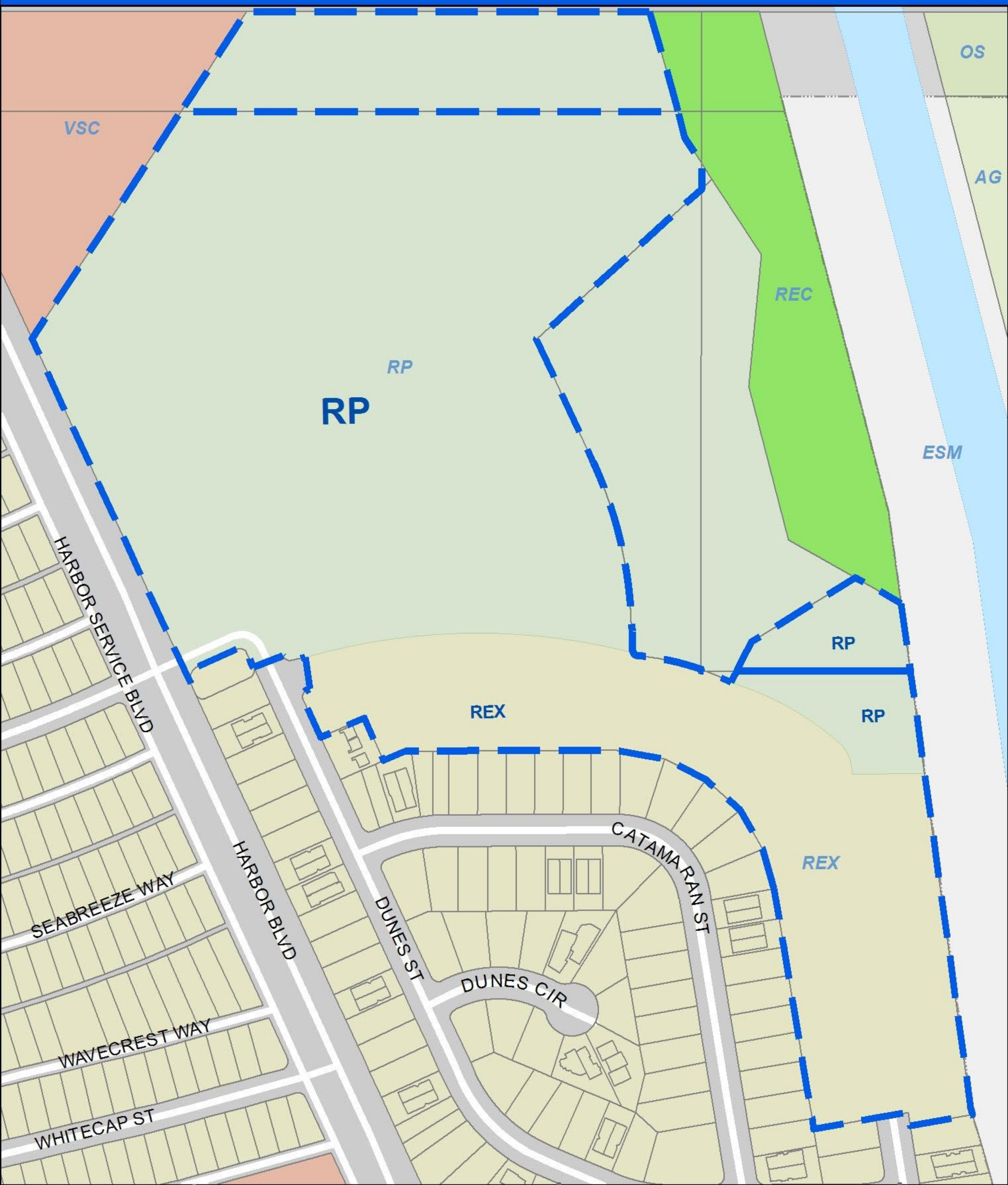
PZ 20-600-07
APN: 196001022, 196001023, 196001027
Avalon Subdivision

0 100 200 400 600 800 Feet

**Aerial Map**

N W E S

# 2030 General Plan Land Use Map




CITY OF OXNARD CALIFORNIA

Oxnard Planning

*May 26, 2021*

PZ 20-600-07
APN: 196001022, 196001023, 196001027
Avalon Subdivision

0 100 200 400 Feet

**2030 General Plan Land Use Map**

N W E S

1:3,000

# Vicinity Map

CITY OF OXNARD CALIFORNIA
Oxnard Planning
*May 26, 2021*

PZ 20-600-07
APN: 196001022, 196001023, 196001027
Avalon Subdivision

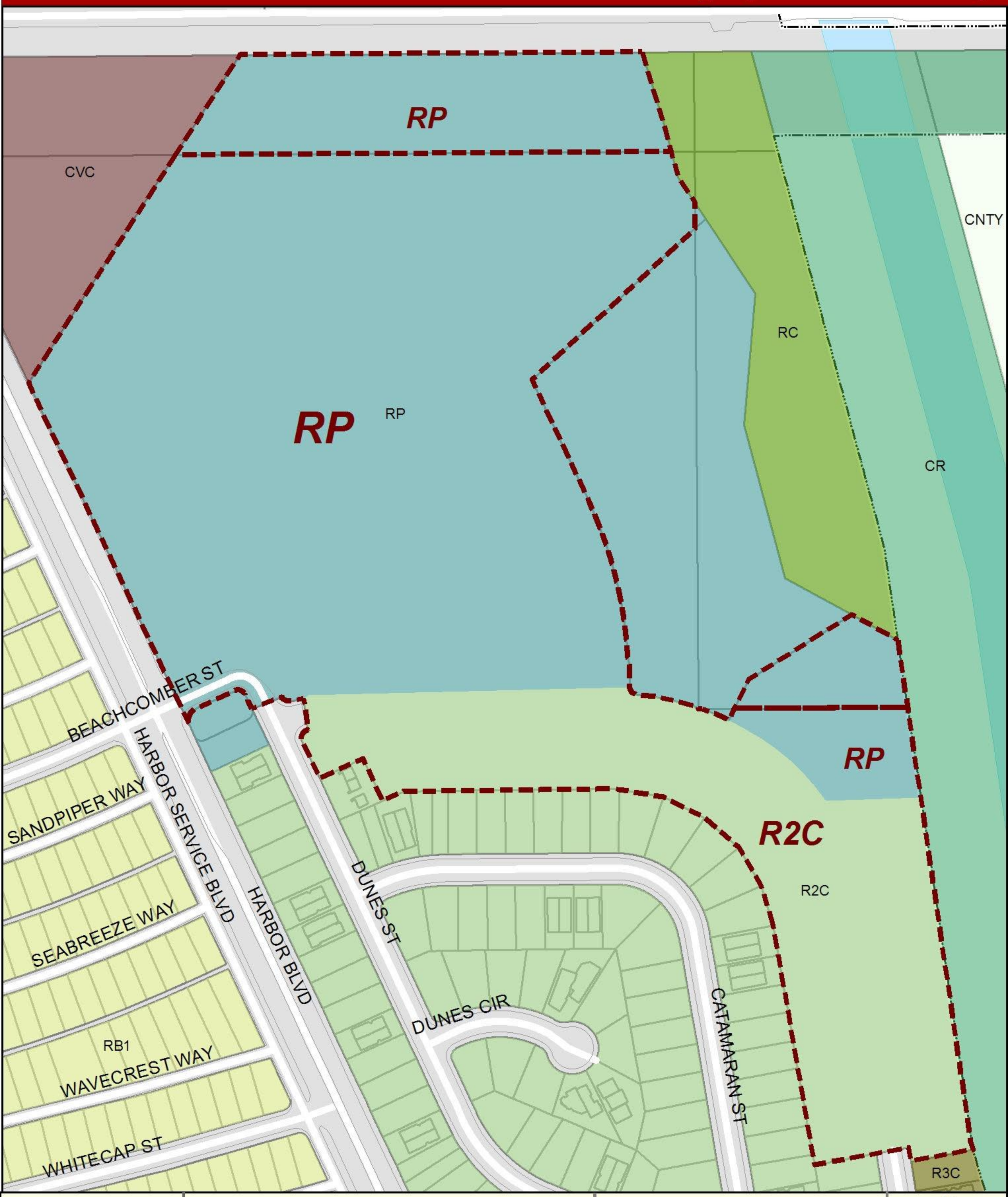
**Vicinity Map**

0 0.5 1 1.5 2 Miles

N

1:70,000

# Zoning/Specific Plan Map




CITY OF OXNARD CALIFORNIA

Oxnard Planning

*May 26, 2021*

PZ 20-600-07

APN: 196001022, 196001023, 196001027

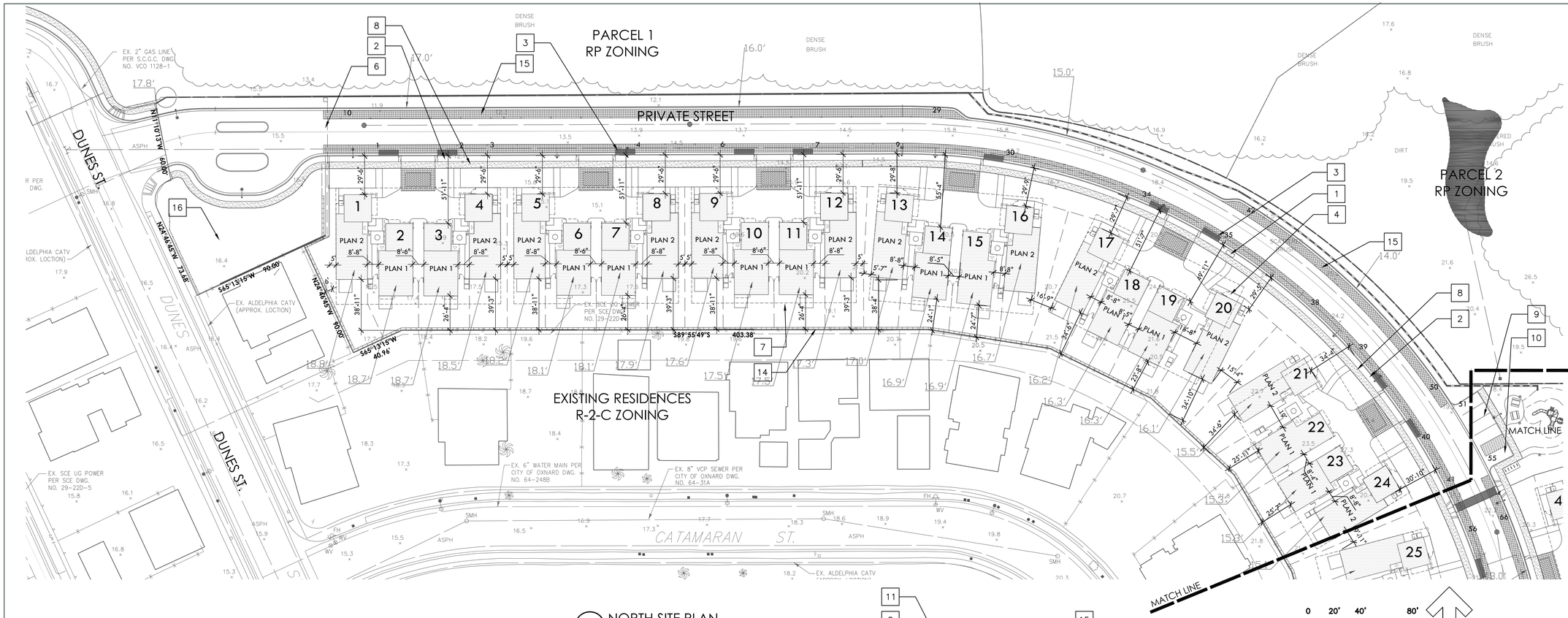
Avalon Subdivision

0 50 100 200 300 400 Feet

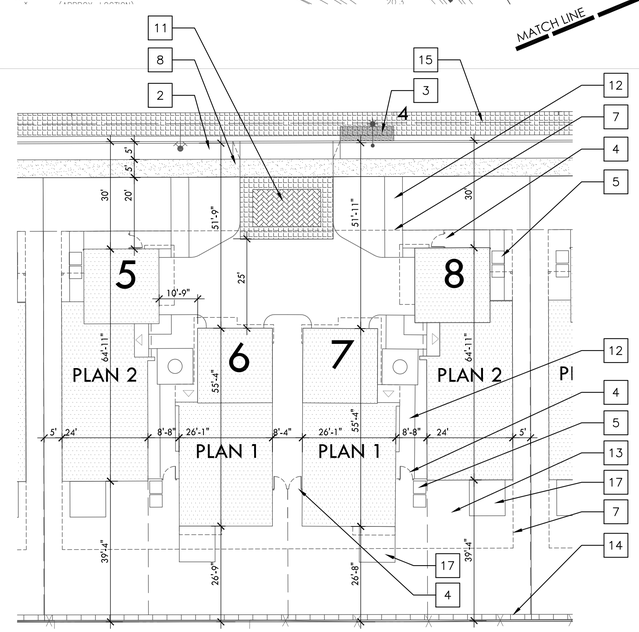
**Zoning/Specific Plan Map**

N W E S

1:3,000




1 NORTH SITE PLAN
1"= 40'-0"




1 Typical Plot Layout
1"= 20'-0"

## KEY NOTES

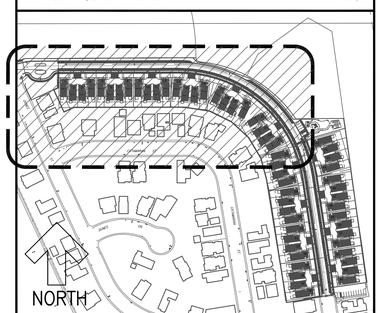
1. MAIL BOX KIOSK, UNIT TO BE APPROVED BY THE POST MASTER. PROVIDE WHITE PAINTED CURB IN FRONT OF BOXES FOR LOADING /UNLOADING
2. 5' LANDSCAPE PARKWAY
3. AREA FOR TRASH CONTAINERS
4. 6' HIGH WOOD FENCE ENCLOSURE WITH GATED ACCESS
5. TRASH CAN LOCATION WITHIN RESIDENCE AREA
6. WROUGHT IRON VEHICULAR / PEDESTRIAN GATE ENTRY
7. DASHED LINES INDICATES REQUIRED SETBACKS
8. 5' CONCRETE SIDEWALK
9. 3" THICK PAINTED PARKING STALL STRIPPING, PER CITY OF OXNARD STDS, TYP FOR EVERY STALL
10. ADA ACCESSIBLE PARKING STALLS
11. PRIVATE DRIVEWAY, CONCRETE PERMEABLE PAVERS, PER LANDSCAPE PLANS
12. 4' WIDE MIN. CONCRETE SIDEWALK TO UNIT - PER LANDSCAPE PLANS
13. OUTDOOR OPEN SPACE, TURF AND HARDSCAPE AREA PER LANDSCAPE PLANS
14. 6' HIGH, MASONRY FENCE
15. HATCHED AREA INDICATES 8' x 23' PARALLEL VISITOR PARKING SPACES, STRIPED PER CITY OF OXNARD STDS
16. BIOSWALE PER CIVIL PLANS
17. 10'X 10' CONC. PATIO SLAB

## SITE LEGEND

- BUILDING ACCESS LOCATIONS
- SIDEWALKS & WALK-WAY: CONCRETE SLAB, FINISH PER LANDSCAPE PLANS
- DECORATIVE PERMEABLE DRIVEWAY/PARKING: CONCRETE PAVERS, PER LANDSCAPE PLANS
- PERMEABLE PAVEMENT

## KEY SITE PLAN

NTS





COASTAL ARCHITECTS

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LICENSED ARCHITECT JEFFREY B. ZOOK No. C27561 Exp. 07/31/19 STATE OF CALIFORNIA

CLIENT: MIKE MARLOW

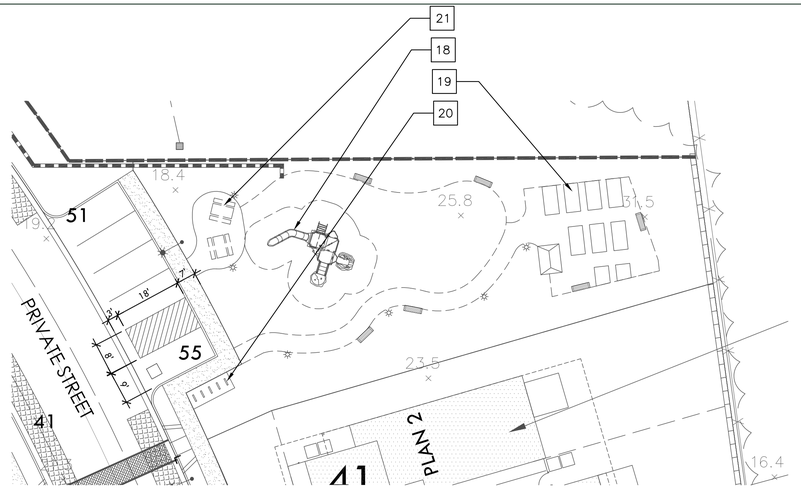
# AVALON DEVELOPMENT

RESIDENTIAL DEVELOPMENT
HARBOR BVLD / OXNARD SHORES CA

Sheet Title: NORTH SITE PLAN

Sheet No: A1.0

170106
JULY 13 2017




2 Partial Site- Play Area
1"= 20.00'

0 10' 20' 40'
SCALE: 1" = 20.00'
NORTH

SITE PERSPECTIVE

SITE PERSPECTIVE

1 SOUTH SITE PLAN
1"= 40'-0"

0 20' 40' 80'
SCALE: 1" = 40.00'
NORTH

## KEY NOTES

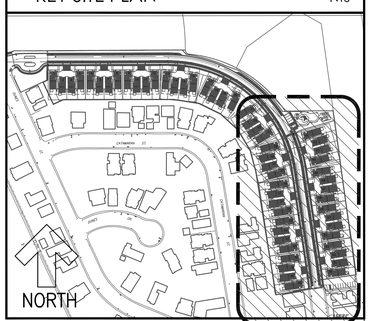
1. MAIL BOX KIOSK, UNIT TO BE APPROVED BY THE POST MASTER. PROVIDE WHITE PAINTED CURB IN FRONT OF BOXES FOR LOADING /UNLOADING
2. 5' LANDSCAPE PARKWAY
3. AREA FOR TRASH CONTAINERS
4. 6' HIGH WOOD FENCE ENCLOSURE WITH GATED ACCESS
5. TRASH CAN LOCATION WITHIN RESIDENCE AREA
6. WROUGHT IRON VEHICULAR / PEDESTRIAN GATE ENTRY
7. DASHED LINES INDICATES REQUIRED SETBACKS
8. 5' CONCRETE SIDEWALK
9. 3" THICK PAINTED PARKING STALL STRIPPING, PER CITY OF OXNARD STDS. TYP FOR EVERY STALL
10. ADA ACCESSIBLE PARKING STALLS
11. PRIVATE DRIVEWAY, CONCRETE PERMEABLE PAVERS, PER LANDSCAPE PLANS
12. 4' WIDE MIN. CONCRETE SIDEWALK TO UNIT - PER LANDSCAPE PLANS
13. OUTDOOR OPEN SPACE, TURF AND HARDSCAPE AREA PER LANDSCAPE PLANS
14. 6' HIGH, MASONRY FENCE
15. HATCHED AREA INDICATES 8' x 23' PARALLEL VISITOR PARKING SPACES, STRIPED PER CITY OF OXNARD STDS
16. BIOSWALE PER CIVIL PLANS
17. 10'X 10' CONC. PATIO SLAB
18. PLAY EQUIPMENT WITHIN SOFT SURFACE AREA.
19. NEIGHBORHOOD GARDEN PLOTS
20. BICYCLE RACKS
21. CONC. PICNIC TABLES

## SITE LEGEND

- BUILDING ACCESS LOCATIONS
- SIDEWALKS & WALK-WAY: CONCRETE SLAB. FINISH PER LANDSCAPE PLANS
- DECORATIVE PERMEABLE DRIVEWAY/PARKING: CONCRETE PAVERS. PER LANDSCAPE PLANS
- PERMEABLE PAVEMENT

## KEY SITE PLAN

NTS





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LICENSED ARCHITECT JEFFREY B. ZOOK No. C27561 Exp.07/31/19 STATE OF CALIFORNIA

CLIENT: MIKE MARLOW

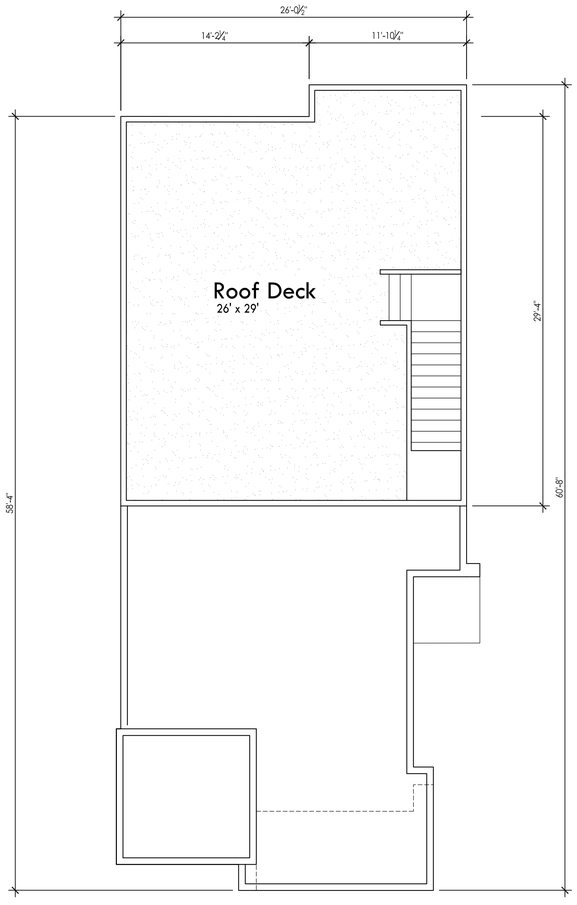
# AVALON DEVELOPMENT

RESIDENTIAL DEVELOPMENT
HARBOR BVLD / OXNARD SHORES CA

Sheet Title: SOUTH SITE PLAN

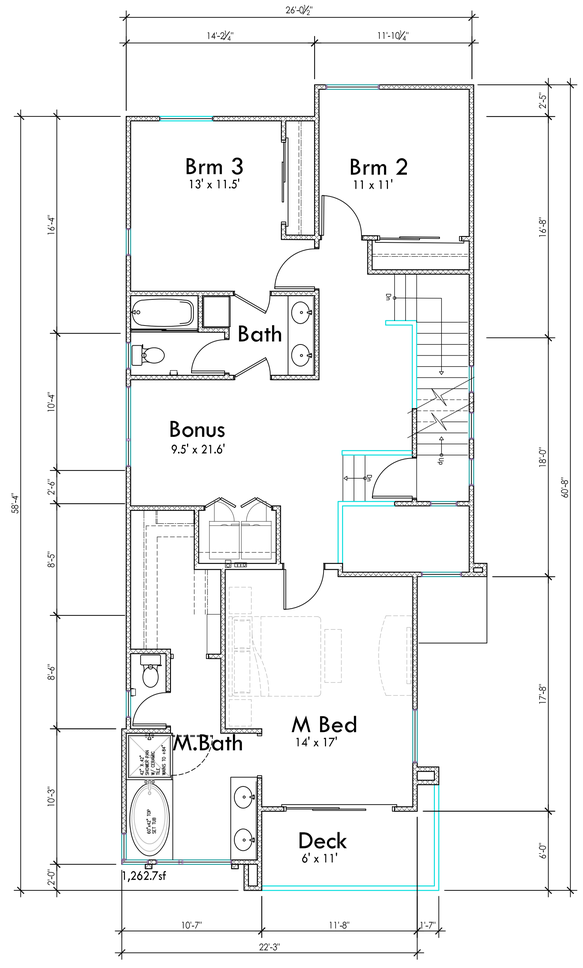
Sheet No: A1.1

170106
JULY 13 2017



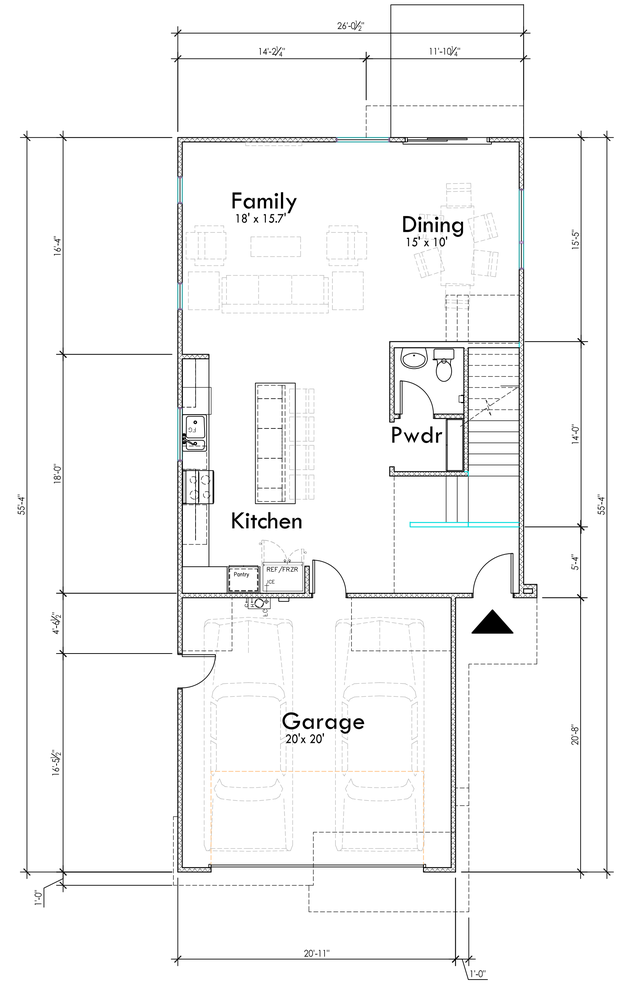

## Plan 1 - Roof Plan

3/6"=1'-0"




## Plan 1 - Second Floor Plan

3/6"=1'-0"




## Plan 1 - First Floor Plan

3/6"=1'-0"

PLAN 1 - BUILDING ANALYSIS

| | |
|---|---|
| Unit Type | Single Family w/Attached Garage |
| Occupancy Group | R-3/U |
| 1st Floor | 897.9 sf |
| 2nd Floor | 1,235.3 sf |
| Total Livable Area | 2,133.2 sf |
| Garage - 2 Car | 439.0 sf |
| Deck Area | 82.5 sf |
| Roof Deck Area | 713.2 sf |
| Storage Area - Shelving 4' Above F.F. in Garage | 225.0 sf |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LICENSED ARCHITECT JEFFREY B. ZOOK No. C27561 Ren.07/31/19 STATE OF CALIFORNIA

CLIENT: MIKE MARLOW

# AVALON DEVELOPMENT

RESIDENTIAL DEVELOPMENT

HARBOR BVLD / OXNARD SHORES CA

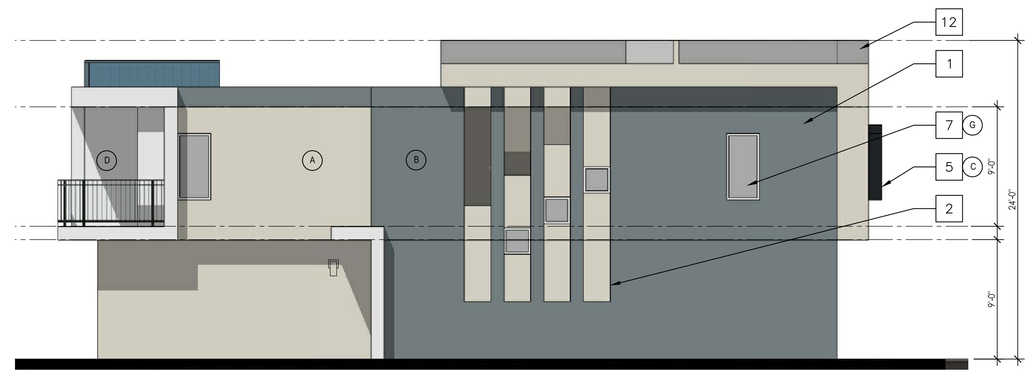
Sheet Title: FLOOR PLAN PLAN - 1

Sheet No: A3.0

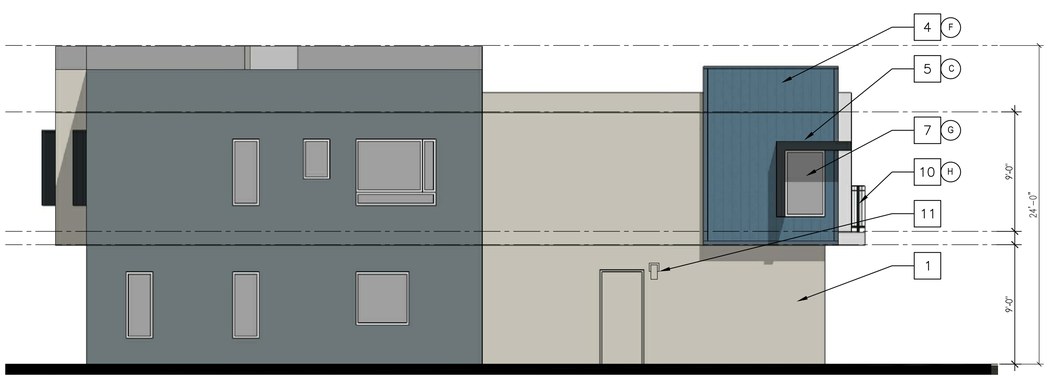
170106

JULY 13 2017

1 FRONT ELEVATION
3/16" = 1'-0"




2 REAR ELEVATION
3/16" = 1'-0"




3 LEFT ELEVATION
3/16" = 1'-0"

4 RIGHT ELEVATION
3/16" = 1'-0"

## KEYNOTES

1. 7/8" THK. EXTERIOR STUCCO
2. 1" STUCCO REGLET
3. EXTENDED STUCCO EYEBROW
4. VERTICAL FIBER CEMENT SIDING
5. 8" STUCCO WRAP EYEBROW
6. SECTION GARAGE DOOR WITH UPPER PANEL VISUAL PANELS
7. DOUBLED GLAZED VINYL WINDOW SYSTEM
8. 4" ADDRESS IN ILUMMINATED BOX
9. 42" HIGH STUCCO DECK RAILING
10. 42" HIGH WROUGHT IRON RAILING
11. EXTERIOR LIGHT FIXTURE LOCATION
12. 18" HI. x 1/ 2" THK TEMP. GLASS RAILING

## MATERIALS/ COLORS FOR BLUE

- (A) STUCCO - PAINTED, SW7029 AGREEABLE GRAY
- (B) STUCCO - PAINTED, SW6235 FOGGY DAY
- (C) STUCCO - PAINTED, SW6993 BLACK OF NIGHT
- (D) STUCCO - PAINTED, SW7626 ZURICH WHITE
- (E) GLAZED RAILING SYSTEM: 1/ 2" THK , CLEAR, WITH ALUMINUM, WHITE ANODIZED FINISH
- (F) SIDING: VERICAL / HORIZ. SIDING PRE-FINISHED CONCRETE FIBER BD. HARDIE PLANK - CEDARMILL, EVENING BLUE
- (G) GLAZING SYSTEM: LOW-E DBL GLAZED, CLEAR, WITH VINYL WHITE FINISH
- (H) WROUGHT IRON RAILING - BLACK

ROOFING:
VERSIWELD SINGLE PLY 80 MIL MEMBRANE ROOF, WHITE.
*COMPLIES WITH ENERGY STAR REQUIEMENTS.

ROOF DECKING: TILE TECH PAVERS SYSTEM IPE DECL TILES O/ WATERPROOF ROOF SURFACE


COASTAL ARCHITECTS

LICENSED ARCHITECT JEFFREY B. ZOOK No. C27561 Ren.07/31/19 STATE OF CALIFORNIA

505 S. A STREET, SUITE 200 OXNARD CA 93030 www.CoastalArch.com TEL: 805.985.7654 FAX: 805.201.3023 ARCHITECT: JEFF ZOOK EMAIL: jeff@coastalarch.com PRINCIPAL PLANNER: MIKE SANCHEZ EMAIL: mike@coastalarch.com


CLIENT: MIKE MARLOW

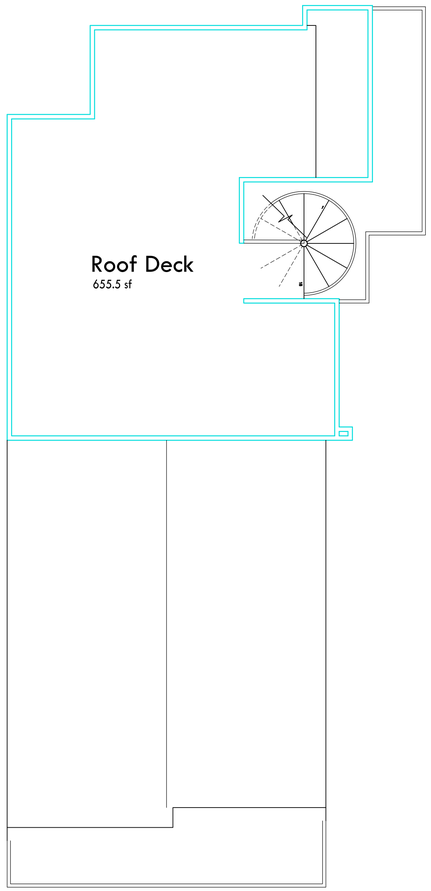
# AVALON DEVELOPMENT

RESIDENTIAL DEVELOPMENT
HARBOR BVLD / OXNARD SHORES CA

Sheet Title: ELEVATIONS PLAN - 1

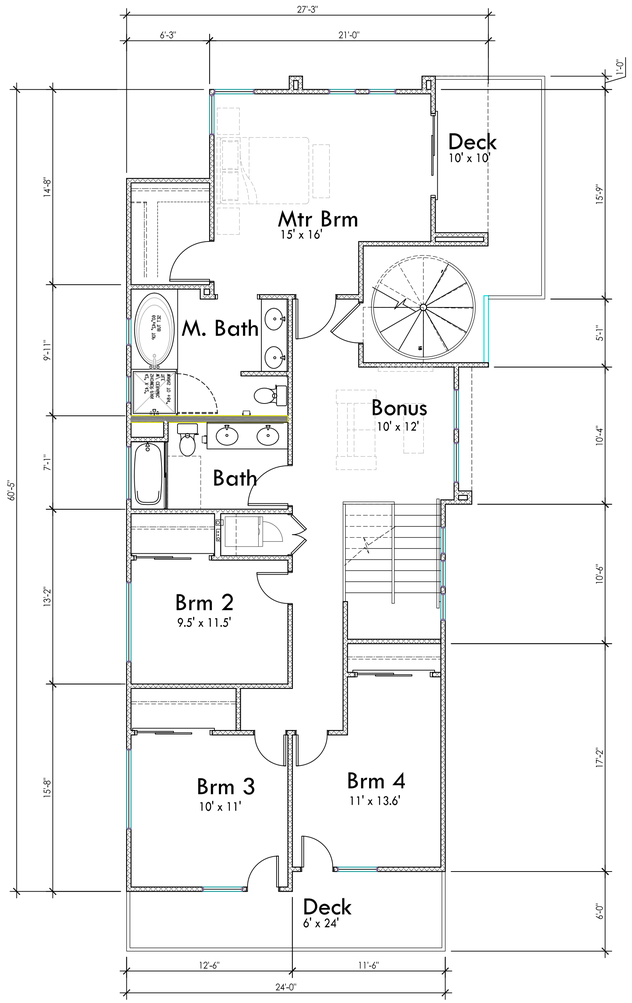
Sheet No: A3.1

170106
JULY 13 2017



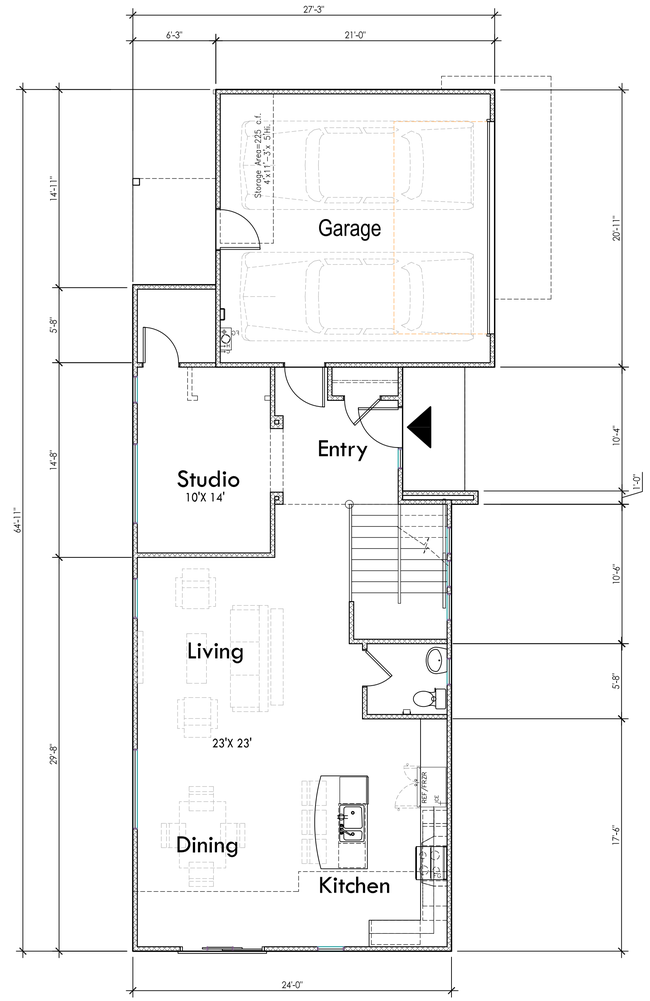

## Plan 2 - Roof Plan

3/6"=1'-0" 655 sf




## Plan 2 - Second Floor Plan

3/6"=1'-0" 1,338 sf




## Plan 2 - First Floor Plan

3/6"=1'-0" 1,056 sf

PLAN D - BUILDING ANALYSIS

| | |
|---|---|
| Unit Type | Single Family w/Attached Garage |
| Occupancy Group | R-3/U |
| 1st Floor | 1,057.9 sf |
| 2nd Floor | 1,260.5 sf |
| Total Area | 2,318.4 sf |
| Garage | 439.2 sf |
| Deck Area | 330.6 sf |
| Roof Deck Area | 655.5 sf |
| Storage Area - Shelving 4' Above F.F. in Garage | 225.0 sf |

COASTAL ARCHITECTS
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LICENSED ARCHITECT JEFFREY B. ZOOK No. C27561 Ren.07/31/18 STATE OF CALIFORNIA

CLIENT: MIKE MARLOW

# AVALON DEVELOPMENT

RESIDENTIAL DEVELOPMENT
HARBOR BVLD / OXNARD SHORES CA

Sheet Title:
FLOOR PLANS
PLAN - 2

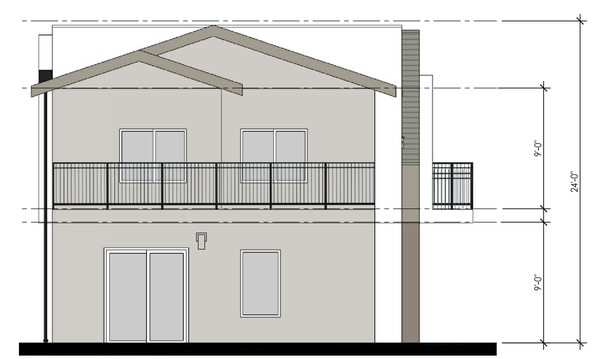
Sheet No:
A4.0

170106
JULY 13 2017

1 FRONT ELEVATION
3/16" = 1'-0"

2 REAR ELEVATION
3/16" = 1'-0"

3 LEFT ELEVATION
3/16" = 1'-0"




4 RIGHT ELEVATION
3/16" = 1'-0"

## KEYNOTES

1. 7/8" THK. EXTERIOR STUCCO
2. 1" STUCCO REGLET
3. EXTENDED STUCCO EYEBROW
4. VERTICAL FIBER CEMENT SIDING
5. 8" STUCCO WRAP EYEBROW
6. SECTION GARAGE DOOR WITH UPPER PANEL VISUAL PANELS
7. DOUBLED GLAZED VINYL WINDOW SYSTEM
8. 4" ADDRESS IN ILUMMINATED BOX
9. 42" HIGH STUCCO DECK RAILING
10. 42" HIGH WROUGHT IRON RAILING
11. EXTERIOR LIGHT FIXTURE LOCATION
12. AC SHINGLE ROOFING
13. 2X WOOD FACIA BOARD

## MATERIALS/ COLORS FOR RED

- (A) STUCCO - PAINTED, SW0023 PEWTER TANKARD
- (B) STUCCO - PAINTED, SW6001 GREYISH
- (C) STUCCO - PAINTED, SW7636 ORIGINAL WHITE
- (D) WOOD FASCIA BD - PAINTED, SW0023 PEWTER TANKARD
- (E) ASPHALT SHINGLE ROOFING: GAF - GLENWOOD, ABOBE CLAY
- (F) SIDING: HORIZ. SIDING PRE-FINISHED CONCRETE FIBER BD. HARDIE PLANK - CEDARMILL, COUNTRYLANE RED
- (G) GLAZING SYSTEM: LOW-E DBL GLAZED, CLEAR, WITH VINYL WHITE FINISH
- (H) WROUGHT IRON RAILING - BLACK
- (I) SIDING: VERTICAL SIDING PRE-FINISHED CONCRETE FIBER BD. HARDIE PLANK - CEDARMILL, AGED PEWTER

ROOFING:
VERSIWELD SINGLE PLY 80 MIL MEMBRANE ROOF, WHITE.
*COMPLIES WITH ENERGY STAR REQUIEMENTS.

ROOF DECKING: TILE TECH PAVERS SYSTEM IPE DECL
TILES O/ WATERPROOF ROOF SURFACE


COASTAL ARCHITECTS

LICENSED ARCHITECT JEFFREY B. ZOOK No. C27561 Exp. 07/31/18 STATE OF CALIFORNIA

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CLIENT: MIKE MARLOW

# AVALON DEVELOPMENT

RESIDENTIAL DEVELOPMENT
HARBOR BVLD / OXNARD SHORES CA

Sheet Title: ELEVATIONS PLAN 2

Sheet No: A4.1

170106
JULY 13 2017

JENSEN
DESIGN & SURVEY, INC.

*Delivering Excellence through Experience*

1672 Donlon Street
Ventura, CA 93003
Phone: (805) 654-6977
www.jdscivil.com

November 6, 2020

Mr. Scott Kolwitz
Planning & Environmental Services Director
City of Oxnard

**SUBJECT: AVALON DEVELOPMENT REQUEST FOR IN-LIEU AFFORDABLE HOUSING FEES**
Planning & Zoning Permit No. 16-400-02, 16-300-02 | APNs: 196-001-022; -023; -027

Dear Mr. Kolwitz,

The Oxnard Shores Company is currently processing a residential development proposal (Planning & Zoning Permit No. 16-400-02, 16-300-02) in the Oxnard Dunes area called 'Avalon'. The proposed project contains 56 dwelling units and associated amenities and infrastructure on approximately 8.7 acres of land. The approximately 29.5 acres of remaining land will be conserved as open space and resource protection area.

Pursuant to various City programs and policies, Oxnard Shores Company wishes to pursue payment of in-lieu affordable housing fees. This letter summarizes our primary reasons to seek City Council consideration of our in-lieu request. The reasons for seeking in-lieu fees include:

1) We strongly believe the City would be able to provide more units of affordable housing with the payment of the in-lieu fees than the provision of affordable housing on site. City of Oxnard policies require the provision of six (6) affordable units on site. We believe that the cumulative in-lieu fees can be leveraged for the production of a greater number of units at an offsite location. Furthermore, we believe that the fees can be utilized on priority projects identified by the City's Housing Department, furthering the reach and impact of these fees.

2) To date, no other residential development in the Oxnard Coastal Zone has been required to provide affordable housing, including other Oxnard Shores Company projects in the project vicinity. The most recent example of this is the 'Anacapa' project, which was approved by City Council in September 2017.

3) The General Plan and Zoning designations of the site and of the greater Oxnard Dunes community, in conjunction with the land values of the community, make the provision of affordable units economically infeasible.

We understand that City of Oxnard Resolution No. 15,330, passed on May 19, 2020 increased the affordable housing fees established in 'Exhibit B' of the aforementioned Resolution. Oxnard Shores Company has reviewed these new 'per unit' fees and agrees that they are fair and equitable.

Thank you for your favorable consideration. We look forward to developing a special community for Oxnard.

K:\OSC13650\Oxnard Shores North - Avalon Homes\City of Oxnard Submittals\2020-11 Pre App In Lieu Fees\2020-11-06 In Lieu Request Letter_REVISED.docx

Very Truly Yours,
**JENSEN DESIGN & SURVEY, INC.**

***For*** **Mike Marlow**
**Oxnard Shores Company**

# Avalon Homes Project
# Affordable Housing In-Lieu Fee Request: Planning and Zoning (PZ) Permit No. 20-600-07 (Pre-Application)

Isidro Figueroa, Principal Planner
Vyto Adomaitis, Community Development Director
Community Development Department

July 20, 2021
City Council Meeting

CITY OF OXNARD CALIFORNIA

## Affordable In-Lieu Background



- Based on the previously established low fees, Council was not typically supporting developers' request to pay the Affordable Housing In-Lieu Fees instead of constructing the affordable units onsite
- On May 19, 2020, Council adopted Resolution No. 15,330, which adopted the Affordable Housing In-Lieu Fee Nexus Study (Study)
- On June 2, 2020, Council adopted Ordinance No.2980, which updated affordable housing requirements for new developments and Affordable Housing In-Lieu Fee payments

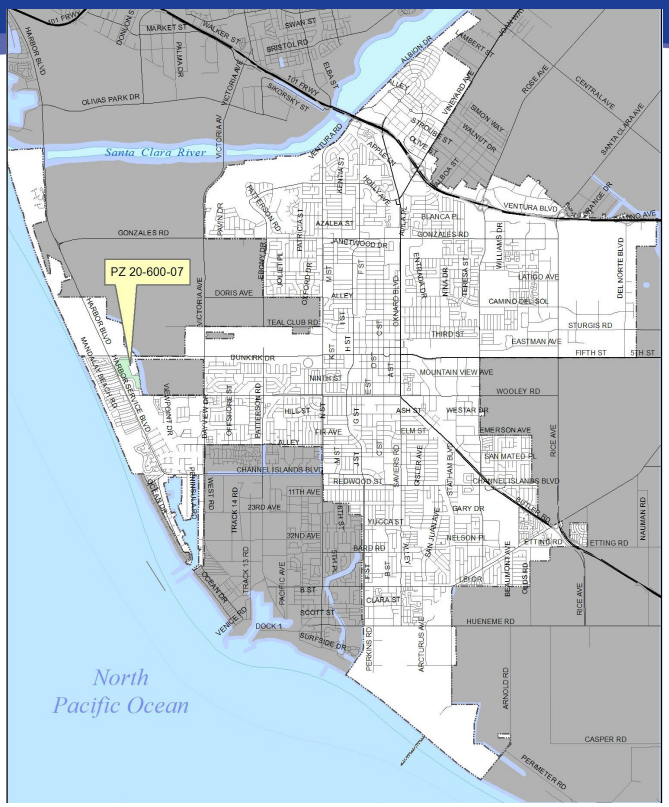
## Pre-Application

- The subject Pre-Application process allows Council an opportunity to make individual comments concerning the affordable housing in-lieu fee payment request pursuant to Ordinance No. 2980.
- Pre-Application request by Oxnard Dunes, LLC to pay the City's Affordable Housing In-Lieu Fee ($2,016,000) instead of constructing the six (6) affordable housing units onsite for a proposed residential subdivision project consistent with Ordinance No. 2980.
- Project has been modified from the original proposal to construct up to a maximum of 65 units to the current proposal of 56 units.



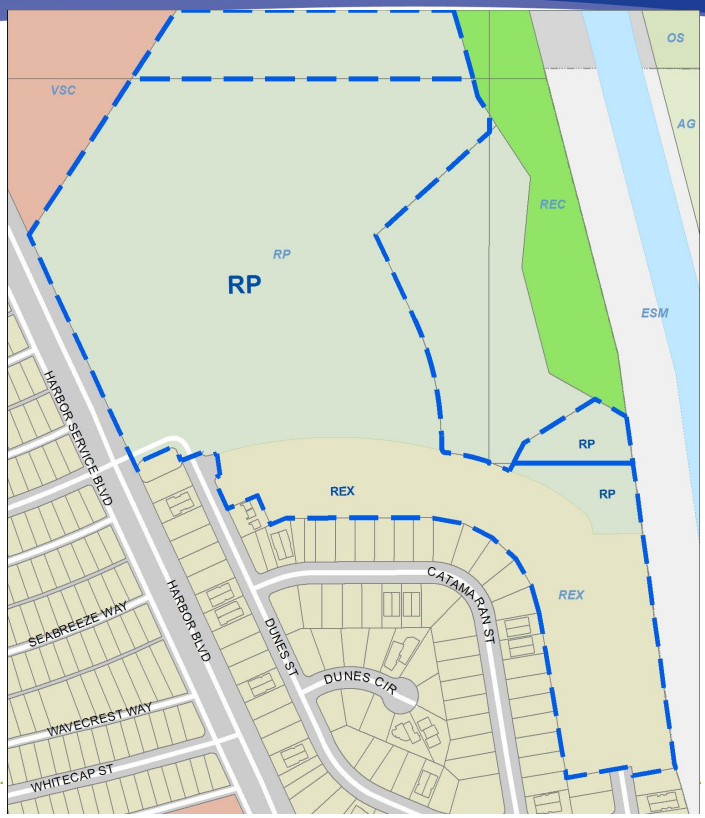
## Location Map

- Southeast corner of South Harbor Boulevard and West Fifth Street
- Oxnard Dunes Neighborhood



# Existing Site & General Plan / Coastal Land Use Plan

- **Site:** 38.33 acres dunes/open space zoned Coastal Resource Protection (RP) with 8.75 acres zoned Coastal Low Density Multiple Family (R-2-C)
- Resource Protection (RP) & Residential Existing (REX)
- **North:** Approved Northshore Residential Community site
- **South:** Oxnard Dunes Neighborhood
- **East:** Open space/ Edison Canal
- **West:** Oxnard Shores Neighborhood





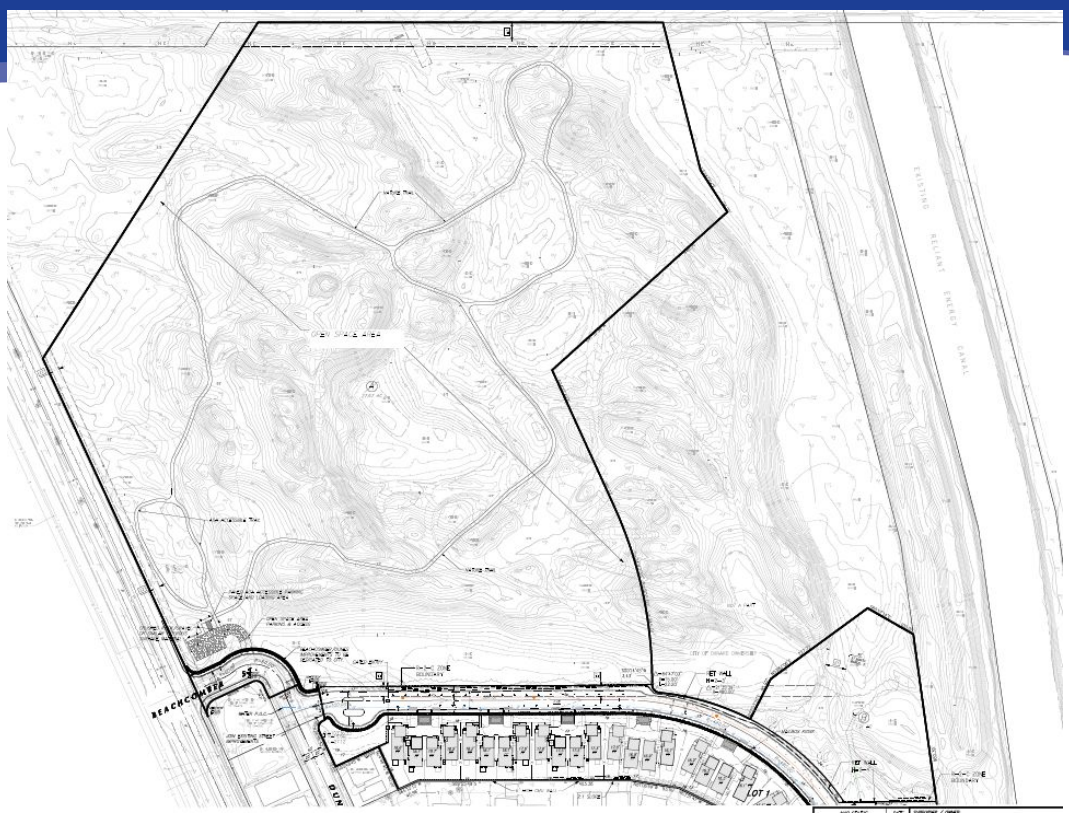

# Associated Entitlements

- Coastal Development Permit (CDP)
  - 56 unit subdivision
  - Restoration plan
- Tentative Tract Map (TTM)
  - Subdivision
  - Infrastructure improvements
  - Easements
- Environmental Impact Review (EIR)
  - An Initial Study was prepared
  - An EIR is required based on the potential environmental impacts the proposed project might have on the environment
  - Project revised from a maximum of 65 units to 56 units

# 29.58 Acres



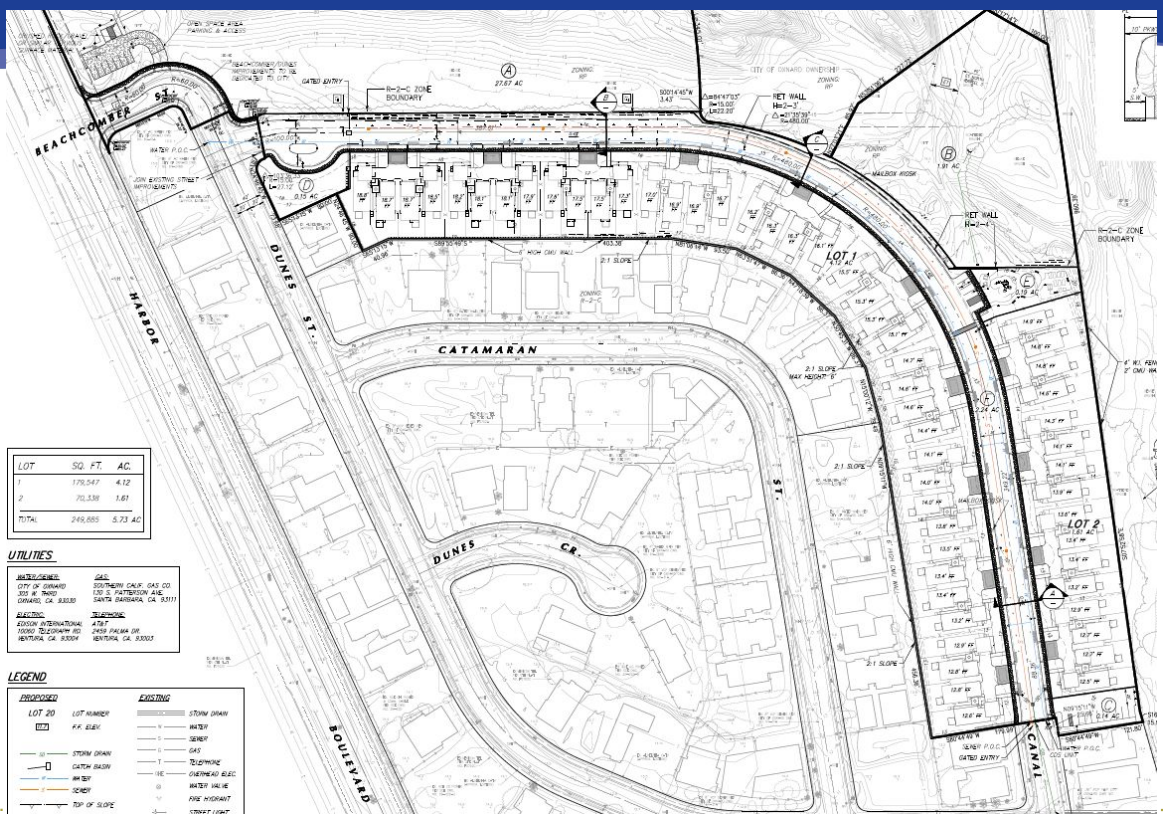
- Restoration Plan
  - ADA accessible trail
  - Parking
  - Controlled Public access
  - Enlargement of willow thickets




# Subdivision



- 56 residential units
- Gated community
- Park
- Road
- Guest parking



## Affordable In-Lieu Requirement



- City Council Ordinance No. 2980 requires
  - Not less than 10% of the total number of dwelling units offered for sale shall be sold at an affordable housing cost to persons and families of lower income
  - 6 affordable units required to constructed onsite
- Section 10(a) of Ordinance 2980, a developer may make a written request to make an in-lieu Affordable Housing Payment to the City's Affordable Housing In-Lieu Fee Fund instead of providing units on or off site.

## Updated Affordable In-Lieu Payment



- Previous Affordable Housing In-Lieu Fee payment was $5,000 per unit
- Updated Affordable Housing In-Lieu Fee payment is phased in a three year period as follows:

| Affordable Housing In-Lieu/ Per Unit | | | |
|---|---|---|---|
| Unit Type | Year 1 (July 1, 2020) | Year 2 (July 1, 2021) | Year 3 (July 1, 2022) |
| Single-Family | $21,500 | $28,750 | $36,000 |
| Multi-Family For Sale | $20,250 | $27,625 | $35,000 |
| Multi-Family For rent | $17,868 | $22,934 | $28,000 |

- Assuming building permits were to be issued after July 1, 2022:
  - Affordable Housing In-Lieu Fee would equal $2,016,000 [(56 Single-Family units) x ($36,000)].

## Applicant's Justification- Reason 1



1. "...City would be able to provide more units of affordable housing with the payment of the in-lieu fees than the provision of affordable housing on site. Furthermore, we believe that the fees can be utilized on priority projects identified by the City's Housing Department, furthering the reach and impact of these fees."
   - City has worked with non-profits and developers to leverage funding to facilitate affordable housing- citywide
   - Central Terrace Apartments project is an example of a project that used in-lieu fees collected by the City from developers to close the financial gap to secure funding for construction of 86 affordable units by Many Mansions
   - City's Affordable Housing In-Lieu Loan Agreement for a gap-financing loan of $1,250,000 is pending Many Mansions securing funding to start construction

## Applicant's Justification Reasons 2 and 3



2. No other coastal project has been required to provide affordable housing units on site (Most recent example: Anacapa project approved November 2017)
3. Providing affordable units onsite makes project economically infeasible
   - Reasons 2 and 3 interrelated
   - Anacapa project approved by City Council on two occasions
     i. September 2011: 70 units for ownership and allowed to pay Affordable Housing In-Lieu Payment Fee
     ii. November 2017: 50 units for ownership and allowed to pay Affordable Housing In-Lieu Payment Fee

## Applicant's Justification Reasons 2 and 3 (continued)



- November 2017, City Council meeting:
  - Recognized potential economic hardship presented to the developer if required to provide affordable housing units onsite
  - Concerned with the Affordable Housing In-Lieu Fee payment being considerably lower than fees adopted by other cities and the disadvantage it placed on the City
  - Approved Affordable Housing In-Lieu Fee payment
  - Directed staff to update Affordable Housing In-Lieu Fee payment fees

## Environmental Review



- Pursuant to Section 15378(b)(4) of the CEQA Guidelines, the Pre-Application process concerning the Affordable Housing In-Lieu Fee payment request is not a "project" under CEQA as the lead agency has determined with certainty that the a government funding discussion does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

## Financial Impact



- No financial impacts associated with the Pre-Application.
- Affordable Housing In-Lieu Fee based on the fees currently in place would equal $2,016,000, funds would be available to the City to utilize and leverage to create additional Affordable Housing units.

## Recommendation



That the City Council receive a summary report and provide comments on a Pre-Application request by Oxnard Dunes, LLC to pay the City's Affordable Housing In-Lieu Fee estimated at $2,016,000 instead of constructing six (6) affordable housing units onsite for a proposed residential subdivision project consisting of a maximum of 56 residential dwelling units on 8.75 acres of a 38.33 acre property consistent with Ordinance No. 2980.

CITY OF OXNARD CALIFORNIA

# End of Presentation

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.2**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

**SUBJECT:** Master License Agreement For Wireless Installation on Municipal Facilities. (0/10/10)

**RECOMMENDATION**

That the City Council Approve a resolution for the MLA, inclusive of the Site Permit Process and Design Standards, for Wireless Installation on Municipal Facilities.

(Public Works and Transportation Committee provided input and recommended Council Consideration of the subject matter with a 3-0 vote).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/WMxKfvKRX8U

**BACKGROUND**

**EXECUTIVE SUMMARY**

In response to changes in Federal and State law, Report and Orders issued by the Federal Communications Commission (FCC), and court orders, it is necessary to adopt specific regulations relating to the installation of Wireless Facilities within the public right-of-way. The purpose of this report is to facilitate a consistent and streamlined process for licensing City municipal facilities to wireless telecommunications providers for the installation and operation of "small cell" facilities, in compliance with regulations which restrict local agencies from denying access to City owned municipal facilities such as street lights and traffic signals.

The Public Works and Transportation Committee provided input on a draft Master License Agreement (MLA) for Wireless Installation on Municipal Facilities at their March 23, 2021 meeting. In addition, they also directed staff to conduct additional stakeholder meetings and proceed to the City Council if there were not significant changes to the MLA.

Following the Committee meeting, staff contacted the carriers, Southern California Edison (SCE), and Southern California Gas Company (Gas Company) to participate in the stakeholder meeting. Representatives from AT&T, T-Mobile and Verizon participated in the stakeholder meeting while the utility companies decided not to participate or send any comments to staff prior to the stakeholder meeting.

The stakeholder meeting was held on May 20, 2021. At the May 20, 2021 stakeholder meeting, the carrier requested modifications were discussed and staff provided a detailed explanation to the participants of the reasoning for accepting or declining to accept the proposed changes to the documents. Staff agreed to make modifications to the Design

Standards that are minor and are intended to provide for:

1. Internal consistency within the document;
2. Make appropriate references to the MLA;
3. Include an automatic annual fee escalator linked to the Bureau of Labor Statistics published Consumer Price Index for the Los Angeles/Long Beach/Anaheim metro area;
4. Provide clarification of requirements and decision making authority; and
5. Eliminate redundancies.

The proposed accepted changes to the Design Standards do not alter the original intent of the MLA or Design Standards reviewed by the Committee. Consistent with the Committee's direction, the MLA and accompanying documents are being forwarded to the City Council for consideration because the changes to the MLA and accompanying documents are not significant.

**BACKGROUND**

The telecommunications industry is ever evolving. Historically, cellular telecommunications have utilized large antenna structures (cell sites). These cell sites are often located on existing telecommunications infrastructure, major power lines, or on monopoles designed to blend into the surrounding environment, such as trees and flag poles. These cell sites have operated on older cellular technology (e.g., 2G, 3G) as well as the current 4G/LTE system that many cell phones use today. With the development of smartphones, mobile web browsing and streaming video, this has led to exponential growth in demand for wireless data transfer and increased download speeds to meet customer expectations. This need will be even greater with the evolution and implementation of the Internet of Things (IoT) and the next generation (5G) mobile connectivity. To address this current and future need, wireless telecommunications providers are deploying more compact, localized "small cell" facilities to supplement the shortfalls of traditional macro cell stations. This technology will require the upgrade to existing facilities and construction of new facilities to include numerous small cell facilities located in the public right-of-way on existing infrastructure such as street lights and traffic signals.

Federal law provides extensive regulation on the local implementation of cellular telecommunication facilities. President Obama signed an Executive Order in 2012 titled "Accelerating Broadband Infrastructure Deployment."
This order was followed shortly by the passage of the "Middle Class Tax Relief Act" which included the Spectrum Act that was geared towards expediting commercial mobile broadband. These were some of the first pieces of legislation that began a roll back of local government's authority regarding the regulation of wireless deployment. While the City retains some discretion over aesthetic placement of cellular telecommunications facilities, under Federal law, the City may not "regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." (47 U.S.C. § 332(c)(7)(B).)

The FCC has since released a number of Report and Orders that have created "shot-clocks" that cities must abide by in the processing of wireless facilities requests. The State of California has also passed legislation that goes one step further and allows applications to be "deemed granted" if a jurisdiction fails to make a determination in the time limits set by the FCC "shot-clocks." Following on the heels of these legislative actions, the City received 20 applications for small cells in the right-of-way in 2017, 55 in 2018, 34 in 2019, and 26 in 2020.

Overall, the City has an interest in having a reliable wireless infrastructure network to serve the communication needs of City residents and businesses, and for public services, especially emergency communications and advanced transportation system management. From an economic development perspective, having robust communication services available is important to retaining and attracting businesses.

On October 15, 2018, the Federal Communications Commission (FCC) issued an Order regarding how local jurisdictions may respond when presented with proposals to install small cell facilities on City municipal facilities within the right-of-

way. The Order is lengthy, but the portions relevant to the City may be summarized as follows:

1. Reiterates existing law which states that Cities may not take any action which would "prohibit or have the effect of prohibiting" the development of wireless networks. The impacts of any regulations on the fiscal health or profitability of a wireless network company must be taken into account when determining whether an action "effectively prohibits" the development of the wireless network.
2. The City must treat all wireless service providers equally, and may not charge different fees or impose different requirements upon different providers.
3. Aesthetic and other regulatory requirements (including undergrounding requirements) must be "reasonable," applicable to all projects within the right-of-way, and published in advance. Requiring all facilities to be located underground amounts to an "effective prohibition" of wireless service.
4. Cities must allow wireless communications companies to use their infrastructure and must allow wireless telecommunications companies to construct new infrastructure in the right-of-way if doing so is necessary to provide wireless service. As a result of this, although a City may enter into a MLA with a wireless telecommunications company, it may not condition the use of City-owned property on entering into such an MLA. The City may, however, require that applicants obtain non-discretionary permits such as Encroachment Permits if the standards are published in advance.
5. Cities must process all applications received within 60 days of application for equipment mounted on existing structures, or 90 days for the construction of new structures. This is known as the "shot clock," and includes all required approvals (i.e. not just an initial approval).
6. The Order took effect on January 14, 2019, while the deadline for local jurisdictions to adopt aesthetic standards is April 14, 2019. Despite this Order, the City of Oxnard was engaged in negotiations for a MLA with several telecommunications companies for mutually acceptable terms after the Order took effect. However, these regulations are still necessary to properly protect public health, safety, and welfare in the event that applications are received and the applicant refuses to enter into a MLA under terms acceptable to the City, as well as to establish a baseline level of standards to demonstrate that the City is not discriminating between market players.

**ANALYSIS AND DISCUSSION**

Currently, the City does not have an agreement to manage the requests to use City municipal facilities for the deployment of small cell facilities in the public right-of-way, which leaves the City without a consistent and streamlined approval process for the scale of small cell facilities expansion that is anticipated and required under Federal law. Over the last year, the City has received considerable and persistent interest from telecommunications providers to install and operate small cell facilities on City municipal facilities. In order to address market demand and comply with Federal and State regulations, in a manner that manages impacts on City staff resources and provides for cost recovery, an administrative process has been developed that consists of a:

- MLA – a standardized agreement form proposed to be approved by the City Council and executed by the City Manager with individual wireless communication providers. The MLA includes an annual charge for the use of City municipal facilities supporting small cell facilities.
- Site Permit – shall mean a permit issued by the Licensor with regard to a specific Wireless Installation, which shall be subject to the terms and conditions of the MLA. Licensee will maintain a list of all Site Permits pursuant to this MLA.

<u>The Proposed Master License Agreement (MLA)</u>

The proposed MLA is a comprehensive document that contains uniform terms and conditions applicable to all small cell facilities installed on City municipal facilities in the public right-of-way. Staff from the City Attorney's Office and the Community Development and Public Works Departments collaborated in drafting the initial MLA, and subsequently the City sought input from the wireless carriers (i.e. AT&T, Sprint, T-Mobile & Verizon). City staff evaluated each set of comments and incorporated select revisions that could be applied generally and fairly to all providers.

The proposed MLA establishes the procedures for issuance of a license to use City municipal facilities. Individual Site Permits issued pursuant to the MLA would identify the licensed municipal facility and contain detailed exhibits for the site plans, insurance documentation, surety, and other materials that are unique to the site.

By using the same form for all the companies, there is only one set of rules and the administrative burden on the City is reduced. Moreover, Federal law requires local agencies to treat all wireless providers equally, and using the same contract form accomplishes this requirement. With this arrangement, the providers benefit by reducing costs associated with negotiating individual City municipal facilities licenses and allowing deployment of small cell facilities with a streamlined process.

Key components of the draft MLA are as follows:

- **Term**- Ten (10) years. During this period, Licensee can apply for individual Site Permits under the terms of the MLA.
- **Fees**- Two Hundred Seventy and No/100 Dollars ($270.00) per Wireless Installation located in the City's right-of-way for each year of the Site Permit term. The Fee is per Wireless Installation, and includes all Municipal Facilities, appurtenant equipment and facilities used in connection with each Wireless Installation. The MLA includes an automatic annual fee escalator linked to the Bureau of Labor Statistics published Consumer Price Index for the Los Angeles/Long Beach/Anaheim metro area. The Fee increase is not subject to further appeals or subject to a complaint before a competent regulatory agency or court.
- **Construction**- Licensee shall comply with all applicable Laws related to the construction, installation, operation, maintenance, and repair of Licensee's Wireless Installations installed in the ROW and on Municipal Facilities. Licensee's ability to use the City's municipal facilities is contingent upon its obtaining and paying all applicable fees for all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities.
- **Operations and Maintenance**- Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Municipal Facilities, to allow workers and third parties to avoid excess exposure to RF emissions. Licensee equipment installed pursuant to the MLA shall not damage or interfere in any way with City property and operations or the operations of prior-existing, third party installations. Licensee will reasonably cooperate with the City to carry out such activities as are necessary to correct the interference.

<u>Design Standards for Small Cell Facilities on Municipal Facilities (Design Standards)</u>

The proposed Design Standards establish design standards intended to minimize the aesthetic impacts of these small cell facilities without "effectively prohibiting" the provision of wireless service. Accordingly, varying degrees of flexibility may be provided, provided that the applicant can demonstrate that the regulations would "effectively prohibit" the provision of wireless service. Flexibility in the design standards may also be granted through the terms of a MLA, provided that the alternative would result in an equal or superior level of design than that provided through strict application of the regulations.

Staff from the Community Development, Public Works Departments, and City Attorney's Office collaborated on the Design Standards. Additionally, the City sought input from the wireless carriers (i.e. AT&T, Sprint, T-Mobile & Verizon). City staff evaluated each set of comments and incorporated select revisions that could be applied generally and fairly to all providers. Please refer to Attachment 2 to review the proposed Design Standards. Attachment 3 includes a redlined version of the Design Standards identifying edits made by the wireless carriers (i.e. AT&T, Sprint, T-Mobile & Verizon) and accepted by the City. The edits made did not alter the key components of the following Design Standards which were presented to the Public Works and Transportation Committee:

1. Application for a Site Permit that includes the required information for staff to make a determination that the proposed wireless facility is safe and is consistent with all applicable regulations.

2. Require design standards that will minimize adverse visual impacts and require underground wiring to the extent possible and provide mechanisms to correct visual deficiencies such as graffiti.
3. Ensure the installation of small cell facilities meet conditions as may be required to control the construction, installation, maintenance, repair and removal of such facilities in a public right-of-way so as to protect and benefit the public health, safety, and welfare.

**ENVIRONMENTAL REVIEW**

The proposed MLA, inclusive of the Design Standards, are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction or Conversion of Small Structures) as the MLA would facilitate installation of small new equipment and facilities to to City owned municipal facilities such as street lights and traffic signals. Additionally, the Telecommunications Act of 1996 establishes specific thresholds and guidelines for wireless radio frequency emission levels that are acceptable by the FCC. The Act expressly prohibits local governments from regulating personal wireless service facilities on the basis of the environmental effects of radio frequency emissions. The Federal government has assumed jurisdiction in this area and MLA participants will have licenses with the Wireless Telecommunications Bureau. The MLA, inclusive of the Design Standards have no potential to cause any effect on the environment; therefore, CEQA does not apply to this project pursuant to CEQA Guidelines Section 15061.

**STRATEGIC PRIORITIES**

This agenda item supports Economic Development strategy. The purpose of Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

**FINANCIAL IMPACT**

Pursuant to Federal regulations, the MLA is intended to be revenue neutral. The City is entitled to cost-recovery and will use the FCC's safe harbor rate of $270 per pole per year as a site license fee for each attachment to a City-owned structure in the public right-of-way. The MLA includes an automatic annual fee escalator linked to the Bureau of Labor Statistics published Consumer Price Index for the Los Angeles/Long Beach/Anaheim metro area. Approval of the MLA and issuance of subsequent Site Permits will augment revenue to the General Fund. The cost to issue the Site Permit will be recovered by an Administrative Wireless Permit fee and the yearly escalator.

**COMMITTEE OUTCOME**

The proposed MLA was reviewed by the Public Works and Transportation Committee (Committee) on March 23, 2021. During the meeting one of the carriers requested that consideration of the MLA and accompanying documents by the Committee be rescheduled to a future date in order for the the carrier to continue negotiations with staff on certain language contained within the MLA that the carrier did not agree with after numerous negotiating discussions between the City and various carriers took place previously during stakeholder meetings. The carrier also requested additional time to review the proposed Design Standards.

The Committee moved 3-0 to direct staff to schedule an additional stakeholder meeting with the carriers to consider modifications to the Design Standards. The Committee's direction to staff was to return to the Committee if significant changes were made to the MLA and accompanying documents that altered the original intent of the MLA or Design Standards; otherwise, staff was to proceed directly to the full City Council.

*Prepared by: Isidro Figueroa, Principal Planner*

**ATTACHMENTS**

1. Draft Master License Agreement for Wireless Installation on Municipal Facilities
2. Draft Site Permit Process and Design Standards for Small Cell Facilities on Municipal Facilities
3. Draft Site Permit Process and Design Standards for Small Cell Facilities on Municipal Facilities (Tracked Changes)
4. Resolution
5. Presentation

**MASTER LICENSE AGREEMENT FOR**
**WIRELESS INSTALLATIONS ON MUNICIPAL FACILITIES**

This Master License Agreement For Wireless Installations on Municipal Facilities ("Agreement") is made and entered into as of the Effective Date by and between City of Oxnard ("Licensor") and _____ ("Licensee").

**RECITALS**

WHEREAS, Licensee seeks to attach Wireless Installations to certain Municipal Facilities upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such Municipal Facilities in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

**1. GRANT OF LICENSE**

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a nonexclusive and revocable license for Licensee to install, operate and maintain equipment for Wireless Installations on Licensor's Municipal Facilities in the ROW, as provided herein and as provided in the individual Site Permits signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor's Municipal Facilities under this Agreement shall create or vest in Licensee any ownership or property rights in such Municipal Facilities. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, which do not conform to this Agreement.

1.2. Permitted Use. Licensee may use Licensor's Municipal Facilities for the Permitted Use, subject to the terms and conditions of this Agreement and the application on file with the Licensor.

1.3. Code Compliant. Licensee shall comply with all applicable requirements of the Oxnard City Code, for any permit or other approval conditions, including any requirements regarding the placement, size, quantity, shape, color and camouflage of equipment.

1.4. Deactivation. In the event that the Licensor must access or perform work on a Municipal Facility on which Licensee has installed Wireless Installations and where Licensor's employees or agents by proximity to the Wireless Installations may exceed the limits for occupational/controlled exposure per FCC OET Bulletin 65, which may be amended from time to time, will contact Licensee at the contact telephone number referenced in §15.1 herein to request temporary deactivation, and Licensor shall deactivate within 48 hours upon notification.

1.5. 24 Hour Contact. Licensee shall be available to the staff employees of any Licensor department having jurisdiction over Licensee's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Wireless Installations. Licensee's emergency contact information is provided to the Licensor in §15.1.

1. **2. TERM**

2.1 Agreement Term. This Agreement shall commence as of the Effective Date and remain in effect for a period of ten (10) years, if not lawfully terminated sooner.

2.2 Site Permit Term.

(a) The initial term for each individual Site Permit shall commence on the Commencement Date and shall expire with the Agreement Term under which the Site Permit was granted.

Promptly following Licensee's receipt of Licensor's written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site Permit.

(b) Each Site Permit shall automatically be granted the same extension as this Agreement.

2. **3. CHARGES, BILLING AND PAYMENT**

3.1 Annual Fee.

(a) As of the adoption of the Master License Agreement, Licensee shall pay Licensor a Fee of Two Hundred Seventy and No/100 Dollars ($270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site Permit term. The Fee is per Wireless Installation, and includes all Municipal Facilities, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site Permit pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 365-day calculation.

(b) On January 1 of each year, the Master License Agreement related fees shall automatically increase per the Bureau of Labor Statistics' published Consumer Price Index for the Los Angeles/Long Beach/Anaheim metro area. The increased fee is not subject to further appeals or subject to a complaint before a competent regulatory agency or court. After the revised Fee is increased as described in the preceding sentence, Licensor shall provide Notice to Licensee of the Fee in accordance with the notice requirements of this Agreement. The Fee payable under this Agreement will adjust to Licensor's Cost starting with Fee payments that are due at least 90 days after the date of such notice.

3.2 Timing of Payment. The Annual License Fee for the initial year of the Site Permit shall be due within ninety (90) days of the Commencement Date, and shall be prorated by the number of remaining days in the Calendar year, through December 31st. Thereafter, the Annual Fee shall be paid for each Site Permit January 1 of each year during the term of this Agreement. For any year that any Site Permit is in effect for less than a twelve month period commencing from January 1 up through December 31st, the amount of Annual Fee shall be prorated by the number of days that the Site Permit is in effect. Payment of the Annual License Fee shall be made by check payable to the City of Oxnard, mailed or delivered to the following address:

City of Oxnard Planning Division
214 S. C Street
Oxnard, CA 93030
Attention: Community Development Director

If mailing individual checks the Site Permit number must be identified on the payment. If mailing a single check for multiple Site Permits the check must be accompanied by a list of the Site Permits for which payment is being made.

3.3 Billing and Payment Generally. In the event the Licensor or its administrator provides an invoice to Licensee for the Annual License Fee, such invoice shall be deemed a courtesy to the Licensee and the Licensee shall be obligated to pay the Annual License Fee whether or not an invoice is provided. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Annual License Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

1. 3.4 Delinquent Payment. If Licensee fails to pay any amounts due pursuant to this Agreement within thirty (30) days following the due date thereof, Licensee will pay, in addition to the

unpaid fees, a late penalty equal to five percent (5%) of the amount due, and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

3.5 Additional Remedies. The remedy provisions set forth in §3.4 above are not exclusive, and do not preclude the Licensor from pursuing any other or additional remedy.

3. **4. ATTACHMENT**

4. 4.1 Licensee will submit to the authorized representative of the Licensor a proposed design for any proposed Wireless Installations that Licensee proposes to use for Licensor's approval. Any approved Wireless Installations shall be included and attached to the application for a Site Permit. Unless Laws provide otherwise, Licensor shall notify Licensee of the specific deficiencies in any application for a Site Permit within ten (10) days of its submission, and Licensor will approve or reject each Site Permit application within sixty (60) days of its submission or resubmission for sites that have existing Municipal Facilities, or for sites that require replacement Municipal Facilities and ninety (90) days for sites that do not have an existing Pole. Any denial of a Site Permit shall be specific, shall include all relevant information supporting its denial.Upon approval of a Site Permit, Licensee shall provide an estimate and description of any required make-ready work and charges in connection with such Site Permit. Licensee may install the approved Wireless Installations in accordance with the Site Permit issued by the Licensor.

5. 4.2 Subject to the conditions herein and as authorized by the Oxnard City Code, Licensee may enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, upgrade, modify, relocate, and replace Wireless Installations permitted and approved by the City in or on identified Municipal Facilities pursuant to individual Site Permits for the purposes of operating the Wireless Installations and providing telecommunications services.

6. 4.3 Licensee shall comply with all requirements of the Oxnard City Code, for any permit or other approval conditions, including any requirements regarding the placement, size, quantity, shape, color and camouflage of Wireless Installations. Licensor will timely cooperate with Licensee to obtain such approvals or permits.

7. **5. CONSTRUCTION**

8. 5.1 Licensee shall comply with all applicable Laws related to the construction, installation, operation, maintenance, and repair of Licensee's Wireless Installations installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, Licensee shall not attach, install, maintain, or operate any Wireless Installations in or on the ROW and/or on Municipal Facilities without the prior written approval of an authorized representative of the Licensor for each location.

9. 5.2 Commencement of Installation and Operation. Licensee shall commence installation of its initial Wireless Installations approved by the Licensor no later than two (2) years after the issuance of an applicable Site Permit, provided, however, these dates may be extended by the Parties in the event of force majeure events. If Licensee fails to commence installation of any applicable Wireless Installations as provided above, after notice and opportunity to cure, the Licensor may terminate the Site Permit upon thirty (30) days' written notice. Notwithstanding the foregoing, Licensee's obligations under this §5.2 shall be conditioned upon Licensee's completion of its due diligence with regard to a particular Wireless Installation.

10. 5.3 Obtaining Required Permits. It is understood and agreed that Licensee's ability to use the ROW and/or Municipal Facilities is contingent upon its obtaining and paying all applicable fees for all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee's use of the ROW and/or Municipal Facilities. Licensor shall promptly respond to Licensee's requests for permits and shall otherwise cooperate with Licensee in facilitating the deployment of the Wireless Installations in the ROW in a reasonable and timely manner pursuant to the Oxnard Municipal Code and applicable Laws. In the event that (i) any of such applications for such

Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the ROW and/or Municipal Facilities is no longer technically compatible for its use, Licensee shall have the right to terminate a Site Permit.

11. 5.4 Relocation and Displacement of Wireless Installations. Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Wireless Installations. Licensee shall at Licensor's direction and upon one hundred eighty (180) days prior written notice to Licensee, relocate such Wireless Installations at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project (b) because the Wireless Installations is interfering with or adversely affecting proper operation of Licensor-owned Municipal Facilities, traffic signals, communications, or other Municipal Facilities and Licensee fails to cure such interference during the applicable cure period; or (c) to protect or preserve the public health or safety. In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Wireless Installations as requested by the Licensor in accordance with the foregoing provision, Licensor shall be entitled to remove or relocate the Wireless Installations at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within sixty (60) days of the date of a written demand for and evidence substantiating this payment from the Licensor. Notwithstanding the foregoing, the costs of relocating the Licensee's Wireless Installations shall be borne by (i) Licensor if the relocation is for Licensor's benefit and not the result of subsection (a) through (c) above; and (ii) by a third party if the relocation is for the third party's benefit. To the extent the Licensor has actual knowledge thereof, the Licensor will attempt promptly to inform Licensee of the displacement or removal of any Pole on which any Wireless Installations is located. If the Municipal Facility is damaged or downed for any reason other than the negligence or willful misconduct of Licensor, and as a result is not able to safely hold the Wireless Installations, the Licensor will have no obligation to repair or replace such Municipal Facility for the use of Licensee's Wireless Installations. Licensee shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to §5.8 below, and may choose to replace such Municipal Facilities pursuant to the provisions of §4.

Notwithstanding any of the foregoing, in the event of an Emergency, Licensor will endeavor to provide as much notice to Licensee for the relocation of the Wireless Installation as warranted by the circumstances pertaining to the Emergency.

12. In the event Licensee desires to relocate any Wireless Installation from one Municipal Facility to another, Licensee shall submit a written request to Licensor. Licensor will use reasonable efforts to accommodate Licensee in accordance with applicable Law.

13. 5.5 Damages Caused by Licensee. Licensee shall, at its sole cost and expense and to the reasonable satisfaction of the Licensor: (a) remove, repair or replace any of its Wireless Installations that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by Licensee, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Wireless Installations. If Licensee does not remove, repair or replace such damage to its Wireless Installations or to the ROW, Municipal Facilities or other property, the Licensor shall have the option, upon thirty (30) days prior written notice to Licensee, to perform or cause to be performed such removal, repair, or replacement on behalf of Licensee and shall charge Licensee for the actual and reasonable costs incurred by the Licensor. If such damage causes a public health or safety emergency, as reasonably determined by the Licensor, the Licensor may immediately perform reasonable and necessary repair or removal work on behalf of Licensee and will notify Licensee as soon as practicable.Upon the receipt of a demand for payment substantiating such costs by the Licensor,

Licensee shall, within sixty (60) days of such receipt, reimburse the Licensor for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

14. 5.6 Change in Wireless Installations. If Licensee proposes to install Wireless Installations which are different in any material way from the then-existing Wireless Installations approved in the applicable Site Permit, then Licensee shall comply with all applicable Laws and obtain the written approval for the use and installation of the proposed Wireless Installation from the City's Community Development Director or her/his designee prior to its installation. Licensor shall approve, approve with conditions, or disapprove any modification or upgrade request in its sole discretion within sixty (60) days after the submission of a request and in the manner required under applicable Laws; provided, however, that the request shall be deemed approved if Licensor fails to approve or deny the request within sixty (60) days. Any such approval shall take the form of an amendment to the applicable Site Permit, provided such amendment and/or approval shall not be subject to any additional fees under this Agreement, including, but not limited to, an application fee. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide "load" (structural) calculations for all Municipal Facilities upon which it intends to install Wireless Installations in the ROW, notwithstanding original installation or by way of Wireless Installation type changes. Notwithstanding the foregoing, in the event of an Emergency, Licensee may repair and make replacements or modifications to any Wireless Installation that does not materially increase the size, height, and weight of the Wireless Installation, exceed the structural capacity of the Municipal Facility as established in an approved Site Permit, involves only substitution of substantially similar Wireless Installations, and does not result in any substantial change to the external appearance without obtaining Licensor approval, additional applications or Site Permits; provided, however, that Licensee shall provide Licensor with as much advance notice as possible under the specific circumstances.

15. 5.7 Termination of a Site Permit. Licensee shall have the right to terminate any Site Permit on thirty (30) days' notice to Licensor. Such notice shall be given to the Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee in said notice. In the event of such termination, Licensee shall remove its Wireless Installations and restore the Municipal Facilities in accordance with §5.8 below. All Fees paid to said termination date shall be retained by Licensor and all Fees paid beyond said termination date shall be refunded to Licensee within thirty (30) days of the termination date. Upon such termination, the Site Permit shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

16. 5.8 Removal of Wireless Installations; and Restoration of Municipal Facilities and ROW. Within ninety (90) days after the expiration or earlier termination of a Site Permit, Licensee shall promptly, safely and carefully remove the Wireless Installations from all Municipal Facilities and the ROW and restore the Municipal Facilities and ROW to the condition that existed prior to installation, reasonable wear and tear and damage by casualty excepted. Such obligation of Licensee shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, there shall be no obligation to restore conduit systems, electrical meters, and electrical wiring ("Electrical Fixtures") required to provide electrical power to the Municipal Facility in Site Permits, unless otherwise notified in writing by Licensor. Upon expiration or termination of a Site Permit, such Electrical Fixtures shall automatically become owned by, and property of Licensor.

17. 5.9 Failure to Remove Wireless Installations or Restore Municipal Facilities. If Licensee fails to complete this removal and restoration work pursuant to Section 5.8 above, then the Licensor, upon written notice to Licensee, shall have the right at the Licensor's sole election, but not the obligation, to perform the removal and restoration work and charge Licensee for the actual costs and expenses, including, without limitation, reasonable administrative costs. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal and restoration work and any storage of Licensee's property after removal within sixty (60) days of the date of a written demand for and evidence substantiating this payment from the Licensor. After the Licensor receives the reimbursement payment from Licensee for the removal work performed by the Licensor, the Licensor shall promptly make available to Licensee the property belonging to Licensee and removed by the Licensor pursuant to this Section at no

liability to the Licensor. If the Licensor does not receive reimbursement payment from Licensee within such sixty (60) days, or if Licensor does not elect to remove such items at the Licensor's cost after Licensee's failure to so remove pursuant to this Section, or if Licensee does not remove Licensee's property within ninety (90) days written notice to Licensee of such property being available by the Licensor after Licensee's payment of removal reimbursement as described above, any items of Licensee's property remaining on or about the ROW, Municipal Facilities, or stored by the Licensor after the Licensor's removal thereof may, at the Licensor's option, be deemed abandoned and the Licensor may dispose of such property in any manner permitted by Laws. Alternatively, the Licensor may elect to take title to abandoned property, provided that Licensee shall submit to the Licensor an instrument reasonably satisfactory to the Licensor transferring to the Licensor the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

18. 5.10 Risk of Loss. Licensee acknowledges and agrees that Licensee, subject to the terms of this Agreement bears all risks of loss or damage or relocation or replacement of its Wireless Installations and materials installed pursuant to this Agreement from any cause excepting Licensor or Licensor's employees', contractors', or agents' negligence or willful misconduct, and the Licensor shall not be liable for any cost of replacement or of repair to damaged Wireless Installations.

19. 5.11 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

**6. GENERAL LICENSEE OBLIGATIONS**

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards consistent with applicable Laws, and (c) any current or future rules or orders of the FCC, the State of California Public Utility Commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsections (b) and (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Municipal Facilities or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of receipt of written notice from Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access the Municipal Facilities in accordance with all applicable industry and governmental standards and regulations.

6.4 Records; Audits.

(a) Licensee will maintain complete records with respect to this Agreement and each of the Site Permits pursuant to all applicable Laws and shall maintain such records for a four year period after expiration or termination of this Agreement and Site Permits.

(b) The Licensor may require such additional reasonable non-confidential information, records, and documents from Licensee from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

(c) Licensee shall provide such records within twenty (20) business days of a request by the Licensor for production of the same unless additional time is reasonably needed by Licensee, in which case, the time period may be extended by the Licensor. If any person other than Licensee maintains records on Licensee's behalf, Licensee shall be responsible for making such records available to the Licensor for auditing purposes pursuant to this Section.

**7. UTILITIES.** Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations, Additionally, Licensee shall have the right, at Licensee's sole cost, to replace existing lighting on a Municipal Facility utilized by Licensee either with LED or other form of energy saving lighting design reasonably approved by Licensor, and Licensor will own, operate, maintain and repair the replacement lighting.

20. **8. OPERATION AND MAINTENANCE**

8.1. RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Municipal Facilities, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be performed with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

Licensee shall be available to the staff employees of any Licensor department having jurisdiction over Licensee's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Wireless Installations. Licensee's emergency contact telephone number is provided to the Licensor in §15.1.

8.2 Interference.

(a) Licensee equipment installed pursuant to this Agreement shall not damage or interfere in any way with Licensor property, Licensor's operations or the operations of prior-existing, third party installations. Licensor will reasonably cooperate with Licensor to carry out such activities as are necessary to correct the interference.

(b) Signal Interference. Licensee shall correct any such interference within forty-eight (48) hours of written notification of the interference. Upon the expiration of the forty-eight (48) hour cure period and until the cause of the interference is eliminated, Licensee shall cease operation of any equipment causing such interference until such interference is cured.

(c) Physical Interference. Licensor shall give Licensee sixty (60) days from the date of written notification to correct the interference after which the Licensor reserves the right to take any action it deems reasonably necessary to correct the interference, which could include revocation of the Site Permit.

(d) Licensor at all times reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Municipal Facilities. Such actions may temporarily interfere with the operation of the Wireless Installations. Licensor will in all cases, other than emergencies, give Licensee thirty (30) days' written notification of such planned, non-emergency actions.

(e) Licensor will not permit its tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Municipal Facility, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently

work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

21. **9. ABANDONMENT.** If Licensor determines to Abandon any Municipal Facility and Licensor so determines that the Municipal Facility does not need to be permanently removed for reasons of public safety or security, then Licensor shall give Licensee ninety (90) days' prior written notice of Licensor's intent to Abandon the Municipal Facility, as the case may be. Within such time, Licensee may remove or otherwise dispose of its Wireless Installations at which time the Site Permit shall automatically terminate without further liability to Licensee.

22. **10. INSURANCE**

10.1 Certificate of Insurance. Licensee shall at its sole expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company eligible to do business in California having and maintaining an A.M. Best rating of at least A- VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required pursuant to Licensor's standard insurance requirements, which may be amended from time to time but no more than once every three (3) years with thirty (30) days' prior written notice to Licensee.

10.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of $500,000 each accident, $500,000 by disease policy limits, and $500,000 by disease each employee. To the extent allowed by Laws, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

$2,000,000 General Aggregate Limit

$1,000,000 Each Occurrence

$1,000,000 Each Occurrence - Personal Injury and Advertising Injury

$2,000,000 Products/Completed Operations Aggregate Limit

The required Commercial General Liability policy must include Licensor as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of $1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

10.3 Notice of Cancellation. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

**[Section 11 is Reserved]**

23. **12. INDEMNIFICATION**

12.1 Indemnification By Licensee. To the extent permitted by Laws, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the negligent installation, operation, use, repair, or removal of Wireless Installations or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except

to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

**13. DEFAULT AND TERMINATION**

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

(a) suspend Licensee's access to the Municipal Facility to which the Default pertains;

(b) terminate the specific Site Permit(s) or affected portion thereof covering the Municipal Facility(ies) to which the Default pertains;

(c) require Licensee's obligation to which the Default has been declared to be specifically performed; or

(d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

13.3 Voluntary Termination of Site Permit.

(a) A Site Permit may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensor.

(b) A Site Permit may be terminated by Licensee after the Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Licensor and (ii) the date of removal of the Wireless Installation. In the event Licensee has paid a Fee to Licensor for the use of the Licensed Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

**14. CASUALTY.** In the event of damage to a Municipal Facility due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably expected to disrupt Licensee's operations on the Municipal Facility for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site Permit or affected portion thereof upon fifteen (15) days' written notice to Licensor; or (ii) submit a new Site Permit application for an alternate location equivalent to Licensee's current use of the Municipal Facility, subject to proper permitting and application fees. If Licensee elects to terminate the Site Permit, notice of termination shall cause the applicable Site Permit or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Site Permit. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site Permit, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation on the Licensed Site in the ordinary course of Licensee's business.

## 15. MISCELLANEOUS PROVISIONS

15.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

| **If to Licensee (including invoices):** | **If to Licensor:** |
|---|---|
| _____<br>Attn: _____<br>Re: Wireless Installation on Municipal Facilities (City of Oxnard) (CA)<br>Address | _____<br>_____<br>_____<br>_____ |
| **With a copy to the _____ Legal Department:**<br>_____<br>Attn: _____<br>Re: Wireless Installation on Municipal Facilities (City of Oxnard) (CA)<br>Address | With a copy to:<br>City Attorney<br>City of Oxnard<br>305 W. Third Street, Suite 100E<br>Oxnard, California 93030 |

**Contact Number for day to day operation:**

**Licensor:** _____
**Licensee:** 1-800-xxx-xxxx

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

15.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

15.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Municipal Facilities are located.

15.4 Compliance with Laws. Licensee and Licensor agree to comply with all Laws.

15.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Municipal Facilities are located without regard to its conflict of laws principles, and, where applicable, federal law.

15.6 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a

commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

15.7 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

15.8 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

15.9 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

15.10 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

15.11 Public Records. Licensee acknowledges that information submitted to the Licensor may be open to public inspection and copying under state law including, but not limited to the California Public Records Act.. Licensee may identify and prominently mark information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the Licensor as confidential; provided, however, that this confidentiality limitation shall not apply to submissions of information to courts or regulatory agencies, as and to the extent disclosure of any such terms and conditions is reasonably necessary to allow either party to enforce the other party's compliance with its obligations under this Agreement.

15.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

| | |
|---|---|
| **[FULL NAME OF LICENSOR]**<br><br>By:_____<br><br>Name:_____<br><br>Its:_____<br><br>Date:_____ | **_____**<br><br>**By: _____**<br>**Its: Manager**<br><br>By:_____<br><br>Name:_____<br><br>Its:_____<br><br>Date:_____ |

**EXHIBIT 1**

**DEFINED TERMS**

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

"Abandon" means to permanently relinquish ownership of a Municipal Facility in its then existing location.

"Acknowledgment" means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site Permit.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a Party.

"Agreement Initial Term" means an initial term of ten (10) years.

"Annual Term" means a term of one (1) year.

"Casualty Event" means any casualty, fire, act of God, or other harm affecting a Municipal Facility licensed in whole or in part to Licensee pursuant to a Site Permit.

"Commencement Date" means the day Licensor approves the construction permit for the Wireless Installation at a particular location under a Site Permit.

"Days" means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Municipal Facility is located), that date shall be extended to the next business day.

"Default" means the failure by a Party to perform any material term of condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

"Effective Date" means the latest date in the signature blocks in the Agreement.

"Emergency" means a situation in which there is an imminent threat of injury to person or property, or loss of life.

"Event of Force Majeure" means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement.

"FCC" means the Federal Communications Commission.

"FCC 2018 Order" means the Federal Communications Commission's Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018.

"Fee" means the annual payment for Licensee's Permitted Use of the Municipal Facility at the Licensed Site.

"Interference" means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee's Wireless Installation utilizing a Municipal Facility authorized to be used by Licensee pursuant to a Site Permit.

"Laws" means all federal, state and local laws, orders, rules and regulations applicable to Licensee's use of the Wireless Installation on the Municipal Facility and Licensor's ownership and use of the Municipal Facility and any other improvements or equipment in the ROW, as the case may be.

"Licensed Site" means the areas approved for Licensee's Permitted Use as described or depicted in a Site Permit.

"Licensee Indemnitees" means Licensee, its employees, affiliates, officers, directors, successors and assigns.

"Licensee-Installed Poles" means those certain poles installed by Licensee in the ROW, which have been pre-approved by Licensor, and installed and transferred to Licensor by dedication, all in accordance with applicable Law, the Oxnard City Code and any other applicable requirements of Licensor.

"Licensor Indemnitees" means Licensor, its officers, officials and employees.

"Licensor's Cost" means Licensor's cost calculated pursuant to the terms and conditions of the FCC 2018 Order.

"Municipal Facility(ies)" means Licensor-owned structures, objects, and equipment in the ROW, including, but not limited to, street lights, traffic control structures, banners, street furniture, bus stops, billboards, Licensee-Installed Poles, or other poles, lighting fixtures, or electroliers located within the ROW, and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

"NEC" means the National Electric Code.

"NESC" means the National Electrical Safety Code.

"New Laws" means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

"Person" or "Persons" means any person or entity;

"Parties" means Licensor and License collectively.

"Party" means individually Licensor and Licensee.

"Permitted Use" means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor's Municipal Facilities.

"RF" means radio frequency.

"Rights-of-Way" or "ROW" means an area on, below or above a public street, alley, sidewalk or parkway that is owned or granted by easement, operated or controlled by the Licensor for wireless telecommunications facilities.

"Safety Codes" means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Municipal Facility.

"Site Permit" shall mean a permit issued by the Licensor with regard to a specific Wireless Installation, the form of which is attached hereto as Exhibit 2, which shall be subject to the terms and conditions of this Agreement. Licensee will maintain a list of all Site Permits pursuant to this Agreement.

"Term" means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

"Wireless Installation" means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Municipal

Facility owned or controlled by Licensor pursuant to a Site Permit (in accordance with Section 4.2 hereof) approved in writing by Licensor.

**EXHIBIT 2**

**FORM OF SITE PERMIT**

SITE PERMIT NO. [INSERT NUMBER IN CONSECUTIVE ORDER]

POLE NUMBER: _____

APPROXIMATE ADDRESS OF POLE: _____

Pursuant to that certain Master License Agreement between the City of Oxnard, a California

municipal corporation (the "City") and [Wireless Carrier] ("Licensee"), Licensee submits to the City two partially executed counterparts of this Site Permit, together with all the following materials listed below, as its Site Permit application in accordance with Section 1 (Grant of License) under the Master License Agreement:

1. Exhibit 3, which designates a Site Permit Location that the Licensee seeks to be included in the License Area under this Site Permit;

2. Exhibit 4, which includes a conceptual plan for all Licensee's Equipment (but excluding any makes and model numbers) to be installed in the License Area, subject to

Regulatory Approvals;

3. A Site Permit Fee; and

4. Radio & Antenna Equipment Specifications.

Licensee acknowledges that: (1) this Site Permit will not be effective until the City returns a fully executed copy to Licensee; and (2) Licensee will not have the right to access or install Equipment on the License Area until after Licensee has: (a) submitted a complete Acknowledgment Letter to the City with all information and funds required; (b) submitted insurance information to the City as specified in Section 10 (Insurance) of the Master License Agreement; and (c) the City has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Site Permit is executed and effective on the last date written below and, upon full execution will be the City's authorization for the City to begin its review of the Pole Locations and plans and specifications proposed in this Site Permit. This Site Permit shall expire if either of the following conditions are not met:

1. Licensee submits has not completed applications for an Encroachment Permit; or

2. Construction of Equipment has not commenced within 180 calendar days from executed date of the Acknowledgment Letter.

**EXHIBIT 3**

**POLE LOCATIONS *I* LICENSE AREA**

**Pole License No. ___**

**[Licensee to show proposed pole location requested in this Site Permit on a City of Oxnard Base Map, Pole number, and the latitude and longitude coordinates of the pole.]**

**EXHIBIT 4**

**FORM OF ACKNOWLEDGEMENT LETTER**

[Licensee to complete and submit after Regulatory Approvals have been obtained]

*[insert date]*

*[insert addressee information]*

**RE: Pole License No.**

Dear [City Manager]:

This letter will confirm the following: (1) that Licensee has obtained all the Regulatory Approvals required for the Permitted Use under this Site Permit, copies of which are attached to this letter, as specified below; and (2) the Commencement Date of this Site Permit is *[insert date],* which is the first day of the month after Licensee obtained all Regulatory Approvals.

This letter also confirms that Licensee has submitted all required insurance information to the City. Payment pursuant to Section 3 (Charges, Billing, and Payment) of the Master License Agreement for all fees associated with this Site Permit will be provided accordingly.

Please acknowledge the City's receipt of this letter and the items listed below, and issue the City's approval for Licensee to begin installation of Equipment on the License Area by signing and returning a copy of this letter.

Sincerely,

*[insert name]*

*[insert title]*

Enc.

[ ] *[insert al/ required Regulatory Approvals]*

[ ] Insurance certificates

[ ] Contractor's bonds and insurance certificates

City Acknowledgement:

# Site Permit Process and Design Standards for Small Cell Facilities on Municipal Facilities

1. An application for a Site Permit for small cell facilities shall be deemed incomplete unless it includes all information deemed required by the Community Development Department to review the application. The Community Development Department shall prepare or cause to be prepared a detailed list of required information and shall make such list publicly available to facilitate the timely processing of applications.

   This material shall include, but is not necessarily limited to, the following:
   a. An application, in a form to be provided by the Community Development Department, that includes all requested information; and
   b. A map showing the location of the proposed small cell facility; and
   c. A photo showing the proposed location of the small cell facilities; and
   d. A photo simulation demonstrating that the small cell facilities will comply with the design standards described herein; and
   e. Documentation identifying the owner of the Structure and demonstrating that the small cell facilities conform to the design and co-location restrictions of the Structure owner(s).
   f. Construction details, including a structural analysis signed by qualified Professional Engineer(s), demonstrating that the Structure will be structurally sound, as defined in these regulations, and will not have a significant risk of structural failure after installation of the small cell facilities; and
   g. Details regarding the connection of electrical and communications transmission lines to the site; and
   h. Details relating to any closures of roads or sidewalks that will be necessary due to the proposed construction; and
   i. A study demonstrating that the small cell facility's radiofrequency emissions will be in compliance with FCC regulations; and
   j. Proof of insurance pursuant to City specifications as may be amended from time-to-time to defend, indemnify, and hold harmless the City for its facility, and name the City and its officers and employees as additional insured by endorsement and consistent with the adopted Master License Agreement; and
   k. Any applicable permit review fees as adopted by City Council.
2. The Community Development Department shall review the application to confirm compliance with City Ordinances and regulations. Small cell facilities (facility) shall be designed, installed and located so as to minimize adverse visual impacts

and shall not contain advertising material of any kind. The facility must not cause severe negative visual impact as determined by the City. Installation of small cell facilities shall conform to the following minimum design standards:

a. All wireless communication facilities shall not contain advertising material of any kind.
b. All wireless communication facilities shall be located entirely on the pole, unless technically infeasible.
c. An antennae(s) shall be mounted on top of the pole with an antenna shroud.
d. The antennae shroud shall not impinge the removal of the mast arm.
e. If permitted by Southern California Edison (SCE) or the applicable utility provider and to the extent technically feasible, the facility power must be connected to a SCE or such utility provider smart meter.
f. The SCE disconnect switch shall be attached to the pole at a minimum and a maximum height of 8 to 10 feet, respectively, above grade.
g. The facility, including the antennae shroud and brackets, must match the color of the pole and the material must be constructed out of non-reflective materials.
h. The facility must be high quality, safe, and fire resistant.
i. The facility must not interfere with City operations, i.e. sign and signal visibility, traffic signals and surveillance camera operations or systems communications.
j. The facility must be designed in accordance with the requirements for streetlight facilities and appurtenances including hardware, corrosion protection, signs, and labels and matching finish.
k. Small cell facilities shall be constructed of, painted, or otherwise treated with anti-graffiti materials, including, but not limited to, graffiti resistant paints or finishes. Graffiti on small cell facilities, including Structures and Equipment, shall be removed within forty-eight hours of being reported. All Structures shall have a decal or permanent sticker (maximum 6 square inches) with the small cell facilities operator's graffiti abatement contact information affixed. A pole identification number shall be installed where it can be easily visible.
l. Small cell facilities may not include any type of lighted signal, lights, or other illumination, except as required by federal or state law.
m. Structural analysis shall be prepared and stamped by a qualified Professional Engineer. The analysis shall include plans and specifications that shall include, at a minimum, the size, weight, mounting method, method of providing electrical power (including placement of any cables), , method of attaching to the Structure if required for electrical power, and

compliance with manufacturer's specification for such Structure. Licensee shall not overload the structural member of any Structure so as to cause any undue or serious stress or strain to the Structure, or any part thereof, and shall demonstrate compliance with specifications issued by the manufacturer of such Structure, if applicable. The City shall have the right to make a determination whether the Structure, or any part thereof, is being overloaded so as to cause undue or serious stress or strain on the Structure or any part thereof. The decision of the City shall be final and binding on the Licensee. If in the opinion of the City the stress or strain may endanger or injure the Structure, or any part thereof, Licensee agrees, at its sole cost, to immediately relieve the stress or strain by lightening the load, provide structural reinforcement in a manner satisfactory to City or install a replacement Structure. If any of Licensee's Network Equipment and facilities fails to meet applicable requirements, Licensee shall promptly, at its own cost, replace such equipment and facilities with compliant equipment and facilities.

n. Before issuance of a permit, proposals for small cell facilities attached to a structure in the right-of-way must demonstrate that the proposed small cell facilities will comply with all of the following:
    i. All work shall be done in a manner consistent with the City's Fiber Master Plan as adopted by the City Council on May 5, 2020, and as may be amended subsequently.
    ii. All fiber and electrical infrastructure shall be installed underground, except where connection may be made to preexisting, immediately adjacent overhead electrical, telephone, or other wire/fiber service via a service drop, unless technically infeasible. Applicants may not add new overhead electrical or fiber lines except when immediately adjacent to existing lines.
    iii. Except for Antennas and any Equipment necessary to screen said Antennas, all Equipment must be screened, unless technically infeasible. Whenever feasible, as determined by the Community Development Director, Equipment shall be installed in an underground vault. Underground vault vents must be flush to the ground. If an underground installation is infeasible, as determined by the Community Development Director, Equipment shall be attached to the Structure and screened from view, unless technically infeasible. Screening shall be accomplished in a manner consistent with the design of the Structure – in the case of decorative or architecturally enhanced street lights or other Structures, the screening shall incorporate design elements of the

existing Structure. Above-ground cabinets not mounted on a Structure are prohibited, unless approved by the Community Development Director.

iv. The small cell facilities Antenna(s) shall be screened with a solid, opaque covering that has been colored to blend with the structure upon which the facility is mounted and other streetscape or surrounding features. The covering shall be no larger than is reasonably necessary to fully enclose the antennas and shall not exceed twice the width of the existing structure immediately abutting the location where the small cell facility would be attached or increase the height of the Structure by more than 20%. When mounted on architecturally enhanced Structures (such as decorative street lights), the small cell facilities and its coverings shall be designed so that the aesthetic quality of the Structure has been preserved. For reasons of public safety, including routine and emergency maintenance, installation on any part of a Structure supporting signs or devices used to control or direct vehicle, pedestrian, or other traffic is prohibited.

v. If an applicant proposes to replace an existing Structure in order to accommodate a small cell facility, the new Structure shall match the height, width, appearance, and neighborhood characteristics of the original Structure. Any previous function of the previous structure (such as a street light) shall be incorporated into the replacement structure in accordance with current City standards.

vi. New Structures may not be constructed or utilized unless it is demonstrated conclusively by the Applicant that no existing structure can accommodate the small cell facilities, that replacement of the existing structure is infeasible, and that these regulations would otherwise “effectively prohibit” the provision of wireless service if the new Structure is not permitted. The height and width of the structure without the Antenna or covering shall be equal to the height and width of the nearest City street light mounted on a City-owned Structure. The new Structure shall also incorporate design elements of the existing nearby Structure in the design of the new Structure. Small cell facilities on new Structures shall meet the same design guidelines as those installed on existing structures.

vii. Wires and cables must enter Structures from below ground and must run inside the Structure. All electrical connections to the facilities shall be metered separately from City’s electrical service

and shall have a separate shut-off device located at the Structure which allows for power to be shut off to the small cell facilities without impacting any other operations of the Structure upon which the small cell facilities are mounted. City staff shall be provided access to this shut-off device so that power may be quickly shut off in an emergency situation.

viii. The installation shall not interfere with the public's use and enjoyment of the public right-of-way or the continued good functioning of existing subterranean infrastructure. Applications shall demonstrate that, at a minimum:

1. Applicant's proposal will allow parking and appurtenant door opening adjacent to the Structure.
2. Applicant's proposal will comply with all American Association of State Highway and Transportation Officials (AASHTO) sight distance requirements for the health, safety, and welfare of pedestrians and drivers.
3. Applicant's proposal will not block or interfere with the use, maintenance and/or repair of fire hydrants, street lights and other existing facilities.
4. Applicant's proposal will not restrict sidewalk access or parking when access panels and doors are open.
5. Applicant's proposal will comply with all state, federal and local regulations regarding Americans with Disability Act (ADA) accessibility, providing a minimum of four feet width for sidewalk pedestrians with a cross slope not to exceed 2%.

3. If an application is found to be incomplete or not in compliance with these regulations, City shall notify the applicant and provide a written list of the reasons for the finding(s) of incompleteness and/or noncompliance. The applicant may correct any identified deficiencies and resubmit the application for further review, upon which the City will again review the materials and either approve the application or provide notice as described above.

4. The City may issue to an Applicant a Site Permit for a small cell facility once it has been demonstrated to the satisfaction of the Community Development Department that the requirements specified herein have been met. Following this approval, the Applicant shall do the following:
   a. The Applicant shall provide contact information to the City for the construction and the ongoing operation of the site.

b. The Applicant shall pay to the City of Oxnard all required fees.
c. The Applicant shall perform the work at the site in a manner that enables City staff to inspect the work being performed. The Community Development Department shall specify in writing the inspections that need to be performed and shall cause these inspections to be performed. The Applicant or their representative shall notify the City when their work is ready for inspection. The Community Development Department may require additional funds to be paid if the work is of such quality as to necessitate a number of inspections that the Community Development Department deems to be excessive.
d. Upon completion of the small cell facilities, the Applicant shall provide to the City a radiofrequency study to verify that the proposed facility is operating in accordance with the standards set by federal law at the time of the study. If the study concludes that the radiofrequency emissions exceed federal standards for such emissions, the facility shall be shut down immediately and shall not resume operation until it is demonstrated to the satisfaction of the Community Development Department that the facility will operate in accordance with federal law.
e. In the event that these steps are not completed within six months of the issuance of the Site Permit, the Community Development Department may revoke the small cell facilities Site Permit.

5. The City may include in a small cell facilities Site Permit such conditions, in addition to those already set forth in state and federal law, as may be required to govern the construction, installation, or maintenance of small cell facilities in the Public Rights-of-Way, and to protect and benefit the public health, safety, and welfare. Such conditions may also govern the installation and use of equipment that is not located on a Structure, but that is deemed necessary for the use and maintenance of a permitted small cell facility.

6. If the Applicant believes that the application of any particular provision of these regulations to a particular application would have the impact of “effectively prohibiting” the provision of wireless service, the Applicant may appeal the denial of any application to the Director of the Community Development Department within ten days of such denial. This appeal shall include, in addition to the information included in the application, a narrative identifying the provision which allegedly has this impact, provides an analysis demonstrating why application of the provision would “effectively prohibit” the installation, and provides an analysis demonstrating that no reasonable alternative exists for the provision of wireless telecommunications service. The Community Development Department may

approve the application if it finds that the application of the provision to this particular location would “effectively prohibit” the provision of wireless services. The Community Development Department may request, and Applicant shall provide, any information deemed reasonably necessary by the Community Development Department to make an informed decision. Appeals shall be limited to determining whether the application of a particular provision of these regulations would “effectively prohibit” the provision of wireless service if enforced, and for no other claim or reason. The Community Development Director may deny the application if he/she finds that the Applicant has not successfully proven that the application of these regulations would “effectively prohibit” the provision of wireless services. The City may charge a fee to cover its actual costs in administering an appeal under this Section.

7. Applicant shall ensure the installation of small cell facilities meet conditions as may be required to control the construction, installation, maintenance, repair and removal of such facilities in a public right-of-way so as to protect and benefit the public health, safety, and welfare. The terms and conditions of any such permit issued shall be subject to these requirements and limited to those areas consistent with the City’s authority under applicable law. These conditions shall include, but not be limited to, the following:
    a. Normal and routine access to, and use, operation, maintenance and repair of small cell facilities that does not impact vehicle or pedestrian traffic patterns shall be considered as part of the permitted installation, and no new permit shall be required for any such access, use, operation, maintenance or repair.
    b. A new permit shall be required for upgrades, relocations, and/or modifications of the installed facilities, unless the City Engineer or his/her designee determines that such upgrade, relocation, and/or modification is minor, insignificant, and insubstantial. Permittee may replace approved Equipment with like-kind, similar Equipment, without obtaining a new permit if such like-kind, similar Equipment serves a substantially equivalent function, is the same or smaller in size, has the same or fewer number of antennas than approved by the City, and presents a substantially similar appearance to the Equipment it replaces. All modifications and replacements remain subject to these requirements and non-discretionary structural and safety codes.
    c. On an annual basis, the Applicant or their successor shall provide documentation demonstrating that insurance has been maintained on all small cell facilities (including Structures) in accordance with City specifications, as may be amended from time-to-time.

8. A permit for the installation of a small cell facilities may be transferred to a successor, assign, or affiliate of the permittee, provided that any transferee holds and provides evidence of all required FCC and any other required governmental approvals or licenses necessary to provide telecommunication services.

# Site Permit Process and Design Standards for Small Cell Facilities on Municipal Facilities

1. An application for a Site Permit for small cell facilities shall be deemed incomplete unless it includes all information deemed required by the Community Development Department to review the application. The Community Development Department shall prepare or cause to be prepared a detailed list of required information and shall make such list publicly available to facilitate the timely processing of applications.

   This material shall include, but is not necessarily limited to, the following:
   a. An application, in a form to be provided by the Community Development Department, that includes all requested information; and
   b. A map showing the location of the proposed small cell facility~~ies~~; and
   c. A photo showing the proposed location of the small cell facilities; and
   d. A photosimulation demonstrating that the small cell facilities will comply with the design standards described herein; and
   e. Documentation identifying the owner of the Structure and demonstrating that the small cell facilities conform to the design and co-location restrictions of the Structure owner(s).
   f. Construction details, including ~~a soils report and~~ a structural analysis signed by qualified Professional Engineer(s), demonstrating that the Structure will be structurally sound, as defined in these regulations, and will not have a significant risk of structural failure after installation of the small cell facilities; and
   g. Details regarding the connection of electrical and communications transmission lines to the site; and
   h. Details relating to any closures of roads or sidewalks that will be necessary due to the proposed construction; and
   i. A study demonstrating that the small cell facility's~~ies~~ ~~will not emit~~ radiofrequency emissions ~~that~~ will~~, either individually or cumulatively with other already installed telecommunications facilities, expose any member of the public to radiofrequency emissions in excess of those~~ be in compliance with ~~permitted under~~ FCC regulations; and
   j. Proof of insurance pursuant to City specifications as may be amended from time-to-time to defend, indemnify, and hold harmless the City for its facility, and name the City and its officers and employees as additional insured by endorsement and consistent with the adopted Master License Agreement; and
   k. Any applicable permit review fees as adopted by City Council.

2. The Community Development Department shall review the application to confirm compliance with City Ordinances and regulations. Small cell facilities (facility) shall be designed, installed and located so as to minimize adverse visual impacts and shall not contain advertising material of any kind. The facility must not cause severe negative visual impact as determined by the City. Installation of small cell facilities shall conform to the following minimum design standards:
    a. All wireless communication facilities shall not contain advertising material of any kind. ~~Small cell facilities (facility) shall be designed, installed and located so as to minimize adverse visual impacts and shall not contain advertising material of any kind. The facility must not cause severe negative visual impact as determined by the City.~~
    b. All wireless communication facilities shall be located entirely on the pole, unless technically infeasible.
    c. An antennae(s) ~~is recommended to~~shall be mounted on top of the pole with an antenna shroud.
    d. The antennae shroud shall not impinge the removal of the mast arm.
    e. If permitted by Southern California Edison (SCE) or the applicable utility provider and to the extent technically feasible, the facility power must be connected to a SCE or such utility provider smart meter.
    f. The SCE disconnect switch shall be attached to the pole at a minimum and a maximum height of 8 to 10 feet, respectively, above grade.
    g. The facility, including the antennae shroud and brackets, must match the color of the pole and the material must be constructed out of non-reflective materials.
    h. The facility must be high quality, safe, and fire resistant~~, modern in design and attractive in appearance~~.
    i. The facility must not interfere with City operations, i.e. sign and signal visibility, traffic signals and surveillance camera operations or systems communications.
    j. The facility must be designed in accordance with the requirements for streetlight facilities and appurtenances including hardware, corrosion protection, signs, and labels and matching finish.
    k. Small cell facilities shall be constructed of, painted, or otherwise treated with anti-graffiti materials, including, but not limited to, graffiti resistant paints or finishes. Graffiti on small cell facilities, including Structures and Equipment, shall be removed within forty-eight hours of being reported. All Structures shall have a decal or permanent sticker (maximum 6 square inches) with the small cell facilities operator's graffiti abatement contact information affixed. A pole identification number shall be installed where it can be easily visible.

l. Small cell facilities may not include any type of lighted signal, lights, or other illumination, except as required by federal or state law.

m. S~~oils and s~~tructural analysis shall be prepared and stamped by a qualified Professional Engineer. The analysis shall include plans and specifications that shall include, at a minimum, the size, weight, mounting method, method of providing electrical power (including placement of any cables), ~~estimated monthly electrical use, radiofrequency radiation~~, method of attaching to the Structure if required for electrical power, and compliance with manufacturer's specification for such Structure. Licensee shall not overload the structural member of any Structure so as to cause any undue or serious stress or strain to the Structure, or any part thereof, and shall demonstrate compliance with specifications issued by the manufacturer of such Structure, if applicable. The City shall have the right~~, at any time,~~ to make a determination whether the Structure, or any part thereof, is being overloaded so as to cause undue or serious stress or strain on the Structure or any part thereof. The decision of the City shall be final and binding on the Licensee. If in the opinion of the City the stress or strain may endanger or injure the Structure, or any part thereof, Licensee agrees, at its sole cost, to immediately relieve the stress or strain by lightening the load, provide structural reinforcement in a manner satisfactory to City or install a replacement Structure. If any of Licensee's Network Equipment and facilities fails to meet applicable ~~legal or City~~ requirements, Licensee shall promptly, at its own cost, replace such equipment and facilities with compliant equipment and facilities.

n. Before issuance of a permit, proposals for small cell facilities attached to a structure in the right-of-way must demonstrate that the proposed small cell facilities will comply with all of the following:

   i. All work shall be done in a manner consistent with the City's Fiber Master Plan as adopted by the City Council on May 5, 2020, and as may be amended subsequently.

   ii. All fiber and electrical infrastructure shall be installed underground, except where connection may be made to preexisting, immediately adjacent overhead electrical, telephone, or other wire/fiber service via a service drop, unless technically infeasible. Applicants may not add new overhead electrical or fiber lines except when immediately adjacent to existing lines.

   iii. Except for Antennas and any Equipment necessary to screen said Antennas, all Equipment must be screened, unless technically infeasible. Whenever feasible, as determined by the Community Development Director, Equipment shall be installed in an

underground vault. Underground vault vents must be flush to the ground. If an underground installation is infeasible, as determined by the Community Development Director, Equipment shall be attached to the Structure and screened from view, unless technically infeasible. Screening shall be accomplished in a manner consistent with the design of the Structure – in the case of decorative or architecturally enhanced street lights or other Structures, the screening shall incorporate design elements of the existing Structure. Above-ground cabinets not mounted on a Structure are prohibited, unless approved by the Community Development Director.

iv. The small cell facilities Antenna(s) shall be screened with a solid, opaque covering that has been colored to blend with the structure upon which the facility is mounted and other streetscape or surrounding features~~ to the extent feasible~~. The covering small be no larger than is reasonably necessary to fully enclose the antennas and shall not exceed twice the width of the existing structure immediately abutting the location where the small cell facility would be attached or increase the height of the Structure by more than 20%. When mounted on architecturally enhanced Structures (such as decorative streetlights), the small cell facilities and its coverings shall be designed so that~~, in the opinion of the Community Development Department,~~ the aesthetic quality of the Structure has been preserved. For reasons of public safety, including routine and emergency maintenance, installation on any part of a Structure supporting signs or devices used to control or direct vehicle, pedestrian, or other traffic is prohibited.

v. If an applicant proposes to replace an existing Structure in order to accommodate a small cell facility, the new Structure shall match the height, width, appearance, and neighborhood characteristics of the original Structure. Any previous function of the previous structure (such as a street light) shall be incorporated into the replacement structure in accordance with current City standards.

vi. New Structures may not be constructed or utilized unless it is demonstrated conclusively by the Applicant that no existing structure can accommodate the small cell facilities, that replacement of the existing structure is infeasible, and that these regulations would otherwise “effectively prohibit” the provision of wireless service if the new Structure is not permitted. The height and width of the structure without the Antenna or covering shall be

equal to the height and width of the nearest City street light mounted on a City-owned Structure. The new Structure shall also incorporate design elements of the existing nearby Structure in the design of the new Structure. Small cell facilities on new Structures shall meet the same design guidelines as those installed on existing structures.

vii. Wires and cables must enter Structures from below ground and must run inside the Structure. All electrical connections to the facilities shall be metered separately from City's electrical service and shall have a separate shut-off device located at the Structure which allows for power to be shut off to the small cell facilities without impacting any other operations of the Structure upon which the small cell facilities are mounted. City staff shall be provided access to this shut-off device so that power may be quickly shut off in an emergency situation.

viii. The installation shall not interfere with the public's use and enjoyment of the public right-of-way or the continued good functioning of existing subterranean infrastructure. Applications shall demonstrate that, at a minimum:

1. Applicant's proposal will allow parking and appurtenant door opening adjacent to the Structure.
2. Applicant's proposal will comply with all American Association of State Highway and Transportation Officials (AASHTO) sight distance requirements for the health, safety, and welfare of pedestrians and drivers.
3. Applicant's proposal will not block or interfere with the use, maintenance and/or repair of fire hydrants, street lights and other existing facilities.
4. Applicant's proposal will not restrict sidewalk access or parking when access panels and doors are open.
5. Applicant's proposal will comply with all state, federal and local regulations regarding Americans with Disability Act (ADA) accessibility, providing a minimum of four feet width for sidewalk pedestrians with a cross slope not to exceed 2%.

3. If an application is found to be incomplete or not in compliance with these regulations, City shall notify the applicant and provide a written list of the reasons for the finding(s) of incompleteness and/or noncompliance. The applicant may correct any identified deficiencies and resubmit the application for further review,

upon which the City will again review the materials and either approve the application or provide notice as described above.

4. The City may issue to an Applicant a Site Permit for a small cell facility once it has been demonstrated to the satisfaction of the Community Development Department that the requirements specified herein have been met. Following this approval, the Applicant shall do the following:
    a. The Applicant shall provide contact information to the City for the construction and the ongoing operation of the site.
    b. The Applicant shall pay to the City of Oxnard all required fees.
    c. The Applicant shall perform the work at the site in a manner that enables City staff to inspect the work being performed. The Community Development Department shall specify in writing the inspections that need to be performed and shall cause these inspections to be performed. The Applicant or their representative shall notify the City when their work is ready for inspection. The Community Development Department may require additional funds to be paid if the work is of such quality as to necessitate a number of inspections that the Community Development Department deems to be excessive.
    d. Upon completion of the small cell facilities, the Applicant shall provide to the City a radiofrequency study to verify that the proposed facility is operating in accordance with the standards set by federal law at the time of the study. If the study concludes that the radiofrequency emissions exceed federal standards for such emissions, the facility shall be shut down immediately and shall not resume operation until it is demonstrated to the satisfaction of the Community Development Department that the facility will operate in accordance with federal law.
    e. In the event that these steps are not completed within six months of the issuance of the Site Permit, the Community Development Department may revoke the small cell facilities Site Permit.

5. The City may include in a small cell facilities Site Permit such conditions, in addition to those already set forth in state and federal law, as may be required to govern the construction, installation, or maintenance of small cell facilities in the Public Rights-of-Way, and to protect and benefit the public health, safety, and welfare. Such conditions may also govern the installation and use of equipment that is not located on a Structure, but that is deemed necessary for the use and maintenance of a permitted small cell facility.

6. If the Applicant believes that the application of any particular provision of these regulations to a particular application would have the impact of “effectively prohibiting” the provision of wireless service, the Applicant may appeal the denial of any application to the Director of the Community Development Department within ten days of such denial. This appeal shall include, in addition to the information included in the application, a narrative identifying the provision which allegedly has this impact, provides an analysis demonstrating why application of the provision would “effectively prohibit” the installation, and provides an analysis demonstrating that no reasonable alternative exists for the provision of wireless telecommunications service. The Community Development Department may approve the application if it finds that the application of the provision to this particular location would “effectively prohibit” the provision of wireless services. The Community Development Department may request, and Applicant shall provide, any information deemed reasonably necessary by the Community Development Department to make an informed decision. Appeals shall be limited to determining whether the application of a particular provision of these regulations would “effectively prohibit” the provision of wireless service if enforced, and for no other claim or reason. The Community Development Director may deny the application if he/she finds that the Applicant has not successfully proven that the application of these regulations would “effectively prohibit” the provision of wireless services. The City may charge a fee to cover its actual costs in administering an appeal under this Section.

7. The Applicant shall ensure the installation of small cell facilities meet conditions as may be required to control the construction, installation, maintenance, repair and removal of such facilities in a public right-of-way so as to protect and benefit the public health, safety, and welfare. The terms and conditions of any such permit issued shall be subject to these requirements and limited to those areas consistent with the City’s authority under applicable law. These conditions shall include, but not be limited to, the following:
    a. Normal and routine access to, and use, operation, maintenance and repair of small cell facilities that does not impact vehicle or pedestrian traffic patterns shall be considered as part of the permitted installation, and no new permit shall be required for any such access, use, operation, maintenance or repair.
    b. A new permit shall be required for upgrades, relocations, and/or modifications of the installed facilities, unless the City Engineer or his/her designee determines that such upgrade, relocation, and/or modification is minor, insignificant, and insubstantial. Permittee may replace approved Equipment with like-kind, similar Equipment, without obtaining a new

permit if such like-kind, similar Equipment serves a substantially equivalent function, is the same or smaller in size, has the same or fewer number of antennas than approved by the City, and presents a substantially similar appearance to the Equipment it replaces. All modifications and replacements remain subject to these requirements and non-discretionary structural and safety codes.

c. On an annual basis, ~~Each year, at an interval to be specified by the City,~~ the Applicant or their successor shall provide documentation demonstrating that insurance has been maintained on all small cell facilities (including Structures) in accordance with City specifications, as may be amended from time-to-time. ~~Requirements for insurance coverage shall be determined by the City Attorney's Office, who shall make such requirements publicly available.~~

8. A permit for the installation of a small cell facilities may be transferred to a successor, assign, or affiliate of the permittee, provided that any transferee holds and provides evidence of all required FCC and any other required governmental approvals or licenses necessary to provide telecommunication services.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ADOPT A STANDARD MASTER LICENSE AGREEMENT FOR WIRELESS INSTALLATION ON MUNICIPAL FACILITIES AND SITE PERMIT PROCESS AND DESIGN STANDARDS FOR SMALL CELL FACILITIES ON MUNICIPAL FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

WHEREAS, the City of Oxnard desires to comply with all mandates regarding public utilities as imposed upon it by state and federal law; and

WHEREAS, on October 15, 2018, the Federal Communications Commission (FCC) published an Administrative Order in the Federal Register, declaring that small cell wireless facilities (SWFs) are permitted by right on City-owned property in the public right-of-way (ROW), subject to the requirements of the FCC's Administrative Order and "reasonable" City regulations and fees; and

WHEREAS, the FCC's Administrative Order: 1) reiterates existing law which states that Cities may not take any action which would "prohibit or have the effect of prohibiting" the development of wireless networks; 2) finds that allowing attachment of SWFs to publicly owned assets in the ROW with a Master Lease Agreement (MLA) avoids an effective prohibition of broadband deployment; and 3) specifies that any regulations be made publicly available prior to any applications for permits; and

WHEREAS, in order to maintain an aesthetically pleasing community environment, protect the safety and welfare of Oxnard residents, minimize degradation of the residential character of neighborhoods, and require the best available design to eliminate visual impacts while ensuring that adequate public services and facilities are constructed to accommodate the needs of Oxnard residents, the city of Oxnard chooses to use its police power and land use planning authority to regulate SWFs, and establishes a standard MLA and Site Permit Process and Design Standards for Small Cell Facilities on Municipal Facilities (Design Standards) to enter with a telecommunications equipment installer; and

WHEREAS, the City's public ROW are a uniquely valuable public resource, closely linked with the City's character, making the MLA and Design Standards of wireless installations in the public ROW necessary to protect and preserve the aesthetics in the community; and

WHEREAS, being authorized to do so, the City wishes to establish design and development standards applicable to wireless installations in the public ROW; and

WHEREAS, it is in the public interest for the City to establish reasonable, uniform, and comprehensive design and development standards for the installation of wireless facilities; and

WHEREAS, the City of Oxnard wishes to protect and preserve the quality of the life throughout the City, through effective land use and planning; and

WHEREAS, the design and requirements would provide greater direction and assure a degree of consistency in wireless facility design and configuration; and

WHEREAS, on March 23, 2021, the Public Works and Transportation Committee of the City of Oxnard ("Committee") reviewed the standard MLA and to regulate SWF (the "Project"); and

WHEREAS, the Committee voted 3-0 to recommend to the City Council adoption of the MLA and accompanying documents, inclusive of the Design Standards; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) the MLA, inclusive of the Design Standards, are exempt from CEQA pursuant to Section 15303 (New Construction or Conversion of Small Structures) as the MLA would facilitate installation of small new equipment and facilities to City owned municipal facilities such as street lights and traffic signals. Additionally, the Telecommunications Act of 1996 establishes specific thresholds and guidelines for wireless radio frequency emission levels that are acceptable by the FCC. The Act expressly prohibits local governments from regulating personal wireless service facilities on the basis of the environmental effects of radio frequency emissions. The Federal government has assumed jurisdiction in this area and MLA participants will have licenses with the Wireless Telecommunications Bureau. The MLA, inclusive of the Design Standards have no potential to cause any effect on the environment; therefore, CEQA does not apply to this project pursuant to CEQA Guidelines Section 15061; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The recitals above are each incorporated by reference and adopted as findings of the City Council.

SECTION 2. The City Council, in accordance with CEQA, determines that the MLA, inclusive of the Design Standards, are exempt from CEQA pursuant to Section 15303 (New Construction or Conversion of Small Structures).

SECTION 3. Based on the findings set forth herein, the City Council of the City of Oxnard adopts the standard Master License Agreement, inclusive of the Site Permit Process and Design Standards for Small Cell Facilities on Municipal Facilities attached to this Resolution as follows:

Attachment A: Master License Agreement
- Exhibit 1: Defined Terms
- Exhibit 2: Form of Site Permit
- Exhibit 3: Pole Locations/ License Area
- Exhibit 4: Form of Acknowledgment Letter

Attachment B: Site Permit Process and Design Standards for Small Cell Facilities on Municipal Facilities

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Oxnard on this 20th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

_____
John Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

# Master License Agreement For Wireless Installations on Municipal Facilities

Isidro Figueroa, Principal Planner
Scott Kolwitz, Planning Manager
Vyto Adomaitis, Community Development Director

**City Council Meeting**
**July 20, 2021**

CITY OF OXNARD CALIFORNIA

# Background



- Wireless technology evolving rapidly.
- New technology will require the upgrade to existing facilities and construction of new facilities to include:
  - Numerous small cell facilities located in the public right-of-way on existing infrastructure such as street lights and traffic signals.

# Background



- Local government's authority regarding the regulation of wireless deployment is restrained by Federal and State mandates and laws:
  - State passed legislation that allows applications to be "deemed granted" if a City fails to make a determination in the time limits set by the Federal Communications Commission (FCC) shot-clocks
  - City may not regulate wireless facilities on the basis of radio frequency (RF) emissions if facilities comply with the FCC's emissions regulations
  - City retains some discretion over aesthetic placement of cellular telecommunications facilities

# FCC Administrative Order- October 15, 2018



- Cities cannot “prohibit or have the effect of prohibiting” the development of wireless networks.
- The City must treat all wireless service providers equally -
  - ➢ Establishing a Master License Agreement (MLA) to ensure this.
- Cities must allow wireless communications companies to use City infrastructure and must allow wireless telecommunications companies to construct new infrastructure in the right-of-way.
- Order took effect January 2019 - City has negotiated MLA w/ AT&T; T-Mobile & Verizon (carriers).

# Purpose of Master License Agreement



- Master License Agreement (MLA)
  - Comprehensive document that contains uniform terms and conditions applicable to all small cell facilities installed on City municipal facilities
  - Establishes the procedures for issuance of a license to use City municipal facilities (i.e. street lights, traffic signals, other right-of-way structures)
- Staff has collaboratively negotiated MLA and Design Standards with the carriers

# MLA - 4G & 5G Small Cell Facilities Examples

# MLA



- MLA establishes one set of rules and procedures for issuance of a license to use City municipal facilities.
- Site Permits issued pursuant to the MLA would identify the licensed municipal facility and contain detailed exhibits for the site plans, insurance documentation, surety, and other materials that are unique to the site.
- Cities must process all applications received within:
  - 60 days of application for equipment mounted on existing structures
  - 90 days for the construction of new structures
- Providers benefit by reducing costs associated with negotiating individual City municipal facilities licenses and allowing deployment of small cell facilities with a streamlined process.

# MLA Key Components



- **Term**- Ten (10) years.
- **Fees**- $270.00 per Wireless Installation located in the City's right-of-way (ROW) for each year of the Site Permit term.
  - Automatic annual fee escalator linked to the Bureau of Labor Statistics published Consumer Price Index for the Los Angeles/Long Beach/Anaheim metro area
- **Construction**- Licensee shall comply with all applicable Laws related to the construction, installation, operation, maintenance, and repair of Licensee's Wireless Installations installed in the ROW and on Municipal Facilities.
- **Operations and Maintenance**- Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee equipment installed pursuant to the MLA shall not damage or interfere in any way with City property and operations or the operations of prior-existing, third party installations.

# Design Standards



- Proposed Design Standards establish design standards intended to minimize the aesthetic impacts of these small cell facilities without “effectively prohibiting” the provision of wireless service.
  - Application for a Site Permit
  - Require design standards that will minimize adverse visual impacts
  - Ensure the installation of small cell facilities protect and benefit the public health, safety, and welfare.

# Environmental Review



- MLA, inclusive of the Design Standards are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 (New Construction or Conversion of Small Structures)as the MLA would facilitate new equipment on City facilities (i.e. street lights).

# Public Works and Transportation Committee



- Public Works and Transportation Committee (Committee) reviewed the MLA/Design Standards on March 23, 2021
- One carrier requested consideration of MLA/ Design Standards be continued to a future meeting to allow the carrier to continue negotiating terms with the City
- Committee recommended, with a 3-0 vote, to move the items forward to City Council for consideration with the following direction:
  - Schedule an additional stakeholder meeting with the carriers to consider modifications to the Design Standards prior to the City Council review of the MLA/Design Standards
  - Return to the Committee if significant changes were made to the MLA and accompanying documents that would alter the original intent of the MLA or Design Standards

# Stakeholder Meeting - May 20, 2021



- Staff provided a detailed explanation to carriers of the reasoning for accepting or declining carrier proposed modifications
- Staff agreed to make modifications that provide:
  - Internal consistency within the document;
  - Make appropriate references to the MLA;
  - Include an automatic annual fee escalator linked to the Bureau of Labor Statistics published Consumer Price Index for the Los Angeles/Long Beach/Anaheim metro area;
  - Provide clarification of requirements and decision making authority; and
  - Eliminate redundancies
- Changes are minor and do not alter the original intent of the MLA/ Design Standards consistent with the Committee's direction

# Recommendation



That the City Council Approve a resolution for the MLA, inclusive of the Site Permit Process and Design Standards, for Wireless Installation on Municipal Facilities.

CITY OF OXNARD CALIFORNIA

# End of Presentation

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.3**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

**SUBJECT:** Introduction of an Ordinance Amending Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal of the Oxnard City Code. (0/10/10)

## RECOMMENDATION

That the City Council approve the first reading by title only and waive further reading of an ordinance amending Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

• 19-3 Abbreviations;
• 19-4 Definitions;
• 19-25 Prohibited; discharge standards;
• 19-26 Local limits;
• 19-36 Additional pretreatment measures;
• 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
• 19-51 Industrial wastewater discharge permit requirements

(Public Works and Transportation Committee approved 3-0).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/JpoexeCNk1M

## BACKGROUND

Oxnard Wastewater Treatment Plant (OWTP) National Pollutant Discharge Elimination System (NPDES) permit requires local limits and other discharge prohibitions. Local limits are restrictions placed on industrial users or other nondomestic sources that discharge wastewater into the Oxnard wastewater collection system. Local limits set maximum limits for certain pollutants in wastewater discharged into the system by nondomestic sources. They are technically developed limits for pollutants that could cause interference, pass through, sludge contamination, recycled water contamination, or worker health and safety problems if discharged in excessive concentrations.

Oxnard's local limits were last evaluated in 1999. Due to many factors including the addition of the Advanced Water Purification Facility (AWPF), the planned implementation of the Aquifer Storage and Recovery and the indirect potable reuse program the current local limits are inadequate.

Furthermore, requirements in the NPDES permit state that "the Permittee shall evaluate whether its pretreatment local

limits are adequate to meet the requirements of this Order and shall submit a written technical report as required. The Permittee shall submit revised local limits to the Regional Water Board and USEPA for approval, as necessary."

**DISCUSSION**

In 2015, the City initiated a technical local limits report as required per the NPDES permit. On November 15, 2017, the City of Oxnard submitted the Final Draft Local Limits Evaluation Report to the Regional Water Quality Control Board. On December 14, 2017, the City received tentative approval of the report.

Following Regional Board approval, the City held workshops in May of 2018 with existing permitted industries to present the new local limits. Participants voiced several concerns during the meeting and other following meetings. As a result, the City extended the local limits implementation period to enable additional studies, outreach, and stakeholder input.

Based on the additional study results, City staff met again with stakeholders in October and November of 2019 to discuss additional findings and recommendations. In addition, the City met with the Oxnard Chamber of Commerce to explain changes to the initial study requirements based on industry input.

The following table summarizes the changes to existing local limits:

| Pollutant | Existing Local Limit | New Local Limit |
|---|---|---|
| Ammonia | -- | 57 mg/L |
| Arsenic | 3 mg/L | 0.13 mg/L |
| Biochemical Oxygen Demand | 800 mg/L | 800 mg/L |
| Cadmium | 2.3 mg/L | 0.013 mg/L |
| Chloride | -- | 9,205 mg/L |
| Chromium | 3 mg/L | 0.44 mg/L |
| Copper | 3 mg/L | 2.02 mg/L |
| Hydrogen Sulfide (dissolved) | 0.5 mg/L | 0.34 mg/L |
| Lead | 2.3 mg/L | 0.97 mg/L |
| Mercury | 0.05 mg/L | 0.05 mg/L |
| Molybdenum | -- | 1.50 mg/L |
| Nickel | 3 mg/L | 0.138 mg/L |
| Oil and Grease (vegetable) | 250 mg/L | 250 mg/L |
| Oil and Grease (mineral) | 100 mg/L | 100 mg/L |
| Selenium | -- | 0.49 mg/L |
| Silver | 1 mg/L | 0.056 mg/L |
| Total Suspended Solids | 1,000 mg/L | 1,000 mg/L |
| Zinc | 3 mg/L | 1.06 mg/L |

In addition, the new ordinance includes regulations related to the following:

● Amalgam, Boron*, Gross Beta, Total Dissolved Solids (TDS)*, pH, Organic Solvents

● Oil and gas waste - Prohibited

● Dental facilities are required to obtain an Industrial Wastewater Discharge Permit

* Site specific limits will be developed for existing customers

## STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

## FINANCIAL IMPACT

There is no direct financial impact to this approval.

## COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 22, 2021 to approve the staff recommendation and to forward the item for Council approval.

*Prepared by: Jan Hauser, Wastewater Division Manager*

## ATTACHMENTS

1. Chapter 19 Ordinance Updated - Local Limits
2. Chapter 19 Ordinance_Tracked Changes
3. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 19 OF THE OXNARD CITY CODE TO UPDATE LOCAL LIMIT REGULATIONS

WHEREAS, the City of Oxnard (City) owns and operates a municipal wastewater treatment facility; and

WHEREAS, the federal Clean Water Act and associated regulations require publicly owned treatment works to implement a federally approved Industrial Pretreatment Program (IPP); and

WHEREAS, the City of Oxnard Wastewater Treatment Plant (OWTP) has previously submitted the IPP and received federal approval; and

WHEREAS, the OWTP National Pollutant Discharge Elimination System (NPDES) permit requires review of the IPP every 5-year permit term; and

WHEREAS, the City completed a Draft Local Limits Evaluation Report in 2017; and

WHEREAS, the Draft Local Limits Evaluation Report was approved by the Los Angeles Regional Water Board on December 14, 2017; and

WHEREAS, the approved Draft Local Limits Evaluation Report recommended updates to the existing Local Limits; and

WHEREAS, local limits have the purpose of protections the city's water quality, infrastructure and public health and are managed through Industrial Wastewater Discharge (IWD) permits; and

WHEREAS, the new local limits have been presented and discussed with the City's impacted industry; and

WHEREAS, the City addressed permitted industries concerns about implementation of the new Local Limits; and

WHEREAS, the permitted industries concurred with the proposed implementation of the new Local Limits; and

WHEREAS, the adoption of this ordinance is exempt from provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15307 and 15308 of the State CEQA Guidelines.

NOW, THEREFORE, the city council of the City of Oxnard does hereby find as follows:

1. The adoption of this ordinance is exempt from CEQA within the meaning of section 15307 and 15308.
    a. Both class 7 and class 8 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.
    b. The purpose of the proposed project is to protect water resources by prohibiting oil and gas waste streams being discharged to the City of Oxnard's Wastewater Treatment Plant (OWTP).
    c. The federal Environmental Protection Agency (EPA) has already banned certain unconventional oil and gas waste streams from disposal at Publicly Owned Treatment Works (POTW) under 40 C.F.R §§ 435.33, 435.34.
    d. Currently, the City does not have or accept any (treated or untreated) oil and gas wastewater streams at the OWTP.
    e. Therefore, the proposed change to the local ordinance would not require any foreseeable change to the environment by requiring any existing oil and gas discharger(s) to change their practices and/or build new facilities.
    f. The change in the ordinance will ensure that the existing conditions will be maintained into the future.
    g. Any future development of facilities needed for disposal of oil and gas wastewater streams is too speculative at this time to predict and would require its own environmental analysis and permitting requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. Chapter 19 Article I, Division 1 of the Oxnard City Code is hereby amended, and

Section 19-3 and Section 19-4 are added to read as follows:

**"DIVISION 1. GENERAL PROVISIONS"**

**SEC. 19-3. ABBREVIATIONS.**

For purposes of this article, the following abbreviations, shall have the designated meanings:

(A) BOD - Biochemical Oxygen Demand;

(B) BMP - Best Management Practice;

(C) BMR - Baseline Monitoring Report;

(D) CASA – California Association of Sanitary Agencies

(E) CFR - Code of Federal Regulations;

(F) CIU - Categorical Industrial User;

(G) COD - Chemical Oxygen Demand;

(H) DIU - Dental Industrial User

(I) EPA - U.S. Environmental Protection Agency;

(J) gpd - Gallons per Day;

(K) IU - Industrial User;

(L) IWD - Industrial Wastewater Discharge;

(M) LC50 - Lethal Concentration for 50 Percent of the Test Organisms;

(N) L - Liter;

(O) MAIL - Maximum Allowable Industrial Loading

(P) mg - Milligrams, mg/L - Milligrams per Liter;

(Q) NPDES - National Pollutant Discharge Elimination System;

(R) NSCIU - Non-Significant Categorical Industrial User;

(S) O&M - Operation and Maintenance;

(T) POTW - Publicly Owned Treatment Works

(U) RCRA - Resource Conservation and Recovery Act;

(V) SIC - Standard Industrial Classification;

(W) SIU - Significant Industrial User;

(X) SNC - Significant Noncompliance;

(Y) SWDA - Solid Waste Disposal Act (42 USC Sections 6901 *et seq.*);

(Z) TDS - Total Dissolved Solids;

(AA) TOMP – Toxic Organics Management Plan

(BB) TSS - Total Suspended Solids;

(CC) TTO - Total Toxic Organics; and

(DD) USC - United States Code.

(`64 Code, Sec. 25-3) (Ord. No. 2494, 2761)

**SEC. 19-4. DEFINITIONS.**

For the purposes of this article, the following words shall have the following meanings:

(A) ACT - The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC Sections 1251 *et seq.*

(B) APPROVAL AUTHORITY - California State Water Resources Control Board or Regional Water Quality Control Board, Los Angeles Region.

(C) AUTHORIZED REPRESENTATIVE OF THE USER -

(1) If the user is a corporation, a responsible corporate officer. For the purpose of this paragraph, a responsible corporate officer means:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, State, or local government entity, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

(4) A duly authorized representative of the individual designated in subsections (1), (2), or (3) of this subsection (C) if:

(a) The authorization is made in writing by the individual described in paragraph (1), (2), or (3);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) The written authorization is submitted to the city.

(D) BIOCHEMICAL OXYGEN DEMAND (BOD) - Quantity of oxygen utilized in the biochemical oxidation of organic material under standard laboratory procedures for 5 days at 20 degrees centigrade, usually expressed as a concentration such as mg/l.

(E) BEST MANAGEMENT PRACTICES (BMPs) - The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 19-25(A) and (B) [40 CFR 403.5(a)(1) and (b)] including treatment requirements, operating procedures, practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage and also including alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

(F) BUILDING SEWER - A sewer conveying wastewater from the premises of a person to the public sewer, private sewer, individual wastewater disposal system or other approved point of disposal.

(G) BYPASS - The intentional diversion of waste and/or wastewater from any portion of a user's pretreatment facility.

(H) CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 USC Section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471, incorporated herein by reference.

(I) CATEGORICAL INDUSTRIAL USER - An industrial user subject to a categorical pretreatment standard or categorical standard.

(J) [CITY] - The City of Oxnard or the City Council of Oxnard.

(K) CITY MANAGER - The Oxnard City Manager or their designee.

(L) CHEMICAL OXYGEN DEMAND (COD) - A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

(M) COLOR - The optical density at visual wavelength of maximum absorption, relative to distilled water in which 100% transmittance is equivalent to zero optical density.

(N) COMPLIANCE SCHEDULE - A schedule containing increments of progress, in the form of dates, for the commencement and completion of major events leading to the construction and operation of pretreatment equipment and/or systems required for the user to meet applicable pretreatment standards.

(O) COMPOSITE SAMPLE - The sample resulting from the combination of individual wastewater samples taken at selected intervals, based on an increment of either flow or time.

(P) CONNECTION - The part of any sewer extending from a sewer main in a public easement or right-of-way to private property for exclusive use of the property.

(Q) CONTROL AUTHORITY - The city.

(R) COOLING WATER - The water discharged from any use, including but not limited to, air conditioning, cooling or refrigeration units to which the only pollutant added is heat.

(S) DAILY MAXIMUM - The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

(T) DAILY MAXIMUM LIMIT - The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(U) DENTAL INDUSTRIAL USER also known as a DENTAL DISCHARGER - A facility where the practice of dentistry is performed that discharges wastewater to a publicly owned treatment works (POTW), including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by Federal, state or local governments.

(V) DISCHARGE - The discharge or the introduction of pollutants into the system by a person.

(W) DOMESTIC WASTEWATER - Human excrement and gray water from such uses as household showers and dish washing.

(X) ENVIRONMENTAL PROTECTION AGENCY (EPA) - The U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, or other duly authorized official.

(Y) EXISTING SOURCE - Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(Z) FEE - Any charge assessed to a person associated with the use, or continued use, of any portion of the system and includes, but is not limited to, a charge for connection or tap for new customers; monthly sewer service; IWD permit; excess capacity connection; wastewater treatment; excessive wastewater strength; laboratory testing; waste hauler's permit; oversize sewer; and noncompliance.

(AA) FOOD ESTABLISHMENT - Any facility engaged in the preparation of food products for sale. A facility engaged in the sale of food products that are wholly prepared off-site is not included within this definition.

(BB) FORMULA USERS - Those users who are regulated under the IWD permit system and billed according to a formula based on the measured or set strength and volume of their

(CC) GARBAGE - The putrescible animal and vegetable wastes resulting from the handling, preparation and consumption of foods.

(DD) GRAB SAMPLE - A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

(EE) GRAVITY SEPARATION DEVICE - A device designed, constructed, and operated for the purpose of retaining sand, silt, grit, mineral material, and oil by gravity-differential separation from wastewater.

(FF) GREASE - A varied group of compounds having the common properties of immiscibility with water and a specific gravity lower than water as determined by appropriate procedures set forth in 40 CFR Part 136.

(GG) GREASE INTERCEPTOR or INTERCEPTOR - A device of at least 750 gallon capacity designed, constructed, and operated to separate and retain grease while permitting the wastewater to be discharged into the system.

(HH) GROUND GARBAGE - The residue from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in a public sewer, with no particle greater than 1/2-inch in any dimension.

(II) HOLDING TANK WASTEWATER - Any wastewater from holding tanks including, but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(JJ) INDIRECT DISCHARGE - The introduction of pollutants into the system from any non-domestic source regulated under Section 307 (b), (c), or (d) of the Act.

(KK) INDUSTRIAL USER - Any producing, manufacturing, processing, institutional, commercial, agricultural or similar person that discharges, directly or indirectly, wastewater into the system that is solid, liquid or gaseous waste and contains pollutants different from, or stronger than, or with constituents other than those defined for domestic wastewater.

(LL) INDUSTRIAL WASTEWATER - Any non-domestic, liquid byproduct produced as a result of business operations, whether treated or untreated, which is discharged into or permitted to enter the POTW .

(MM) INDUSTRIAL WASTEWATER DISCHARGE PERMIT or PERMIT or IWD PERMIT - A conditionally written authorization to allow a user to utilize the system for the discharge of industrial wastewater.

(NN) INSTANTANEOUS MAXIMUM DISCHARGE LIMIT - The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(OO) INTERFERENCE - A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the system, its treatment processes or operations or its biosolids processes, use or disposal, and that is therefore a cause of a violation of the city's NPDES permit or of the prevention of biosolids use or disposal in compliance with all applicable federal, State, or local regulations, including but not limited to: Section 405 of the Act, the SWDA, including Title II, commonly referred to as RCRA, any and all federal and State clean air acts, the Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act.

(PP) LOCAL LIMIT - Specific discharge limits developed and enforced by [the City] upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

(QQ) MASS EMISSION RATE - The weight of material discharged to the system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

(RR) MAXIMUM ALLOWABLE INDUSTRIAL LOADING (MAIL) - The maximum loading of a pollutant that can be received at a POTW's headworks from all permitted industrial users and other controlled sources without causing pass through or interference.

(SS) MEDICAL WASTE - Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(TT) MONITORING FACILITIES - An approved opening to a building sewer for the purpose of inspection, sampling and/or flow measurement.

(UU) MONTHLY AVERAGE - The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(VV) MONTHLY AVERAGE LIMIT - The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(WW) MUNICIPAL WASTEWATER SYSTEM or SYSTEM - A "treatment works," as defined by Section 212 of the Act, owned by the city and includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of wastewater (domestic or industrial) and any conveyances which convey wastewater to the treatment plant.

(XX) NARRATIVE STANDARD OR NARRATIVE LIMIT – Any statement of prohibition or condition on a discharge established in this ordinance that is not a local limit. Narrative standards include, but are not limited to prohibited discharge standards and best management practices.

(YY) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - A permit issued pursuant to Section 402 of the Act.

(ZZ) NATIONAL PROHIBITIVE DISCHARGE STANDARD or PROHIBITIVE DISCHARGE STANDARD - Any regulation developed under the authority of Section 307(b) of the Act.

(AAA) NEW SOURCE -

(1) Any building structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge or pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located and results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subdivisions (1)(b) or (1)(c) above, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source, as defined under this subsection, has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous on-site construction program:

1. Any placement, assembly, or installation of facilities or equipment; or

2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(BBB) NONCONTACT COOLING WATER - Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

(CCC) PASS THROUGH - A discharge that exits the system into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation.

(DDD) PERSON - Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns; and including all federal, State and local governmental entities.

(EEE) pH - A measure of the acidity or alkalinity of a substance, expressed in standard units.

(FFF) POLLUTANT - Dredged spoil, solid waste, incinerator residue, filter backwash, domestic wastewater, garbage, sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharge equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes and certain characteristics of the wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(GGG) PRETREATMENT or TREATMENT - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the system. Such pretreatment or treatment can be accomplished by physical, chemical, biological processes, or by other means, with the exception of diluting the concentration of the pollutant unless allowed by an applicable pretreatment standard.

(HHH) PRETREATMENT FACILITY - Any works or device for the treatment or flow limitation of domestic wastewater, liquid waste, industrial waste or industrial wastewater prior to discharge into the system.

(III) PRETREATMENT REQUIREMENTS - Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(JJJ) PRETREATMENT STANDARDS or STANDARDS - Prohibited discharge standards, categorical pretreatment standards, and/or local limits.

(KKK) PRIVATE SEWER - A sewer, other than a connection, laid by a person to serve one or more buildings, so as to connect a building to a public sewer and irrespective of whether the sewer is constructed on public or private property.

(LLL) PRIVATE WASTEWATER DISPOSAL SYSTEM - A septic tank with the effluent discharging into a subsurface disposal field, into one or more seepage pits or into a combination of subsurface disposal field and seepage pit or other wastewater holding facilities.

(MMM) PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGE - Absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 19-25 of this article.

(NNN) PUBLICLY OWNED TREATMENT WORKS (POTW) - A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

(OOO) RADIOACTIVE MATERIAL - Material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays or energy forms in excess of normal background radiation.

(PPP) SEEPAGE PIT - A lined excavation in the ground which receives the discharge of a septic tank and is designed to permit the effluent from the septic tank to seep through its bottom and side.

(QQQ) SEPTAGE - Any domestic wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(RRR) SEPTIC TANK - A watertight receptacle which receives the domestic wastewater discharge of a building and is designed and constructed to separate solids from the liquid, digest organic matter through a period of detention and allow the liquid to discharge into the soil outside of the tank through a system of open joint or perforated piping or a seepage pit.

(SSS) SETTLEABLE SOLIDS - Any solid that will settle out of a liquid in a specified interval of time as determined by appropriate procedures set forth in 40 CFR 136.

(TTT) SEWAGE - Human excrement and gray water (household showers, dishwashing operations, etc.).

(UUU) SEWER - A pipe or conduit together with appurtenances for carrying wastewater.

(VVV) SIGNIFICANT CHANGE - Plus or minus 25% in an industrial user's typical discharge pattern, flow rate, peak flow rate, constituents, concentration of constituents or characteristics.

(WWW) SIGNIFICANT INDUSTRIAL USER -

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(a) Discharges an average of 10,000 gpd or more of industrial wastewater to the system;

(b) Contributes a waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the system; or

(c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the system's operation or for violating a pretreatment standard or requirement.

(3) The [City] may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(a) The industrial user, prior to [City's] finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b) The industrial user annually submits the certification statement required in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The industrial user never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subdivision (2) above has no reasonable potential for adversely affecting the system operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(XXX) SLUG LOAD or SLUG DISCHARGE - Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in this chapter. A slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTWs regulations, local limits or permit conditions.

(YYY) STANDARD INDUSTRIAL CLASSIFICATION (SIC) - A classification pursuant to the Standard Industrial Classification Manual, latest edition, issued by the U.S. Office of Management and Budget.

(ZZZ) STANDARD METHODS - Standard Methods for the Examination of Water and Wastewater, latest edition, published by American Water Works Association, Water Environment Association, and the American Public Health Association, 1015 18th Street, NW, Washington, D.C. 20036.

(AAAA) STANDARD SPECIFICATIONS - The current edition of standards and requirements relating to size, quantity, quality and performance, including standard drawing, as detailed and made available by the city.

(BBBB) STATE - State of California.

(CCCC) STORM WATER - Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelts.

(DDDD) SUSPENDED SOLIDS - The total suspended matter in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(EEEE) TOTAL DISSOLVED SOLIDS - The solid matter in solution in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(FFFF) TOXIC ORGANICS MANAGEMENT PLAN – A strategy for keeping track of all solvents delivered to a site, their storage, use, and disposal. This includes keeping spent solvents segregated from other process wastewaters to maximize the value of the recoverable solvents, to avoid contamination of other segregated wastes, and to prevent the discharge of toxic organics to any wastewater collection system or the environment. The plan should describe measures to control spills and leaks and to ensure that there is no deliberate dumping of solvents. Also known as a *solvent management plan*.

(GGGG) TOTAL TOXIC ORGANICS - The summation of all quantifiable values greater than 0.01 milligrams per liter, subject to the local limits established pursuant to section 19-26 of this article, for the following toxic organics: Acenaphthene, Acrolein, Acrylonitrile, Benzene, Benzidine, Carbon tetrachloride (tetrachloromethane), Chlorobenzene, 1,2,4-trichlorobenzene, Hexachlorobenzene, 1,2-dichloroethane, 1,1,1-trichloroethane, Hexachloroethane, 1,1-dichloroethane, 1,1,2-trichloroethane, 1,1,2,2-tetrachloroethane, Chloroethane, Bis (2-chloroethyl) ether, 2-chloroethyl vinyl ether (mixed), 2-chloronaphthalene, 2,4,6-trichlorophenol, Parachlorometa cresol, Chloroform (trichloromethane), 2-chlorophenol, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 3,3-dichlorobenzidine, 1,1-dichloroethylene, 1,2-trans-dichloroethylene, 2,4-dichlorophenol, 1,2-dichloropropane, 1,3-dichloropropylene (1,3-dichloropropene), 2,4-dimethylphenol, 2,4-dinitrotoluene, 2,6-dinitrotoluene, 1,2-diphenylhydrazine, Ethylbenzene, Fluoranthene, 4-chlorophenyl phenyl ether, 4-bromophenyl phenyl ether, Bis (2-chloroisopropyl) ether, Bis (2-chloroethoxy) methane, Methylene chloride (dichloromethane), Methyl chloride (chloromethane), Methyl bromide (bromomethane), Bromoform (tribromomethane), Dichlorobromomethane, Chlorodibromomethane, Hexachlorobutadiene, Hexachlorocyclopentadiene, Isophorone, Naphthalene, Nitrobenzene, 2-nitrophenol, 4-nitrophenol, 2,4-dinitrophenol, 4,6-dinitro-o-cresol, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitrosodi-n-propylamine, Pentachlorophenol, Phenol, Bis (2-ethylhexyl) phthalate, Butyl benzyl phthalate, Di-n-butyl phthalate, Di-n-octyl phthalate, Diethyl phthalate, Dimethyl phthalate, 1,2-benzanthracene (benzo(a)anthracene), Benzo(a)pyrene (3,4-benzopyrene), 3,4-Benzofluoranthene (benzo(b)fluoranthene), 11,12-benzofluoranthene (benzo(k)fluoranthene), Chrysene, Acenaphthylene, Anthracene, 1,12-benzoperylene (benzo(ghi)perylene), Fluorene, Phenanthrene, 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene), Indeno (1,2,3-cd) pyrene) (2,3 o-phenylene pyrene), Pyrene, Tetrachloroethylene, Toluene, Trichloroethylene, Vinyl chloride (chloroethylene), Aldrin, Dieldrin, Chlordane (technical mixture and metabolites), 4,4-DDT, 4,4-DDE (p,p-DDX), 4,4-DDD (p,p-TDE), Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Endrin, Endrin aldehyde, Heptachlor, Heptachlor epoxide, (BHC-hexachlorocyclohexane): Alpha-BHC, Beta-BHC, Gamma-BHC, Delta-BHC, (PCB-polychlorinated biphenyls): PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260), PCB-1016 (Arochlor 1016), Toxaphene, 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD).

(HHHH) TOXIC POLLUTANT - The pollutants, or combination of pollutants, listed as toxic in regulations promulgated by the EPA (40 CFR Part 401.15) under authority of Section 307(a)(1) of the Act.

(IIII) UNCONTAMINATED WATER - Any water not contaminated or polluted with sewage or other waste and which is suitable for discharge into the storm water drainage system, excluding unlined natural water courses.

(JJJJ) UPSET - An exceptional incident in which there is unintentional and temporary noncompliance with categorical and/or local pretreatment standards because of factors beyond

the reasonable control of the industrial user; this does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(KKKK) USER - A source of direct or indirect discharge.

(LLLL) WASTEWATER - Liquid and water-carried industrial wastes and domestic wastewater from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed directly or indirectly to the system.

(MMMM) WASTEWATER TREATMENT PLANT or TREATMENT PLANT - That portion of the system designed to provide treatment of domestic and industrial wastewater.

(`64 Code, Sec. 25-4) (Ord. No. 2494, 2761, 2875)

PART 2. Chapter 19 Article I, Division 3 of the Oxnard City Code is hereby amended, and

Section 19-25 and Section 19-26 are added to read as follows:

**"DIVISION 3. WASTEWATER INTRODUCTION INTO THE CITY'S MUNICIPAL WASTEWATER SYSTEM"**

**SEC. 19-25. PROHIBITED; DISCHARGE STANDARDS.**

(A) No person shall introduce or cause to be introduced to the system, directly or indirectly, any pollutant or wastewater that causes pass through or interference. These general prohibitions apply to all persons, whether or not they are subject to categorical pretreatment standards or any other federal, State or local pretreatment standards or requirements.

(B) No person shall introduce or cause to be introduced into the system the following pollutants, substances, or wastewater:

(1) Pollutants that create a fire or explosive hazard in the system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR Part 261.21;

(2) Any pollutant or wastewater having a pH less than 6.0 or more than 10.0, or that may otherwise cause corrosive structural damage to the city system or equipment;

(3) Solid or viscous substances in amounts that will cause obstruction of the flow in the system resulting in interference but in no case solids greater than ½-inch (1.27 centimeters) in any dimension;

(4) Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, will cause interference with the system;

(5) Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees Celsius), or that will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater that causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);

(6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

(7) Pollutants that result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants, except at discharge points designated by the city manager in accordance with section 19-41 of this article;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(10) Wastewater that imparts color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, single pass noncontact cooling water and unpolluted wastewater, unless specifically authorized by the city manager;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes, except as specifically authorized by the city manager;

(14) Medical wastes, except as specifically authorized by the city manager in an IWD permit;

(15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(16) Detergents, surface-active agents, or other substances that may cause excessive foaming in the system;

(17) Wastes defined as hazardous waste by RCRA or the California Hazardous Waste Control Law; and/or

(18) Wastewater, when measured with a combustible gas indicator, at the point of discharge into the system or at any point in the system, that results in two readings over five percent or any single reading over ten percent of the lower explosive limit of the combustible gas indicator.

(C) No person shall process or store pollutants, substances, or wastewater prohibited by this section in such a manner that they could be discharged to the system.

(D) No person shall discharge or cause to be discharged any domestic or industrial wastewater to the ground, into any surface drainage conduit, storm drain or channel, or stream or other water course.

(E) Any Industrial User obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing total dissolved solids (TDS) at concentrations exceeding 1,850 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of City Ordinance 19-25.

(1) Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision shall be held to a baseline TDS discharge concentration and loading. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. This requirement shall be incorporated into individual discharge permits. Industrial Users shall be required to establish a baseline TDS concentration and loading based on data collected during a site specific sampling plan approved by the City.

(F) Any industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing boron at concentrations exceeding 1.86 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance.

(1) Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision shall be held to a baseline boron discharge concentration and loading. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. This requirement shall be incorporated into individual discharge permits. Industrial Users shall be required to establish a baseline boron concentration and loading, based on data collected during a site specific sampling plan approved by the City.

(G) Centralized Waste Treatment (CWT) facilities subject to 40 CFR 437 Subcategory D must comply with the "Best Management Practices for Centralized Waste Treatment (CWT) Facilities (Subcategory D Multiple Wastestream)", developed by the California Association of Sanitation Agencies (CASA), February 29, 2016, and any subsequent versions and amendments. Compliance with the CASA BMPs shall be demonstrated before issuance of an industrial waste discharge permit. CWTs that do not fall within Subcategory D, but are classified as Subcategories A, B, or C must comply with all applicable requirements as established in the CASA document.

(H) No person shall discharge or cause to be discharged wastewater (untreated or treated) produced as a byproduct of oil production, drilling fluids or completion fluids from oil and gas well drilling, and fluids associated with or generated during hydraulic fracturing into the sewer system.

(I) No industrial user or person shall discharge or cause to be discharged organic solvents into the sewer system or use the sewer as a means of disposal for organic solvents. Industrial users having organic solvents on site shall provide and use a separate collection and disposal system outside the sewer system and shall provide safeguards against their accidental discharge to the sewer. An approved toxic organic management plan (TOMP) that includes control measures to prevent entry of toxic organics and other solvents into the sanitary sewer system shall be filed by the industrial user as a condition of permission to discharge to the sanitary sewer. The TOMP shall be updated whenever any significant change in the inventory, usage, or management of toxic organic compounds occurs. The updated TOMP shall be submitted to the city of Oxnard for approval. Records documenting appropriate disposal and handling of organic solvents shall be maintained for a period of three years and made available for inspection. Any accidental solvent discharges shall be reported to the City within 24 hours of the discharge.

(J) No Industrial User, Dental Discharger or Person shall discharge or cause to be discharged any mercury or amalgam waste into the sewer system. All dental dischargers that place or remove amalgam must operate and maintain an amalgam separator that complies with ANSI/ADA Specifications 108 (2009) with Technical Addendum (2011) or ISO 11143 Dentistry-Amalgam Separators and any subsequent versions or amendments. The dental discharger shall comply with the most recent Best Management Practices for Dental Amalgam Waste as recommended by the American Dental Association, and specified in 40 CFR 441 (Effluent Limitations Guidelines and Standards for the Dental Category) June 14, 2017. Records documenting appropriate handling and disposal of mercury and amalgam shall be maintained for three years and made available for inspection.

(K) No Industrial User or person shall discharge or cause to be discharged wastewater that exceeds any applicable site-specific limitation for gross beta radioactivity established by the city.

The maximum allowable industrial loading (MAIL) to the wastewater treatment plant for gross beta radioactivity is 6.29 X $10^8$ pCi/d. Any SIU that has the potential to discharge gross beta radioactivity at concentrations that may cause interference or pass-through at the POTW will be issued a site-specific limitation based on an allocation of the MAIL established by the city. The site-specific limitation will be incorporated into the individual SIU's discharge permit.
(`64 Code, Sec. 25-13) (Ord. No. 2494)

**SEC. 19-26. LOCAL LIMITS.**

(A) The city manager is authorized to establish local limits pursuant to 40 CFR 403.5(c).

(B) Limits for the pollutants listed below are established to protect against pass through and interference in accordance with 40 CFR Part 403.5(c). No person shall introduce, or cause to be introduced, wastewater containing quantities or concentrations in excess of the limits identified in the following table:

| **Pollutant** | **Local Limit** |
|---|---|
| Ammonia | 57 mg/L |
| Arsenic | 0.13 mg/L |
| Biochemical Oxygen Demand | 800 mg/L |
| Cadmium | 0.013 mg/L |
| Chloride | 9,205 mg/L |
| Chromium | 0.44 mg/L |

| | |
|---|---|
| Copper | 2.02 mg/L |
| Hydrogen Sulfide (dissolved) | 0.34 mg/L |
| Lead | 0.97 mg/L |
| Mercury | 0.05 mg/L |
| Molybdenum | 1.50 mg/L |
| Nickel | 0.14 mg/L |
| Oil and Grease (vegetable) | 250 mg/L |
| Oil and Grease (mineral) | 100 mg/L |
| Selenium | 0.49 mg/L |
| Silver | 0.06 mg/L |
| Total Suspended Solids | 1,000 mg/L |
| Zinc | 1.06 mg/L |

(C) All concentrations for metallic substances are for "total" metal unless otherwise indicated. At the discretion of the city manager, mass limitations may be imposed on users in addition to or in place of the concentration based limitations on the above listed pollutants.

(D) The city manager may develop BMPs, by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of this section.

(`64 Code, Sec. 25-14) (Ord. No. 2494, 2761)

PART 3. Chapter 19 Article I, Division 4 of the Oxnard City Code is hereby amended, and

Section 19-36, Section 19-43, and Section 19-44 are added to read as follows:

**"DIVISION 4. PRETREATMENT OF INDUSTRIAL WASTEWATER"**

**SEC. 19-36. ADDITIONAL PRETREATMENT MEASURES.**

(A) Whenever deemed necessary, the city manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from industrial waste streams, and such other conditions as may be necessary to protect the system and determine the user's compliance with the requirements of this article.

(B) The city manager may require any person discharging into the system to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure active management of flow. An IWD permit may be issued solely for flow regulation.

(C) Users shall provide gravity separation devices when, in the opinion of the city manager, they are necessary for the proper handling of wastewater containing excessive amounts of oil and grease or sand. All gravity separation devices shall be of a type and capacity approved by the city manager and shall be so located to be easily accessible for cleaning and inspection. Such devices shall be inspected, cleaned, and repaired regularly, as needed, by the user at user's expense.

(D) The city manager may require users with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.

(E) All dental dischargers are required to maintain a current Industrial Wastewater Discharge Permit.

(`64 Code, Sec. 25-22) (Ord. No. 2494)

**SEC. 19-43. DISCHARGES FROM FOOD ESTABLISHMENTS, VEHICLE MAINTENANCE FACILITIES, AND COMMERCIAL AND INDUSTRIAL LAUNDRIES**

(A) All food service establishments that introduce industrial wastewater into the system shall be required to install an approved grease interceptor device designed to prevent the unlawful discharge of fats, oil, and grease into the system. The grease interceptor device shall be a minimum of 750 gallons and in accordance to City Standard Plates 400, 413, and 415. The grease interceptor shall be easily accessible for cleaning and inspection. Maintenance records shall be maintained for a minimum of two years. The city manager may grant variances from the requirements of this paragraph on a case by case basis. The city manager may take into account the following items when determining whether to grant a variance:

(1) Size of the restaurant;

(2) Type and number of meals served per day;

(3) Seating capacity;

(4) Dishwashing facilities on-site; and

(5) Any other criteria the city manager deems applicable.

(B) All automotive related maintenance facilities that introduce industrial wastewater into the system shall be required to install a gravity separation device designed to prevent the excessive discharge of sand, silt, oil, and grease into the system. The gravity separation device shall be a minimum of 750 gallons and in accordance to City Standard Plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case by case basis.

(C) All commercial laundries, such as coin-operated facilities, that introduce industrial wastewater into the system shall be required to install a lint removal trap of a size and design approved by the city manager. The lint trap devices shall be cleaned at a minimum of one time per week. All commercial laundries that introduce wastewater into the system shall be required to install a gravity separation device of a minimum 750 gallons and in accordance to City standard plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case by case basis.

(D) The city manager may maintain an information file available for public use of acceptable designs of grease interceptors and gravity separation devices. These devices shall be designed in accordance with City standard plates 400, 413, 415, or 416. The installation of a design shown in such file or of any design meeting the size requirement set forth in this article or any recommendation of requirements made by the city manager shall not impute any liability to the city for the adequacy of the interceptor or gravity separation device under the actual conditions

of use. Such installation shall not relieve the owner or proprietor of responsibility for keeping prohibited substances or substances in excess of the local limits in Section 19-26.

(`64 Code, Sec. 25-29) (Ord. No. 2494)

PART 4. Chapter 19 Article I, Division 5 of the Oxnard City Code is hereby amended, and

Section 19-51 is added to read as follows:

**"DIVISION 5. INDUSTRIAL WASTEWATER DISCHARGE PERMIT SYSTEM"**

**SEC. 19-51. INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENTS.**

(A) No non-domestic user shall discharge or cause to be discharged wastewater, either directly or indirectly, into the system without first obtaining an IWD permit from the city manager. All non-domestic users, including, but not limited to, SIUs, CIUs, commercial and industrial laundromats, food service establishments, automotive-related businesses, and dental dischargers, are required to maintain a current Industrial Wastewater Discharge Permit.

(B) The city manager may require other users to obtain an IWD permit as necessary to carry out the purposes of this article.

(C) Any violation of the terms and conditions of an IWD permit shall be deemed a violation of this article and subjects the user to the sanctions set out in Divisions 8 through 10 of this Article. Obtaining an IWD permit does not relieve an Industrial User of its obligation to comply with all federal and State pretreatment standards or requirements or with any other requirements of federal, State and local law.

(`64 Code, Sec. 25-33) (Ord. No. 2494)

PART 5. SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provision of this act are severable.

PART 6. EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its adoption.

PART 7. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated

to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

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PART 9. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 20____, and finally adopted on _____, 20____, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

# CHAPTER 19: PUBLIC WORKS

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# ARTICLE I. SEWERAGE SYSTEM; WASTEWATER DISPOSAL

## DIVISION 1. GENERAL PROVISIONS

### SEC. 19-1. PURPOSE AND POLICY.

(A) This article sets forth uniform requirements for users of the municipal wastewater system of the city (system) and enables the city to comply with all applicable State and federal laws including the Clean Water Act (33 USC Sections 1251 *et seq.*), general pretreatment regulations (40 CFR Part 403), and the requirements of the city's national pollutant discharge elimination system (NPDES) permit. The objectives of this article are:

(1) To prevent the introduction of pollutants into the system that will pass through the system inadequately treated, enter receiving waters, or otherwise interfere with or be incompatible with the system;

(2) To protect city employees who may be affected by wastewater and sludge in the course of their employment and the general public;

(3) To promote reuse and recycling of wastewater and biosolids from the system;

(4) To provide for fees for the equitable distribution of the cost of operation, maintenance and improvement of the system; and

(5) To enable city to comply with its NPDES permit conditions, sludge use and disposal requirements and any other federal or State laws and regulations to which the system is subject.

(B) This article authorizes the issuance of industrial wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(C) This article shall apply to all persons within the city who use the system and to persons outside the city who, by contract with the city, are included as users of the system. By discharging wastewater into the system, users located beyond the city limits agree to comply with the terms and conditions established in this article, as well as any permits, contracts or orders issued hereunder.

(`64 Code, Sec. 25-1) (Ord. No. 2494)

### SEC. 19-2. ADMINISTRATION.

(A) Except as otherwise provided herein, the city manager shall administer, implement and enforce the provisions of this article.

(B) The city manager is authorized to promulgate regulations and standards reasonably necessary to protect the system, to comply with all applicable federal and State laws required by the Act and the general pretreatment regulations, to control and regulate the proper use of the system, to regulate the rate of flow and the quality and quantity of wastewater discharges to the system, to prevent overflow, and to provide for the issuance, suspension or revocation of industrial wastewater discharge (IWD) permits; provided, however, the regulations shall be consistent with the provisions of this article and formulated to result in the uniform control of the system.

(`64 Code, Sec. 25-2) (Ord. No. 2494)

### SEC. 19-3. ABBREVIATIONS.

For purposes of this article, the following abbreviations, shall have the designated meanings:

(A) BOD - Biochemical Oxygen Demand;

(B) BMP - Best Management Practice;

(C) BMR - Baseline Monitoring Report;

(D) CASA – California Association of Sanitary Agencies

(E) CFR - Code of Federal Regulations;

(F) CIU - Categorical Industrial User;

(G) COD - Chemical Oxygen Demand;

(H) DIU - Dental Industrial User

(I) EPA - U.S. Environmental Protection Agency;

(J) gpd - Gallons per Day;

(K) IU - Industrial User;

(L) IWD - Industrial Wastewater Discharge;

(M) LC50 - Lethal Concentration for 50 Percent of the Test Organisms;

(N) L - Liter;

(O) MAIL - Maximum Allowable Industrial Loading

(P) mg - Milligrams, mg/L - Milligrams per Liter;

(Q) NPDES - National Pollutant Discharge Elimination System;

(R) NSCIU - Non-Significant Categorical Industrial User;

(S) O&M - Operation and Maintenance;

(T) POTW - Publicly Owned Treatment Works

(U) RCRA - Resource Conservation and Recovery Act;

(V) SIC - Standard Industrial Classification;

(W) SIU - Significant Industrial User;

(X) SNC - Significant Noncompliance;

(Y) SWDA - Solid Waste Disposal Act (42 USC Sections 6901 *et seq.*);

(Z) TDS - Total Dissolved Solids;

(AA) TOMP – Toxic Organics Management Plan

(BB) TSS - Total Suspended Solids;

(CC) TTO - Total Toxic Organics; and

(DD) USC - United States Code.

(`64 Code, Sec. 25-3) (Ord. No. 2494, 2761)

**SEC. 19-4. DEFINITIONS.**

For the purposes of this article, the following words shall have the following meanings:

(A) ACT - The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC Sections 1251 *et seq.*

(B) APPROVAL AUTHORITY - California State Water Resources Control Board or Regional Water Quality Control Board, Los Angeles Region.

(C) AUTHORIZED REPRESENTATIVE OF THE USER -

(1) If the user is a corporation, a responsible corporate officer. For the purpose of this paragraph, a responsible corporate officer means:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the

regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, State, or local government entity, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

(4) A duly authorized representative of the individual designated in subsections (1), (2), or (3) of this subsection (C) if:

(a) The authorization is made in writing by the individual described in paragraph (1), (2), or (3);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) The written authorization is submitted to the city.

(D) BIOCHEMICAL OXYGEN DEMAND (BOD) - Quantity of oxygen utilized in the biochemical oxidation of organic material under standard laboratory procedures for 5 days at 20 degrees centigrade, usually expressed as a concentration such as mg/l.

(E) BEST MANAGEMENT PRACTICES (BMPs) - The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 19-25(A) and (B) [40 CFR 403.5(a)(1) and (b)] including treatment requirements, operating procedures, practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage and also including alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

(F) BUILDING SEWER - A sewer conveying wastewater from the premises of a person to the public sewer, private sewer, individual wastewater disposal system or other approved point of disposal.

(G) BYPASS - The intentional diversion of waste and/or wastewater from any portion of a user's pretreatment facility.

(H) CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD - Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 USC Section 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471, incorporated herein by reference.

(I) CATEGORICAL INDUSTRIAL USER - An industrial user subject to a categorical pretreatment standard or categorical standard.

(J) [CITY] - The City of Oxnard or the City Council of Oxnard.

(K) CITY MANAGER - The Oxnard City Manager or their designee

(L) CHEMICAL OXYGEN DEMAND (COD) - A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

(M) COLOR - The optical density at visual wave length of maximum absorption, relative to distilled water in which 100% transmittance is equivalent to zero optical density.

(N) COMPLIANCE SCHEDULE - A schedule containing increments of progress, in the form of dates, for the commencement and completion of major events leading to the construction and operation of pretreatment equipment and/or systems required for the user to meet applicable pretreatment standards.

(O) COMPOSITE SAMPLE - The sample resulting from the combination of individual wastewater samples taken at selected intervals, based on an increment of either flow or time.

(P) CONNECTION - The part of any sewer extending from a sewer main in a public easement or right-of-way to private property for exclusive use of the property.

(Q) CONTROL AUTHORITY - The city.

(R) COOLING WATER - The water discharged from any use, including but not limited to, air conditioning, cooling or refrigeration units to which the only pollutant added is heat.

(S) DAILY MAXIMUM - The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

(T) DAILY MAXIMUM LIMIT - The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

(U) DENTAL INDUSTRIAL USER also known as a DENTAL DISCHARGER - A facility where the practice of dentistry is performed that discharges wastewater to a publicly owned treatment works (POTW), including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by Federal, state or local governments~~,~~. ~~that discharges wastewater to a publicly owned treatment works (POTW)~~

(V) DISCHARGE - The discharge or the introduction of pollutants into the system by a person.

(W) DOMESTIC WASTEWATER - Human excrement and gray water from such uses as household showers and dish washing.

(X) ENVIRONMENTAL PROTECTION AGENCY (EPA) - The U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, or other duly authorized official.

(Y) EXISTING SOURCE - Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

(Z) FEE - Any charge assessed to a person associated with the use, or continued use, of any portion of the system and includes, but is not limited to, a charge for connection or tap for new customers; monthly sewer service; IWD permit; excess capacity connection; wastewater treatment; excessive wastewater strength; laboratory testing; waste hauler's permit; oversize sewer; and noncompliance.

(AA) FOOD ESTABLISHMENT - Any facility engaged in the preparation of food products for sale. A facility engaged in the sale of food products that are wholly prepared off-site is not included within this definition.

(BB) FORMULA USERS - Those users who are regulated under the IWD permit system and billed according to a formula based on the measured or set strength and volume of their

(CC) GARBAGE - The putrescible animal and vegetable wastes resulting from the handling, preparation and consumption of foods.

(DD) GRAB SAMPLE - A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

(EE) GRAVITY SEPARATION DEVICE - A device designed, constructed, and operated for the purpose of retaining sand, silt, grit, mineral material, and oil by gravity-differential separation from wastewater.

(FF) GREASE - A varied group of compounds having the common properties of immiscibility with water and a specific gravity lower than water as determined by appropriate procedures set forth in 40 CFR Part 136.

(GG) GREASE INTERCEPTOR or INTERCEPTOR - A device of at least 750 gallon capacity designed, constructed, and operated to separate and retain grease while permitting the wastewater to be discharged into the system.

(HH) GROUND GARBAGE - The residue from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in a public sewer, with no particle greater than 1/2-inch in any dimension.

(II) HOLDING TANK WASTEWATER - Any wastewater from holding tanks including, but not limited to, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(JJ) INDIRECT DISCHARGE - The introduction of pollutants into the system from any non-domestic

source regulated under Section 307 (b), (c), or (d) of the Act.

(KK) INDUSTRIAL USER - Any producing, manufacturing, processing, institutional, commercial, agricultural or similar person that discharges, directly or indirectly, wastewater into the system that is solid, liquid or gaseous waste and contains pollutants different from, or stronger than, or with constituents other than those defined for domestic wastewater.

(LL) INDUSTRIAL WASTEWATER - ~~The liquid and water-carried industrial waste~~Any non-domestic, liquid byproduct produced as a result of business operations, whether treated or untreated, which is ~~contributed~~ discharged into or permitted to enter the POTW~~system~~.

(MM) INDUSTRIAL WASTEWATER DISCHARGE PERMIT or PERMIT or IWD PERMIT - A conditionally written authorization to allow a user to utilize the system for the discharge of industrial wastewater.

(NN) INSTANTANEOUS MAXIMUM DISCHARGE LIMIT - The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

(OO) INTERFERENCE - A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the system, its treatment processes or operations or its biosolids processes, use or disposal, and that is therefore a cause of a violation of the city's NPDES permit or of the prevention of biosolids use or disposal in compliance with all applicable federal, State, or local regulations, including but not limited to: Section 405 of the Act, the SWDA, including Title II, commonly referred to as RCRA, any and all federal and State clean air acts, the Toxic Substances Control Act, and the Marine Protection, Research, and Sanctuaries Act.

(PP) LOCAL LIMIT - Specific discharge limits developed and enforced by [the City] upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

(QQ) MASS EMISSION RATE - The weight of material discharged to the system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

(RR) MAXIMUM ALLOWABLE INDUSTRIAL LOADING (MAIL) - The maximum loading of a pollutant that can be received at a POTW's headworks from all permitted industrial users and other controlled sources without causing pass through or interference.

(SS) MEDICAL WASTE - Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

(TT) MONITORING FACILITIES - An approved opening to a building sewer for the purpose of inspection, sampling and/or flow measurement.

(UU) MONTHLY AVERAGE - The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(VV) MONTHLY AVERAGE LIMIT - The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

(WW) MUNICIPAL WASTEWATER SYSTEM or SYSTEM - A "treatment works," as defined by Section 212 of the Act, owned by the city and includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of wastewater (domestic or industrial) and any conveyances which convey wastewater to the treatment plant.

(XX) -

(YY) NARRATIVE STANDARD OR NARRATIVE LIMIT – Any statement of prohibition or condition on a discharge established in this ordinance that is not a local limit. Narrative standards include but are not limited to prohibited discharge standards and best management practices.~~NARRATIVE LIMIT – See definition for PROHIBITED DISCHARGE STANDARDS~~

(YY) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - A permit issued pursuant to Section 402 of the Act.

(ZZ) NATIONAL PROHIBITIVE DISCHARGE STANDARD or PROHIBITIVE DISCHARGE

STANDARD - Any regulation developed under the authority of Section 307(b) of the Act.

(AAA) NEW SOURCE -

(1) Any building structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge or pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located and results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subdivisions (1)(b) or (1)(c) above, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source, as defined under this subsection, has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous on-site construction program:

1. Any placement, assembly, or installation of facilities or equipment; or
2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

(BBB) NONCONTACT COOLING WATER - Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

(CCC) PASS THROUGH - A discharge that exits the system into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation.

(DDD) PERSON - Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns; and including all federal, State and local governmental entities.

(EEE) pH - A measure of the acidity or alkalinity of a substance, expressed in standard units.

(FFF) POLLUTANT - Dredged spoil, solid waste, incinerator residue, filter backwash, domestic wastewater, garbage, sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharge equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes and certain characteristics of the wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(GGG) PRETREATMENT or TREATMENT - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the system. Such pretreatment or treatment can be accomplished by physical, chemical, biological processes, or by other means, with the exception of diluting the concentration of the pollutant unless allowed by an applicable pretreatment standard.

(HHH) PRETREATMENT FACILITY - Any works or device for the treatment or flow limitation of domestic wastewater, liquid waste, industrial waste or industrial wastewater prior to discharge into

the system.

(III) PRETREATMENT REQUIREMENTS - Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

(JJJ) PRETREATMENT STANDARDS or STANDARDS - Prohibited discharge standards, categorical pretreatment standards, and/or local limits.

(KKK) PRIVATE SEWER - A sewer, other than a connection, laid by a person to serve one or more buildings, so as to connect a building to a public sewer and irrespective of whether the sewer is constructed on public or private property.

(LLL) PRIVATE WASTEWATER DISPOSAL SYSTEM - A septic tank with the effluent discharging into a subsurface disposal field, into one or more seepage pits or into a combination of subsurface disposal field and seepage pit or other wastewater holding facilities.

(MMM) PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGE - Absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 19-25~~13~~ of this article.

(NNN) PUBLICLY OWNED TREATMENT WORKS (POTW) - A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices or systems used in the storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

(OOO) RADIOACTIVE MATERIAL - Material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays or energy forms in excess of normal background radiation.

(PPP) SEEPAGE PIT - A lined excavation in the ground which receives the discharge of a septic tank and is designed to permit the effluent from the septic tank to seep through its bottom and side.

(QQQ) SEPTAGE - Any domestic wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(RRR) SEPTIC TANK - A watertight receptacle which receives the domestic wastewater discharge of a building and is designed and constructed to separate solids from the liquid, digest organic matter through a period of detention and allow the liquid to discharge into the soil outside of the tank through a system of open joint or perforated piping or a seepage pit.

(SSS) SETTLEABLE SOLIDS - Any solid that will settle out of a liquid in a specified interval of time as determined by appropriate procedures set forth in 40 CFR 136.

(TTT) SEWAGE - Human excrement and gray water (household showers, dishwashing operations, etc.).

(UUU) SEWER - A pipe or conduit together with appurtenances for carrying wastewater.

(VVV) SIGNIFICANT CHANGE - Plus or minus 25% in an industrial user's typical discharge pattern, flow rate, peak flow rate, constituents, concentration of constituents or characteristics.

(WWW) SIGNIFICANT INDUSTRIAL USER -

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(a) Discharges an average of 10,000 gpd or more of industrial wastewater to the system;

(b) Contributes a waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the system; or

(c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the system's operation or for violating a pretreatment standard or requirement.

(3) The [City] may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(a) The industrial user, prior to [City's] finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b) The industrial user annually submits the certification statement required in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement; and

(c) The industrial user never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subdivision (2) above has no reasonable potential for adversely affecting the system operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(XXX) SLUG LOAD or SLUG DISCHARGE - Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in this chapter. A slug discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTWs regulations, local limits or permit conditions.

(YYY) STANDARD INDUSTRIAL CLASSIFICATION (SIC) - A classification pursuant to the Standard Industrial Classification Manual, latest edition, issued by the U.S. Office of Management and Budget.

(ZZZ) STANDARD METHODS - Standard Methods for the Examination of Water and Wastewater, latest edition, published by American Water Works Association, Water Environment Association, and the American Public Health Association, 1015 18th Street, NW, Washington, D.C. 20036.

(AAAA) STANDARD SPECIFICATIONS - The current edition of standards and requirements relating to size, quantity, quality and performance, including standard drawing, as detailed and made available by the city.

(BBBB) STATE - State of California.

(CCCC) STORM WATER - Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelts.

(DDDD) SUSPENDED SOLIDS - The total suspended matter in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(EEEE) TOTAL DISSOLVED SOLIDS - The solid matter in solution in wastewater, as determined by the appropriate procedures set forth in 40 CFR Part 136.

(FFFF) TOXIC~~TAL~~ ORGANICS MANAGEMENT PLAN ~~—~~ A plan that specifies the toxic organic compounds used, the method of disposal used (instead of discharge into waste streams), and procedures for assuring that toxic organics do not spill or leak into wastewater discharged into the POTW

(GGGG) TOTAL TOXIC ORGANICS - The summation of all quantifiable values greater than 0.01 milligrams per liter, subject to the local limits established pursuant to section 19-26 of this article, for the following toxic organics: Acenaphthene, Acrolein, Acrylonitrile, Benzene, Benzidine, Carbon tetrachloride (tetrachloromethane), Chlorobenzene, 1,2,4-trichlorobenzene, Hexachlorobenzene, 1,2-dichloroethane, 1,1,1-trichloroethane, Hexachloroethane, 1,1-dichloroethane, 1,1,2-trichloroethane, 1,1,2,2-tetrachloroethane, Chloroethane, Bis (2-chloroethyl) ether, 2-chloroethyl vinyl ether (mixed), 2-chloronaphthalene, 2,4,6-trichlorophenol, Parachlorometa cresol, Chloroform (trichloromethane), 2-chlorophenol, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 3,3-dichlorobenzidine, 1,1-dichloroethylene, 1,2-trans-dichloroethylene, 2,4-dichlorophenol, 1,2-dichloropropane, 1,3-dichloropropylene (1,3-dichloropropene), 2,4-dimethylphenol, 2,4-dinitrotoluene, 2,6-dinitrotoluene, 1,2-diphenylhydrazine, Ethylbenzene, Fluoranthene, 4-chlorophenyl phenyl ether, 4-bromophenyl phenyl ether, Bis (2-chloroisopropyl) ether, Bis (2-chloroethoxy) methane, Methylene chloride (dichloromethane), Methyl chloride (chloromethane), Methyl bromide (bromomethane), Bromoform (tribromomethane), Dichlorobromomethane, Chlorodibromomethane, Hexachlorobutadiene, Hexachlorocyclopentadiene, Isophorone, Naphthalene, Nitrobenzene, 2-nitrophenol, 4-nitrophenol, 2,4-dinitrophenol, 4,6-dinitro-o-cresol, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitrosodi-n-propylamine, Pentachlorophenol, Phenol, Bis (2-ethylhexyl) phthalate, Butyl benzyl phthalate, Di-n-butyl phthalate, Di-n-octyl phthalate, Diethyl phthalate, Dimethyl phthalate, 1,2-benzanthracene (benzo(a)anthracene), Benzo(a)pyrene (3,4-benzopyrene),

3,4-Benzofluoranthene (benzo(b)fluoranthene), 11,12-benzofluoranthene (benzo(k)fluoranthene), Chrysene, Acenaphthylene, Anthracene, 1,12-benzoperylene (benzo(ghi)perylene), Fluorene, Phenanthrene, 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene), Indeno (1,2,3-cd) pyrene) (2,3 o-phenylene pyrene), Pyrene, Tetrachloroethylene, Toluene, Trichloroethylene, Vinyl chloride (chloroethylene), Aldrin, Dieldrin, Chlordane (technical mixture and metabolites), 4,4-DDT, 4,4-DDE (p,p-DDX), 4,4-DDD (p,p-TDE), Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Endrin, Endrin aldehyde, Heptachlor, Heptachlor epoxide, (BHC-hexachlorocyclohexane): Alpha-BHC, Beta-BHC, Gamma-BHC, Delta-BHC, (PCB-polychlorinated biphenyls): PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260), PCB-1016 (Arochlor 1016), Toxaphene, 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD).

(HHHH) TOXIC POLLUTANT - The pollutants, or combination of pollutants, listed as toxic in regulations promulgated by the EPA (40 CFR Part 401.15) under authority of Section 307(a)(1) of the Act.

(IIII) UNCONTAMINATED WATER - Any water not contaminated or polluted with sewage or other waste and which is suitable for discharge into the storm water drainage system, excluding unlined natural water courses.

(JJJJ) UPSET - An exceptional incident in which there is unintentional and temporary noncompliance with categorical and/or local pretreatment standards because of factors beyond the reasonable control of the industrial user; this does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(KKKK) USER - A source of direct or indirect discharge.

(LLLL) WASTEWATER - Liquid and water-carried industrial wastes and domestic wastewater from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed directly or indirectly to the system.

(MMMM) WASTEWATER TREATMENT PLANT or TREATMENT PLANT - That portion of the system designed to provide treatment of domestic and industrial wastewater.

(`64 Code, Sec. 25-4) (Ord. No. 2494, 2761, 2875)

## DIVISION 2. WASTEWATER COLLECTION/CONVEYANCE SYSTEM

### SEC. 19-10. SERVICE CONNECTIONS.

(A) Sewer service connections may be made to either publicly or privately owned and maintained authorized collection systems. No person shall connect any private property in the city to the system without first obtaining a connection permit issued by the city manager and paying to the city the connection fee required therefore.

(B) The number of connection permits required for any development shall be based upon the number of sewer service connections. A separate sewer connection is normally required for each detached building.

(C) Food establishments and commercial laundries shall have a separate water connection from other users in the same building.

(D) The city manager may impose other requirements if the city manager determines that public health and safety, system protection, maintenance costs, or liability concerns so dictate.

(E) In order for the city to have sufficient information to make a determination of appropriate fees, building permit applicants shall submit sewer service plumbing plans prepared by a registered engineer or project architect in conjunction with the building permit application for all new and replacement structures. The plumbing and irrigation plans shall show all the proposed line sizes and locations.

(F) Every connection, disconnection and permanent blocking or plugging made between private property and the system shall be made in the manner and with the material required by the specifications for public sewers approved by the city and in accordance with the city's specifications for construction.

(`64 Code, Sec. 25-5) (Ord. No. 2494)

### SEC. 19-11. CONNECTION TO MAINS TO BE MAINTAINED BY OWNER.

All connections, including the lateral, wye or saddle at the city's sewer, shall be maintained at the expense of the property owner of which the connection originates.
(`64 Code, Sec. 25-6) (Ord. No. 2494)

**SEC. 19-12. DEMOLITION AND ABANDONMENT OF SERVICES PREMISES.**

The owner of property connected to the system shall disconnect or permanently block or plug connections when further use of the property, for any purpose requiring the connection, is abandoned or when the structure or facility on the property requiring the connection is demolished without replacement. A public works permit for abandonment of sewer lateral shall be required prior to commencement of abandonment. If a property owner or his/her agent has failed to so effect the disconnection or blockage, the city manager may disconnect or block the connection, and the cost thereof shall be deemed a debt to the city and shall be charged to the owner.
(`64 Code, Sec. 25-7) (Ord. No. 2494)

**SEC. 19-13. AVAILABILITY OF CAPACITY: RESTRICTION OF DISCHARGE RATE.**

(A) If the system capacity is not available, the city manager may restrict discharge until sufficient capacity is made available. The city manager may refuse immediate service to any new facility located in an area where there is insufficient capacity in the system to accommodate the proposed quantity of the wastewater.
(B) The city manager may restrict the rate of discharge into the system during the peak flow hours (8:00 a.m. to 10:00 p.m.) or at any other time when required to prevent the overloading of the system. A discharger so restricted shall be required either to curtail the rate of discharge or to provide approved storage or retention facilities for the wastewater. Wastewater so retained may be discharged into the system between the hours of 10:00 p.m. and 6:00 a.m., or during other periods and at a rate of flow prescribed by the city manager.
(`64 Code, Sec. 25-8) (Ord. No. 2494)

**SEC. 19-14. EXCESSIVE SEWER MAINTENANCE EXPENSE.**

Any person who introduces or causes to be introduced into the system, either directly or indirectly, any pollutant or wastewater which creates a stoppage, plugging, breakage, reduction in the capacity of any portion of the system or any other damage to the system shall be liable for the damage and for maintenance, operation, and replacement expenses, including overhead costs, occasioned thereby. Expense of the damage, any excessive maintenance expense, or any other expenses attributable thereto shall be deemed a debt to the city and shall be charged to the offending person by the city manager.
(`64 Code, Sec. 25-9) (Ord. No. 2494)

**SEC. 19-15. DAMAGE TO CITY'S MUNICIPAL WASTEWATER SYSTEM; CREATION OF OTHER LIABILITY.**

Any person who introduces or causes to be introduced into the system, either directly or indirectly, any prohibited pollutant or wastewater which causes detrimental effects to the city's system or treatment plant processes or causes a violation of the city's NPDES permit or other regulation imposed by a regulatory agency shall be liable for all damages and costs occasioned thereby, including any penalty assessed by a regulatory agency. The damages, costs or penalty assessed shall be deemed a debt to the city and shall be charged to the offending person by the city manager.
(`64 Code, Sec. 25-10) (Ord. No. 2494)

**SEC. 19-16. PROVISIONS FOR EXTENSION OF SYSTEM.**

(A) In addition to the payment of a connection fee, any person requesting service to a lot that is not adjacent to the system shall be responsible for installation of a sewer extension in dedicated streets, alleys or easements accepted by the city. Sewers shall be installed in sewer easements only when it is not in the public interest for the city to accept dedication of a street or alley in the particular location. The required sewer extension shall include all facilities necessary to serve the property as well as all abutting sewers indicated by

the sewer master plan. All construction shall conform to city standards and detailed plans approved by the city manager. The city manager shall determine the size sewer required for the area for which application for service is made. A sewer shall not have an inside diameter of less than eight inches. In the case of sewer trunk mains in the sewer master plan, an appropriate credit against collection fees and cash reimbursement may be allowed in an amount to be determined by the city manager.

(B) If sewer facilities that the person would otherwise be required to provide have previously been installed, the person shall be required to pay to the city a sewer charge consisting of a pro rata share of such facilities as determined by the city manager. If such previous installation was made by the applicant or his/her predecessor in interest in the property to which service is desired, the applicant may be entitled to credit in an amount to be determined by the city manager for such installation. Previous installations eligible for these credits must have been made less than 20 years before the application. Credit for previous installations will be applied against sewer charges, but in no event shall such credits be greater than the amount paid for actual construction of the extension.

(C) When installed, connected and finally inspected, all sewer extensions shall be deemed automatically offered for dedication to the city and upon acceptance shall become the property of the city. All necessary easements shall be granted to the city.

(`64 Code, Sec. 25-11) (Ord. No. 2494)

### SEC. 19-17. SPECIAL PROVISION FOR EXTENSION OF SYSTEM.

(A) When an application requires a sewer extension and it is necessary or desirable to design the extension to serve an area or users, actual or potential, in excess for that which the application is made, the applicant may be eligible for a credit for a portion of the design and construction costs for the extension. Any such credit shall be granted in an amount to be determined by the city manager.

(B) If the sewer to be constructed is included in the current sewer master plan implementation schedule, and said sewer is constructed, in part, by the applicant, the city manager may authorize an appropriate credit against the applicant's sewer connection fee. No applicant may receive a credit for more than the total amount of sewer connection fees that would be normally required of the applicant. Any credit granted by the city manager shall only be for the actual engineering and construction costs of the sewer.

(C) Upon completion of a sewer which is not in the current sewer master plan implementation schedule and to which future connections could be made, the city manager shall determine the actual cost thereof and the existing sewer charge against each front foot of abutting property, taking into consideration intersections and other property that would not receive water service.

(`64 Code, Sec. 25-12) (Ord. No. 2494)

## DIVISION 3. WASTEWATER INTRODUCTION INTO THE CITY'S MUNICIPAL WASTEWATER SYSTEM

### SEC. 19-25. PROHIBITED; DISCHARGE STANDARDS.

(A) No person shall introduce or cause to be introduced to the system, directly or indirectly, any pollutant or wastewater that causes pass through or interference. These general prohibitions apply to all persons, whether or not they are subject to categorical pretreatment standards or any other federal, State or local pretreatment standards or requirements.

(B) No person shall introduce or cause to be introduced into the system the following pollutants, substances, or wastewater:

(1) Pollutants that create a fire or explosive hazard in the system, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR Part 261.21;

(2) Any pollutant or wastewater having a pH less than 6.0 or more than 10.0, or that may otherwise cause corrosive structural damage to the city system or equipment;

(3) Solid or viscous substances in amounts that will cause obstruction of the flow in the system resulting in interference but in no case solids greater than ½-inch (1.27 centimeters) in any dimension;

(4) Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or

pollutant concentration that, either singly or by interaction with other pollutants, will cause interference with the system;

(5) Wastewater having a temperature greater than 140 degrees Fahrenheit (60 degrees Celsius), or that will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater that causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius);

(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

(7) Pollutants that result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants, except at discharge points designated by the city manager in accordance with section 19-41 of this article;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(10) Wastewater that imparts color that cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, single pass noncontact cooling water and unpolluted wastewater, unless specifically authorized by the city manager;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes, except as specifically authorized by the city manager;

(14) Medical wastes, except as specifically authorized by the city manager in an IWD permit;

(15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(16) Detergents, surface-active agents, or other substances that may cause excessive foaming in the system;

~~(17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 250 mg/l;~~

(~~18~~17) Wastes defined as hazardous waste by RCRA or the California Hazardous Waste Control Law; and/or

(~~19~~18) Wastewater, when measured with a combustible gas indicator, at the point of discharge into the system or at any point in the system, that results in two readings over five percent or any single reading over ten percent of the lower explosive limit of the combustible gas indicator.

(C) No person shall process or store pollutants, substances, or wastewater prohibited by this section in such a manner that they could be discharged to the system.

(D) No person shall discharge or cause to be discharged any domestic or industrial wastewater to the ground, into any surface drainage conduit, storm drain or channel, or stream or other water course.

(E) Any ~~new~~ industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing total dissolved solids (TDS) at concentrations exceeding 1,850 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of ~~this ordinance~~City Ordinance 19-25. ~~Industries that have been previously permitted to discharge to the sewer prior to the effective date of this provision are exempt fromnot subject to this the limit, provided their permitted flows remain the same. Current industries that obtain an increase in their permitted flow following the effective date of this provision will be subject to the 1,850 mg/L TDS limit for the incremental flow volume.~~

Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision ~~at concentrations below 1,850 mg/L~~ shall be held to ~~their~~a ~~current (~~baseline~~)~~ TDS discharge concentration and loading~~, as an anti-degradation requirement~~. This provision shall become effective- on the date the Approval Authority issues its approval of this ordinance. This~~e anti-~~

~~degradation~~is requirement ~~will~~shall be incorporated into individual ~~SIU~~ discharge permits. ~~SIUs~~ Industrial Users ~~will~~shall be required to establish a baseline TDS concentration and loading~~,~~ based on ~~one year of~~data collected during a site specific sampling plan ~~developed~~approved by the City~~data~~. ~~The Ccity may authorize an increase in the permitted TDS concentration based on water conservation, provided the baseline loading remains the same.~~

(F) Any ~~new~~ industrial user obtaining a new permit after the effective date of this provision to discharge to the sewer shall not discharge wastewater containing boron at concentrations exceeding 1.86 mg/L. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. ~~Industries that have been previously permitted to discharge to the sewer prior to the effective date of this provision are exemptnot subject to thisfrom the limit, provided their permitted flows remain the same. Current industries that obtain an increase in their permitted flow following the effective date of this provision will be subject to the 1.86 mg/L boron limit for the incremental flow volume.~~

Any Industrial Users currently permitted to discharge to the sewer prior to the effective date of this provision ~~at concentrations below 1.86 mg/L~~ shall be held to ~~their~~a ~~current (~~baseline~~)~~ boron discharge concentration and loading~~, as an anti-degradation requirement~~. This provision shall become effective on the date the Approval Authority issues its approval of this ordinance. This~~e anti-degradation~~ requirement ~~will~~shall be incorporated into individual ~~SIU~~ discharge permits. ~~SIUs~~Industrial Users ~~will~~shall be required to establish a baseline ~~TDS~~ boron concentration and loading, based on ~~one year of sampling data~~data collected during a site specific sampling plan ~~developed~~approved by the City. ~~The Ccity may authorize an increase in the permitted TDSboron concentration based on water conservation, provided the baseline loading remains the same.~~

(G)

(G) Centralized Waste Treatment (CWT) facilities subject to 40 CFR 437 Subcategory D must comply with the "Best Management Practices for Centralized Waste Treatment (CWT) Facilities (Subcategory D Multiple Wastestream)", developed by the California Association of Sanitation Agencies (CASA), February 29, 2016, and any subsequent versions and amendments. Compliance with the CASA BMPs ~~must~~shall be demonstrated before issuance of an industrial waste discharge permit. CWTs that do not fall within Subcategory D, but are classified as Subcategories A, B, or C must comply with all applicable requirements as established in the CASA document~~se Best Management Practices~~.

(H) No person shall ~~D~~discharge or cause to be discharged~~s of~~ wastewater (untreated or treated)~~, that has been~~ produced as a byproduct of oil production, drilling fluids or completion fluids from oil and gas well drilling, and fluids associated with or generated during hydraulic fracturing into the sewer system~~are prohibited~~.

(I) No industrial user or person shall discharge or cause to be discharged organic solvents into the sewer system or use ~~T~~the sewer ~~shall not be used~~ as a means of disposal for organic solvents~~, and the discharge of organic solvents by industrial users is prohibited~~. Industrial users having organic solvents on site shall provide and use a separate collection and disposal system outside the sewer system and shall provide safeguards against their accidental discharge to the sewer. An approved toxic organic management plan (TOMP) that includes control measures to prevent entry of toxic organics and other solvents into the sanitary sewer system shall be filed by the industrial user as a condition of permission to discharge to the sanitary sewer. The TOMP shall be updated whenever any significant change in the inventory, usage, or management of toxic organic compounds occurs. The updated TOMP shall be submitted to the city of Oxnard for approval. Records documenting appropriate disposal and handling of organic solvents shall be maintained for a period of three years and made available for inspection. Any accidental solvent discharges shall be reported to the City within 24 hours of the discharge.

(J) No Industrial User, Dental Discharger or P~~p~~erson shall discharge or cause to be discharged~~,~~ any mercury or amalgam waste into the sewer system. All dental dischargers that place or remove amalgam must operate and maintain an amalgam separator that complies with ANSI/ADA Specifications 108 (2009) with Technical Addendum (2011) or ISO 11143 Dentistry-Amalgam Separators and any subsequent versions or amendments. The dental discharger shall comply with the most recent Best Management Practices for Dental Amalgam Waste as recommended by the American Dental Association, and specified in 40 CFR 441 (Effluent Limitations Guidelines and Standards for the Dental Category) June 14, 2017. Records documenting appropriate handling and disposal of mercury and amalgam shall be maintained for three years and made available for inspection.

(K) No Industrial User or person shall discharge or cause to be discharged wastewater that exceeds any applicable site-specific limitation for gross beta radioactivity established by the city. The maximum allowable industrial loading (MAIL) to the wastewater treatment plant for gross beta radioactivity is 6.29 X $10^8$ pCi/d. Any SIU that has the potential to discharge gross beta radioactivity at concentrations that may cause interference or pass-through at the POTW~~,~~ will be issued a site-specific limitation~~,~~ based on an allocation of the MAIL established by the city. The site-specific limitation will be incorporated into the individual SIU's discharge permit.

(`64 Code, Sec. 25-13) (Ord. No. 2494)

**SEC. 19-26. LOCAL LIMITS.**

(A)

(A) The city manager is authorized to establish local limits pursuant to 40 CFR 403.5(c).

(B) Limits for the pollutants listed below are established to protect against pass through and interference in accordance with 40 CFR Part 403.5(c). No person shall introduce, or cause to be introduced, wastewater containing ~~excessive~~ quantities or concentrations in excess of the limits identified in the~~,~~ ~~in accordance with 40 CFR Part 403.5(c), of the~~ following ~~pollutants~~table:

| **Pollutant** | **Local Limit** |
|---|---|
| Ammonia | 57 mg/L |
| Arsenic | 0.13 mg/L |
| Biochemical Oxygen Demand | 800 mg/L |
| ~~Boron~~ | ~~1.86 mg/L~~ |
| Cadmium | 0.013 mg/L (1) |
| Chloride | 9,205 mg/L (1) |
| Chromium | 0.44 mg/L (1) |
| Copper | 2.02 mg/L |
| Hydrogen Sulfide (dissolved) | 0.34 mg/L |
| Lead | 0.97 mg/L |
| Mercury | 0.05 mg/L |
| Molybdenum | 1.50 mg/L |
| Nickel | 0.14 mg/L (1) |
| Oil and Grease (animal/vegetable) | 250 mg/L |
| Oil and Grease (petroleum/mineral) | 100 mg/L |
| Selenium | 0.49 mg/L |
| Silver | 0.06 mg/L (1) |
| Total Suspended Solids | 1,000 mg/L |

| | |
|---|---|
| Zinc | 1.06 mg/L [1] |

~~(1) Arsenic;~~
~~(2) $BOD_5$;~~
~~(3) Cadmium;~~
~~(4) Chromium;~~
~~(5) Copper;~~
~~(6) Cyanide;~~
~~(7) Lead;~~
~~(8) Mercury;~~
~~(9) Nickel;~~
~~(10) Oil and grease (petroleum or mineral oil products);~~
~~(11) Silver;~~
~~(12) Total suspended solids;~~
~~(13) Total toxic organics; and~~
~~(14) Zinc.~~

(~~B~~ C) ~~(1) Concentration limits apply at the point designated by the city manager.~~ All concentrations for metallic substances are for "total" metal unless otherwise indicated ~~otherwise~~. At the discretion of the city manager, mass limitations may be imposed on users in addition to or in place of the concentration based limitations on the above listed pollutants.

~~(2) Compliance with all parameters may be determined from a single grab sample.~~

(~~C~~ D) The city manager may develop BMPs, by ordinance or in individual wastewater discharge permits or general permits, to implement local limits and the requirements of this section.

(`64 Code, Sec. 25-14) (Ord. No. 2494, 2761)

**SEC. 19-27. FEDERAL CATEGORICAL PRETREATMENT STANDARDS.**

(A) The federal categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405 through 471 are hereby incorporated by reference. A violation of such standards shall constitute a violation of this section.

(B) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the city manager may impose equivalent concentration or mass limits in accordance with 40 CFR Part 403.6(c).

(C) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the city manager shall impose an alternate limit using the combined waste stream formula in 40 CFR Part 403.6(e).

(D) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR Part 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

(E) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR Part 403.15.

(`64 Code, Sec. 25-15) (Ord. No. 2494)

**SEC. 19-28. MEDICAL AND INFECTIOUS WASTES.**

(A) The city manager may prohibit the introduction of medical wastes and may require that any such wastes be rendered noninfectious prior to discharge if deemed to pose a threat to public health and safety.

(B) No person shall discharge solid wastes from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories or other medical facilities to the system including, but not limited to, hypodermic needles, syringes, instruments, utensils or other paper and plastic items of a disposable nature, or recognizable portions of the human anatomy or laboratory animals, except where prior written approval for such discharges is given by the city manager. Approved discharges shall be considered industrial wastewater discharge under this article. The city manager may revoke such approval at any time.

(`64 Code, Sec. 25-16) (Ord. No. 2494)

**SEC. 19-29. CITY'S RIGHT OF REVISION.**

The city reserves the right to establish, by ordinance or in IWD permits, more stringent standards or requirements on discharges to the system.
(`64 Code, Sec. 25-17) (Ord. No. 2494)

**SEC. 19-30. SPECIAL AGREEMENTS.**

The city reserves the right to enter into special agreements with users, setting out special terms under which they may discharge into the system. In no case will a special agreement waive compliance with a pretreatment standard or requirement. However, the user may request a net gross adjustment to a categorical standard in accordance with 40 CFR Part 403.15. The user may also request a variance from the categorical pretreatment standard from the approval authority. Such a request will be approved only if the user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that categorical pretreatment standard. A user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR Part 403.13.
(`64 Code, Sec. 25-18) (Ord. No. 2494)

**SEC. 19-31. VARIANCES.**

(A) The city manager may grant a variance from one or more of the provisions of this article. Prior to issuing such a variance, the city manager shall verify that in no case will the granting of a variance allow the user to exceed applicable categorical pretreatment standards or requirements or federally mandated prohibitions.
(B) The city manager may require the user to monitor the volumes and/or concentrations of the discharge in excess of previous levels, if the city manager deems it necessary to properly enforce any variance granted under this section.
(C) The city manager reserves the right to impose requirements that are stricter than, or in addition to, those specified under the authority of sections 19-25 and 19-26 should the quantity or quality of the user's discharge merit unique consideration by virtue of the impact of the user's discharge on the system or public health and welfare.
(D) The city manager reserves the right to revoke the variance at any time.
(E) The city manager reserves the right to charge additional fees related to the granting of a variance.
(`64 Code, Sec. 25-19) (Ord. No. 2494)

**SEC. 19-32. DILUTION.**

No user shall ever increase the use of process water for the purpose of diluting a discharge, or in any other way attempt to dilute a discharge. The city manager may impose mass limitations on users suspected of using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.
(`64 Code, Sec. 25-20) (Ord. No. 2494)

## DIVISION 4. PRETREATMENT OF INDUSTRIAL WASTEWATER

**SEC. 19-35. PRETREATMENT FACILITIES.**

Users shall provide wastewater pretreatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits and the prohibitions set out in section 19-25 of this article within the time limitations specified by EPA, the State, or the city manager, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the city manager for review, and shall be acceptable to the city manager before such facilities are constructed. The review of such plans and operating procedures will in no way relieve the user from the responsibility of

modifying the facility as necessary to produce a discharge acceptable to the city manager under the provisions of this article.
(`64 Code, Sec. 25-21) (Ord. No. 2494)

**SEC. 19-36. ADDITIONAL PRETREATMENT MEASURES.**

(A) Whenever deemed necessary, the city manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from industrial waste streams, and such other conditions as may be necessary to protect the system and determine the user's compliance with the requirements of this article.

(B) The city manager may require any person discharging into the system to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure active management of flow. An IWD permit may be issued solely for flow regulation.

(C) Users shall provide gravity separation devices when, in the opinion of the city manager, they are necessary for the proper handling of wastewater containing excessive amounts of oil and grease or sand. All gravity separation devices shall be of a type and capacity approved by the city manager and shall be so located to be easily accessible for cleaning and inspection. Such devices shall be inspected, cleaned, and repaired regularly, as needed, by the user at user's expense.

(D) The city manager may require users with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.
(`64 Code, Sec. 25-22) (Ord. No. 2494)

(E) All dental dischargers are required to maintain a current Industrial Wastewater Permit.

**SEC. 19-37. SEPARATION OF DOMESTIC AND INDUSTRIAL WASTEWATER.**

All domestic wastewater including, but not limited to, those from restrooms, showers and drinking fountains shall be kept separate from all industrial wastewater until the industrial wastewater has passed through any required pretreatment system and/or monitoring facility.
(`64 Code, Sec. 25-23) (Ord. No. 2494)

**SEC. 19-38. SPILL PREVENTION PLANS.**

(A) Each user shall provide protection from accidental discharge of prohibited materials, other regulated pollutants or wastewater called out in this article or any other materials in concentration or quantities of which could be detrimental to the system, its operation or personnel. Each floor drain or floor sink located in an area where regulated chemicals are stored or used shall be protected in a manner approved by the city manager to prevent uncontrolled or accidental discharges of these regulated constituents from directly entering the system. Facilities to prevent accidental discharge shall be provided and maintained at the owner's and/or operator's expense. Detailed plans in the form of a spill prevention, control, and countermeasures plan (showing facilities and operating procedures to provide this protection) shall be submitted to the city manager for review and approval prior to construction of said facilities. Such review and approval of plans and operating procedures shall not relieve the user from the responsibility of said facilities as necessary to meet the other requirements of this article.

(B) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(C) Any user who causes or discovers a slug discharge of regulated pollutants or wastewater into the system shall immediately telephone the city manager in order that corrective action may be taken to protect the system, its operation and personnel. In addition, the person responsible for the discharge of the wastes or wastewater shall file a written report to the city manager, detailing the date, time and cause of the accidental discharge, the quantity and characteristics of the discharge and corrective action taken to prevent future discharges. The report shall be filed within five days of the occurrence of the discharge.
(`64 Code, Sec. 25-24) (Ord. No. 2494)

**SEC. 19-39. ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS.**

(A) The city manager shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan. The city manager may require any user to develop, submit for approval, and implement such a plan. Alternatively, the city manager may develop such a plan for any user.

(B) An accidental discharge/control slug plan shall address, at a minimum, the following:

(1) Description of discharge practices, including non-routine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the city manager of any accidental or slug discharge; and

(4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(`64 Code, Sec. 25-25) (Ord. No. 2494, 2761)

**SEC. 19-40. TENANT AND OWNER RESPONSIBILITIES.**

Any tenant under any rental, lease, or other agreement shall be jointly and severally responsible for compliance with the provisions of this article in the same manner as the owner, and both owner and tenant shall be jointly and severally liable to the city for any costs, damages, fines or penalties incurred and/or imposed by the city due to noncompliance by the tenant or owner with provisions of this article.

(`64 Code, Sec. 25-26) (Ord. No. 2494)

**SEC. 19-41. DISCHARGES OF WASTES OR WASTEWATER INTO THE SYSTEM FROM VEHICLES.**

(A) Septage may be introduced into the system only at locations designated by the city manager, and at such times as are established by the city manager. Such wastes shall not violate the provisions of division 3 of this article or any other federal, State or local regulation. The city manager may require septic tank waste haulers to obtain IWD permits.

(B) Industrial waste or wastewater haulers shall obtain IWD permits from the city manager. The city manager may require generators of hauled industrial waste or wastewater to obtain IWD permits. The city manager also may prohibit the disposal of hauled industrial waste or wastewater. The discharge of hauled industrial waste or wastewater is subject to all other requirements of this article.

(C) Industrial waste or wastewater haulers may only discharge loads at locations designated by the city manager. No load may be discharged without prior consent of the city manager. The city manager may collect samples of each hauled load to ensure compliance with applicable standards. The city manager may require the hauler to provide a waste analysis of any load prior to discharge.

(D) Industrial waste or wastewater haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste or wastewater hauler, permit number, truck identification, source of waste or wastewater, and volume and characteristics of waste or wastewater. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are hazardous wastes designated in RCRA.

(`64 Code, Sec. 25-27) (Ord. No. 2494)

**SEC. 19-42. VANDALISM.**

No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the system. Any person found in violation of this requirement shall be subject to the sanctions set out in divisions 8 through 10 of this article.

(`64 Code, Sec. 25-28) (Ord. No. 2494)

**SEC. 19-43. DISCHARGES FROM FOOD ESTABLISHMENTS, VEHICLE MAINTENANCE FACILITIES, AND COMMERCIAL AND INDUSTRIAL LAUNDRIES.**

(A) All food service establishments that introduce industrial wastewater into the system shall be required to install a grease interceptor device designed to prevent the ~~excessive~~unlawful discharge of fats, oil, and grease into the system. The grease interceptor device shall be a minimum of 750 gallons and in accordance to City standard plates 400, 413, and 415. The grease interceptor shall be easily accessible for cleaning and inspection. Maintenance records shall be maintained for a minimum of one year. The city manager may grant variances from the requirements of this paragraph on a case by case basis. The city manager may take into account the following items when determining whether to grant a variance: (1) size of the restaurant (2) Type and number of meals served per day (3) Seating capacity (4) Dishwashing facilities on-site and (5) Any other criteria the city manager deems applicable~~.~~

~~All food establishments or similar establishments that introduce industrial wastewater into the system shall install an approved grease interceptor that is of sufficient size so as to prevent excessive discharges of oil and/or grease into the system. The grease interceptor shall be easily accessible for cleaning and inspection. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis. The city manager may take into account the following items when determining whether to grant a variance:~~

~~(1) Size of the restaurant;~~
~~(2) Type and number of meals served per day;~~
~~(3) Seating capacity;~~
~~(4) Dishwashing facilities on-site; and~~
~~(5) Any other criteria the city manager deems applicable.~~

(B) All automotive related maintenance facilities that introduce industrial wastewater into the system shall be required to install a gravity separation device designed to prevent the excessive discharge of sand, silt, oil, and grease into the system. The gravity separation device shall be a minimum of 750 gallons and in accordance to City standard plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis.

~~All vehicle maintenance facilities that introduce industrial wastewater into the system shall be required to install a gravity separation device designed to prevent the excessive discharge of sand, silt, oil and grease into the system. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis.~~

(C) All commercial laundries, such as coin-operated facilities, that introduce industrial wastewater into the system shall be required to install a lint removal trap of a size and design approved by the city manager. The lint trap devices shall be cleaned at a minimum of one time per week. All industrial laundries that introduce industrial wastewater into the system shall be required to install a gravity separation device of a minimum 750 gallons and in accordance to City standard plates 400, 413, and 416. The city manager may grant variances from the requirements of this paragraph on a case-by-case basis. ~~The city manager shall have the authority to require additional pretreatment devices to ensure compliance with These facilities shall also install other pretreatment devices as required by the city manager to ensure their compliant with all requirements and provisions of this article.~~

~~All commercial and industrial laundries that introduce industrial wastewater into the system shall install a gravity separation device of a size and design approved by the city manager. These facilities shall also install other pretreatment facilities as required by the city manager to ensure their compliant with all requirements and provisions of this article. The city manager may grant variances from the requirements of this section on a case-by-case basis.~~

(D) If the city manager finds that a grease interceptor or gravity separation device installed prior to the effective date of this article is incapable of adequately retaining the grease, sand or oil in the wastewater flow from a food establishment, a vehicle maintenance facility, or a laundry, the city manager shall require that an adequately sized grease interceptor, gravity separation device or other pretreatment facility be installed within a reasonable time period.

(D~~E~~) The city manager may maintain an information file available for public use of acceptable designs of grease interceptors and gravity separation devices. These devices ~~are~~shall be designed in accordance ~~to~~with City standard plates 400, 413, 415, or 416. The installation of a design shown in such file or of any design meeting the size requirement set forth in this article or any recommendation of requirements made by the city manager shall not impute any liability to the city for the adequacy of the interceptor or gravity separation device under the actual conditions of use. Such installation shall not relieve the owner or proprietor of

responsibility for keeping prohibited substances or substances ~~above t~~in excess of the local limits in Section 19-26.~~limitations of this article out of the system. If the user's grease interceptor, gravity separation device or other pretreatment facility is not adequate under the conditions of use, the user shall construct a pretreatment facility that is effective in accomplishing the intended purpose and meeting the provisions of this article. The city manager may maintain an information file available for public use of acceptable designs of grease interceptors and gravity separation devices. The installation of a design shown in such file or of any design meeting the size requirement set forth in this article or any recommendation of requirements made by the city manager shall not impute any liability to the city for the adequacy of the interceptor or gravity separation device under the actual conditions of use. Such installation shall not relieve the owner or proprietor of responsibility for keeping prohibited substances or substances above the limitations of this article out of the system. If the user's grease interceptor, gravity separation device or other pretreatment facility is not adequate under the conditions of use, the user shall construct a pretreatment facility that is effective in accomplishing the intended purpose and meeting the provisions of this article.~~
(`64 Code, Sec. 25-29) (Ord. No. 2494)

**SEC. 19-44. MAINTENANCE OF GREASE INTERCEPTORS AND GRAVITY SEPARATION DEVICES.**

(A) Any grease interceptor or gravity separation device required by this article shall be readily accessible for inspection and properly maintained to assure that the accumulations of grease, sand or oil do not impair its efficiency or pass out with the effluent.

(B) All persons required to use and maintain a grease interceptor or gravity separation device shall keep records of the pretreatment device cleaning, maintenance and grease removal and provide such reports on request to the city manager. These records shall include the date, the name of the person who cleaned the device and the disposal site of the waste. The report may be reviewed by the city manager at each routine inspection.

(C) Persons hauling wastes and wastewater removed from these interceptors or gravity separation devices shall be registered to do so by the appropriate permitting agency.

(D) An interceptor or gravity separation device shall not be considered properly maintained if material accumulations total more than 25 percent of the operating fluid capacity.

(E) Improper maintenance of any grease interceptors and gravity separation devices or failure to maintain adequate records shall be considered a violation of this section.
(`64 Code, Sec. 25-30) (Ord. No. 2494)

**SEC. 19-45. LIMITATIONS ON THE USE OF GARBAGE GRINDERS.**

Pollutants from garbage grinders shall not be discharged into the system except as follows:

(A) Wastes generated in preparation of food in a residence;

(B) Where the user has an existing garbage grinder and has an approval for that specific use from the city, and agrees to undertake whatever self-monitoring is required to enable the city to equitably determine the charges and fees based on the waste constituents and characteristics. Such grinders must be repaired or replaced as necessary in order to at all times ensure that the waste is shredded to a degree that all particles will be carried freely under normal flow conditions prevailing in the city system. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, garden refuse, or waste products resulting from the handling, storage and sale of fruits and vegetables in wholesale and retail produce establishments, or wastes from plants engaged in the preparation, processing or preserving of foods not intended primarily for immediate consumption; and

(C) At any time the property or business changes ownership, excluding residential property, any existing garbage grinders installed on the property must be removed and no new garbage grinders may be installed as a condition of continued city sewer service to the property.
(`64 Code, Sec. 25-31) (Ord. No. 2494)

## DIVISION 5. INDUSTRIAL WASTEWATER DISCHARGE PERMIT SYSTEM

**SEC. 19-50. INDUSTRIAL WASTEWATER ANALYSIS.**

When requested by the city manager, an industrial user shall submit information on the nature and characteristics of its wastewater within 30 days of the request. The city manager is authorized to prepare a form for this purpose and may periodically require industrial users to update this information.
(`64 Code, Sec. 25-32) (Ord. No. 2494)

**SEC. 19-51. INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENTS.**

(A) No non-domestic user shall discharge or cause to be discharged wastewater, either directly or indirectly, into the system without first obtaining an IWD permit from the city manager. All non-domestic users, including, but not limited to, ~~such as~~ SIUs, CIUs, commercial and industrial laundromats, food service establishments, automotive--related businesses, and dental dischargers, are required to maintain a current Industrial Wastewater Discharge Permit.
~~No industrial user shall discharge wastewater, either directly or indirectly, into the system without first obtaining an IWD permit from the city manager.~~
(B) The city manager may require other users to obtain an IWD permit as necessary to carry out the purposes of this article.
(C) Any violation of the terms and conditions of an IWD permit shall be deemed a violation of this article and subjects the user to the sanctions set out in divisions 8 through 10 of this article. Obtaining an IWD permit does not relieve a ~~permittee~~ an Industrial User of its obligation to comply with all federal and State pretreatment standards or requirements or with any other requirements of federal, State and local law.
(`64 Code, Sec. 25-33) (Ord. No. 2494)

**SEC. 19-52. CONNECTIONS.**

Any user required to obtain an IWD permit that proposes to begin or recommence discharging into the system shall obtain such permit prior to beginning or recommencing such discharge. An application for an IWD permit, in accordance with sections 19-53 and 19-55 of this article, shall be filed at least 90 days prior to the date upon which any discharge will begin or recommence.
(`64 Code, Sec. 25-34) (Ord. No. 2494)

**SEC. 19-53. EXTRA-JURISDICTIONAL INDUSTRIAL USERS.**

New users located beyond the city limits that are required to obtain an IWD permit shall submit a permit application to the city manager 90 days prior to any proposed discharge into the system. Upon review of such application, the city manager may enter into an agreement with the user that requires the user to subject itself to and abide by this article, including all permitting, compliance monitoring, reporting, and enforcement provisions herein. Alternately, the city manager may enter into an agreement with the neighboring jurisdiction in which the user is located to provide for the implementation and enforcement of pretreatment program requirements against the user.
(`64 Code, Sec. 25-35) (Ord. No. 2494)

**SEC. 19-54. INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS.**

(A) All users required to obtain an IWD permit shall submit a permit application to the city manager at least 90 days before any proposed discharge. The city manager may require any user to submit as part of an application the following information:
(1) All information required by section 19-71(C) of this article;
(2) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility that are, or could accidentally or intentionally be, discharged to the system;
(3) Number and type of employees, hours of operation, and proposed or actual hours of operation;
(4) Each product produced by type, amount, process or processes and rate of production;
(5) Type and amount of raw materials processed (average and maximum per day);
(6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains,

and appurtenances by size, location, and elevation, and all points of discharge;

(7) Time and duration of the discharge; and

(8) Any other relevant information deemed necessary by the city manager to evaluate the application.

(B) Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

(`64 Code, Sec. 25-36) (Ord. No. 2494)

**SEC. 19-55. APPLICATION SIGNATORIES AND CERTIFICATION.**

All IWD permit applications shall be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(`64 Code, Sec. 25-37) (Ord. No. 2494)

**SEC. 19-56. DECISIONS.**

The city manager will evaluate the data furnished by the user and may require additional information. Within 60 days of receipt of a complete permit application, the city manager will determine whether or not to issue an IWD permit. The city manager may deny any application for an IWD permit, for good cause.

(`64 Code, Sec. 25-38) (Ord. No. 2494)

**SEC. 19-57. DURATION.**

IWD permits shall be issued for a specified time period, not to exceed five years. An IWD permit may be issued for a period less than five years, at the discretion of the city manager. Each IWD permit shall indicate a specific date of expiration.

(`64 Code, Sec. 25-39) (Ord. No. 2494)

**SEC. 19-58. CONTENTS.**

(A) An IWD permit shall include such conditions as are reasonably deemed necessary by the city manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate biosolids management and reuse, and protect against damage to the system.

(B) IWD permits shall contain:

(1) A statement of the duration of the permit, which in no event shall exceed five years;

(2) A statement that the permit is nontransferable without prior notification to and approval of the city manager in accordance with section 19-61, and provisions for furnishing the new owner or operator with a copy of the existing permit;

(3) Effluent limits, including BMPs based on applicable pretreatment standards;

(4) Self-monitoring, sampling, reporting, notification and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, State and local law;

(5) A statement of applicable civil, criminal and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, State or local law; and

(6) Requirements to control slug discharge, if determined by the city manager to be necessary.

(C) IWD permits may contain additions as the city manager deems necessary, including, but not limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for

flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the system;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the system;

(5) Requirements for installation and maintenance of inspection and sampling, facilities and equipment;

(6) A statement that compliance with the permit does not relieve the permittee of responsibility for compliance with all applicable federal and State pretreatment standards, including those that become effective during the term of the permit; and

(7) Other conditions as deemed appropriate by the city manager to ensure compliance with this article, and State and federal laws, rules and regulations.

(`64 Code, Sec. 25-40) (Ord. No. 2494, 2761)

**SEC. 19-59. APPEALS.**

(A) Any person, including the user, may petition the city to reconsider the terms of an IWD permit by filing a petition for reconsideration with the city clerk within ten days of its issuance.

(B) Failure to submit a timely petition for reconsideration shall be deemed to be a waiver of the administrative remedy.

(C) The petition for reconsideration shall set out the permit provisions objected to, the reasons for this objection, and the proposed alternative condition, if any, the petitioner seeks to be included in the permit.

(D) The conditions and provisions of the permit objected to by the user shall not be stayed pending a hearing on the petition.

(E) If the city manager fails to act within 45 days, the petition shall be deemed approved. Decisions not to reconsider a permit, not to issue a permit, or not to modify a permit shall be considered final administrative actions.

(F) Parties seeking judicial review of such final administrative petitions shall comply with the requirements set out in Cal. Code of Civil Procedure, Sections 1094.5 and 1094.6.

(`64 Code, Sec. 25-41) (Ord. No. 2494)

**SEC. 19-60. MODIFICATION.**

(A) The city manager may modify a permit for good cause.

(B) Good cause includes, but is not limited to, the following reasons:

(1) To incorporate any new or revised federal, State or local pretreatment standards or requirements;

(2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or characteristic since the time of permit issuance;

(3) A change in the system that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(4) Information indicating that the permitted discharge poses a threat to the system, city employees, or the receiving waters;

(5) Violation of any terms or conditions of the permit;

(6) Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standard pursuant to 40 CFR Part 403.13;

(8) To correct typographical or other errors in the permit; or

(9) To reflect transfer of the facility ownership and/or operation to a new owner/operator.

(`64 Code, Sec. 25-42) (Ord. No. 2494)

**SEC. 19-61. TRANSFER.**

(A) IWD permits may be transferred to a new owner or operator only if the permittee gives at least 30 days advance notice to the city manager and the city manager approves the transfer. The notice shall include a written certification by the new owner or operator that:

(1) The new owner and/or operator has no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing permit.

(B) Failure to provide advance notice of a transfer renders the permit void as of the date of facility transfer.

(`64 Code, Sec. 25-43) (Ord. No. 2494)

**SEC. 19-62. REVOCATION.**

(A) The city manager may revoke an IWD permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the city manager of significant changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the city manager of changed conditions pursuant to section 19-75 of this article;

(3) Misrepresentation or failure to fully disclose all relevant facts in the permit application;

(4) Falsifying self-monitoring reports;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the city manager timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer use charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(13) Violation of any pretreatment standard or requirement, or any terms of the permit or this article.

(B) IWD permits shall be voidable upon cessation of operations or transfer of business ownership. All IWD permits issued to a particular user are void upon the issuance of a new IWD permit to that user.

(`64 Code, Sec. 25-44) (Ord. No. 2494)

**SEC. 19-63. REISSUANCE.**

A user holding an expiring IWD permit shall apply for reissuance of the permit by submitting a complete IWD permit application in accordance with sections 19-54 and 19-55 of this article, at least 90 days prior to the expiration of the user's existing permit.

(`64 Code, Sec. 25-45) (Ord. No. 2494)

**SEC. 19-64. CONTINUATION OF EXPIRED INDUSTRIAL WASTEWATER DISCHARGE PERMITS.**

An expired IWD permit will continue to be effective and enforceable until the permit is reissued if:

(A) The user has submitted a complete IWD permit application at least 90 days prior to the expiration date of the user's existing permit; and

(B) The failure to reissue the IWD permit before the expiration of the existing permit is not due to any act or failure to act on the part of the user.

(`64 Code, Sec. 25-46) (Ord. No. 2494)

**SEC. 19-65. MUNICIPAL USER PERMITS.**

(A) If another legal jurisdiction outside the city, or user located within another legal jurisdiction outside

the system, contributes wastewater to the system, the city manager shall enter into an agreement for wastewater services with the municipality or users pursuant to section 19-53 of this article.

(B) Prior to entering into an agreement required by subsection (A) of this section, the city manager shall request the following information from the contributing municipality:

(1) A description of the quality and volume of wastewater discharged to the system by the contributing municipality;

(2) An inventory of all users within the contributing municipality that are discharging to the system; and

(3) Any other information as the city manager may deem necessary.

(C) An agreement, as required by subsection (A) of this section, shall contain the following conditions:

(1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this article and local limits that are at least as stringent as those established under authority of section 19-26. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to this article or local limits;

(2) A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;

(3) A provision specifying which pretreatment implementation activities, including IWD permit issuance, inspection and sampling, and enforcement will be conducted by the contributing municipality; which of these will be conducted by the city manager; and which of these activities will be conducted jointly by the contributing municipality and the city manager;

(4) A requirement for the contributing municipality to provide the city manager with access to all information that the contributing municipality obtains as part of its pretreatment activities;

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the system;

(6) Requirements for monitoring the contributing municipality's discharge;

(7) A provision ensuring the city manager access to the facilities of users located in the contributing municipality's jurisdictional boundaries for the purpose of inspecting, sampling, and any other duties deemed necessary by the city manager; and

(8) A provision specifying remedies for breach of the terms of the agreement.

(`64 Code, Sec. 25-47) (Ord. No. 2494)

## DIVISION 6. REPORTING REQUIREMENTS

### SEC. 19-70. MONITORING FACILITIES.

(A) All users required to obtain an IWD permit shall furnish, install and properly maintain a monitoring facility for wastewater sampling. This monitoring facility shall be of a design or configuration approved by the city manager, who may require flow measurement equipment, automatic flow proportional sampling equipment and automatic wastewater analysis and data recording equipment.

(B) Each user, as a part of its application for obtaining an IWD permit, shall propose a suitable location and design for the wastewater monitoring facility. Upon approval of the monitoring facility by the city manager, the user shall perform wastewater monitoring at this facility. The monitoring facility shall be located so as to be safe and accessible to city employees, and shall be constructed in accordance with the city's requirements, and all applicable local building codes and other local construction requirements. The user's proposal for a wastewater monitoring facility shall comply with the city's design requirements and shall be reviewed and approved by the city manager. Plans for all wastewater monitoring facilities, including flow measurement and sampling systems, determined by the city manager to require engineering design, shall be prepared and signed by a civil, chemical or mechanical engineer registered in the State or a registered engineer of other suitable discipline as determined by the city manager.

(C) The user's wastewater sampling analysis and flow measurement procedures, equipment, and results shall be subject to inspection by the city manager at any time. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times by the user.

(D) Failure of a user to keep approved wastewater monitoring facilities clean and in good working order shall not be grounds for the user to claim that any sample results are unrepresentative of the user's

wastewater. Flow measurement systems shall be regularly maintained and calibrated in accordance with guidelines established by the city manager.
(`64 Code, Sec. 25-48) (Ord. No. 2494)

**SEC. 19-71. BASELINE MONITORING REPORTS.**

(A) Within either 180 days after the effective date of a categorical pretreatment standard by an agency with the appropriate jurisdiction and authority to adopt categorical pretreatment standards, or within 180 days after the final administrative decision on a category determination under 40 CFR Part 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the system shall submit to the city manager a report which contains the information listed in subsection (C) below.

(B) At least 90 days prior to commencement of discharge, new sources, and sources that become categorical users subsequent to the promulgation of applicable categorical standard, shall submit to the city manager a report which contains the information listed in subsection (C) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of anticipated flow and quantity of pollutants discharged.

(C) Users described above shall submit the information set forth below, and all such submittals must be signed and certified in accordance with section 19-55 of this chapter:

(1) The name and address of the facility, including the name of the operator and owner;

(2) A list of any environmental control permits held by or for the facility;

(3) A brief description of the nature, average rate of production, and standard industrial classifications of the operation carried out by the user including a schematic process diagram that indicates points of discharge to the system from the regulated processes;

(4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR Part 403.6(e);

(5) (a) The categorical pretreatment standards applicable to each regulated process;

(b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or the city manager, of regulated pollutants in the discharge from each regulated process including instantaneous, daily maximum, and long-term average concentrations, or mass, where required;

(c) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 19-79 of this article. Sampling shall be performed in accordance with procedures set out in section 19-80 of this article.

(6) A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements;

(7) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall provide the city manager with the shortest schedule by which the user shall complete such additional pretreatment and/or O&M. The completion date shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-72 of this article;

(8) Any other relevant information requested by the city manager; and

(9) Signed and certified baseline monitoring reports in accordance with section 19-71 of this article.
(`64 Code, Sec. 25-49) (Ord. No. 2494, 2761, 2875)

**SEC. 19-72. COMPLIANCE SCHEDULES.**

The following conditions shall apply to the schedule required by section 19-71(C)(7) of this article:

(A) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing

and completing construction, and beginning and conducting routine operation;

(B) No increment referred to above shall exceed nine months;

(C) The user shall submit a progress report to the city manager no later than 14 days following each date in the schedule and the final date of compliance including, at a minimum, whether user complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

(D) In no event shall more than nine months elapse between such progress reports to the city manager.

(`64 Code, Sec. 25-50) (Ord. No. 2494)

**SEC. 19-73. REPORT ON COMPLIANCE WITH CATEGORICAL PRETREATMENT STANDARD DEADLINE.**

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the system, any user subject to such pretreatment standards and requirements shall submit to the city manager a report containing the information described in section 19-71(C)(4) through (6). For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR Part 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 19-55 of this article.

(`64 Code, Sec. 25-51) (Ord. No. 2494)

**SEC. 19-74. PERIODIC COMPLIANCE REPORTS.**

(A) All significant industrial users shall, at a frequency determined by the city manager, but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge that are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user must submit documentation required by the city manager of the pretreatment standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance with section 19-55 of this article.

(B) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(C) If a user, subject to the reporting requirement in this section, monitors any pollutant more frequently than required by the city manager, using the procedures prescribed in section 19-79 of this article, the results of this monitoring shall be included in the report sent to the city manager.

(`64 Code, Sec. 25-52) (Ord. No. 2494, 2761)

**SEC. 19-75. REPORT OF CHANGED CONDITIONS.**

(A) Each user shall notify the city manager of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

(B) The city manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an IWD permit application under sections or 19-54 or 19-55 of this article, if necessary.

(C) The city manager may issue an IWD permit under section 19-56 of this article, or modify an existing IWD permit under section 19-60 of this article in response to changed conditions or anticipated changed conditions.

(D) For purposes of this section, significant changes include, but are not limited to, flow increases of 25% or greater, and the discharge of any previously unreported pollutants.

(E) (1) An IU shall notify the POTW, the EPA Regional Waste Management Division Director, and

State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must inlcude the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the IU discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the IU: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications must take place within 180 days after the effective date of this rule. Industrial users who commence discharging after the effective date of this rule shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection need by submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFR 403.12(j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12(b), (d), and (e).

(2) Dischargers are exempt from the requirements of subsection (E)(1) of this section during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the IU discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the IU must notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(4) In the case of any notification made under subsection (E) of this section, the IU shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(`64 Code, Sec. 25-53) (Ord. No. 2494, 2875)

**SEC. 19-76. REPORTS OF POTENTIAL PROBLEMS.**

(A) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, which may cause potential problems for the system, the user shall immediately telephone and notify the city manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(B) Within five days following such discharge, the user shall, unless this requirement is waived by the city manager, submit a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability that may be incurred as a result of damage to the system, natural resources, or any other damage to person or property, nor shall such notification relieve the user of any fines, penalties, or other liability that may be imposed by this article or any other applicable provision of federal, State or local law.

(C) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in subsection (A) above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(D) Significant industrial users are required to notify the city manager immediately of any changes at its facility affecting the potential for a slug discharge.

(`64 Code, Sec. 25-54) (Ord. No. 2494, 2761)

**SEC. 19-77. REPORTS FROM UNPERMITTED USERS.**

All users not required to obtain an IWD permit shall provide appropriate reports as the city manager may require.
(`64 Code, Sec. 25-55) (Ord. No. 2494)

**SEC. 19-78. NOTICE OF VIOLATION; REPEAT SAMPLING AND REPORTING.**

If a user's sampling indicates a violation, the user shall notify the city manager within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the city manager within 30 days after becoming aware of the violation. The user is not required to resample if the city manager conducts monitoring at the user's facility at least once a month, or if the city manager samples between the user's initial sampling and when the user receives the results of this sampling. If the city performed the sampling and analysis in lieu of the industrial user, the city will perform the repeat sampling and analysis unless the city notifies the industrial user of the violation and requires the user to perform the repeat sampling and analysis.
(`64 Code, Sec. 25-56) (Ord. No. 2494, 2761)

**SEC. 19-79. ANALYTICAL REQUIREMENTS.**

All pollutant analyses, including sampling techniques, to be submitted as part of an IWD permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses shall be performed in accordance with procedures approved by the EPA.
(`64 Code, Sec. 25-57) (Ord. No. 2494)

**SEC. 19-80. SAMPLE COLLECTION.**

(A) Except as indicated in subsection (B) below, the user shall collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the city manager may authorize the use of time proportional sampling. Where time-proportional composite sampling or grab sampling is authorized by the city manager, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city manager, as appropriate. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

(B) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds shall be obtained using grab collection techniques.

(C) For sampling required in support of baseline monitoring and 90-day compliance reports required in section 19-71 and 19-73 (40 CFR 403.12(b) and (d)), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the city manager may authorize a lower minimum. For the reports required by section 19-74 (40 CFR 403.12(e) and 403.12(h)), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

(D) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the city.
(`64 Code, Sec. 25-58) (Ord. No. 2494, 2761, 2875)

### SEC. 19-81. MONITORING CHARGES.

The city manager may recover the city's expenses incurred in collecting and analyzing samples of the user's discharge and may collect such charges in the manner specified in division 11 of this article.
(`64 Code, Sec. 25-59) (Ord. No. 2494)

### SEC. 19-82. TIMING.

Written reports, applications, notices, and all mailings shall be deemed to have been submitted on the date postmarked. For reports that are not mailed, postage prepaid, into a mail facility serviced by the United States mail, the date of receipt of the report shall govern.
(`64 Code, Sec. 25-60) (Ord. No. 2494)

### SEC. 19-83. RECORD KEEPING.

Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with BMPs established under section 19-26(C). Records shall include the date, exact place, method, and time of sampling and the name of the person taking the samples, the dates analyses were performed, who performed the analyses, the analytical techniques or methods used, and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the city or where the user has been specifically notified of a longer retention period by the city manager.
(`64 Code, Sec. 25-61) (Ord. No. 2494, 2761)

## DIVISION 7. COMPLIANCE MONITORING

### SEC. 19-90. RIGHT OF ENTRY; INSPECTION AND SAMPLING.

(A) The city manager shall have the right to enter the premises of any user to determine whether the user is complying with the requirements of this article and any IWD permit or order issued hereunder. Users shall allow the city manager ready access to all parts of the premises for the purposes of inspecting, sampling, examining and copying records, and performing of any additional duties.

(B) Where a user has security measures in force that require proper identification and clearance before entry into user's premises, the user shall make necessary arrangements with user's security guards so that, upon presentation of suitable identification, the city manager will be permitted to enter, without delay, for the purposes of performing specific responsibilities.

(C) The city manager shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operation.

(D) The city manager may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at user's sole expense. All devices used to measure wastewater flow shall be electronically calibrated at least every six months and hydraulically calibrated at least every five years to ensure their accuracy.

(E) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the city manager and shall not be replaced. The costs of clearing such access shall be borne by the user.

(F) Refusal of access or unreasonable delays in allowing the city manager access to the user's premises shall be a violation of this article. The city manager may give notice of inspections at the city managers discretion, but unannounced inspections are an important part of the city's enforcement program, and users shall have no right to advance notice of any city inspections.
(`64 Code, Sec. 25-62) (Ord. No. 2494)

### SEC. 19-91. INSPECTION; SEARCH WARRANTS.

If the city manager has been refused access to a building, structure or property, or any part thereof, in violation of this article and/or any IWD permit, the city manager may seek issuance of an inspection or search warrant from a court in addition to pursuing any other remedies available to the city provided by federal, State or local law.
(`64 Code, Sec. 25-63) (Ord. No. 2494)

**SEC. 19-92. CONFIDENTIAL INFORMATION.**

(A) Information and data provided to the city manager pursuant to this part which is effluent data shall be available to the public without restriction.
(B) Unless eligible for confidential treatment as provided in 40 CFR Part 2, all other information which is submitted to the city manager pursuant to this article shall be available to the public in accordance with the California Public Records Act and at least to the extent provided by 40 CFR 2.302.
(`64 Code, Sec. 25-64) (Ord. No. 2494, 2875)

**SEC. 19-93. PUBLICATION OF SIGNIFICANT VIOLATORS.**

(A) In accordance with the public participation requirements of 40 CFR Part 25, the city manager shall at least annually publish a list of the users that, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. Publication pursuant to this section shall be in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of IUs which were in significant noncompliance with applicable pretreatment requirements. The cost of such publication, if any, may be charged to such users by the city manager in accordance with division 11 of this article.
(B) For the purposes of this section, a SIU (or any IU which violates paragraphs (3), (4), or (8) of this subsection) is in significant noncompliance if its violation meets one or more of the following criteria:
(1) Chronic violations of wastewater discharge limits, defined as those in which 66% or more of wastewater measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined by 40 CFR 403.3(l);
(2) Technical review criteria (TRC) violations, defined as those in which 33% or more of wastewater measurements taken for each pollutant parameter during a six-month period equal or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), multiplied by the applicable TRC (1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
(3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public;
(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8(f)(1)(vi)(B) to halt or prevent such a discharge;
(5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
(6) Failure to provide, within 45 days after the due date, any required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
(7) Failure to accurately report noncompliance; or
(8) Any other violation or group of violations, which may include a violation of BMPs, that the POTW determines will adversely affect the operation or implementation of the city's pretreatment program.
(`64 Code, Sec. 25-65) (Ord. No. 2494, 2761, 2875)

## DIVISION 8. ADMINISTRATIVE ENFORCEMENT REMEDIES

**SEC. 19-100. NOTIFICATION OF VIOLATION.**

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or order issued hereunder, or any pretreatment standard or requirement, the city manager may serve upon that user a written notice of violation.

(B) (1) Within ten days of the service of such notice, the user shall submit to the city manager an explanation of the violation and a plan for the satisfactory correction and prevention thereof, including specific required actions.

(2) Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation.

(C) Nothing in this section shall limit the authority of the city manager to take any action, including emergency action or any other enforcement action, without first issuing a notice of violation.

(`64 Code, Sec. 25-66) (Ord. No. 2494)

**SEC. 19-101. CONSENT ORDERS.**

The city manager may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for the noncompliance. Such documents shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to section 19-103 and 19-104 of this article.

(`64 Code, Sec. 25-67) (Ord. No. 2494)

**SEC. 19-102. ORDER TO SHOW CAUSE.**

(A) The city manager may order a user that has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement, to appear before the city manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user, specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken.

(B) The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the meeting. Such notice may be served on any authorized representative of the user. An order to show cause shall not be a bar against, or prerequisite for, taking any other action against the user.

(`64 Code, Sec. 25-68) (Ord. No. 2494)

**SEC. 19-103. ADMINISTRATIVE COMPLIANCE ORDERS.**

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement, the city manager may issue an order to the user responsible for the discharge, directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued until such time as the conditions of the administrative order have been satisfied.

(B) Issuance of an administrative compliance order shall not be a bar against, or a prerequisite for, the taking of any other action against the user.

(`64 Code, Sec. 25-69) (Ord. No. 2494)

**SEC. 19-104. CEASE AND DESIST ORDERS.**

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or order issued hereunder, or any pretreatment standard or requirements, or that the user's past violations are likely to recur, the city manager may issue an order to the user directing the user to cease and desist all such violations and directing the user to:

(1) Immediately comply with all applicable requirements; and

(2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(B) Issuance of a cease-and-desist order shall not be a bar against, or a prerequisite for, the taking of any other against the user.

(`64 Code, Sec. 25-70) (Ord. No. 2494)

**SEC. 19-105. ADMINISTRATIVE FINES.**

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit or an order issued hereunder, or any pretreatment standard or requirement, the city manager may issue an administrative complaint alleging the act or failure to act that constitutes the violation, the provisions of law authorizing imposition of the administrative fine, and the proposed administrative fine.

(B) The administrative complaint shall be served by personal delivery or certified mail on the user and shall inform the user that a hearing shall be conducted within 60 days after the user has been served. The hearing officer shall be the public works director or designee. The user may waive the right to a hearing, in which case the hearing officer shall not conduct the hearing and decide the matter based upon the administrative complaint. Any user dissatisfied by the decision of the hearing officer may appeal the hearing officer's decision to the city council within 30 days of notice of the hearing officer's decision.

(C) The city manager may recommend, and the hearing officer and city council may impose, administrative fines as follows:

(1) In an amount not to exceed $2,000 per day for failing or refusing to furnish a self-monitoring report or any other technical report required by this article;

(2) In an amount not to exceed $3,000 per day for failing or refusing to timely comply with any compliance schedule order by the city manager;

(3) In an amount to exceed $5,000 per violation per day for discharges in violation of discharge standards or limits, permit conditions, or prohibitions issued, reissued, or adopted by the city manager; and

(4) In an amount not to exceed $10 per gallon for discharges in violation of any suspension, cease-and-desist order or other orders, or prohibitions issued, reissued, or adopted by the city manager.

(D) The amount of any administrative fine imposed under this section, which remains delinquent for a period of 60 days or more, shall accrue interest at a standard rate of ten percent. Further, the amount of any administrative fine and interest accrued that remains delinquent after 60 days shall constitute a lien against the real property of the user from which the discharge originated.

(E) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action, whether criminal or civil, against the user.

(`64 Code, Sec. 25-71) (Ord. No. 2494)

**SEC. 19-106. EMERGENCY SUSPENSIONS.**

(A) The city manager may immediately suspend a user's permission to discharge into the system, whenever such suspension is necessary to stop an actual or threatened discharge that could or does cause an imminent or substantial endangerment to the operation of the system, to the environment or the public health, safety or welfare. The city manager may also immediately suspend a user's discharge, after the user is given notice and opportunity to respond, that threatens to interfere with the operation of the system, or that presents, or may present, an endangerment to the environment or the public health, safety or welfare.

(B) Any user notified of the suspension of the user's permission to discharge into the system shall immediately halt discharge into the system. In the event any user fails to immediately comply voluntarily with the suspension order, the city manager may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the system, the receiving waters, to the environment or the public health, safety or welfare. The city manager may allow the user to recommence discharge when the user has demonstrated to the satisfaction of the city manager that the threat of endangerment has passed, unless the termination proceedings set forth in section 19-107 of this article are initiated against the user.

(C) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful or potentially harmful

discharge and the measures taken to prevent any such future occurrence, to the city manager before the date of any order to show cause or termination hearing under sections 19-102 and 19-107 of this article.

(D) Nothing in this section shall be interpreted as requiring any hearing before issuance of any suspension order and the taking of any action permitted under this section.

(`64 Code, Sec. 25-72) (Ord. No. 2494)

### SEC. 19-107. TERMINATION OF DISCHARGE.

(A) In addition to all other remedies available under this article, federal, State and local law, the city manager may terminate any user's permission to discharge into the system if the user does any of the following acts:

(1) Violates IWD permit conditions;

(2) Fails to accurately report the wastewater constituents and characteristics of the user's discharge;

(3) Fails to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;

(4) Refuses reasonable access to the user's premises for the purpose of inspection, monitoring or sampling; or

(5) Violates the pretreatment standards in division 3 of this article.

(B) Any user violating the provisions in subsection (A) will be notified of the proposed termination of the user's permission to discharge into the system and be offered an opportunity to show cause under section 19-102 of this article why the proposed action should not be taken. Exercise of this option by the city manager shall not be a bar to, or a prerequisite for, taking any action, whether criminal or civil, against the user.

(`64 Code, Sec. 25-73) (Ord. No. 2494)

## DIVISION 9. JUDICIAL ENFORCEMENT REMEDIES

### SEC. 19-115. INJUNCTIVE RELIEF.

(A) When the city manager finds that a user has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, the city manager, through the city attorney, may petition the Ventura County Superior Court for the issuance of a temporary or permanent injunction, as appropriate, that restrains or compels the specific performance of the conditions/ requirements of an IWD permit, order, or other requirement imposed by this article on activities of the user.

(B) The city manager may also seek other appropriate legal and/or equitable relief; including an order for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or prerequisite for, the taking of any action against, whether criminal or civil, against a user.

(`64 Code, Sec. 25-74) (Ord. No. 2494)

### SEC. 19-116. CIVIL PENALTIES.

(A) A user that has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement may be liable to the city for a maximum civil penalty of $10,000 per violation per day.

(B) The city filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking other enforcement action, whether criminal or civil, against a user.

(`64 Code, Sec. 25-75) (Ord. No. 2494)

### SEC. 19-117. CRIMINAL PROSECUTION.

(A) A user who willfully or negligently violates any provision of this article, an IWD permit or an order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor.

(B) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, pursuant to this

article, an IWD permit, or an order issued hereunder, or that falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be guilty of a misdemeanor.
(`64 Code, Sec. 25-76) (Ord. No. 2494)

### SEC. 19-118. REMEDIES NONEXCLUSIVE.

The provisions in this article are not exclusive remedies. The city manager may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations is authorized by this article and by state and federal law, and will generally be in accordance with the city's enforcement response plan, which contains detailed procedures indicating how the city will investigate and respond to instances of industrial user noncompliance, including: (1) how the city will investigate instances of noncompliance; (2) the types of escalating enforcement responses the city will take in response to all anticipated types of industrial user violations and the time periods within which responses will take place; (3) identification by title of the officials responsible for each type of response; and (4) consistency with the city's primary responsibility to enforce all applicable pretreatment requirements and standards, as detailed in 40 CFR 403.8(f)(1) and (f)(2). However, the city manager may take other action against any user when the circumstances warrant. Further, the city manager is empowered to take more than one enforcement action against any noncompliant user.
(`64 Code, Sec. 25-77) (Ord. No. 2494, 2875)

## DIVISION 10. SUPPLEMENTAL ENFORCEMENT ACTION

### SEC. 19-125. PERFORMANCE BONDS.

The city manager may decline to issue or reissue an IWD permit to a user who has failed to comply with any provision of this article, a previous IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, unless the user first files a satisfactory bond, payable to the city, in a sum to be determined by the city manager.
(`64 Code, Sec. 25-78) (Ord. No. 2494)

### SEC. 19-126. LIABILITY INSURANCE.

The city manager may decline to issue or reissue an IWD permit to a user who has failed to comply with any provision of this article, a previous IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that the user has obtained financial assurances sufficient to restore or repair damage to the system caused by the user's discharge.
(`64 Code, Sec. 25-79) (Ord. No. 2494)

### SEC. 19-127. WATER SUPPLY SEVERANCE.

Whenever a user has violated, or continues to violate, any provision of this article, an IWD permit, or an order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will recommence, at the user's expense, only after the user has satisfactorily demonstrated the user's ability to comply.
(`64 Code, Sec. 25-80) (Ord. No. 2494)

### SEC. 19-128. INFORMANT REWARDS.

The city manager is authorized to pay up to $500 for information leading to the discovery of noncompliance by a user. In the event that the information provided results in an administrative fine or civil penalty levied against the user, the city manager is authorized to disperse up to ten percent of the collected fine or penalty to the informant. However, a single reward payment may not exceed $10,000.
(`64 Code, Sec. 25-81) (Ord. No. 2494)

## DIVISION 11. MISCELLANEOUS PROVISIONS

**SEC. 19-133. WASTEWATER RATES.**

(A) The rates charged for all wastewater collected by the city shall be established by ordinance of the City Council. Each customer receiving wastewater service is liable for payment for such service at the rates so established.

(B) Pursuant to Cal. Gov't Code section 53756, and after notice is provided as required by law, the adopted rates shall automatically adjust over a five-year period for inflation in the cost of operating the city's wastewater system. If the actual inflation in natural gas and electricity rates paid by the city since the effective date of the rates exceeds the rate study's cumulative forecast for inflation in utility costs for that same period, the rates will be automatically adjusted to recover the difference between the two. For example, if in year three of these rates the actual inflation in natural gas and electricity rates paid by the city since the effective date of the rates is 8.75% and the rate model estimates a cumulative increase of 7.5% over that same time period, then the inflation adjustment for that year would be 1.25%. On the other hand, if the actual inflation in natural gas and utility rates for this example time period is 7.5%, then no inflation adjustment would be made for that year as the actual inflation would equal the estimated inflation in the rate model. The city shall issue the adjustments no more than once per calendar year, and these adjustments will be effective at least 60 calendar days thereafter.

(C) When the City Council declares the existence of a water shortage condition pursuant to City Code Section 22-154, the wastewater treatment rates and charges provided herein that are based on water use shall be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration. For example, if the Council declares a Stage 2 water shortage condition with a mandatory water use reduction goal of 20%, then the rates provided herein that are based on water use, shall be concurrently adjusted upward by the same percentage - 20%. This adjustment shall be initiated as of the effective date of the water shortage declaration and terminate as of the date of the termination of that water shortage declaration.

(Ord. No. 2917)

**SEC. 19-134 FEES AND CHARGES.**

The fees, charges and rates set forth below shall be charged and collected for the use of and for other privileges and services relating to the Regional Wastewater Treatment System of the City of Oxnard:

(A) [reserved]

(B) City of Oxnard user charge for wastewater system. The rate for City user classes or individual users of the wastewater system shall be calculated by the "City of Oxnard User Charge Formula" (the Oxnard Formula) as follows:

OMUC = p (Vm) + q (Bm) + r (Sm)

Where:

OMUC = Oxnard monthly user charge in dollars

Vm = monthly wastewater discharge in millions of gallons

Bm = monthly BOD discharge in thousands of pounds

Sm = monthly SS discharge in thousands of pounds

p, q and r are unit cost coefficients established as follows:

| ***Service*** | | ***Effective July 1, 2017*** | ***Effective January 1, 2018*** | ***Effective January 1, 2019*** | ***Effective January 1, 2020*** | ***Effective January 1, 2021*** |
|---|---|---|---|---|---|---|
| Monthly wastewater discharge/millions of gallons | p = | $3,061.50 | $3,222.23 | $3,391.40 | $3,569.45 | $3,756.85 |
| Monthly BOD discharge/ thousands of pounds | q = | $697.59 | $734.22 | $772.77 | $813.35 | $856.06 |
| Monthly SS discharge/ thousands of pounds | r = | $551.70 | $580.67 | $611.16 | $643.25 | $677.03 |

(1) Formula users (industrial and commercial). The monthly user charge for formula users shall be calculated using the Oxnard Formula. Industrial and commercial users billed by Oxnard Formula shall be those so designated by the Public Works Director. For those formula users that do not provide metered wastewater flow data, the wastewater flow shall be assumed to be 90% of water consumed. For those users that provide engineering data acceptable to the Public Works Director showing a different percentage, the wastewater flows will be based on that data.

(2) Non-formula users (industrial, commercial and governmental). The monthly user charge for non-residential users of the system that are not classified as formula users by the Public Works Director shall be as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percent of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Commercial/school wastewater use (percentage wastewater return = 85%):

| ***Tier*** | ***Usage*** | ***Effective July 1, 2017*** | ***Effective January 1, 2018*** | ***Effective January 1, 2019*** | ***Effective January 1, 2020*** | ***Effective January 1, 2021*** |
|---|---|---|---|---|---|---|
| 1 | 0 to 50 HCF/month | $3.49 | $3.68 | $3.88 | $4.09 | $4.31 |
| 2 | > 50 to 930 HCF/month | $4.36 | $4.59 | $4.84 | $5.10 | $5.37 |
| 3 | > 930 HCF/month | $8.72 | $9.18 | $9.67 | $10.18 | $10.72 |

(b) Restaurant wastewater use (percentage wastewater return = 80%):

| ***Tier*** | ***Usage*** | ***Effective July 1, 2017*** | ***Effective January 1, 2018*** | ***Effective January 1, 2019*** | ***Effective January 1, 2020*** | ***Effective January 1, 2021*** |
|---|---|---|---|---|---|---|
| 1 | 0 to 20 HCF/month | $3.49 | $3.68 | $3.88 | $4.09 | $4.31 |
| 2 | >20 to 160 HCF/month | $4.36 | $4.59 | $4.84 | $5.10 | $5.37 |
| 3 | > 160 HCF/month | $8.72 | $9.18 | $9.67 | $10.18 | $10.72 |

(c) Laundry/laundromat wastewater use (percentage wastewater return = 90%):

| ***Tier*** | ***Usage*** | ***Effective July 1, 2017*** | ***Effective July 1, 2018*** | ***Effective July 1, 2019*** | ***Effective July 1, 2020*** | ***Effective July 1, 2021*** |
|---|---|---|---|---|---|---|
| 1 | 0 to 105 HCF/month | $3.49 | $3.68 | $3.88 | $4.09 | $4.31 |
| 2 | >105 to 525 HCF/month | $3.86 | $4.07 | $4.29 | $4.52 | $4.76 |
| 3 | > 525 HCF/month | $4.81 | $5.07 | $5.34 | $5.63 | $5.93 |

(3) Non-formula users - residential. Residential wastewater service is deemed to begin when water service begins. Monthly residential user charges by type of dwelling units are as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percentage of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Single family residential wastewater use (percentage wastewater return = 80%):

| *Tier* | *Usage* | *Effective July 1, 2017* | *Effective July 1, 2018* | *Effective July 1, 2019* | *Effective July 1, 2020* | *Effective July 1, 2021* |
|---|---|---|---|---|---|---|
| 1 | 0 to 9 HCF/month | $1.95 | $2.06 | $2.17 | $2.29 | $2.42 |
| 2 | >9 to 18 HCF/month | $2.17 | $2.29 | $2.42 | $2.55 | $2.69 |
| 3 | > 18 HCF/month | $3.03 | $3.19 | $3.36 | $3.54 | $3.73 |

(b) Single family residential wastewater use; large lots (lot size of over 7,000 square feet) (percentage wastewater return = 60%):

| *Tier* | *Usage* | *Effective July 1, 2017* | *Effective July 1, 2018* | *Effective July 1, 2019* | *Effective July 1, 2020* | *Effective July 1, 2021* |
|---|---|---|---|---|---|---|
| 1 | 0 to 16 HCF/month | $1.95 | $2.06 | $2.17 | $2.29 | $2.42 |
| 2 | > 16 to 25 HCF/month | $2.17 | $2.29 | $2.42 | $2.55 | $2.69 |
| 3 | > 25 HCF/month | $3.03 | $3.19 | $3.36 | $3.54 | $3.73 |

(c) Multi-family, multi-unit residential wastewater use (percentage wastewater return = 90%). Tiers for multi-family and multi-unit residential are variable and are determined by multiplying each tier allotment by the number of dwelling units:

| *Tier* | *Usage* | *Effective July 1, 2017* | *Effective July 1, 2018* | *Effective July 1, 2019* | *Effective July 1, 2020* | *Effective July 1, 2021* |
|---|---|---|---|---|---|---|
| 1 | 0 to 6 HCF/month | $1.58 | $1.67 | $1.76 | $1.86 | $1.96 |
| 2 | > 6 to 12 HCF/month | $1.77 | $1.87 | $1.97 | $2.08 | $2.19 |
| 3 | > 12 HCF/month | $2.47 | $2.60 | $2.74 | $2.89 | $3.05 |

(4) Monthly base rates. In addition to monthly rates based on water use (per HCF) as set forth above, the following customer classes shall pay monthly meter rates:

| *Service* | | *Effective July 1, 2017* | *Effective July 1, 2018* | *Effective July 1, 2019* | *Effective July 1, 2020* | *Effective July 1, 2021* |
|---|---|---|---|---|---|---|
| Single family | | $29.95 | $31.53 | $33.19 | $34.94 | $36.78 |
| Multi-family/ unit: | 1 to 6 units | $21.91 | $23.07 | $24.29 | $25.57 | $26.92 |
| | 7+ units | $10.92 | $11.50 | $12.11 | $12.75 | $13.42 |

(5) Minimum monthly fees. The following customer classes shall pay the greater of the applicable monthly rates set forth in the table below, or the monthly rates based on the actual water use (per HCF) as set forth above:

| *Service* | *Effective July 1, 2017* | *Effective July 1, 2018* | *Effective July 1, 2019* | *Effective July 1, 2020* | *Effective July 1, 2021* |
|---|---|---|---|---|---|
| Commercial | $19.90 | $20.95 | $22.05 | $23.21 | $24.43 |
| Restaurant | $18.46 | $19.43 | $20.46 | $21.54 | $22.68 |
| Laundry/ laundromat | $91.57 | $96.38 | $101.44 | $106.77 | $112.38 |
| School | $69.85 | $73.52 | $77.38 | $81.45 | $85.73 |

(6) Non-metered water users. Except as provided in subsection (B)(3) of this section for residential water users, other non-metered water users, including commercial and industrial users, shall pay a monthly rate as determined by the Public Works Director based upon the monthly rate charged a metered water user of comparable size and character of use, provided, however, that the minimum monthly charge shall be the same as that charged for a multi-family dwelling unit. In lieu of specifically calculated rates, non-metered customers will be charged the following:

| ***Service*** | ***Effective July 1, 2017*** | ***Effective July 1, 2018*** | ***Effective July 1, 2019*** | ***Effective July 1, 2020*** | ***Effective January 1, 2021*** |
|---|---|---|---|---|---|
| Non-metered customers | $51.42 | $54.12 | $56.97 | $59.97 | $63.12 |

(7) Where wastewater is collected by the city and is accepted by another agency for transmission, treatment and disposal, the monthly wastewater rates shall be equal to the rate charged by such agency for transmission, treatment and disposal of such wastewater, anything to the contrary herein notwithstanding.

(8) Additional charges for outside the city users of city wastewater system. Those outside the city users of the Las Posas sewer line shall be charged a monthly rate for wastewater service as follows. Wastewater service is deemed to begin when water service begins. The rate per hundred cubic feet (HCF) of water used is based on the assumption that 85% of commercial and 60% of residential water consumed is returned to the wastewater system. The Public Works Director shall have the right to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

(a) Monthly rates for user charge formula - outside city.

| ***Service*** | ***Effective July 1, 2017*** | ***Effective January 1, 2018*** | ***Effective January 1, 2019*** | ***Effective January 1, 2020*** | ***Effective January 1, 2021*** |
|---|---|---|---|---|---|
| Single family residential per | $79.72 | $83.32 | $87.04 | $90.96 | $95.11 |
| Multi-family residential per | $55.66 | $58.18 | $60.79 | $63.55 | $66.38 |

(b) Monthly rates for Las Posas commercial/institutional wastewater use.

| ***Tier*** | ***Service*** | ***Effective July 1, 2017*** | ***Effective January 1, 2018*** | ***Effective January 1, 2019*** | ***Effective January 1, 2020*** | ***Effective January 1, 2021*** |
|---|---|---|---|---|---|---|
| 1 | 0 to 50 HCF/month | $6.57 | $6.87 | $7.17 | $7.48 | $7.81 |
| 2 | > 50 to 930 HCF/month | $8.21 | $8.56 | $8.94 | $9.33 | $9.73 |
| 3 | > 930 HCF/month | $16.42 | $17.12 | $17.86 | $18.62 | $19.43 |

(C) Industrial and liquid waste sampling. Analysis and flow measurement. Dischargers whose wastewater charges are individually calculated using the Oxnard Formula shall be responsible for costs of required sampling, analysis and flow measurement associated therewith as provided in Chapter 19 of the Oxnard City Code. If sampling, analysis and flow data are not provided to the City as required, the Public Works Director shall cause monitoring to be performed or an estimate made to enable charges to be rendered. The discharger shall be billed for these extra costs.

(D) Charges for unusual or non-compatible wastewater. A charge for unusual or non-compatible waste constituents of such quality or character as to impose upon the city unusual operation and/or maintenance or capital costs whether or not related to total flow volume, biochemical oxygen demand, or suspended solids, shall be set by the Public Works Director and paid by the discharger. These charges shall be reasonably calculated to defray costs attributable to such wastes.

(E) Fee for appeal. For each appeal to the City Council of a ruling by the Public Works Director a fee of

$100 will be charged.

(F) Industrial wastewater discharge permits. The industrial wastewater discharge permits (permit) specified in Chapter 19 of the Oxnard City Code shall be granted for a specific time period, not to exceed five years. Application for permit and permit renewal shall be made in accordance with Chapter 19. All users classified as significant industrial wastewater users according to Chapter 19 shall be assessed a fee of $2,500 per year per permit. All other industrial users shall be assessed a fee of $100 per year per permit. In addition to the permit fee, new applicants for a permit shall be assessed a one time new application processing fee of $100.

(G) Billing procedure for monthly service charge for use of city wastewater system. Bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.
(Ord. No. 2917)

**SEC. 19-135. COLLECTION OF FEES.**

The amount of any fee or charge imposed by the provisions of this article, including interest and penalty assessments, shall be deemed a debt owed to the city. An action in the name of the city may be commenced in any court of competent jurisdiction for the amount of any delinquent fees or charges, and if legal action is brought by the city or its assignee to enforce collection of any amount charged and due under this article, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including actual attorneys' fees.
(`64 Code, Sec. 25-82) (Ord. No. 2494)

**SEC. 19-136. BILLING AND COLLECTION - DELINQUENT WASTEWATER BILL.**

Should a customer fail to pay a fee or charge for wastewater service, within one month after the billing date provided on the face of the bill, the city shall assess a penalty in an amount of 10% of the overdue balance.
(`64 Code, Sec. 25-83) (Ord. No. 2494, 2918)

**SEC. 19-137. OUT-OF-CITY SERVICE FEES.**

Property situated outside the boundaries of the city may be connected to the system if the city manager determines there is sufficient capacity in the system to serve the property. Out-of-city sewerage service shall be temporary and subject to cancellation following reasonable notice. Fees shall be as specified by ordinance.
(`64 Code, Sec. 25-84) (Ord. No. 2494)

**SEC. 19-138. CONNECTION FEES.**

(A) Sewer connection fees shall be specified by ordinance and shall be adjusted effective July first of each year to reflect changes in the construction cost index for Los Angeles from January of the previous year to January of the current year as reflected in the periodical, “Engineering News Record,” or other appropriate source as determined by the city manager.

(B) If a demolished structure is subsequently replaced, no additional sewer permit or sewer service connection fee is required if the building permit for the replacement structure is issued within five years of the date of destruction of the previous structure.

(C) If the building permit is issued more than five years but less than ten years from the date of demolition, the service connection fee shall be reduced by 50%. If the building permit is requested for any replacement after ten years from the date of demolition, the full permit or service connection fee shall be required.

(D) The property owner shall pay for any difference between the sewer connection fee based on the original water meter size and the connection fee based on the water meter size to serve the replacement structure. The property owner shall bear the burden of proving the date of the original demolition and that structure's water meter size at the time of destruction.
(`64 Code, Sec. 25-85) (Ord. No. 2494)

**SEC. 19-139. PRIVATE WATER SUPPLY FEES.**

(A) If a user has a supply of water not obtained from the city, the city manager shall charge and collect from the user the metered water user service fee. To facilitate calculation of this fee, the user shall install and maintain at the user's expense, a water meter of a type approved by the city manager, capable of measuring accurately the amount of water used on the premises.

(B) The meter shall provide water use measurement in the same manner as meters recording city water use, and the user shall permit the meter to be read monthly by authorized city employees.

(`64 Code, Sec. 25-86) (Ord. No. 2494)

**SEC. 19-140. APPEAL FEE.**

The fees for filing an administrative hearing or other hearing pursuant to this chapter shall be established in a resolution of the city council.

(`64 Code, Sec. 25-87) (Ord. No. 2494)

**SEC. 19-141. IWD PERMIT FEE.**

All persons requiring an IWD permit shall pay to the city a yearly permit fee established by resolution of the city council.

(`64 Code, Sec. 25-88) (Ord. No. 2494)

**SEC. 19-142. SERVICE FEES.**

Should the city or its agents perform required industrial wastewater sampling, analysis, review, flow measurements or other activities for a user, the user shall be held responsible for all accrued costs. The city manager may, at his/her discretion, bill the user directly for services performed by the city. The fees for such services shall be established by resolution of the city council.

(`64 Code, Sec. 25-89) (Ord. No. 2494)

**SEC. 19-143. PRETREATMENT CHARGES AND FEES.**

(A) The city council by resolution may adopt reasonable charges and fees for reimbursement of the costs of setting up and operating the city's pretreatment program.

(B) These charges and fees include:

(1) Fees for IWD permit applications, including the cost of processing the applications;

(2) Fees for monitoring, inspection, and surveillance procedures, including the cost of collecting and analyzing a user's discharge and reviewing monitoring reports submitted by users;

(3) Fees for reviewing accidental discharge procedures and construction and responding to accidental discharges;

(4) Fees for wastewater of such quality or character as to impose unusual operation and maintenance or capital costs on the system; whether related to flow volume, BOD, SS, or peak flow rates; and

(5) Other fees as the city council may deem necessary to carry out the provisions of this article.

(`64 Code, Sec. 25-90) (Ord. No. 2494)

# ARTICLE II. SOLID WASTE; RECYCLING

## DIVISION 1. IN GENERAL

**SEC. 19-150. PURPOSE.**

The collection, transportation, processing, marketing, transfer and disposal of solid waste and recyclables by qualified persons is necessary to protect the public health, safety and general welfare and to implement State law. For these reasons, collecting, transporting, processing, marketing, transferring and disposing of solid waste and recyclable materials requires regulation and control by the city in the manner set forth in the code, including, but not limited to, this article.

(`64 Code, Sec. 15-1) (Ord. No. 2372)

## SEC. 19-151. DEFINITIONS.

(A) For the purposes of this article, the following words shall have the following meanings. Any words or phrases relating to solid waste that are not defined in this article shall have the meaning applied to them in Cal. Pub. Res. Code, Sections 40000 *et seq.*

(B) Whenever reference is made herein to any portion of this article, any other ordinance, resolution or regulation of the city, or any law of this State, the reference shall be deemed to apply to all amendments and additions heretofore or hereafter made to such ordinances, resolutions, regulations or laws.

(1) ARTICLE - Article II of chapter 19 of the code and regulations issued pursuant hereto.

(2) CHARGES - Money paid for solid waste, recycling and related services.

(3) CURBSIDE - A curb located adjacent to a street or alley located within the city.

(4) HAZARDOUS WASTE - Material designated as a hazardous waste, a hazardous substance or a hazardous material, pursuant to any applicable federal, State or city law.

(5) NONRESIDENTIAL USE - A use on a lot that does not contain one or more residential dwellings or uses.

(6) OCCUPANT - The person who is entitled to use and occupy any lot located in the city, including buildings and structures located thereon.

(7) OWNER - The legal owner of any lot located within the city.

(8) PROCESSED MATERIALS - Recyclable materials that have been processed by a processing facility.

(9) RECYCLING CONTAINER - A container that complies with the requirements of the city for the use or temporary storage of recyclable materials.

(10) RECYCLING OR PROCESSING FACILITY - Means a facility, licensed and authorized by the city or another public agency having jurisdiction, where recyclable materials are cleaned, sorted, or otherwise prepared for marketing to an end user of the processed materials.

(11) RECYCLABLE MATERIALS - Materials that are discarded with the intent that they be collected for return to the economic mainstream in the form of processed materials, rather than becoming solid waste, and may include paper, cardboard, glass, metal, plastic, wood, meat, vegetable or plant matter, compostables, construction and demolition materials, and other materials specified by the city manager for inclusion in the city's recycling program, but shall not include hazardous waste.

(12) SOLID WASTE DIVISION - That division of the city responsible for the collection of solid waste and the management of services related to recyclable materials within the city.

(13) REGULATIONS - Written regulations and amendments thereof issued by the city manager pursuant to this article.

(14) RESIDUAL MATERIALS - That portion of recyclable materials delivered to a processing facility that is left over and must be disposed of after the recyclable materials have been processed.

(15) TRUCK - Any motor vehicle that transports recyclable materials within the city and that is defined as a truck in the Cal. Vehicle Code.

(`64 Code, Sec. 15-2) (Ord. No. 2372)

## SEC. 19-152. ESTABLISHMENT OF REGULATIONS BY CITY MANAGER.

The city manager shall from time to time, as deemed necessary or desirable, issue and amend regulations relating to the collection of residential and nonresidential solid waste and recyclable materials and the conditions of service, including but not limited to minimum service levels; standards for extra nonresidential business service; standards for keeping, collecting, removing and disposing of solid waste and recyclable materials; the sufficiency and sanitation of solid waste and recyclable materials containers and carriers; green waste; and the sale of salvageable materials, and of products, commodities and services incidental thereto, and the charges to be made therefor. Copies of such regulations shall be maintained at the solid waste division.

(`64 Code, Sec. 15-3) (Ord. No. 2372)

## SEC. 19-153. HOURS OF OPERATION AND CHARGES SET BY CITY COUNCIL.

(A) The city council shall by resolution set hours of operation of solid waste and recyclable materials

collection and hours of operation of city owned or operated public recycling or processing facilities.

(B) The city council shall by ordinance set charges for collection of solid waste, recyclable materials and related services. Such charges may include all costs incurred by the city in providing such services, including but not limited to the costs of employee and administrative overhead, the costs of contracts for services, and the costs of the purchase and rental of supplies and equipment.

(`64 Code, Sec. 15-4) (Ord. No. 2372)

### SEC. 19-154. COMPLIANCE WITH ARTICLE.

Whenever compliance with the provisions of this article is required of any person, such requirement shall include compliance with all regulations issued by the city manager pursuant to this article.

(`64 Code, Sec. 15-5) (Ord. No. 2372)

## DIVISION 2. REMOVAL AND DISPOSAL OF SOLID WASTE

### SEC. 19-160. SOLID WASTE ON PRIVATE PROPERTY.

(A) No owner, occupant or person in control of private property shall deposit, store or cause or permit to be deposited or stored any solid waste on such property so that such solid waste could or does attract rodents or pests and create a health hazard. "Rodent," as used in this subsection, means rats, mice, gophers and squirrels. "Pest," as used in this subsection, includes any animal or insect not under human control, which is offensive to the senses or interferes with the comfortable enjoyment of life, including but not limited to roaches, mosquitoes and flies.

(B) Every owner, occupant or person in control of private property shall properly store and maintain accumulations of solid waste so that they are not carried or deposited by the elements on any public right of way or public place, or on the private property of another.

(`64 Code, Sec. 15-6) (Ord. No. 2372)

### SEC. 19-161. SOLID WASTE ON STREETS, ALLEYS AND CITY PROPERTY.

No person shall deposit or cause or permit to be deposited, any solid waste on any public right-of-way, or on any property owned or leased by the city, except in receptacles or areas specifically designated or provided for that purpose.

(`64 Code, Sec. 15-7) (Ord. No. 2372)

### SEC. 19-162. NOTICE TO REMOVE SOLID WASTE; APPEAL OF NOTICE.

(A) The city manager shall give written notice to persons determined to be in violation of section 19-160 or section 19-161 of this article to remove and properly dispose of the solid waste. Such notice shall be prominently posted on the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the owner, occupant or person in control of the private property on which the accumulation exists, or shall be personally served on or sent by certified mail to the person who deposited or caused or permitted to be deposited solid waste on public property.

(B) The notice shall require that the solid waste be removed within three days of receipt of the notice or that the person addressed make alternate arrangements with the city manager, and shall state that if the solid waste is not removed, the city will remove and properly disposed of the solid waste and the person addressed will be billed for the cost thereof.

(C) Before the time set for the removal of the solid waste by the city, the person addressed in the notice may file with the city clerk a written request for review by the city council of the contemplated city action, which request shall operate to delay the city in removing the solid waste from private property and assessing the costs of removal, but shall not prevent removal of solid waste from public property.

(`64 Code, Sec. 15-8) (Ord. No. 2372)

### SEC. 19-163. REMOVAL OF SOLID WASTE BY CITY.

The city manager may cause solid waste deposited in violation of sections 19-160 or 19-161 to be removed

and properly disposed of upon failure, neglect or refusal of the person so notified to properly dispose of such solid waste within three days after receipt of written notice as provided in section 19-162, or within five days after the date a notice is returned to the solid waste division because of inability to make delivery thereof; provided, that the same was properly addressed to the last known address of the owner, occupant or person in control of the private property on which the accumulation exists, or of the person who deposited solid waste on public property.
(`64 Code, Sec. 15-9) (Ord. No. 2372)

**SEC. 19-164. CHARGES FOR REMOVAL AND DISPOSAL OF SOLID WASTE BY CITY.**

When the city has so effected the removal of solid waste, the person notified pursuant to section 19-162 shall be personally liable to the city for a charge for removal and disposal. The city may add the charge to the solid waste bill of such person or take other action to collect the charge. Any action described in this article taken by the city to remove and dispose of solid waste shall not bar criminal prosecution for violation of this article or preclude civil suit to collect amounts due.
(`64 Code, Sec. 15-10) (Ord. No. 2372)

**SEC. 19-165. STREET SWEEPING.**

In addition to other methods of removing solid waste from public rights of way provided in this article, the city may provide street sweeping services to prevent solid waste from accumulating in rights-of-way. The city council may prescribe charges for such services. Such charges shall be included in the charges for collection of solid waste and shall be payable by the persons liable for such charges.
(`64 Code, Sec. 15-11) (Ord. No. 2372)

**SEC. 19-166. TRUCKS TRANSPORTING SOLID WASTE OR RECYCLABLE MATERIALS.**

(A) The bodies of trucks transporting solid waste or recyclable materials shall be enclosed or have a covering securely placed over the entire load to prevent spilling of any part of the load. Trucks transporting solid waste shall comply with Cal. Vehicle Code, Section 23115.

(B) Each person operating a truck used to transport solid waste or recyclable materials shall have on the truck a broom, shovel and other equipment necessary to clean and pick up any recyclable materials spilled, dropped or deposited from the truck on any public or private property, and shall clean up, pick up, transport and haul away any such solid waste or recyclable materials.

(C) All trucks and other equipment used to transport solid waste or recyclable materials shall at all times be maintained in a good and safe mechanical condition, with a neat and presentable appearance. All such trucks and other equipment shall be available at all reasonable times for inspection by an authorized representative of the city.

(D) Each truck used to transport solid waste or recyclable materials, except for trucks owned and operated by the city or trucks used pursuant to subsection (C) of section 19-175 or subsections (C) or (E) of section 19-190, shall display the name, address and telephone number of the person transporting solid waste or recyclable materials on both sides of the exterior of the truck in such a manner and size as to be legible.
(`64 Code, Sec. 15-12) (Ord. No. 2372)

**SEC. 19-167. BURNING SOLID WASTE.**

No person shall burn solid waste.
(`64 Code, Sec. 15-13) (Ord. No. 2372)

**SEC. 19-168. HAZARDOUS WASTE IN SOLID WASTE CONTAINERS.**

No person shall place hazardous waste in a solid waste container.
(`64 Code, Sec. 15-14) (Ord. No. 2372)

**SEC. 19-169. RESIDENTIAL SUBDIVIDERS TO PAY FOR SOLID WASTE CONTAINERS.**

Any subdivider who subdivides property into residential lots shall pay to the city the amount of money

estimated by the city manager to be required to purchase the appropriate solid waste containers for each such residential lot, in order that at occupancy the city may provide one or more solid waste containers for each residence.
(`64 Code, Sec. 15-15) (Ord. No. 2372)

## DIVISION 3. COLLECTION AND CHARGES

### SEC. 19-175. EXCLUSIVE RIGHT TO COLLECT SOLID WASTE.

(A) The collection, removal and disposal of all solid waste, including solid waste generated by residential, commercial, agricultural, construction or demolition uses within the city, may be performed by the city or its authorized representatives. No other person may engage in the collection, removal and disposal of solid waste, except as provided in subsections (B) and (C) of this section.
(B) A person holding a city business license for the collection, removal and disposal of solid waste may collect construction and demolition debris from roll-off boxes and remove and dispose of such debris.
(C) An owner or occupant may collect, remove and dispose of solid waste created by activities on the lot owned or occupied by such person, provided that such person uses his/her own resources to effect the collection, removal and disposal, or contracts for such services only with the person who engaged in the activities that created the solid waste.
(`64 Code, Sec. 15-16) (Ord. No. 2372)

### SEC. 19-176. EXTRA NONRESIDENTIAL SERVICE.

Any person desiring more than the minimum solid waste collection service may apply to the solid waste division for extra service.
(`64 Code, Sec. 15-17) (Ord. No. 2372)

### SEC. 19-177. UNAUTHORIZED COLLECTION.

No person except authorized city officers and employees shall collect, remove, convey, or cause or permit to be removed, collected or conveyed, any solid waste on or along any public right-of-way in the city. This section shall not apply to any person with whom the city has entered into a contract for the collection, removal and disposal of solid waste, or to any person who holds a city business license for the collection, removal and disposal of solid waste, or to any employee of such persons, while such contract or license is in force.
(`64 Code, Sec. 15-18) (Ord. No. 2372)

### SEC. 19-178. INTERFERENCE WITH COLLECTION.

No person shall interfere with or obstruct the collection, transportation, disposal or processing of solid waste.
(`64 Code, Sec. 15-19) (Ord. No. 2372)

### SEC. 19-179. INTERFERENCE WITH SOLID WASTE CONTAINERS.

No person other than the owner or occupant, or a person to whom the owner or occupant has given consent, or an officer or employee of the city, or a person or an employee thereof holding a contract with the city or a business license issued by the city for the collection, removal and disposal of solid waste, shall interfere in any manner with any solid waste container or the contents thereof, or place materials within or remove the contents from any solid waste container.
(`64 Code, Sec. 15-20) (Ord. No. 2372)

### SEC. 19-180. COLLECTION IN ANNEXED AREAS.

When the city annexes an area in which, for at least the immediately preceding three years, private solid waste collection service of at least the quality and frequency of service provided by the city has been provided by an operator holding a county franchise, license or permit, the operator may continue to provide

such service to the existing service area for the period provided by Cal. Pub. Res. Code, Section 49520 after the city mails notice to the operator that after such period the city will provide exclusive service to the area. The city and the operator may provide on mutually satisfactory terms for the operator's termination of service before such period expires.
(`64 Code, Sec. 15-21) (Ord. No. 2372)

**SEC. 19-181. OCCUPANTS LIABLE FOR CHARGES; CHARGES TO BE BILLED TO WATER METER USER.**

All occupants are liable for charges for solid waste collection services. In the case of premises containing more than one dwelling unit or place of business or both that are served by a single water meter, such charges may be billed to the landlord or water meter user, who shall collect such charges from the occupants thereof and transmit the amount so collected to the city. In the event the landlord or water meter user fails to collect such charges from any such occupant and remit the charges to the city, the landlord or water meter user shall be liable to the city for the payment of such charges.
(`64 Code, Sec. 15-22) (Ord. No. 2372)

**SEC. 19-182. CHARGES ADDED TO UTILITY BILL; PAYMENT; ADJUSTMENT FOR HIGHER RATES.**

Whenever possible, charges for the collection of solid waste and recyclable materials and related services shall be added to city utility bills. Such charges shall be for the period covered by the utility bills, and shall be payable at the same time and in the same manner as utility bills. Bills for a fractional part of a billing period may be prorated in a manner approved by the city manager. Whenever it is not possible to determine the total amount of such charges to be added to the utility bill, or if such charges must be billed separately, bills for such services may be rendered and payment of such charges may be made quarterly or monthly, in advance, as directed by the city manager.
(`64 Code, Sec. 15-23) (Ord. No. 2372)

**SEC. 19-183. DELINQUENT BILL; AUTHORITY TO DISCONTINUE UTILITY SERVICE.**

When a customer's bill for the collection of solid waste, recyclable materials and related services at a service location becomes delinquent, and water is furnished to the customer through one or more services at the same or different locations, all such water services may be shut off. In addition, the city shall have the authority to discontinue water service or solid waste and recyclable materials service, or both, without notice for failure to comply with this article or the rules and regulations promulgated by the city manager pursuant to this article. The charges and procedures for resumption of water service shut off pursuant to this article shall be those found in chapter 22. As an additional remedy, an action in the name of the city may be commenced in any court of competent jurisdiction for the amount of any delinquent charges; and if legal action is brought by the city or its assignee to enforce collection of any amount charged and due under this article, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including reasonable attorneys' fees.
(`64 Code, Sec. 15-24) (Ord. No. 2372)

**SEC. 19-184 BILLING AND COLLECTION - DELINQUENT REFUSE BILL.**

Should a customer fail to pay a fee or charge for refuse service, within one month after the billing date provided on the face of the bill, the city shall assess a penalty in an amount of 10% of the overdue balance.
(Ord. No. 2918)

## DIVISION 4. RECYCLABLE MATERIALS

**SEC. 19-190. COLLECTING, TRANSPORTING, PROCESSING AND MARKETING RECYCLABLES.**

No person shall collect, transport, process or market recyclable materials within the city unless such person

is:

(A) An officer or employee of the city acting in the course of that individual's official duty;

(B) A person holding a city business license for the collection, transportation, processing or marketing of recyclable materials or an employee of such person;

(C) An owner or occupant, provided that such person transports only those recyclable materials that are generated on the lot owned or occupied by such person to a buy back center, drop off center or other facility certified pursuant to Cal. Pub. Res. Code, Sections 14500 *et seq.*;

(D) The holder of a city business license for a recycling facility or processing facility, or an officer or employee of the licensee; or

(E) An agent or employee of, or a volunteer authorized by, a nonprofit organization that collects recyclable materials or processed materials as a part of a fund-raising activity for the benefit of such nonprofit organization.

(`64 Code, Sec. 15-25) (Ord. No. 2372)

**SEC. 19-191. RECYCLING CONTAINERS; REMOVAL OR INTERFERENCE.**

(A) Recycling containers for the temporary storage of recyclable materials generated on any lot shall comply with all applicable provisions of this article and the code.

(B) No person other than the persons specified in section 19-190 shall remove or interfere in any way with a recycling container or the contents thereof, after the same is placed for collection at an authorized collection location by the occupant or owner of the lot on which the recyclable materials were generated.

(C) Notwithstanding any other provision of the code, violation of this section is hereby declared to be an infraction punishable in accordance with the provisions of chapter 1 of the code, relating to punishment for infractions.

(D) As an alternative to subsection (C) of this section, the city attorney is authorized to bring a civil suit at law or equity against any person who violates this section. In any such civil suit, the court shall either allow treble damages, as measured by the value of the material removed or interfered with, or award a civil penalty of not more than $1,000, whichever is greater, against the person who violated this section, for each unauthorized removal or interference, together with the city's reasonable attorneys' fees, expert and other witness fees, and all costs.

(`64 Code, Sec. 15-26) (Ord. No. 2372)

**SEC. 19-192. PLACEMENT OF RECYCLING CONTAINERS.**

The following provisions apply to curbside or alley recyclable materials collection:

(A) No person shall place or cause to be placed for collection recyclable materials or any recycling container containing recyclable materials, at any place, at any time or in any manner other than as provided in this article or regulations established thereto. Recyclable materials that need not be placed in a recycling container for collection pursuant to this article shall be placed for collection at the same locations and at the same times as recyclable materials required to be placed for collection within a recycling container.

(B) (1) No person shall place or cause to be placed a recycling container or recyclable materials for collection at any time other than on the days established pursuant to this article or regulations established thereto.

(2) Recycling containers shall be placed for collection by the time designated by resolution of the city council, or at any time within 12 hours prior to the designated collection time. No person shall permit recycling containers or recyclable materials to remain at such locations after the designated collection day.

(3) Each recycling container shall be returned to a location where the same is permitted to be stored pursuant to the provisions of the code or regulations issued pursuant thereto.

(C) (1) Any recycling container or recyclable materials to be placed for collection on the lot where generated adjacent to a street, shall be placed as close as practicable to the curb line or right-of-way line of the street.

(2) No recycling container or recyclable materials shall be placed within the limits of any street or alley within the city, unless by direction of the city manager.

(`64 Code, Sec. 15-27) (Ord. No. 2372)

### SEC. 19-193. TITLE TO RECYCLABLE MATERIALS.

Title to recyclable materials shall be deemed for all purposes to be vested in the city as of the time the materials are placed in the collection location with the intent that they be collected for recycling by the persons identified in section 19-190.
(`64 Code, Sec. 15-28)

### SEC. 19-194. RECYCLING COLLECTION SERVICES.

Each person operating pursuant to section 19-190(B) shall, on request of the owner or occupant of a nonresidential use, provide recyclable materials collection equipment or services, including, but not limited to, segregated and nonsegregated recycling container services.
(`64 Code, Sec. 15-29) (Ord. No. 2372)

## DIVISION 5. HAZARDOUS MATERIALS

### SEC. 19-200. UNDERGROUND STORAGE.

(A) Pursuant to Cal. Health and Safety Code, Chapter 6.7, Division 20, Section 25283 and Cal. Health and Safety Code, Chapter 6.11, Division 20, Section 25404.1, the city assumes or has previously assumed responsibility for the implementation within the Cal. Gov't Code, Title 23, Division 3, Chapters 16 and 18, pertaining to underground storage of hazardous substances, and Cal. Health and Safety Code, Chapter 6.75, Division 20, pertaining to underground petroleum storage tank cleanup, to the extent that such regulations and statutes authorize such action by the city.

(B) The city council designates the City's Certified Unified Program Agency Program (CUPA Program) as responsible for administering and enforcing said regulations and statutes on behalf of the City. The CUPA Program may adopt regulations to implement this division.

(C) Pursuant to Cal. Health and Safety Code, Sections 25280 *et seq.*, and Cal. Gov't Code, Chapter 16, Division 3, Title 23, the CUPA Program shall issue, renew, revoke and modify permits to operate underground storage tanks.

(D) Pursuant to Cal. Health and Safety Code, Sections 25299.10 *et seq.* and Cal. Gov't Code, Chapter 18, Division 3, Title 23, the CUPA Program shall require correction action with regard to underground storage tanks and releases therefrom, including the preparation of a workplan, and shall perform, monitor or oversee corrective action as directed by the State Water Resources Control Board or the regional water quality control board.

(E) The CUPA Program shall charge for services provided under this ordinance the fees adopted therefor by resolution of the city council.
(`64 Code, Sec. 15-30) (Ord. No. 2431)

# ARTICLE III. STREETS AND SIDEWALKS

## DIVISION 1. ENCROACHMENTS AND EXCAVATIONS

### SEC. 19-205. DEFINITIONS.

For the purpose of this article, the following words shall have the following meanings:

(A) ENCROACHMENT - Any physical object or material thing that occupies space in, under or on a right-of-way, including any obstruction within or over a right-of-way, but not including structural and architectural projections permitted by the code, a building being moved under a city permit and any vehicle, bicycle or similar mechanical means of transportation in motion on a right-of-way.

(B) ENGINEER - The city engineer or designee, including city inspectors and the city streets superintendent.

(C) EXCAVATE - Cutting, digging or boring in a right-of-way, including any street repair, trenching, patch or fill.

(D) RIGHT-OF-WAY - Any real property or interest therein owned by or under the jurisdiction of the

city, located within the city, and used or reserved for a public purpose, including any public road, street or alley (including curbs, gutters and parkways), any public waterway, and any public easement, parking lot, park or landscaped area.

(E) STREET CUT FEE - A payment made to the city for the privilege to excavate in order to reimburse the city for damage to the right-of-way caused by the excavation and not corrected by any backfill, compaction or pavement replacement.

(`64 Code, Sec. 26-1) (Ord. No. 2444)

**SEC. 19-206. PERMIT REQUIRED.**

A person shall obtain an encroachment permit from the city before doing any of the following:

(A) Excavate in a right-of-way;

(B) Construct, alter or repair any driveway, sidewalk, curb, gutter, or other improvement in a right-of-way;

(C) Plant, remove or permanently affect in any manner a tree, a shrub or other plant life within a right-of-way;

(D) Create, alter or remove an encroachment, including the erection of a temporary structure; and

(E) Move any object, except a building, the size or movement of which would interfere with the normal flow of vehicular traffic on a right-of-way.

(`64 Code, Sec. 26-2) (Ord. No. 2444)

**SEC. 19-207. APPLICATION; INDEMNIFICATION OF CITY.**

(A) The engineer shall provide the application for an encroachment permit.

(B) The engineer shall condition the permit as necessary to ensure that the work is performed according to city standards and specifications. If the engineer finds that the proposed work is in the public interest and not contrary to the public health, safety or welfare, the applicant shall be granted the permit.

(C) Until final acceptance of the work, the permittee shall indemnify and save harmless the city council, the city and its officers and employees from all liability and against all loss, cost or expense occasioned by or arising from any work performed under the encroachment permit.

(`64 Code, Sec. 26-3) (Ord. No. 2444)

**SEC. 19-208. WORK WITHOUT A PERMIT; REVIEW FEES.**

If a person without an encroachment permit commences any work for which an encroachment permit is required, the engineer shall review the work before issuing a permit. The person commencing such work shall pay a review fee in addition to any permit fees, whether or not the engineer issues a permit. The review fee shall be equal to the total amount of the permit and inspection fees set forth in section 19-220.

(`64 Code, Sec. 26-4) (Ord. No. 2444)

**SEC. 19-209. DURATION OF PERMIT.**

(A) An encroachment permit is valid for the period specified in the permit, which will usually be 30 days from the date of issuance.

(B) A utility encroachment permit is valid for a calendar year, or for the part thereof stated in the permit.

(C) A person conditioned by a land use approval to maintain landscaping or other improvements in a right-of-way shall obtain an indeterminate encroachment permit, which shall be valid as long as the permittee maintains the landscaping or other improvements in accordance with the conditions of the land use approval and complies with all conditions of the indeterminate encroachment permit.

(D) A person permitted by agreement with the city to place a structure on a right-of-way for six months or longer shall obtain an indeterminate encroachment permit, which is valid as long as the agreement permits the structure to remain and the permittee complies with all conditions of the agreement and the indeterminate encroachment permit.

(E) A permittee shall comply with all conditions of the indeterminate encroachment permit issued to the permittee.

(`64 Code, Sec. 26-5) (Ord. No. 2444, 2654)

**SEC. 19-210. UTILITY ENCROACHMENT PERMIT.**

A public utility shall obtain a utility encroachment permit. Before commencing any work, the public utility shall also obtain an encroachment permit for the specific work. In an emergency, a public utility may do work before obtaining an encroachment permit for the specific work, provided that within three days after beginning the work, the public utility shall inform the engineer of the date, location and type of work done.
(`64 Code, Sec. 26-6) (Ord. No. 2444)

**SEC. 19-211. SPECIFICATIONS FOR WORK.**

The permittee shall comply with the specifications in the encroachment permit. Copies of approved specifications will be available to any applicant or permittee.
(`64 Code, Sec. 26-7) (Ord. No. 2444)

**SEC. 19-212. INSPECTION OF CONCRETE WORK.**

Any person doing concrete work under an encroachment permit shall ask the engineer to inspect the work at least 24 hours before pouring the concrete. No person shall pour concrete without prior approval by the engineer.
(`64 Code, Sec. 26-8) (Ord. No. 2444)

**SEC. 19-213. TESTING AND CERTIFICATION OF WORK.**

At any stage of permitted work, the engineer may require the permittee to do testing and certification, including, but not limited to, materials testing and certifications by professional engineers or testing businesses, to the extent required to allow the engineer to determine whether the work is satisfactory.
(`64 Code, Sec. 26-9) (Ord. No. 2444)

**SEC. 19-214. PROTECTION OF PUBLIC.**

A permittee is responsible for the condition and progress of the work until its final acceptance and shall use all reasonable and necessary precautions and measures to protect the work and to prevent accidents and harm to persons and property arising from the work.
(`64 Code, Sec. 26-10) (Ord. No. 2444)

**SEC. 19-215. REMOVAL OF ITEMS.**

Unless otherwise authorized by the engineer, a permittee shall remove all equipment, materials and debris from the permitted work site within three days after acceptance of the work.
(`64 Code, Sec. 26-11) (Ord. No. 2444)

**SEC. 19-216. ACCEPTANCE OF WORK; SECURITY.**

(A) The permittee shall correct defective work as determined by the engineer.
(B) No permitted work is finished or completed until accepted by the engineer.
(C) The engineer may require the permittee to post security in order to guarantee satisfactory workmanship after acceptance, in an amount and for a period of time determined by the engineer to be necessary in order to protect the public health, safety and welfare.
(`64 Code, Sec. 26-12) (Ord. No. 2444)

**SEC. 19-217. CERTIFICATE OF OCCUPANCY; ELIMINATION OF DRIVEWAYS.**

(A) The city shall not issue any certificate of occupancy or use, or give any final clearance to a public utility for service, for any building until damage to abutting rights-of-way occasioned by construction of the building and all required or damaged rights-of-way or driveways serving the lot on which the building is located are properly repaired or constructed and meet approved specifications, as determined by the engineer.

(B) If the need for or use of a driveway serving a lot has been eliminated by the conversion, alteration or removal of improvements on the lot, or by a change in the use of the lot, the driveway should be replaced with sidewalk, curb and gutter improvements.
(`64 Code, Sec. 26-13) (Ord. No. 2444)

**SEC. 19-218. USE OF CITY FORCES; CHARGE.**

(A) The city may require that repairs to rights-of-way necessitated by a permittee other than a public utility or a city utility be performed by city staff rather than by the permittee.
(B) In such case, the permittee shall pay the city the estimated charge for repairs computed from the city's approved schedule of charges for repair work by city forces.
(C) A schedule of approved charges for repair work by city forces, adopted by the city council, shall be on file in the offices of the engineer and the city clerk.
(`64 Code, Sec. 26-14) (Ord. No. 2444)

**SEC. 19-219. CHARGE FOR EXTRA WORK.**

If repairs exceeding those estimated are made by city forces, the permittee shall promptly pay the city for such work, in accordance with the schedule of charges and the repairs performed.
(`64 Code, Sec. 26-15) (Ord. No. 2444)

**SEC. 19-220. PERMIT FEES.**

(A) An applicant for an encroachment permit shall pay the following fees:
(1) Encroachment permit fee; and
(2) Inspection fee. If the work is to be performed by city forces, the applicant shall pay an amount equal to the estimated cost of the work in lieu of an inspection fee.
(B) A schedule of fees to implement this section shall be established by resolution of the city council.
(`64 Code, Sec. 26-16) (Ord. No. 2444)

**SEC. 19-221. STREET CUT FEE; WAIVER.**

(A) An applicant for an encroachment permit to excavate shall pay a street cut fee unless otherwise provided for herein.
(B) If an applicant intends to excavate in a right-of-way scheduled in the city's capital improvement program for complete rehabilitation within one year of the date the encroachment permit is issued, the applicant is not required to pay the street cut fee.
(C) As provided in section 19-222, those public utilities granted franchises by State statute or by a franchise agreement with the city, obligating the franchisee to make all repairs to city streets necessitated by the operations of the franchisee, are not required to pay the street cut fee.
(D) As provided in section 19-223, the engineer may waive the street cut fee for those city utilities that request such waiver and that present evidence satisfactory to the engineer of the capacity to perform the conditions of waiver set out in section 19-223.
(E) The street cut fee shall be established by resolution of the city council.
(F) If the engineer determines that permitted work is voluntarily undertaken, rather than required by law, regulation or a condition of land use approval, and the work will be paid for by the permittee, and benefits the city, the engineer may waive the fees imposed by this section.
(`64 Code, Sec. 26-17) (Ord. No. 2444)

**SEC. 19-222. PERIODIC INSPECTION AND REPAIR BY FRANCHISED UTILITIES.**

(A) No later than January 1, 1997, and every five years thereafter, each franchised public utility ("utility") for which the street cut fee is not required pursuant to section 19-221(C) shall inspect, as directed by the engineer, the pavement in the city's streets where the utility has made an excavation or street cut at any time, until such portion of the street is completely resurfaced or reconstructed.
(B) As directed by the engineer, the utility shall identify all defects in the pavement over and around such

excavations and street cuts that arise from such excavations and street cuts and make repairs and perform maintenance in accordance with city specifications.

(C) The utility shall inspect such repairs and maintenance and report thereon to the engineer. The inspections and reports may be made by the utility, by city staff or by an inspector approved by the engineer, as directed by the engineer. If the inspections and reports are made by city staff, the utility shall pay the city for the cost thereof. If the inspections and reports are made by an inspector approved by the engineer, the utility shall pay such person for such work.

(D) The engineer may, from time to time, inspect such excavations and street cuts and notify the utility of any defects in the pavement that arise from such excavations and street cuts, whereupon the utility will make repairs and perform maintenance as directed by the engineer.

(E) Before performing such inspection, repair or maintenance, the utility may receive from the engineer the locations and names of streets that will be repaved within one year from the date such information is received. The utility need not perform such inspection, repair and maintenance on such streets.

(F) If the utility does not perform one or more of the utility's duties set out in this section, the engineer shall notify the utility thereof, specifying the failure. The utility shall cure the failure within 20 days of receiving the notice, or such additional time as the engineer may grant. The engineer may refuse to issue any additional encroachment permits to the utility until the cure is completed.

(G) If, as part of or in the course of doing pavement work or inspecting pavement conditions, in city streets, city employees or contractors identify a defect in the pavement over or around an excavation or street cut that was previously made by a utility and that arises from such excavation or street cut, such employees or contractors may repair such defect, and the utility shall pay the city for the cost of making such repair.

(H) If the utility does not timely pay any amount authorized by this section, the engineer may refuse to issue any additional encroachment permits to the utility until the amount is paid.

(`64 Code, Sec. 26-18) (Ord. No. 2444)

**SEC. 19-223. PERIODIC INSPECTION AND REPAIR BY CITY UTILITIES.**

(A) Each city utility shall state on its application for an encroachment permit whether the city utility will pay the street cut fee or requests a waiver thereof. A city utility that requests a waiver of the street cut fee shall also present evidence satisfactory to the engineer that the city utility has the capacity to perform the conditions of waiver set out in this section.

(B) If the engineer waives the street cut fee for a city utility, that utility shall, within 90 days of the issuance of the encroachment permit for which the street cut fee was waived, and every five years thereafter, inspect, as directed by the engineer, the pavement in the city's streets where the city utility has made an excavation or street cut at any time, until such portion of the street is completely resurfaced or reconstructed.

(C) As directed by the engineer, the city utility shall identify all defects in the pavement over and around such excavations and street cuts that arise from such excavations and street cuts and make repairs and perform maintenance in accordance with city specifications.

(D) The city utility shall inspect such repairs and maintenance and report thereon to the engineer. The inspections and reports may be made by the city utility, by other city staff or by an inspector approved by the engineer, as directed by the engineer. If the inspections and reports are made by an inspector approved by the engineer, the city utility shall pay such person for such work.

(E) The engineer may, from time to time, inspect such excavations and street cuts and notify the city utility of any defects in the pavement that arise from such excavations and street cuts, whereupon the city utility shall make repairs and perform maintenance as directed by the engineer.

(F) Before performing such inspection, repair or maintenance the utility may receive from the engineer the locations and names of streets that will be repaved within one year from the date such information is received. The city utility need not perform such inspection, repair and maintenance on such streets.

(G) If the city utility does not perform one or more of the city utility's duties set out in this section, the engineer shall notify the city utility thereof, specifying the failure. The city utility shall cure the failure within 20 calendar days of receiving the notice, or such additional time as the engineer may grant. The engineer may refuse to issue any additional encroachment permits to the city utility until the cure is completed or may issue any additional encroachment permits only on condition that the city utility pay the street cut fee.

(H) If, as part of or in the course of doing pavement work or inspecting pavement conditions in city streets, city employees or contractors not working for the city utility identify a defect in the pavement over or around an excavation or street cut that was previously made by the city utility and that arises from such excavation or street cut, such employees or contractors may repair such defect.

(I) If the city utility is required to pay the street cut fee, or if city employees or contractors not working for the city utility make inspections and reports or perform repairs necessitated by the city utility's excavations or street cuts, the city manager may determine a method for the city utility to reimburse the city program doing such work or paying such contractor.

(`64 Code, Sec. 26-19) (Ord. No. 2444)

## DIVISION 2. STREET NUMBERING

### SEC. 19-230. STREET NUMBERING SYSTEM.

The engineer shall designate on a map of the city a system of street numbering.

(`64 Code, Sec. 26-20) (Ord. No. 2444)

### SEC. 19-231. DUTY TO AFFIX NUMBER; TYPE AND SIZE.

(A) Every person who owns, rents, leases or occupies a dwelling, building, structure or establishment, hereinafter "premises," within the city shall ascertain from the engineer the street number assigned to the premises and shall cause that number to be painted on, fastened or otherwise affixed to the front of the premises in a conspicuous place visible from the street. If the premises have access from an alley or waterway, the owner, renter, lessee or occupant shall cause the assigned street number to be painted on, fastened or otherwise affixed to the rear of the premises in a conspicuous place visible from the alley or waterway.

(B) All street numbers painted on, fastened or otherwise affixed to any premises shall be plain and legible, shall be reflectorized or of a color that contrasts with the background, and shall be no smaller than three inches or larger than five inches.

(`64 Code, Sec. 26-21) (Ord. No. 2444)

## DIVISION 3. USE OF CITY STREETS AND HIGHWAYS BY OVERWEIGHT VEHICLES

### SEC. 19-240. DEFINITIONS.

The following words and phrases, whenever used in this division, shall be construed as defined in this section.

(A) DESIGNATED STREETS - Those city streets or highways, or portions thereof, that have been designated by the city council by resolution as being open to travel by overweight vehicles pursuant to a special permit issued under the provisions of this division.

(B) DIRECTOR - The director of development services of the City of Oxnard, or his/her designee.

(C) OVERWEIGHT VEHICLE - A vehicle, combination of vehicles, or mobile equipment, which, in combination with its load, has a maximum gross weight in excess of the weight limit of vehicles and loads specified in the California Vehicle Code, but does not exceed 95,000 pounds gross weight. Ocean shipping equipment under the seal of United States Customs shall not be subject to the provisions of this division.

(D) PERSON - Any natural person, firm, association, organization, partnership, corporation, public corporation, political subdivision or any department or agency thereof.

(E) YEAR - Calendar year commencing January 1 and ending the following December 31.

(Ord. No. 2871)

### SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon city streets or highways except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each

overweight vehicle to be operated or moved on city streets or highways. Notwithstanding the foregoing, a person shall not be required to obtain a special permit pursuant to this division if they are required to obtain a city permit for a vehicle whose height, length or width exceeds the maximum specified in the California Vehicle Code, have obtained the permit and the permit is currently valid.
(Ord. No. 2871)

**SEC. 19-242. DESIGNATED STREETS.**

The city will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. Designated streets shall be established by a resolution of the city council.
(Ord. No. 2871)

**SEC. 19-243. AUTHORITY TO ISSUE SPECIAL PERMIT.**

(A) The director or his/her designee is authorized to issue special permits under this division for either a single movement or on a yearly basis for continuous operation. Every permit issued for continuous operations shall expire on December 31 of the year for which it is issued. The director may issue or withhold a special permit in his/her discretion or may issue a special permit conditioned upon the following:

(1) The number of trips authorized.

(2) Seasonal or other time limitations within which the overweight vehicle may be operated or moved on the designated streets.

(3) An undertaking or other security as may be deemed necessary to protect the city's streets, highways and bridges from damage.

(4) Required proof of financial responsibility in an amount required for compliance with California Vehicle Code section 16500.5.

(5) Such conditions of operation of the overweight vehicle as may be necessary to assure against undue damage to the road foundations, surfaces, bridges or other structures.

(6) Potential negative safety or environmental impacts in the opinion of the city traffic engineer, fire chief, or the police chief.

(B) No special permit issued pursuant to this section shall authorize the transport of hazardous materials or hazardous wastes, as those terms are defined by local, state, and federal law.
(Ord. No. 2871)

**SEC. 19-244. APPLICATION REQUIRED.**

The city will issue a special permit only upon receipt of a signed and verified application describing the vehicle and load, including weight, and stating whether the special permit is requested for a single trip or continuous operations. Each application shall be accompanied with a special permit fee. The amount of all special permit fees shall be established by a resolution of the city council.
(Ord. No. 2871)

**SEC. 19-245. SPECIAL PERMIT CONDITIONS.**

Every special permit issued pursuant to this division shall provide that:

(A) The maximum allowable gross combined vehicle weight to be permitted may not exceed 95,000 pounds with appropriate equipment and the vehicle, combination of vehicles, or mobile equipment shall conform to the axle weight limits specified in Section 35550 of the California Vehicle Code.

(B) The maximum speed limit for any overweight vehicle shall be 30 miles per hour.

(C) Each person to whom a special permit is issued shall agree to defend and indemnify city, its city council, boards, officers and employees from any and all damages, costs and expenses sustained or incurred by city, its boards, officers and employees resulting from or arising out of the issuance of a special permit and the use of city streets or highways whether designated or non-designated.

(D) Each person to whom a special permit is issued shall agree to be responsible for all injuries or death of persons and for all damages to property of every kind caused by or resulting from or arising out of the issuance of a special permit and use of city streets or highways, whether designated or non-designated.

(E) Each person to whom a special permit is issued shall agree to carry a copy of the special permit in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

(F) Each person to whom the special permit is issued shall furnish evidence satisfactory to the director that the overweight vehicle has undergone safety inspection by a governmental agency having jurisdiction within 90 days preceding the issuance of the special permit and at least once each 90 days during the permit period.

(G) Each person to whom a special permit is issued shall be prohibited from using an overweight vehicle to transport hazardous materials or hazardous wastes, as those terms are defined by local, state and federal laws, across any city street or highway, or portion thereof.

(H) Each person to whom a special permit is issued shall at all times comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities having jurisdiction over the operation and maintenance of the overweight vehicle.

(I) No detour from a permitted route may be made without prior written permission of the director or his/her designee.

(J) Except for permitted detours, no route shall be on any street or highway, or portion thereof, not designated by a resolution of the city council.

(K) Every overweight vehicle permitted under this division and each special permit issued pursuant hereto shall be subject to inspection by the director or his/her designee, or any peace officer, at any time it is on a city street or highway within the limits of the city for the purpose of determining compliance with the provisions of the special permit.

(L) As a condition precedent to the city's issuance of a special permit, the applicant shall furnish the director evidence that each driver of an overweight vehicle shall have completed training in the operation of an overweight vehicle.

(Ord. No. 2871)

**SEC. 19-246. VEHICLE TRIP LOGS.**

All persons operating or moving an overweight vehicle pursuant to a continuous operation special permit shall maintain a vehicle trip log that evidences all vehicle trips on a city street or highway within the limits of the city for the then current year. Vehicle trip logs shall, at a minimum, contain the following information: license plate number, month and year, date of trip, driver's name or any other information that the director may deem appropriate. A copy of the vehicle trip log shall at all times be kept in the overweight vehicle and shall be presented to any peace officer upon demand. As a condition precedent to the city's issuance of any new continuous operation special permit, each application shall be accompanied by a vehicle trip log from the previous year.

(Ord. No. 2871)

**SEC. 19-247. FURNISHING PROOF OF COMPLIANCE WITH THIS DIVISION.**

All persons operating or moving an overweight vehicle shall carry a copy of any special permit issued pursuant to this division in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

(Ord. No. 2871)

**SEC. 19-248. REVOCATION OF PERMIT.**

The director may revoke all continuous operation special permits issued to a person, if the person, his/her employee or agent is determined by the director to have violated any two special permit conditions or violate the same special permit on two occasions within any 90 calendar period. No special permit shall be issued to a person whose special permit has been revoked pursuant to this section for 90 calendar days following such revocation. Nothing contained in this division shall be deemed or construed as limiting the power of a peace officer to issue a citation for or otherwise enforce violations of law with respect to operation of an overweight vehicle upon designated streets upon discovery of a violation of a condition of a special permit.

(Ord. No. 2871)

**SEC. 19-249. RULES AND REGULATIONS.**

The director or his/her designee may adopt, repeal, amend and modify administrative regulations implementing the provisions of this division, including, but not limited to, operating requirements, trailer requirements, driver requirements, and any other matter deemed necessary for the effective administration of this division.
(Ord. No. 2871)

**SEC. 19-250. OTHER PERMITS.**

A special permit issued pursuant to this division shall be in addition to and obtained prior to applying for any other permit which may be required by law for the operation or movement of an overweight vehicle upon public streets or highways.
(Ord. No. 2871)

# APPROVAL OF ORDINANCE CHANGES TO CHAPTER 19 OF THE OXNARD CITY CODE

Public Works and Transportation Committee
June 22, 2021

City Council
July 20, 2021

Badaoui Mouderres, P.E. QISP
Technical Services & Water Quality Manager

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



FOR THE PUBLIC WORKS AND TRANSPORTATION COMMITTEE:

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute amendments to the Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
- 19-4 Definitions;
- 19-25 Prohibited; discharge standards;
- 19-26 Local limits;
- 19-36 Additional pretreatment measures;
- 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
- 19-51 Industrial wastewater discharge permit requirements

# RECOMMENDATION



FOR THE CITY COUNCIL:

That the City Council approve and authorize the Mayor to execute amendments to the Oxnard Code of Ordinances, Chapter 19: Public Works, Article I: Sewerage System; Wastewater Disposal, sections:

- 19-3 Abbreviations;
- 19-4 Definitions;
- 19-25 Prohibited; discharge standards;
- 19-26 Local limits;
- 19-36 Additional pretreatment measures;
- 19-43 Discharges from food establishments, vehicle maintenance facilities, and commercial and industrial laundries; and
- 19-51 Industrial wastewater discharge permit requirements

# BACKGROUND



- Local limits are restrictions placed on industrial users or other non domestic sources that discharge wastewater to the Oxnard Wastewater Treatment Plant (OWTP)
- Required by Section VI.C.5,b of the OWTP National Pollutant Discharge Elimination System (NPDES) permit (ORDER R4-2018-0140)
- Local limits set maximum limits for certain pollutants in wastewater discharged into the system by nondomestic sources
- Local limits require periodic assessment due to significant changes in the system

# BACKGROUND



- Oxnard's local limits were last evaluated in 1999
- The current local limits are inadequate due to the addition of the Advanced Water Purification Facility, the planned implementation of the Aquifer Storage and Recovery and the indirect potable reuse program
- The NPDES permit requires:
  - The City evaluate the adequacy of the local limits
  - Submit a written technical report
  - Secure approval of revised local limits by the Regional Water Board and USEPA

# DISCUSSION



- Technical local limits evaluation initiated in 2015
- Final Draft local limits evaluation report submitted to the Regional Board November 2017
- Tentative approval from Regional Board in December 2017
- Public outreach conducted with stakeholders May 2018
- Stakeholder comments and input required additional study

# DISCUSSION



- Study findings were presented to the stakeholders in subsequent meetings held in October - November of 2019
- Proposed changes were acceptable to the stakeholders
- City met with the Oxnard Chamber of Commerce to explain modifications to the initial study based on industry input
- Chamber of Commerce and stakeholders are supportive of the new local limits

# NEW LOCAL LIMITS



| Pollutant | Existing Local Limit | New Local Limit |
|---|---|---|
| Ammonia | -- | 57 mg/L |
| Arsenic | 3 mg/L | 0.13 mg/L |
| Biochemical Oxygen Demand | 800 mg/L | 800 mg/L |
| Cadmium | 2.3 mg/L | 0.013 mg/L |
| Chloride | -- | 9,205 mg/L |
| Chromium | 3 mg/L | 0.44 mg/L |
| Copper | 3 mg/L | 2.02 mg/L |
| Hydrogen Sulfide (dissolved) | 0.5 mg/L | 0.34 mg/L |
| Lead | 2.3 mg/L | 0.97 mg/L |
| Mercury | 0.05 mg/L | 0.05 mg/L |
| Molybdenum | -- | 1.50 mg/L |
| Nickel | 3 mg/L | 0.138 mg/L |
| Oil and Grease (vegetable) | 250 mg/L | 250 mg/L |
| Oil and Grease (mineral) | 100 mg/L | 100 mg/L |
| Selenium | -- | 0.49 mg/L |
| Silver | 1 mg/L | 0.056 mg/L |
| Total Suspended Solids | 1,000 mg/L | 1,000 mg/L |
| Zinc | 3 mg/L | 1.06 mg/L |

# NEW LOCAL LIMITS



- The following constituents are also regulated:
  - Amalgam
  - Boron*
  - Gross Beta
  - Total Dissolved Solids (TDS)*
  - pH
  - Organic Solvents

- Prohibition of oil and gas waste

- Dental facilities are required to obtain an Industrial Wastewater Discharge Permit

*Site specific limits will be developed for existing customers

# DISCUSSION:



- Further approval with regional board regarding significant changes (TTO/ Cyanide removal) has been completed
- Public comment period regarding significant changes was held 5/1/2021 - 6/1/2021
- Establish site specific local limits for Boron, Chloride and TDS based on facility application after effective date of new ordinance

# FINANCIAL IMPACT



There is no direct financial impact to this approval.

CITY OF
OXNARD
CALIFORNIA

# QUESTIONS

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.4**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

**SUBJECT:** Award Agreement A-8354 to Toro Enterprises, Inc., for La Colonia Green Alleys Improvement Project, Specification No. PW 18-63. (0/5/5)

## RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8354 with Toro Enterprises, Inc. in the amount of $1,472,882.50 for the La Colonia Green Alleys Improvement Project, Specification No. PW 18-63 (Project No. 183104).
2. Approve $147,288 for project contingency for the La Colonia Green Alleys Improvement Project (Project No. 183104);
3. Approve $147,288 for engineering, inspection, survey and project management for the La Colonia Green Alleys Improvement Project (Project No. 183104);
4. Approve a budget appropriation transfer of $873,216 from the Street Maintenance Operations General Fund (101) budget to the General Fund Capital Outlay Fund (301) budget for these improvement projects.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/-J9V7EF2Rio

## BACKGROUND

The City Council adopted the Green Alleys Plan in 2017. The La Colonia Green Alleys Project (Project) was selected for funding by the California Natural Resources Agency's Urban Greening Grant Program in 2018. The Project is the City's first green alleys project to be constructed, and will implement several priorities of the Oxnard Green Alleys Plan. The Project will install new Class III bicycle boulevards and green infrastructure within two (2) alleys connecting La Colonia neighborhood with Cesar Chavez School, Ramona Elementary School, Colonia Park and downtown Oxnard. These improvements will reduce greenhouse gas emissions and enhance public space.

The Project scope consists of the construction of alley and intersection improvements for the purpose of improving pedestrian and bicycle circulation within the La Colonia neighborhood. The work includes demolition of existing asphalt concrete and concrete pavement, utility adjustments and connections, construction of raised curb extensions, new concrete pavement, restoration of asphalt concrete pavement, new traffic signing and striping, landscaping, installation of site amenities, walls, fences and gates and all other appurtenant and associated work.

### CIP Reference

**Project No. 183104** - La Colonia Green Alleys Improvement Project PW 18-63 - CIP 2021-2026 - Adopted May 18, 2021 – Page 107.

## DISCUSSION

The specific work for this Project includes includes demolition of existing asphalt concrete and concrete pavement, utility adjustments and connections, construction of raised curb extensions, new concrete pavement, restoration of asphalt concrete pavement, new traffic signing and striping, landscaping, installation of site amenities, walls, fences and gates, and all other appurtenant and associated work in accordance with the Contract Documents.

The work is tentatively scheduled to begin in August 2021 and continue into October 2021 (80 working days). Staff will work closely with the La Colonia Neighborhood Council to keep them informed of the schedule and will also work closely with the neighborhoods and residents directly impacted by the work to keep them informed of the project schedule. General project information will be disseminated to help keep the public informed as well.

The notice inviting formal bids (NIFB) on the Project was published on May 27, 2021, and all bids were due on June 16, 2021 and opened June 17, 2021. The City received the following bids:

Toro Enterprises, Inc.: $1,472,882.50
Granite Construction Company: $2,111,730.40

The lowest bidder is Toro Enterprises, Inc. (Toro) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Toro and its subcontractors. Procurement staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, staff recommends that the City Council award the contract for this Project to Toro Enterprises, Inc.

Additional funds estimated in the amount of $294,576 are needed for the project which includes $147,288 for project contingency (10% of the contract costs) and $147,288 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the project to $1,767,458.50.

## STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

## FINANCIAL IMPACT

On June 29, 2021 City Council adopted the FY 2021-22 Operating and Capital Budget which included $4.7M (Measure E) for improved streets maintenance. This $4.7M allocation is included in the Street Maintenance Operation division within the General Fund budget. Since there are now specific contracts in place for these street improvements, staff is recommending a budget appropriation transfer of $873,216 of the allocated $4.7M from the General Fund (101) to the General Fund Capital Outlay Fund (301) for these improvement services.

The total cost for this Project shall not exceed $1,767,458.50 which includes the construction agreement, contingency, and project allocation. The cost will be funded using existing appropriations in the La Colonia Green Alleys Improvement Project 183104 from the Air Pollution Buydown Fee Fund (118) and the State/Local-My Grants Fund (219). With the approval of this appropriation request to the General Fund Capital Outlay Fund (301), there will be sufficient funding available from the grand total of $2,123,216 appropriated in the project.

| Project | Fund Number | Fund Name | Existing Appropriations as of July 1, 2021 | Pending Appropriation Request | Total Project Appropriations |
|---|---|---|---|---|---|
| 183104 - La Colonia Green Alleys | 118 | Air Pollution Buydown Fee | $50,000 | $0 | $50,000 |
| 183104 - La Colonia Green Alleys | 219 | State/Local My Grants | $1,200,000 | $0 | $1,200,000 |
| 183104 - La Colonia Green Alleys | 301 | Capital Outlay Fund | $0 | $873,216 | $873,216 |
| | | TOTAL | $1,250,000 | $873,216 | $2,123,216 |

**COMMITTEE OUTCOME**

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. A-8354 Toro PW 18-63
2. Budget Appropriation
3. Presentation

# CONTRACT

## CITY OF OXNARD CONTRACT FOR LA COLONIA GREEN ALLEYS PROJECT SPECIFICATION NO. PW 18-63

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TORO ENTERPRISES, INC. ("Contractor"). Contractor's license number is 710580.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as La Colonia Green Alleys Project Specification No. PW 18-63 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of one million four hundred seventy two thousand eight hundred eighty two dollars and fifty cents ($1,472,882.50) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

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

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

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

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

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

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

*[signatures on following page]*

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**TORO ENTERPRISES, INC.**

Sean Castillo, President[2] Date

Jerry Hannigan, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

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

    a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
    b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
    c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
    d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

    City of Oxnard
    Insurance Compliance
    Reference No. A-8354
    P.O. Box 100085 – OX
    Duluth, GA 30096
    Via Email: cityofoxnard@ebix.com
    Via Fax: 678-259-1007

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

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

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| CODESUB-CODE | **COMPANIES AFFORDING INSURANCE COVERAGE** |
| INSURED | COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE |
| | COMPANY LETTER B |

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $2,000,000<br>PRODUCTS COMP/OP AGG. $2,000,000<br>PERSONAL & ADV. INJURY $2,000,000<br>EACH OCCURRENCE $2,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract | | | | Minimum coverage $1,000,000<br>Each consultant/ & listed sub-consultant $500,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No.**_ A-8354_
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL _30_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ❒ PRODUCTS/COMPLETED OPERATIONS | | |
| ❒ PERSONAL & ADVERTISING INJURY | | |
| ❒ FIRE DAMAGE | | |
| ❒ _____ | | |
| ❒ _____ | | |

**CLAIMS:** Underwriter□s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

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

**1 INSURED.** The City, its officers, agents, 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.

**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: Insurance Compliance**
**Reference No** A-8354
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

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

Name: _____

Address: _____

_____

Telephone: (____) _____

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

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

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

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

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

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

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

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

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

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**
**Attn: Insurance Compliance**
**Reference No** A-8354
**P.O. Box 100085 – OX**
**Duluth, GA 30096**
**Via Email: cityofoxnard@ebix.com**
**Via Fax: 678-259-1007**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

*(original signature required)*

Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as LA COLONIA GREEN ALLEYS PROJECT SPECIFICATION NO. PW 18-63.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

Bond No. _____

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as LA COLONIA GREEN ALLEYS PROJECT SPECIFICATION NO. PW 18-63.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,_____

*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
| --- | --- |
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

**CITY OF OXNARD**
**BID SHEETS FOR LA COLONIA GREEN ALLEYS PROJECT**
**SPECIFICATION NO. PW 18-63**

Bidder's Name: TORO ENTERPRISES, INC.

To the Honorable Mayor and Members of the City Council:

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

**BASE AMOUNT:**

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|
| | **GENERAL (FIXED PROJECT COSTS)** | | | | | |
| 1 | MOBILIZATION (ON SITE) - 5% OF TOTAL CONSTRUCTION COST | 1001-3 | LS | 1 | 35,000 | 35,000 |
| 2 | SWPPP, WATER POLLUTION CONTROL & BMPS | 1800-3 | LS | 1 | 12,000 | 12,000 |
| 3 | TRAFFIC CONTROL | 1505-4 | LS | 1 | 325,000 | 325,000 |
| | **UTILITIES & UNDERGROUND FACILITIES** | | | | | |
| 4 | PARKWAY DRAIN | 1174-6.10 | LF | 60 | 600 | 36,000 |
| 5 | PRECAST GRATED DROP INLET CATCH BASIN | 1174-6.12 | EA | 9 | 4,100 | 36,900 |
| 6 | STORM DRAIN PIPE | 1145-6.1 | LF | 200 | 160 | 32,000 |
| 7 | STORM DRAIN CONNECTIONS TO EXISTING STORM DRAIN | 1145-6.2 | EA | 9 | 2,500 | 22,500 |
| 8 | CATCH BASIN LOCAL DEPRESSION | 1174-6.11 | SF | 55 | 355 | 19,525 |
| 9 | STORM DRAIN CATCH BASIN MANHOLE ADJUSTMENT | 1115-4.1 | EA | 1 | 5,100 | 5,100 |
| 10 | SEWER MANHOLE ADJUSTMENT | 1115-4.2 | EA | 1 | 2,000 | 2,000 |
| 11 | WATER VALVE ADJUSTMENT | 1115-4.3 | EA | 6 | 1,100 | 6,600 |
| 12 | WATER METER BOX ADJUSTMENT | 1115-4.4 | EA | 2 | 950 | 1,900 |
| 13 | WATER METER BOX REPLACEMENT AND ADJUSTMENT | 1115-4.5 | EA | 1 | 1,800 | 1,800 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|
| | **STREET IMPROVEMENTS & HARDSCAPE** | | | | | |
| 14 | RAISED RETAINING CURB | 1174-6.9 | LF | 971 | 50.00 | 48,550 |
| 15 | CURB (TYPE A1-6) 0" TO 6" CURB. | 1174-6.1 | LF | 178 | 40.00 | 7,120 |
| 16 | 36" ROLLED CURB | 1174-6.8 | LF | 25 | 150 | 3,750 |
| 17 | CURB AND GUTTER (WITH DEEPENED STEM) | 1174-6.2 | LF | 732 | 90.00 | 65,880 |
| 18 | COLD MILL AC PAVEMENT (2" MAX) | 1110-3 | SY | 450 | 25.00 | 11,250 |
| 19 | UNCLASSIFIED EXCAVATION | 1120-4 | CY | 700 | 85.00 | 59,500 |
| 20 | AGGREGATE BASE | 1130-4 | TN | 300 | 100 | 30,000 |
| 21 | ASPHALT CONCRETE, TYPE III (DGAC-C2/B2 PG 64-10) | 1150-10 | TN | 300 | 150 | 45,000 |
| 22 | CONCRETE PAVING - VEHICULAR | 1174-6.4 | SF | 6,305 | 16.00 | 100,880 |
| 23 | TRUNCATED DOME WARNING SURFACE (36" X 60") | 1174-6.7 | EA | 720 | 44.00 | 31,680 |
| 24 | PEDESTRIAN CURB RAMP | 1174-6.6 | SF | 490 | 12.00 | 5,880 |
| 25 | CONCRETE SIDEWALK | 1174-6.3 | SF | 4,921 | 10.00 | 49,210 |
| 26 | CONCRETE WALKWAY PAVEMENT | 1174-6.5 | SF | 1,869 | 13.00 | 24,297 |
| | **WALLS, FENCES & GATES** | | | | | |
| 27 | RAISED PLANTERS (16" HT CMU WITH CAP) | 1176-14.1 | LF | 73 | 398 | 29,054 |
| 28 | RETAINING WALL (9"-27" HT. CMU WITH CAP) | 1176-14.2 | LF | 60 | 432 | 25,920 |
| 29 | SWINGING GATE + POST | 1177-14.1 | EA | 1 | 3,925 | 3,925 |
| 30 | ACCORDION FENCE/GATE | 1177-14.2 | LF | 32 | 2,520 | 80,640 |
| | **AMENITIES** | | | | | |
| 31 | RIGID BOLLARDS | 1175-4.1 | EA | 4 | 2,145 | 8,580 |
| 32 | BENCH | 1175-4.2 | EA | 2 | 3,410 | 6,820 |
| 33 | BIKE RACK | 1175-4.3 | EA | 1 | 1,760 | 1,760 |
| 34 | BASKETBALL HOOP | 1175-4.4 | EA | 1 | 6,500 | 6,500 |
| 35 | TREE GRATE (INCLUDING 2 WATERING TUBES PER TREE) | 1175-4.5 | EA | 5 | 2,530 | 12,650 |
| | **APPLIED PAVEMENT TREATMENTS** | | | | | |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|
| 36 | PROJECT IDENTIFICATION SIGNAGE - SANDBLASTED TEXT | 1178-3.1 | EA | 3 | 1,200 | 3,600 ~~3,600~~ |
| 37 | PAINTED TREATMENT - WAYFINDING SIGNAGE | 1178-3.2 | EA | 19 | 465 | 8,835 |
| 38 | PAINTED TREATMENT - SPORT COURT & GROUND GAMES | 1178-3.3 | SF | 500 | 14.50 | 7,250 |
| 39 | PAINTED TREATMENT - BASKETBALL COURT | 1178-3.4 | SF | 840 | 13.25 | 11,130 |
| 40 | SURFACE TREATMENT - SPRINTING TRACK | 1178-3.5 | SF | 480 | 32.00 | 15,360 |
| | **TRAFFIC SIGNING & STRIPING** | | | | | |
| 41 | TRAFFIC SIGN | 1515-4.1 | EA | 76 | 91.00 | 6,916 |
| 42 | TRAFFIC SIGN POLE | 1515-4.2 | EA | 39 | 120 | 4,680 |
| 43 | RELOCATE SIGN & POST | 1515-4.3 | EA | 1 | 145 | 145 |
| 44 | RECTANGULAR RAPIDLY FLASHING BEACONS | 1515-4.4 | EA | 4 | 10,700 | 42,800 |
| 45 | SOLAR LED TRAFFIC DELINEATOR | 1515-4.5 | EA | 272 | 102 | 27,744 |
| 46 | FLEXIBLE DELINEATOR POST | 1515-4.6 | EA | 84 | 180 | 15,120 |
| 47 | 6" WIDE WHITE PAVEMENT STRIPING | 1515-4.7 | LF | 2,800 | 0.31 | 868 |
| 48 | 4" WIDE WHITE PAVEMENT STRIPING | 1515-4.8 | LF | 56 | 0.45 | 25.20 |
| 49 | 4" WIDE BLUE PAVEMENT STRIPING | 1515-4.9 | LF | 50 | 0.45 | 22.50 |
| 50 | 12" LIMIT LINE PAVEMENT STRIPING | 1515-4.10 | LF | 150 | 3.50 | 525 |
| 51 | 6" WIDE YELLOW PAVEMENT STRIPING | 1515-4.11 | LF | 100 | 0.40 | 40 |
| 52 | PAVEMENT MARKER | 1515-4.12 | SF | 974 | 5.65 | 5,503.10 |
| 53 | PAINTED CURB | 1515-4.13 | LF | 201 | 1.00 | 201 |
| 54 | THERMOPLASTIC CONTINENTAL STYLE CROSSWALK STRIPING | 1515-4.14 | SF | 1,284 | 3.40 | 4,365.60 |
| | **PLANTING** | | | | | |
| 55 | ROOT / MOISTURE BARRIER | 1601-11.1 | LF | 789 | 9.90 | 7,811.10 |
| 56 | 30 MIL IMPERMEABLE GEOMEMBRANE (BMP PERIMETER) | 1601-11.2 | SF | 2,180 | 2.15 | 4,687 |
| 57 | IMPORTED CLEAN FILL FOR NON-INFILTRATION PLANTERS (30" DEPTH - GYM AREA ONLY) | 1601-11.3 | CY | 18 | 157 | 2,826 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|
| 58 | PLANTING AREA SOIL PREPARATION & AMENDMENTS (INCLUDING TESTING OF IMPORT SOIL) | 1601-11.4 | SF | 2,472 | 3.60 | 8,899.20 |
| 59 | IMPORT SOIL - BIO RETENTION SOIL PER VENTURA COUNTY TGM STANDARD BIO-1 (30" DEPTH) | 1601-11.5 | CY | 211 | 203.00 | 42,833 |
| 60 | TREE 15 GALLON | 1601-11.6 | EA | 39 | 160.00 | 6,240 |
| 61 | SHRUBS 5 GALLON | 1601-11.7 | EA | 43 | 32.00 | 1,376 |
| 62 | SHRUBS 1 GALLON | 1601-11.8 | EA | 509 | 22.00 | 11,198 |
| 63 | PLANTING AREA FINE GRADING | 1601-11.9 | SF | 2,440 | 0.61 | 1,488.40 |
| 64 | 3" ORGANIC MULCH | 1601-11.10 | CY | 24 | 105.00 | 2,520 |
| 65 | FIRST 90 DAYS OF PLANT MAINTENANCE AND ESTABLISHMENT PERIOD (DAY 1 TO DAY 90) | 1602-10 | SF | 2,472 | 0.85 | 2,101.20 |
| 66 | SECOND 90 DAYS OF PLANT MAINTENANCE AND ESTABLISHMENT PERIOD (DAY 91 TO DAY 180) | 1602-10 | SF | 2,472 | 0.85 | 2,101.20 |
| | | | | | BASE AMOUNT TOTAL: | $1,444,382.50 |

**ADDITIVE ITEM 1:**

| ITEM NO. | DESCRIPTION | PAYMENT REERENCE. | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|---|
| 1 | CEMENT TREATED BASE (CTB) | 1125-6 | TN | 150 | 190 | 28,500 |
| | | | | | TOTAL ADDITIVE ITEM 1: | $ 28,500 |

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

**TOTAL BID PRICE = BASE AMOUNT + ADDITIVE ITEM #1**

**TOTAL BID PRICE IN DIGITS:** $ 1,472,882.50

**TOTAL BID PRICE IN WORDS:** one million, four hundred seventy-two thousand, eight hundred eighty-two dollars & fifty cents

*** The lowest Bid shall be the Total Bid Price, including the Base Amount total and Additive Item #1.

Contractor must complete all Work within eighty (80) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | | #03 | |
| #02 | | #04 | |

Bidder's Name (Company): TORO ENTERPRISES, INC.

Signature: _____ Title: PRESIDENT

Print: SEAN CASTILLO Date: 06/11/21

Signature: _____ Title: SECRETARY

Print: JERRY HANNIGAN Date: 06/11/21

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works/Engineering **Date:** July 20, 2021

**Project/Program Manager:** Tatiana Arnaout **Phone:** (805)385-8341

**Reason for Appropriation:**

Re-appropriate $873,216 from General Fund Street Resurfacing to La Colonia Green Alleys Improvement Project 183104/ Capital Outlay Fund 301 for alleyway improvement services.

| Accounts and Descriptions | | AMOUNT |
|---|---|---|
| **Fund: GENERAL FUND (101)** | | |
| **Expenditures/Transfers Out** | | |
| **MAINTENANCE SERVICES DEPT** | | |
| 101-5704-826.86-10 | STREET RESURFACING IMPROV | (873,216) |
| **NON-DEPT.- RESERVES AND TRANSFERS** | | |
| 101-1002-808.87-12 | TSFR TO CAPITAL OUTLAY FD | 873,216 |
| | Sub-total Expenditures | 0 |
| | **Net Change to Fund Balance** | **0** |
| **Fund: CAPITAL OUTLAY FUND (301)** | | |
| **Revenues/Transfers In** | | |
| **LA COLONIA GREEN ALLEYS IMPROVEMENT PROJECT (183104)** | | |
| 301-3015-711.79-01 | TRANSFERS FR. GENERAL FUND | 873,216 |
| | Sub-total Revenues | 873,216 |
| **Expenditures/Transfers Out** | | |
| **LA COLONIA GREEN ALLEYS IMPROVEMENT PROJECT (183104)** | | |
| 301-3015-826.82-08 | SERVICES - CONSTRUCTION | 873,216 |
| | Sub-total Expenditures | 873,216 |
| | **Net Change to Fund Balance** | **0** |
| | **Net Appropriation Change** | **873,216** |

**Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

**REQUIRES CITY COUNCIL AUTHORIZATION**

Revised : 2/23/2012

# AWARD AGREEMENT A-8354 TO TORO ENTERPRISES, INC. FOR THE LA COLONIA GREEN ALLEYS IMPROVEMENT PROJECT PW 18-63

City Council
July 20, 2021

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8354 with Toro Enterprises, Inc. in the amount of $1,472,882.50 for the La Colonia Green Alleys Improvement Project, Specification No. PW 18-63 (Project No. 183104);

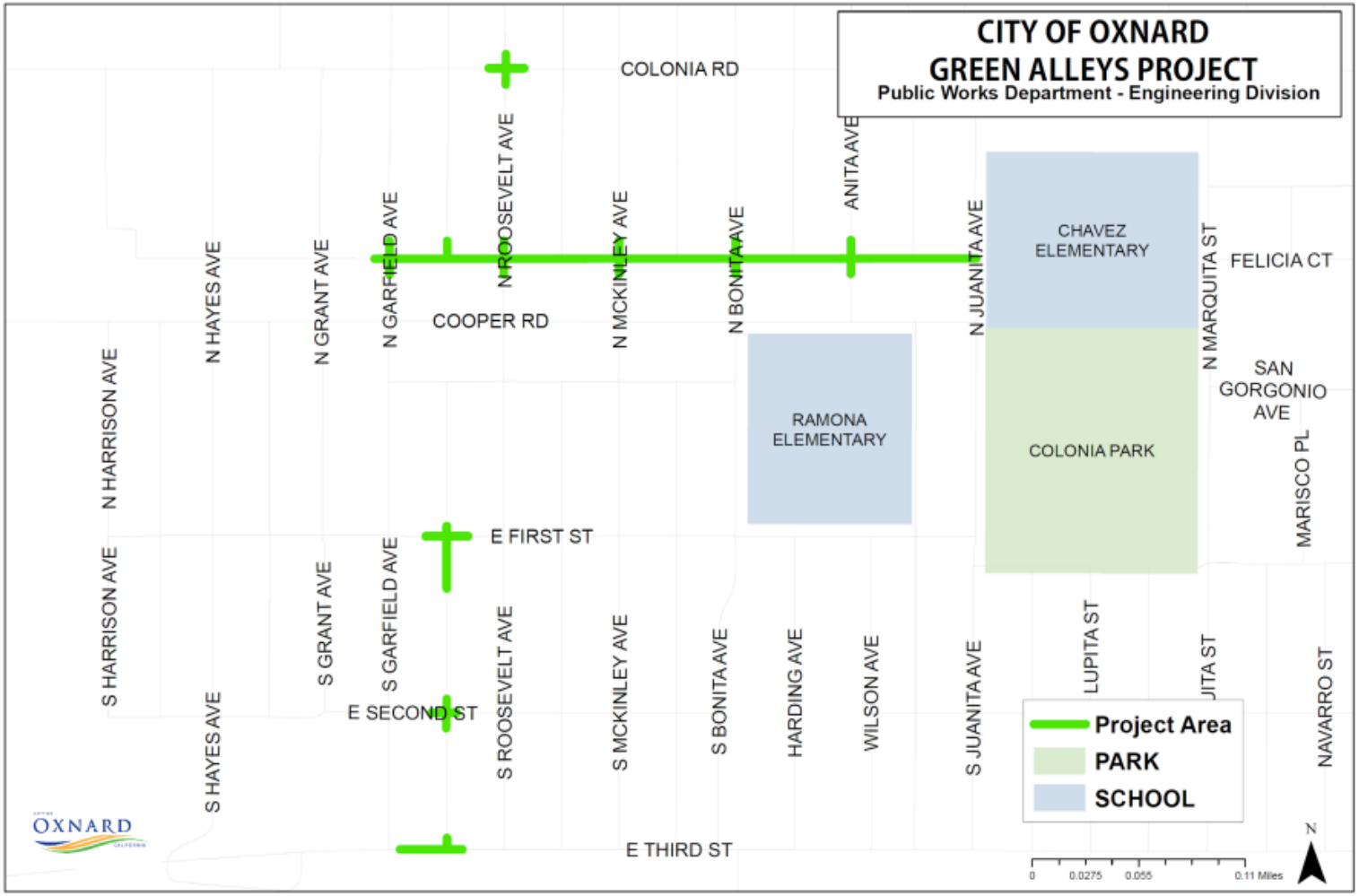
2. Approve $147,288 for project contingency for the La Colonia Green Alleys Improvement Project (Project No. 183104);

3. Approve $147,288 for engineering, inspection, survey and project management for the La Colonia Green Alleys Improvement Project (Project No. 183104); and

4. Approve a budget appropriation transfer of $873,216 from the Street Maintenance Operations General Fund (101) budget to the General Fund Capital Outlay Fund (301) budget for these improvement projects.

# LA COLONIA GREEN ALLEYS PROJET MAP AREA





# La Colonia Green Alleys Improvement Project

- Alley and intersection improvements to enhance pedestrian and bicycle mobility throughout the La Colonia Neighborhood.
- The work will include:
  - Reconstruction of six (6) existing alley and street intersections
  - Installing new traffic striping, flexible delineators, and lights within the alleys for pedestrian and cyclist safety
  - Reconstruction of approx. 5,000 SF of sidewalk
  - New storm drains, catch basins, and bioretention areas to help improve flooding/ponding.

# BACKGROUND



Existing conditions within the La Colonia neighborhood alleys, and the planned project improvements:

# BACKGROUND

Existing conditions within the La Colonia neighborhood alleys, and the planned project improvements:

What to expect during construction:

# DISCUSSION



La Colonia Green Alleys Improvement Project

- The notice inviting formal bids (NIFB) for the project was published on May 27,2021, with bids due on June 16, 2021.
- 2 bids were received and evaluated:

| | |
|---|---|
| Toro Enterprises, Inc. | $1,472,882.50 |
| Granite Construction Co. | $2,111,730.40 |

- Toro Enterprises, Inc. was found to be the lowest, responsive bidder for this project

# FINANCIAL IMPACT



- Total cost for the Project is $1,767,458.50 and includes:
  - Agreement A-8354 with Toro Enterprises, Inc. for **$1,472,882.50**
  - Project contingency of **$147,288**
  - Engineering, inspection, survey and project management (EISPM) of **$147,288**
- There is currently $1,767,459 available appropriations for this Project No 183104:
  - $50,000.00 - Air Pollution Buydown Fee Fund 118
  - $844,242.00 - State/Local – My Grants Fund 219
  - $873,217.00 - Capital Outlay Fund 301

# QUESTIONS?

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA

**CITY COUNCIL AGENDA REPORT**

**REPORTS**
**AGENDA ITEM NO. K.5**

**DATE:** July 20, 2021

**TO:** City Council

**FROM:** Brian Yanez, Acting Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

**SUBJECT:** Award Agreements to Granite Construction Company: A-8353 for On-Call Arterial Streets Improvement Project, Specification No. PW 21-88, Agreement A-8352 for On-Call Concrete Improvement Project, Specification No. PW 21-90 and Agreement A-8351 for On-Call Local and Collector Streets Improvement Project, Specification No. PW 21-87. (0/5/5)

## RECOMMENDATION

That the City Council approve and authorize the City Manager to:

1. Execute Agreement A-8353 with Granite Construction Company in the not to exceed amount of $12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $36,000,000, for On-Call Arterial Streets Improvements, Specification No. PW 21-88 (Project No. 223102);
2. Execute Agreement A-8352 with Granite Construction Company in the not to exceed amount of $10,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $30,000,000, for On-Call Concrete Improvements, Specification No. PW 21-90 (Project No. 215709);
3. Execute Agreement A-8351 with Granite Construction Company in the not to exceed amount of $12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $36,000,000, for On-Call Local and Collector Streets Improvements, Specification No. PW 21-87 (Project Nos. 183106, 203102, 205702, 215707, 215708, 223106); and
4. Approve budget appropriation transfers of $3,863,784 from the Street Maintenance Operations General Fund (101) budget to the Capital Outlay Fund (301) budget for these improvement projects in FY 2021-22.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/2qIqiBiQzYU

## BACKGROUND

On May 18, 2021, City Council received a report regarding the Pavement Management Program and Council recommended identifying funding to support improving the average Pavement Condition Index (PCI) to level of 70. As part of that report, staff recommended entering into various on-call construction contracts in order to meet the Council's PCI goal. The purpose of this on-call is to provide as-needed street resurfacing construction services for arterial roads, concrete improvements and reconstruction services and street resurfacing construction services for local and collector streets.

**Capital Improvement Program (CIP) References:**

Project No. **223102** - Arterial Street Resurfacing Improvement Project, Specification No. PW 21-88 - CIP 2021-2026 - Adopted May 18, 2021 – Page 97;

Project No. **215709** - Citywide Alleyway Resurfacing Improvement Project, Specification No. PW 21-90 - CIP 2021-2026 - Adopted May 18, 2021 – Page 100; and

Project Nos. (**183106, 203102, 205702, 215707, 215708, 223106**) - Neighborhood Street Resurfacing Improvement Project, Specification No. PW 21-87 - CIP 2021-2026 - Adopted May 18, 2021 – Page 109.

## DISCUSSION

*On-Call Arterial Streets Improvements - Agreement A-8353*

The specific work for this Project consists primarily of constructing improvements on arterial streets. The work includes resurfacing of asphalt concrete pavement; reconstruction of asphalt and Portland cement concrete pavement, curb & gutters, cross gutters, ADA ramps, curbs, gutters, and sidewalks; installation of micro-surfacing, slurry seal, crushed miscellaneous base; excavation; grading; and concrete and bituminous surface removal. The work may also include furnishing and placing earth fill; adjusting or reconstructing manhole frames; reconstructing curb drains; reconstructing storm drain connector pipes; traffic striping and marking; traffic signal conduit; street light conduit; and landscaping and irrigation.

The notice inviting formal bids (NIFB) on the Project was published on May 27, 2021, and all bids were due on June 15, 2021 and opened June 16, 2021. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The work will be issued through task orders and the contract will be for a three year term for a not to exceed amount of $12,000,000 annually. The City received the following pricing based on a representative sample of bid items:

Granite Construction Company: $5,336,512.13
Toro Enterprises, Inc.: $5,388,294.04

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

The Project includes but is not limited to furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to perform and satisfactorily complete improvements on arterial streets on an as needed basis at various locations throughout the City. The not-to-exceed contract price will be up to $12,000,000 annually. The term of this agreement will be for one (1) year and may be extended for up to two (2) consecutive periods of one year each.

*On-Call Concrete Improvements - Agreement A-8352*

The specific work for this Project consists primarily of constructing concrete improvement and construction on City owned streets, alleys and parks. The Work generally includes construction of Portland cement concrete pavements, curb & gutters, cross gutters, ADA ramps, curbs, gutters, jogging paths, and sidewalks; installation of crushed miscellaneous base; excavation; grading; and concrete and bituminous surface removal. The work may also include furnishing and

placing earth fill; adjusting or reconstructing manhole frames; reconstructing curb drains; traffic striping and marking; traffic signal conduit; street light conduit; and landscaping and irrigation.

The notice inviting formal bids (NIFB) on the Project was published on May 27, 2021, and all bids were due on June 14, 2021 and opened June 15, 2021. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The work will be issued through task orders and the contract will be for a one year term for a not to exceed amount of $10,000,000 annually. The City received the following pricing based on a representative sample of bid items:

Granite Construction Company: $1,687,891.29
Toro Enterprises, Inc.: $2,148,027.55

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

The Project includes but is not limited to furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to perform and satisfactorily complete concrete improvements on local and collector streets, arterial streets, service roads, and alleys, on an as needed basis at various locations throughout the City. The not-to-exceed contract price will be up to $10,000,000 annually. The term of this agreement will be for one (1) year and may be extended for up to two (2) consecutive periods of one year each.

*On-Call Local and Collector Streets Improvements - Agreement A-8351*

The specific work for this Project consists primarily of constructing improvements on residential and collector streets, service roads, and alleys. The work includes resurfacing of asphalt concrete pavement; reconstruction of asphalt and Portland cement concrete pavement, curb & gutters, cross gutters, ADA ramps, curbs, gutters, and sidewalks; installation of micro-surfacing, slurry seal, crushed miscellaneous base; excavation; grading; and concrete and bituminous surface removal. The work may also include furnishing and placing earth fill; adjusting or reconstructing manhole frames; reconstructing curb drains; reconstructing storm drain connector pipes; traffic striping and marking; traffic signal conduit; street light conduit; and landscaping and irrigation.

The notice inviting formal bids (NIFB) on the Project was published on May 27, 2021, and all bids were due on June 14, 2021 and opened June 15, 2021. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The work will be issued through task orders and the contract will be for a one year term for a not to exceed amount of $12,000,000 annually. The City received the following pricing using a representative sample of bid items:

Granite Construction Company: $5,774,167.23
Toro Enterprises, Inc.: $5,853,905.60

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

The Project includes, but is not limited to, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to perform and satisfactorily complete improvements on residential and collector streets, service roads, and alleys, on an as needed basis at various locations throughout the City. The not-to-exceed contract price will be up to $12,000,000 annually. The term of this agreement will be for one (1) year and may be extended for up to two (2) consecutive periods of one year each. All work will be pre-approved by the Project Manager prior to starting work. Contractor will be required to pay prevailing wages under this agreement.

For all on-call services, staff will work closely with Neighborhood Councils and neighborhoods affected by the work to keep them informed of the project schedule and construction. General project information will be disseminated via social media, message boards and City website to help keep the public informed.

**STRATEGIC PRIORITIES**

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

**FINANCIAL IMPACT**

On June 29, 2021, City Council adopted the FY 2021-22 Operating and Capital Budget which included $4.7M (Measure E) for improved streets maintenance. This $4.7M allocation is included in the Street Maintenance Operation division within the General Fund budget. Since there are now specific contracts in place for these street improvements, staff is recommending a budget appropriation transfer of $3,863,784 for a portion of the allocated $4.7M from the General Fund (101) to the General Fund Capital Outlay Fund (301) for these improvement services.

*On-Call Arterial Streets Improvements - Agreement A-8353*

The total cost for this agreement with Granite Construction Company shall not exceed $12,000,000 through August 31, 2022 for on-call arterial street improvements. The cost will be funded using current appropriations in the Arterial Street Resurfacing Improvement Project 223102 from the RMRA Gas Tax Fund 185 (185-3015-826-8208) and the budget appropriation transfer in the Capital Outlay Fund 301 (301-3015-826-82-08). Upon approval of Council, there will be $7,949,179 in total project appropriations. Estimated costs for extension periods over subsequent fiscal years will be requested during the annual budget process.

| Project | Fund Number | Fund Name | Project Appropriations to Date (Including Fund 301 Transfer Request) |
|---|---|---|---|
| 223102 - Arterial Street Resurfacing Improvement | 185 | RMRA GAS TAX | $2,998,787 |
| 223102 - Arterial Street Resurfacing Improvement | 301 | CAPITAL OUTLAY FUND | $4,950,392 |
| | | TOTAL | $7,949,179 |

*On-Call Concrete Improvements - Agreement A-8352*

The total cost for this agreement with Granite Construction Company shall not exceed $10,000,000 through August 31, 2022 for on-call concrete improvements. The cost will be funded using existing appropriations in the Citywide Alleyway Resurfacing Improvement Projects 215709 from the HERO/SW Ormond Fund (315). As of July 1, 2021, there are

$2,519,660 in total project appropriations of which $117,031 is committed, leaving an available balance of $2,402,628. Any remaining unappropriated funds will be appropriated as needed throughout the fiscal year. Additional funding will be identified as needed via task order and budget availability. Estimated costs for extension periods over subsequent fiscal years will be requested during the annual budget process.

*On-Call Local and Collector Streets Improvements - Agreement A-8351*

The total cost for this agreement with Granite Construction Company shall not exceed $12,000,000 through August 31, 2022 for on-call local and collector street improvements. The Neighborhood Street Resurfacing Improvement Projects are being funded by the CDBG Entitlement Fund (285), $3M of existing Capital Outlay Fund (301) appropriation plus pending transfer of $1.9M, 2014 Lease Revenue Bond Fund (314), and the TAB HERO/SW/Ormond Fund (315). Upon approval by Council, there will be $12,954,640 in total project appropriations of which $5,947 is committed, leaving an available balance of $12,948,693. Estimated costs for extension periods over subsequent fiscal years will be requested during the annual budget process.

| Project | Fund Number | Fund Name | Projects Appropriations as of July 1, 2021 |
|---|---|---|---|
| 183106 - Colonia Rd Street Resurfacing | 314 | 2014 LEASE REVENUE BOND FUND | $1,034,000 |
| 203102 - Perkins Road Bike & Ped | 315 | TAB HERO/SW/ORMOND FUND | $500,000 |
| 205702 - Colonia Rd Sidewalks | 285 | CDBG ENTITLEMENT FUND | $107,248 |
| 215707 - Ormond Beach Neighborhood Resurfacing | 315 | TAB HERO/SW/ORMOND FUND | $2,000,000 |
| 215708 - Perkins Rd Parking Lot | 315 | TAB HERO/SW/ORMOND FUND | $600,000 |
| 223106 - Neighborhood Street Resurfacing | 301 | CAPITAL OUTLAY FUND | $4,913,392 |
| 223106 - Neighborhood Street Resurfacing | 185 | RMRA GAS TAX FUND | $3,800,000 |
| | | **TOTAL** | **$12,954,640** |

**COMMITTEE OUTCOME**

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

*Prepared by: Tatiana Arnaout, City Engineer*

**ATTACHMENTS**

1. A-8353 Granite PW 21-88
2. A-8352 Granite PW 21-90
3. A-8351 Granite PW 21-87
4. Budget Appropriation Arterial
5. Budget Appropriation Neighborhood
6. Presentation On Call

**CITY OF OXNARD CONTRACT FOR**
**ON-CALL ARTERIAL STREETS IMPROVEMENT PROJECT**
**SPECIFICATION NO. PW 21-88**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GRANITE CONSTRUCTION COMPANY ("Contractor"). Contractor's license number is 89.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Arterial Streets Improvement Project Specification No. PW 21-88 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed twelve million dollars ($12,000,000.00) during each Contract Term as extended from time to time.

4. Contract Term. The Contract Term shall begin on the Effective Date and end one (1) year thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Contract Term Extension. A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

a. Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.

b. Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

6. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

7. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task

Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

8. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

12. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

*[signatures on following page]*

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**GRANITE CONSTRUCTION COMPANY**

Jigisha Desai, Vice President[2] Date

Kenneth B. Olson, Asst. Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-8353
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.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $2,000,000<br>PRODUCTS COMP/OP AGG. $2,000,000<br>PERSONAL & ADV. INJURY $2,000,000<br>EACH OCCURRENCE $2,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& listed sub-consultant |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

City of Oxnard
Attn: Risk Manager
Reference No. A-8353
300 W. Third Street, Suite 302
Oxnard CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

# GENERAL LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the ACity@)

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ❒ PRODUCTS/COMPLETED OPERATIONS | | |
| ❒ PERSONAL & ADVERTISING INJURY | | |
| ❒ FIRE DAMAGE | | |
| ❒ _____ | | |
| ❒ _____ | | |

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, 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.

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, Aoccurrence@ 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-8353
**300 W. Third Street, Suite 302**
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

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

Name: _____

Address: _____

_____

Telephone: (  ) _____

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

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

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

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

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

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

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

a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

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

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**

**Attn: Risk Manager**

**Reference No.** A-8353

**300 W. Third Street, Suite 302**

**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

*(original signature required)*

Telephone: (  ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as On-Call Arterial Streets Improvement Project Specification No. PW 21-88 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars ($_____), this amount being not less than a hundred percent (100%) of the total not-to-exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

Bond No. _____

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as On-Call Arterial Streets Improvement Project. Specification No. PW 21-88 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,_____

*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total not-to-exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

EXHIBIT A

## CITY OF OXNARD

## BID SHEETS FOR ON-CALL ARTERIAL STREETS IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-88

Bidder's Name: Granite Construction Company

To the Honorable Mayor and Members of the City Council:

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

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of bid items listed below. The lowest responsive Bid will be determined by a weighted sum of the sample item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process. The sample items and weighting to be used will be selected by the City, **kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process.**

### BID ITEM UNIT COST:

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| **SCHEDULE A: PAVEMENT MAINTENANCE AND REHABILITATION – STREET** | | | | | |
| 1. | Cold Mill AC Pavement - (1" Max) | 1110-3 | SQYD | 500 - 2,000 | 3.60 |
| 2. | | | | 2,001 – 5,000 | 2.40 |
| 3. | | | | 5,001 – 10,000 | 2.25 |
| 4. | | | | OVER 10,000 | 2.20 |
| 5. | Cold Mill AC Pavement - (2" Max) | 1110-3 | SQYD | 500 - 2,000 | 4.50 |
| 6. | | | | 2,001 – 5,000 | 3.65 |
| 7. | | | | 5,001 – 10,000 | 3.50 |
| 8. | | | | OVER 10,000 | 3.20 |
| 9. | Cold Mill AC Pavement - (3" Max) | 1110-3 | SQYD | 500 - 2,000 | 6.25 |
| 10. | | | | 2,001 – 5,000 | 6.00 |
| 11. | | | | 5,001 – 10,000 | 4.80 |
| 12. | | | | OVER 10,000 | 4.70 |
| 13. | Unclassified Excavation | 1120-4 | CY | 20 - 100 | 85.00 |
| 14. | | | | 101 – 1,000 | 53.00 |
| 15. | | | | OVER 1,000 | 52.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 16. | Class 2 Aggregate Base | 1130-4 | TON | 20 - 100 | 74.00 |
| 17. | | | | 101 – 2,000 | 39.00 |
| 18. | | | | OVER 2,000 | 38.00 |
| 19. | Asphalt Concrete, Type III (DGAC-B2 PG6410) | 1150-10 | TON | 20 - 100 | 144.00 |
| 20. | | | | 101 – 500 | 121.50 |
| 21. | | | | 501 – 1,000 | 117.50 |
| 22. | | | | 1,001 – 2,000 | 117.00 |
| 23. | | | | OVER 2,000 | 116.50 |
| 24. | Asphalt Concrete, Type III (DGAC-C2 PG6410) | 1150-10 | TON | 20 - 100 | 146.00 |
| 25. | | | | 101 – 500 | 127.00 |
| 26. | | | | 501 – 1,000 | 125.50 |
| 27. | | | | 1,001 – 2,000 | 124.50 |
| 28. | | | | OVER 2,000 | 123.50 |
| 29. | Asphalt Concrete, Type III (DGAC-D2 PG6410) | 1150-10 | TON | 20 - 100 | 149.00 |
| 30. | | | | 101 – 500 | 145.00 |
| 31. | | | | 501 – 1,000 | 144.00 |
| 32. | | | | 1,001 – 2,000 | 141.00 |
| 33. | | | | OVER 2,000 | 130.25 |
| 34. | Asphalt Rubber Aggregate Membrane (ARAM) | 1151-4 | SQYD | 1,000 - 3,000 | 61.80 |
| 35. | | | | 3,001 – 6,000 | 22.80 |
| 36. | | | | 6,001 – 12,000 | 15.20 |
| 37. | | | | 12,001 – 25,000 | 10.80 |
| 38. | | | | OVER 25,000 | 7.30 |
| 39. | Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) | 1152-10 | TON | 100 – 500 | 168.00 |
| 40. | | | | 501 – 1,000 | 156.00 |
| 41. | | | | 1,001 – 3,000 | 148.75 |
| 42. | | | | 3,001 – 9,000 | 148.50 |
| 43. | | | | OVER 9,000 | 146.25 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 44. | Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16) | 1152-10 | TON | 100 – 500 | 170.50 |
| 45. | | | | 501 – 1,000 | 164.00 |
| 46. | | | | 1,001 – 3,000 | 154.00 |
| 47. | | | | 3,001 – 9,000 | 153.75 |
| 48. | | | | OVER 9,000 | 151.25 |
| 49. | Crack Seal | 1155-4 | LB | 500 – 5,000 | 11.55 |
| 50. | | | | 5,001 – 9,000 | 4.75 |
| 51. | | | | OVER 9,000 | 4.50 |
| 52. | Slurry Seal Type II (RAP) | 1160-5 | SQYD | 1,000 - 3,000 | 10.30 |
| 53. | | | | 3,001 – 6,000 | 5.70 |
| 54. | | | | 6,001 – 12,000 | 3.40 |
| 55. | | | | 12,001 – 25,000 | 2.45 |
| 56. | | | | 25,001 – 50,000 | 2.40 |
| 57. | | | | OVER 50,000 | 2.00 |
| 58. | Micro-Surfacing (Type II) Black Rock | 1163-7 | TON | 20 – 100 | 296.00 |
| 59. | | | | 101 – 500 | 461.00 |
| 60. | | | | 501 – 1,000 | 406.50 |
| 61. | | | | 1,001 – 2,000 | 390.00 |
| 62. | | | | OVER 2,000 | 368.50 |
| 63. | Micro-Surfacing (Type II) | 1163-7 | TON | 20 – 100 | 488.00 |
| 64. | | | | 101 – 500 | 380.00 |
| 65. | | | | 500 – 1,000 | 300.00 |
| 66. | | | | 1,001 – 2,000 | 355.00 |
| 67. | | | | OVER 2,000 | 326.00 |
| 68. | Micro-Surfacing (Type III) | 1163-7 | TON | 20 – 100 | 488.00 |
| 69. | | | | 101 – 500 | 347.00 |
| 70. | | | | 501 – 1,000 | 314.00 |
| 71. | | | | 1,001 – 2,000 | 303.50 |
| 72. | | | | OVER 2,000 | 282.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| **SCHEDULE B: PAVEMENT RECONSTRUCTION - STREET** | | | | | |
| 73. | Unclassified Excavation | 1120-4 | CY | 20 – 100 | 85.00 |
| 74. | | | | 101 – 500 | 54.00 |
| 75. | | | | 501 – 1,000 | 52.00 |
| 76. | | | | 1,001 – 2,000 | 51.00 |
| 77. | | | | OVER 2,000 | 50.00 |
| 78. | Class 2 Aggregate Base | 1130-4 | TON | 20 – 100 | 74.00 |
| 79. | | | | 101 – 500 | 39.00 |
| 80. | | | | 501 – 1,000 | 38.50 |
| 81. | | | | 1,001 – 2,000 | 38.00 |
| 82. | | | | OVER 2,000 | 38.00 |
| 83. | AC Pavement Pulverization | 1147-4 | CY | 20 – 100 | 128.00 |
| 84. | | | | 101 – 500 | 40.00 |
| 85. | | | | 501 – 1,000 | 32.00 |
| 86. | | | | 1,001 – 2,000 | 31.00 |
| 87. | | | | OVER 2,000 | 30.00 |
| 88. | Portland Cement Stabilized Pulverized Base | 1149-5 | CY | 20 – 100 | 198.00 |
| 89. | | | | 101 – 500 | 93.00 |
| 90. | | | | 501 – 1,000 | 42.75 |
| 91. | | | | 1,001 – 2,000 | 29.50 |
| 92. | | | | OVER 2,000 | 28.40 |
| 93. | Asphalt Concrete, Type III (DGAC-B2 PG6410) | 1150-10 | TON | 20 – 100 | 144.00 |
| 94. | | | | 101 – 500 | 117.00 |
| 95. | | | | 501 – 1,000 | 116.75 |
| 96. | | | | 1,001 – 3,000 | 116.50 |
| 97. | | | | OVER 3,000 | 116.40 |
| 98. | Asphalt Concrete, Type III (DGAC-C2 PG6410) | 1150-10 | TON | 20 – 100 | 146.00 |
| 99. | | | | 1,01 – 500 | 133.00 |
| 100 | | | | 501- 1,000 | 132.00 |
| 101 | | | | 1,001 – 2,000 | 131.75 |
| 102 | | | | OVER 2,000 | 131.50 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 103 | Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) | 1152-10 | TON | 20 – 100 | 210.00 |
| 104 | | | | 101 – 500 | 170.35 |
| 105 | | | | 501 – 1,000 | 155.80 |
| 106 | | | | 1,001 – 3,000 | 149.00 |
| 107 | | | | OVER 3,000 | 148.60 |
| 108 | PCC Pavement, 6" Thick | 1180-6 | CY | 20 – 100 | 350.00 |
| 109 | | | | 101 – 500 | 315.00 |
| 110 | | | | 501 – 1,000 | 313.00 |
| 111 | | | | 1,001 – 2,000 | 311.00 |
| 112 | | | | OVER 2,000 | 310.00 |
| 113 | Road Stabilization Geotextile/Geogrid | SSPWC 300-10 | SQYD | 20 – 1,000 | 4.50 |
| 114 | | | | 1,001 – 5,000 | 4.20 |
| 115 | | | | OVER 5,000 | 4.15 |
| 116 | Cement Treated Base | SSPWC 301-3.3 | CY | 20 – 100 | 300.00 |
| 117 | | | | 101 – 500 | 185.00 |
| 118 | | | | 501 – 1,000 | 143.00 |
| 119 | | | | OVER 1,000 | 127.00 |
| 120 | Furnish And Deliver Portland Cement | 1182-3 | TON | 1 – 10 | 217.00 |
| 121 | | | | 11 – 50 | 217.00 |
| 122 | | | | OVER 50 | 217.00 |
| **SCHEDULE C: PCC CONSTRUCTION – STREET** | | | | | |
| 123 | Slurry Cement Backfill | 1908-4 | CY | 10 – 100 | 150.00 |
| 124 | | | | 101 – 500 | 143.00 |
| 125 | | | | OVER 500 | 141.00 |
| 126 | Remove And Replace PCC Sidewalk, 4" Thick | 1174-6 | SQFT | 50 – 200 | 13.00 |
| 127 | | | | 201 – 1,000 | 12.80 |
| 128 | | | | 1,001 – 3,000 | 12.50 |
| 129 | | | | OVER 3,000 | 12.35 |
| 130 | Grind PCC Sidewalk | 1174-6 | SQFT | 50 – 200 | 24.00 |
| 131 | | | | 201 – 1,000 | 23.00 |
| 132 | | | | OVER 1,000 | 22.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 133 | Remove And Replace PCC Residential Driveway, 6" Thick | 1174-6 | SQFT | 50 – 200 | 36.00 |
| 134 | | | | 201 – 1,000 | 35.50 |
| 135 | | | | OVER 1,000 | 35.25 |
| 136 | Remove And Replace PCC Alley Driveway, 8" Thick | 1174-6 | SQFT | 50 – 200 | 47.00 |
| 137 | | | | 201 – 1,000 | 46.00 |
| 138 | | | | OVER 1,000 | 45.00 |
| 139 | Remove And Replace PCC Commercial/ Industrial Driveway, 8" Thick | 1174-6 | SQFT | 50 – 200 | 43.00 |
| 140 | | | | 201 – 1,000 | 42.00 |
| 141 | | | | OVER 1,000 | 41.00 |
| 142 | Remove And Replace Cross Gutter And Spandrel, 8" Thick Per City Standard Plate 114 | 1174-6 | SQFT | 50 – 200 | 47.00 |
| 143 | | | | 201 – 1,000 | 46.00 |
| 144 | | | | OVER 1,000 | 45.00 |
| 145 | Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick | 1174-6 | SQFT | 50 – 200 | 29.00 |
| 146 | | | | 201 – 1,000 | 28.00 |
| 147 | | | | OVER 1,000 | 27.00 |
| 148 | Remove And Replace 4' Wide PCC Ribbon Gutter, 8" Thick Per City Standard Plate 117 | 1174-6 | LF | 10 – 100 | 110.00 |
| 149 | | | | 101 – 400 | 109.00 |
| 150 | | | | 401 – 1,000 | 108.00 |
| 151 | | | | OVER 1,000 | 107.00 |
| 152 | Remove And Replace PCC Curb & Gutter (Type A2-6) - Case A | 1174-6 | LF | 10 – 100 | 75.50 |
| 153 | | | | 101 – 400 | 75.25 |
| 154 | | | | 401 – 1,000 | 75.00 |
| 155 | | | | 1,001 – 3,000 | 74.75 |
| 156 | | | | OVER 3,000 | 74.50 |
| 157 | Remove And Replace PCC Curb & Gutter (Type A2-6) - Case B | 1174-6 | LF | 10 – 100 | 74.50 |
| 158 | | | | 101 – 400 | 74.00 |
| 159 | | | | 401 – 1,000 | 73.50 |
| 160 | | | | 1,001 – 3,000 | 73.00 |
| 161 | | | | OVER 3,000 | 72.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 162 | Remove And Replace PCC Curb & Gutter (Type A2-8) - Case A | 1174-6 | LF | 10 – 100 | 95.00 |
| 163 | | | | 101 – 400 | 94.00 |
| 164 | | | | 401 – 1,000 | 93.00 |
| 165 | | | | 1,001 – 3,000 | 92.00 |
| 166 | | | | OVER 3,000 | 91.50 |
| 167 | Remove And Replace PCC Curb & Gutter (Type A2-8) – Case B | 1174-6 | LF | 10 – 100 | 91.00 |
| 168 | | | | 101 – 400 | 90.00 |
| 169 | | | | 401 – 1,000 | 89.50 |
| 170 | | | | 1,001 – 3,000 | 89.00 |
| 171 | | | | OVER 3,000 | 88.75 |
| 172 | Install Or Remove And Replace PCC Rolled Curb And Gutter – Case A | 1174-6 | LF | 10 – 100 | 114.00 |
| 173 | | | | 101 – 400 | 113.00 |
| 174 | | | | OVER 400 | 112.00 |
| 175 | Install Or Remove And Replace PCC Rolled Curb And Gutter – Case B | 1174-6 | LF | 10 – 100 | 100.00 |
| 176 | | | | 101 – 400 | 99.00 |
| 177 | | | | OVER 400 | 98.00 |
| 178 | Remove And Replace PCC Curb & Gutter, Over 8" Up To 10" Curb Face | 1174-6 | LF | 10 – 100 | 92.00 |
| 179 | | | | 101 – 400 | 91.00 |
| 180 | | | | OVER 400 | 89.00 |
| 181 | Remove And Replace PCC Curb (Type A1-6) – Case A | 1174-6 | LF | 10 – 100 | 61.00 |
| 182 | | | | 101 – 400 | 60.00 |
| 183 | | | | 401 – 1,000 | 59.50 |
| 184 | | | | 1,001 – 3,000 | 59.25 |
| 185 | | | | OVER 3,000 | 59.10 |
| 186 | Remove And Replace PCC Curb (Type A1-6) – Case B | 1174-6 | LF | 10 – 100 | 59.00 |
| 187 | | | | 101 – 400 | 60.00 |
| 188 | | | | 401 – 1,000 | 59.00 |
| 189 | | | | 1,001 – 3,000 | 58.00 |
| 190 | | | | OVER 3,000 | 57.50 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 191 | Remove And Replace PCC Curb (Type A1-8) – Case A | 1174-6 | LF | 10 – 100 | 62.00 |
| 192 | | | | 101 – 400 | 61.00 |
| 193 | | | | 401 – 1,000 | 60.50 |
| 194 | | | | 1,001 – 3,000 | 60.25 |
| 195 | | | | OVER 3,000 | 60.00 |
| 196 | Remove And Replace PCC Curb (Type A1-8) – Case B | 1174-6 | LF | 10 – 100 | 62.00 |
| 197 | | | | 101 – 400 | 61.00 |
| 198 | | | | 401 – 1,000 | 60.00 |
| 199 | | | | 1,001 – 3,000 | 59.00 |
| 200 | | | | OVER 3,000 | 58.00 |
| 201 | Remove And Replace PCC Curb, Over 8" Up To 12" Curb Face | 1174-6 | LF | 10 – 100 | 64.00 |
| 202 | | | | 101 – 400 | 63.00 |
| 203 | | | | OVER 400 | 62.00 |
| 204 | 2' – 4' High Retaining Wall Per City Standard Plate 600 | 1174-6 | LF | 5 OR MORE | 725.00 |
| 205 | 6' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 740.00 |
| 206 | 8' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 960.00 |
| 207 | 10' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 1,075.00 |
| 208 | 4' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 1,320.00 |
| 209 | 6' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 1,450.00 |
| 210 | 8' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 2,015.00 |
| 211 | Install Curb Opening Catch Basin Per City Standard Plate 501, Max. W=3.5' and Max. V=6.0' | 1303-3 | EA | 1 OR MORE | 8,655.00 |
| 212 | Install Curb Opening Catch Basin Per City Standard Plate 501, Max. W=7.0' and Max. V=6.0' | 1303-3 | EA | 1 OR MORE | 8,800.00 |
| 213 | Install Grated Catch Basin Per City Standard Plate 503/504/505, Max. W=6.5' and Max. V=4.0' | 1303-3 | EA | 1 OR MORE | 9,500.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 214 | Install SD Manhole No. 1 Per City Standard Plate 513, Max. H=8.0' | 1303-3 | EA | 1 OR MORE | 18,150.00 |
| 215 | Remove And Replace Catch Basin Top Slab Including Curb Opening Per City Standard Plate 501, W=3.5', Complete-In-Place | 1303-3 | EA | 1 OR MORE | 8,150.00 |
| 216 | Remove And Replace Catch Basin Top Slab Including Curb Opening Per City Standard Plate 501, W=7.0', Complete-In-Place | 1303-3 | EA | 1 OR MORE | 10,250.00 |
| 217 | Concrete Gutter Depression Per City Standard Plate 509 | 1303-3 | SQFT | 10 – 100 | 40.00 |
| 218 | | | | 101 – 400 | 39.00 |
| 219 | | | | OVER 400 | 38.00 |
| **SCHEDULE D: MISCELLANEOUS WORK – STREET** | | | | | |
| 220 | Clearing And Grubbing | 1103-3 | SQYD | 100 – 5,000 | 2.00 |
| 221 | | | | 5,001 – 9,000 | 1.90 |
| 222 | | | | OVER 9,000 | 1.80 |
| 223 | Tree Removal (Up to 24" Dia. Trunk) | 1103-3 | EA | 1 OR MORE | 9,500.00 |
| 224 | Tree Removal (Over 24" To 36" Dia. Trunk) | 1103-3 | EA | 1 OR MORE | 10,000.00 |
| 225 | Shoulder Backing | 1170-4 | TON | 20 – 100 | 54.00 |
| 226 | | | | 1,01 – 500 | 53.00 |
| 227 | | | | OVER 500 | 52.50 |
| 228 | Install 24" Root Barrier Panel | 1174-6 | LF | 10 – 100 | 33.00 |
| 229 | | | | 101 – 400 | 32.00 |
| 230 | | | | 401 – 1,000 | 31.00 |
| 231 | | | | OVER 1,000 | 30.00 |
| 232 | Headerboard – 2"x4" | 1178-4 | LF | 8 OR MORE | 34.00 |
| 233 | Headerboard – 2"x6" | 1178-4 | LF | 8 OR MORE | 35.00 |
| 234 | Adjust Manhole Frame And Cover To Finished Grade Per City Standard Plate 412/510 | 1185-4 | EA | 1 - 10 | 1,370.00 |
| 235 | | | | 11 - 20 | 1,205.00 |
| 236 | | | | 21 - 100 | 1,152.00 |
| 237 | | | | 100 OR MORE | 1,152.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 238 | Adjust Catch Basin Frame And Grate To Finished Grade Per City Standard Plate 502 - 505 | 1185-4 | EA | 1 - 10 | 1,667.00 |
| 239 | | | | 11 - 20 | 1,612.00 |
| 240 | | | | 21 OR MORE | 1,585.00 |
| 241 | Adjust Survey Monument Cover To Finished Grade Per City Standard Plate 609 | 1185-4 | EA | 1 - 10 | 718.00 |
| 242 | | | | 11 - 20 | 664.00 |
| 243 | | | | 21 OR MORE | 854.00 |
| 244 | Adjust Sewer Cleanout Frame And Cover To Finished Grade Per City Standard Plate 407 | 1185-4 | EA | 1 - 10 | 854.00 |
| 245 | | | | 11 - 20 | 720.00 |
| 246 | | | | 21 OR MORE | 686.00 |
| 247 | Adjust Water Valve Frame And Cover To Finished Grade Per City Standard Plate 303 | 1185-4 | EA | 1 - 10 | 935.00 |
| 248 | | | | 11 - 20 | 854.00 |
| 249 | | | | 21 – 100 | 720.00 |
| 250 | | | | 100 OR MORE | 686.00 |
| 251 | Adjust Water Meter Box Frame And Cover To Finished Grade Per City Standard Plate 304/305 | 1187-4 | EA | 1 - 10 | 686.00 |
| 252 | | | | 11 - 20 | 854.00 |
| 253 | | | | 21 OR MORE | 720.00 |
| 254 | Adjust Utility Frame And Cover To Finished Grade Per City Standard Plate 307 | 1187-4 | EA | 1 - 10 | 686.00 |
| 255 | | | | 11 - 20 | 1,260.00 |
| 256 | | | | 21 OR MORE | 1,152.00 |
| 257 | Install or Preserve Survey Monumentation | 1190-4 | EA | 1 OR MORE | 1,750.00 |
| 258 | Reset And Relocate Mail Box | 1192-5 | EA | 1 OR MORE | 680.00 |
| 259 | Remove And Replace Sidewalk Concrete Drainage Channel With Steel Plate Cover , Complete-In-Place | 1192-5 | SQFT | 20 OR MORE | 520.00 |
| 260 | Remove And Replace 14" Sidewalk Drainage Trench & Grate, Complete-In-Place | 1192-5 | LF | 4 OR MORE | 1,495.00 |
| 261 | Remove And Replace - AC Dike/Berm (Type D1-6) | 1192-5 | LF | 5 OR MORE | 27.00 |
| 262 | Remove And Replace - AC Dike/Berm (Type D1-8) | 1192-5 | LF | 5 OR MORE | 27.00 |
| 263 | Remove And Replace - Curb (Type C1-6) | 1192-5 | LF | 5 OR MORE | 163.00 |
| 264 | Remove And Replace - AC Speed Hump (12' X W) Complete-In-Place | 1192-5 | SQFT | 240 OR MORE | 12.50 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 265 | 12" PVC Storm Drain | 1302-5 | LF | 10 - 50 | 470.00 |
| 266 | | | | 51 - 100 | 330.00 |
| 267 | | | | 101 OR MORE | 280.00 |
| 268 | Install 18" HDPE Storm Drain Backfill Per City Standard Plate 602, 2.0' To 6.0' Deep | 1302-5 | LF | 10 – 100 | 350.00 |
| 269 | | | | 101 – 500 | 333.00 |
| 270 | | | | OVER 500 | 286.00 |
| 271 | Install 24" HDPE Storm Drain Backfill Per City Standard Plate 602, 2.0' To 6.0' Deep | 1302-5 | LF | 10 – 100 | 355.00 |
| 272 | | | | 101 – 500 | 353.00 |
| 273 | | | | OVER 500 | 310.00 |
| 274 | Install Or Remove And Replace 6-Inch R.S. Gate Valve Per City Standard Plate 303 | 1409-3.7 | EA | 1 OR MORE | 14,100.00 |
| 275 | Install Or Remove And Replace 8-Inch R.S. Gate Valve Per City Standard Plate 303 | 1409-3.7 | EA | 1 OR MORE | 17,750.00 |
| 276 | Install Or Remove And Replace 10-Inch R.S. Gate Valve Per City Standard Plate 303 | 1409-3.7 | EA | 1 OR MORE | 31,185.00 |
| 277 | Install 2-Inch Air-Vacuum Assembly Per City Standard Plate 308 | 1409-4.7 | EA | 1 OR MORE | 31,000.00 |
| 278 | Relocate Fire Hydrant Per City Standard Plate 300 | 1410-4 | EA | 1 OR MORE | 21,500.00 |
| 279 | Relocate Water Meter Assembly (2 inch and smaller) Per City Standard Plate 304 | 1411-3 | EA | 1 OR MORE | 5,210.00 |
| 280 | Install Or Replace 1-Inch Water Services Assembly Per City Standard Plate 305 | 1411-3 | EA | 1 OR MORE | 18,370.00 |
| 281 | Install Or Replace Water Services Assembly, 1 ½ - 2 Inches Per City Standard Plate 304 | 1411-3 | EA | 1 OR MORE | 25,105.00 |
| 282 | Install 4-Inch Blow-Off Assembly Per City Standard Plate 307 | 1414-2 | EA | 1 OR MORE | 31,900.00 |
| 283 | Furnish And Install Detectable Warning Surface Tiles | 1905-4 | SQFT | 12 – 120 | 50.00 |
| 284 | | | | 121 – 420 | 49.00 |
| 285 | | | | OVER 420 | 48.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 286 | Remove Concrete Pavement | 1906-4 | CY | 1 – 100 | 54.00 |
| 287 | | | | 101 – 1,000 | 53.00 |
| 288 | | | | OVER 1,000 | 52.00 |
| 289 | Remove Concrete (Miscellaneous) | 1906-4 | CY | 1 – 100 | 137.00 |
| 290 | | | | 101 – 1,000 | 136.00 |
| 291 | | | | OVER 1,000 | 98.00 |
| 292 | Remove Asphalt Concrete Pavement And/Or Other Asphalt Structures | 1906-4 | CY | 1 – 100 | 87.00 |
| 293 | | | | 101 – 1,000 | 53.00 |
| 294 | | | | OVER 1,000 | 52.00 |
| 295 | Pothole Patching (Asphalt Cold Mix) | 1907-5 | LB | 100 – 500 | 9.00 |
| 296 | | | | 501 – 2,000 | 4.75 |
| 297 | | | | OVER 2,000 | 4.50 |
| 298 | Remove And Install Chain Link Fence, 3.5' – 6' High | SSPWC 304-3.4 | LF | 5 OR MORE | 192.00 |
| 299 | Remove And Install Chain Link Fence, 8' High | SSPWC 304-3.4 | LF | 5 OR MORE | 256.00 |
| 300 | Remove And Install Chain Link Fence, 10' High | SSPWC 304-3.4 | LF | 5 OR MORE | 320.00 |
| 301 | Relocate Chain Link Fence | SSPWC 304-3.4 | LF | 5 OR MORE | 157.00 |
| 302 | Remove And Install Wood Fence, 3.5' – 6' High | SSPWC 305-2.6 | LF | 5 OR MORE | 190.00 |
| 303 | Relocate Backflow Preventer Assembly Per City Standard Plate 309 | SSPWC 306-15.8 | EA | 1 OR MORE | 20,239.60 |
| **SCHEDULE E: LANDSCAPE AND IRRIGATION WORK – STREET** | | | | | |
| 304 | Adjust Irrigation Box To Finished Grade | 1187-4 | EA | 1 OR MORE | 542.00 |
| 305 | Landscape - Tree Planting Ulmus Parvifolia/Chinese Elm (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 2,710.00 |
| 306 | Landscape - Tree Planting Tristania Conferta/Brisbane Box (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 1,896.00 |
| 307 | Landscape - Tree Planting Syagrus Romanzoffiana /Queen Palm (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 1,896.00 |
| 308 | Landscape - Tree Planting Tristaniopsis Laurina/Water Gum (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 2,710.00 |
| 309 | Landscape - Top Soil, Class A | 1601-2 | CY | 5 - 20 | 75.00 |
| 310 | | | | 21 - 100 | 72.00 |
| 311 | | | | OVER 100 | 71.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 312 | Landscape – 3" Thick Mulch, Type 1 | 1601-2 | CY | 10 - 20 | 29.00 |
| 313 | | | | 21 - 50 | 28.00 |
| 314 | | | | OVER 50 | 27.00 |
| 315 | Landscape – Irrigation (Complete-In-Place) | 1601-2 | SQYD | 10 - 100 | 56.00 |
| 316 | | | | 101 – 500 | 55.00 |
| 317 | | | | OVER 500 | 54.00 |
| 318 | Minor Concrete (4-Inch Thick Stamped Colored Concrete) Per City Standard Plate 128 | 1602-4 | SQFT | 5 - 100 | 18.00 |
| 319 | | | | 101 - 500 | 17.00 |
| 320 | | | | OVER 500 | 16.00 |
| 321 | Landscape - Unclassified Fill | 1904-4 | CY | 5 - 20 | 39.00 |
| 322 | | | | 21 – 100 | 38.00 |
| 323 | | | | OVER 100 | 37.00 |
| 324 | Landscape – Imported Borrow | 1904-4 | CY | 5 - 20 | 72.00 |
| 325 | | | | 21 – 100 | 71.00 |
| 326 | | | | OVER 100 | 70.00 |
| 327 | Install Backflow Prevention Device Per City Standard Plate 309 | SSPWC 306-15.8 | EA | 1 OR MORE | 24,400.00 |
| **SCHEDULE F: THERMOPLASTIC PAVEMENT STRIPING AND MARKING** | | | | | |
| 328 | Detail 1 Stripe (6" Single Yellow Broken Line) Centerline | 1515-4 | LF | 1 – 1,000 | 0.37 |
| 329 | | | | 1,001 – 9,000 | 0.35 |
| 330 | | | | OVER 9,000 | 0.33 |
| 331 | Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker | 1515-4 | LF | 1 – 1,000 | 0.39 |
| 332 | | | | 1,001 – 9,000 | 0.37 |
| 333 | | | | OVER 9,000 | 0.35 |
| 334 | Detail 8 Stripe (6" Single White Broken Line) Lane line | 1515-4 | LF | 1 – 1,000 | 0.37 |
| 335 | | | | 1,001 – 9,000 | 0.35 |
| 336 | | | | OVER 9,000 | 0.33 |
| 337 | Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker | 1515-4 | LF | 1 – 1,000 | 0.39 |
| 338 | | | | 1,001 – 9,000 | 0.37 |
| 339 | | | | OVER 9,000 | 0.35 |
| 340 | Detail 12 Stripe (6" Single White Broken Line) Lane line With Marker | 1515-4 | LF | 1 – 1,000 | 0.39 |
| 341 | | | | 1,001 – 9,000 | 0.37 |
| 342 | | | | OVER 9,000 | 0.35 |

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| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 343 | Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone | 1515-4 | LF | 1 – 1,000 | 1.08 |
| 344 | | | | 1,001 – 9,000 | 0.98 |
| 345 | | | | OVER 9,000 | 0.87 |
| 346 | Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker | 1515-4 | LF | 1 – 1,000 | 2.17 |
| 347 | | | | 1,001 – 9,000 | 2.06 |
| 348 | | | | OVER 9,000 | 1.95 |
| 349 | Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line | 1515-4 | LF | 1 – 1,000 | 0.70 |
| 350 | | | | 1,001 – 9,000 | 0.68 |
| 351 | | | | OVER 9,000 | 0.65 |
| 352 | Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker | 1515-4 | LF | 1 – 1,000 | 0.81 |
| 353 | | | | 1,001 – 9,000 | 0.79 |
| 354 | | | | OVER 9,000 | 0.76 |
| 355 | Detail 27B Stripe (6" Single White Solid Line) Right Edge Line | 1515-4 | LF | 1 – 1,000 | 0.70 |
| 356 | | | | 1,001 – 9,000 | 0.68 |
| 357 | | | | OVER 9,000 | 0.65 |
| 358 | Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection | 1515-4 | LF | 1 – 1,000 | 0.70 |
| 359 | | | | 1,001 – 9,000 | 0.68 |
| 360 | | | | OVER 9,000 | 0.65 |
| 361 | Detail 28 Stripe (6" Double Yellow Solid Line) Median Island | 1515-4 | LF | 1 – 1,000 | 3.25 |
| 362 | | | | 1,001 – 9,000 | 3.09 |
| 363 | | | | OVER 9,000 | 2.98 |
| 364 | Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker | 1515-4 | LF | 1 – 1,000 | 3.79 |
| 365 | | | | 1,001 – 9,000 | 2.65 |
| 366 | | | | OVER 9,000 | 3.25 |
| 367 | Detail 31 Stripe (6" Double Yellow Solid And Broken Line) | 1515-4 | LF | 1 – 1,000 | 3.25 |
| 368 | | | | 1,001 – 9,000 | 3.09 |
| 369 | | | | OVER 9,000 | 2.98 |
| 370 | Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker | 1515-4 | LF | 1 – 1,000 | 3.79 |
| 371 | | | | 1,001 – 9,000 | 3.74 |
| 372 | | | | OVER 9,000 | 3.25 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 373 | Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection With Marker | 1515-4 | LF | 1 – 1,000 | 1.35 |
| 374 | | | | 1,001 – 9,000 | 1.30 |
| 375 | | | | OVER 9,000 | 1.19 |
| 376 | Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker | 1515-4 | LF | 1 – 1,000 | 1.63 |
| 377 | | | | 1,001 – 9,000 | 1.35 |
| 378 | | | | OVER 9,000 | 1.19 |
| 379 | Detail 38A Stripe (8" Single White Solid Line) Channelizing Line | 1515-4 | LF | 1 – 1,000 | 1.19 |
| 380 | | | | 1,001 – 9,000 | 1.14 |
| 381 | | | | OVER 9,000 | 1.08 |
| 382 | Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker | 1515-4 | LF | 1 – 1,000 | 1.63 |
| 383 | | | | 1,001 – 9,000 | 1.57 |
| 384 | | | | OVER 9,000 | 1.46 |
| 385 | Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line | 1515-4 | LF | 1 – 1,000 | 0.92 |
| 386 | | | | 1,001 – 9,000 | 0.81 |
| 387 | | | | OVER 9,000 | 0.70 |
| 388 | Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane | 1515-4 | LF | 1 – 1,000 | 0.92 |
| 389 | | | | 1,001 – 9,000 | 0.81 |
| 390 | | | | OVER 9,000 | 0.70 |
| 391 | Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection | 1515-4 | LF | 1 – 1,000 | 0.49 |
| 392 | | | | 1,001 – 9,000 | 0.43 |
| 393 | | | | OVER 9,000 | 0.38 |
| 394 | Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection | 1515-4 | LF | 1 – 1,000 | 0.49 |
| 395 | | | | 1,001 – 9,000 | 0.43 |
| 396 | | | | OVER 9,000 | 0.38 |
| 397 | Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, or railroad-grade-crossing marking | 1515-4 | SQFT | 50 – 1,000 | 5.42 |
| 398 | | | | 1,001 – 5,000 | 4.33 |
| 399 | | | | OVER 5,000 | 3.25 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 400 | 3" Double White/Blue Solid Parking Stall Stripe | 1515-4 | LF | 1 - 500 | 1.63 |
| 401 | | | | 501 – 1,000 | 1.35 |
| 402 | | | | OVER 1,000 | 1.08 |
| 403 | 4" Solid White/Blue/Yellow | 1515-4 | LF | 1 - 500 | 1.35 |
| 404 | | | | 501 – 1,000 | 1.19 |
| 405 | | | | OVER 1,000 | 1.08 |
| **SCHEDULE G: MISCELLANEOUS PAVEMENT STRIPING AND MARKING** | | | | | |
| 406 | Reflectorized Paint (2-Coat) Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, or railroad-grade-crossing marking | 1515-4 | SQFT | 50 – 1,000 | 3.25 |
| 407 | | | | 1,001 – 5,000 | 2.71 |
| 408 | | | | OVER 5,000 | 2.17 |
| 409 | 3" Double White/Blue Solid Reflectorized Paint (2-Coat) Parking Stall Stripe | 1515-4 | LF | 1 – 500 | 1.63 |
| 410 | | | | 501 – 1,000 | 1.35 |
| 411 | | | | OVER 1,000 | 1.08 |
| 412 | 4" Solid White/Blue/Yellow Reflectorized Paint (2-Coat) | 1515-4 | LF | 1 – 500 | 1.35 |
| 413 | | | | 501 – 2,000 | 1.19 |
| 414 | | | | OVER 2,000 | 1.08 |
| 415 | 6" Solid White/Yellow Reflectorized Paint (2-Coat) | 1515-4 | LF | 1 – 500 | 2.17 |
| 416 | | | | 501 – 2,000 | 1.90 |
| 417 | | | | OVER 2,000 | 1.63 |
| 418 | Curb Paint (2-Coat) (Red, Green, Blue, Yellow, Gray, Or White) | 1515-4 | LF | 1 – 500 | 2.71 |
| 419 | | | | 501 – 2,000 | 2.44 |
| 420 | | | | OVER 2,000 | 2.17 |
| 421 | Install Raised Pavement Marker (Retro-reflective) | 1515-4 | EA | 1 - 500 | 5.42 |
| 422 | | | | OVER 500 | 3.25 |
| 423 | Remove Pavement Marker | 1515-4 | EA | 1 - 500 | 1.08 |
| 424 | | | | OVER 500 | 0.87 |
| 425 | Remove Traffic Stripe (Grind) | 1515-4 | LF | 1 – 1,000 | 3.25 |
| 426 | | | | OVER 1,000 | 1.63 |
| 427 | Remove Pavement Marking (Grind) | 1515-4 | SQFT | 1 – 1,000 | 2.71 |
| 428 | | | | OVER 1,000 | 2.17 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 429 | Remove And Dispose Yellow Thermoplastic Pavement Stripe | 1515-4 | LF | 1 – 1,000 | 2.71 |
| 430 | | | | OVER 1,000 | 2.17 |
| 431 | Remove And Dispose Yellow Thermoplastic Pavement Marking | 1515-4 | SQFT | 1 – 1,000 | 2.71 |
| 432 | | | | OVER 1,000 | 2.17 |
| 433 | Install Green Pavement Marking (MMA) | 1515-4 | SQFT | 100 – 500 | 6.50 |
| 434 | | | | 501 – 2,000 | 5.42 |
| 435 | | | | OVER 2,000 | 4.88 |
| 436 | Install Blue RPM | 1515-4 | EA | 1 OR MORE | 8.67 |
| 437 | Install ADA Symbol (ISA) Pavement Marking | 1515-4 | EA | 1 OR MORE | 54.18 |
| **SCHEDULE H: STREET AND TRAFFIC SIGNS, AND TRAFFIC SIGNAL SYSTEM** | | | | | |
| 438 | Adjust Traffic Pull Box To Finished Grade | 1187-4 | EA | 1 OR MORE | 967.00 |
| 439 | Install Traffic Signal Conduit, 3" Dia. PVC Schedule 40 | 1520-23 | LF | 5 OR MORE | 607.00 |
| 440 | Install Type D Inductive Loop Detector | 1520-23 | EA | 1 - 10 | 3,795.00 |
| 441 | | | | 11 - 50 | 596.00 |
| 442 | | | | 51 - 200 | 488.00 |
| 443 | | | | 201 OR MORE | 434.00 |
| 444 | Install Type E Inductive Loop Detector | 1520-23 | EA | 1 - 10 | 3,795.00 |
| 445 | | | | 11 - 50 | 596.00 |
| 446 | | | | 51 – 200 | 490.00 |
| 447 | | | | 201 OR MORE | 435.00 |
| 448 | Relocate Traffic Pull Box | 1525-4 | EA | 1 OR MORE | 41,175.00 |
| 449 | Install #6E Steel Pull Box (Traffic Rated) | 1525-4 | EA | 1 OR MORE | 1,300.00 |
| 450 | Install Or Remove And Replace Street Name Sign Per City Standard Plate 205 | 1530-4 | EA | 1 - 10 | 217.00 |
| 451 | | | | 11 - 50 | 217.00 |
| 452 | | | | 51 – 200 | 212.00 |
| 453 | | | | 201 OR MORE | 201.00 |
| 454 | Install Or Remove And Replace Advance Street Name Sign Per City Standard Plate 206 | 1530-4 | EA | 1 - 10 | 488.00 |
| 455 | | | | 11 - 50 | 461.00 |
| 456 | | | | 51 – 200 | 434.00 |
| 457 | | | | 201 OR MORE | 406.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 458 | Install Or Remove And Replace Overhead Street Name Sign Per City Standard Plate 206 | 1530-4 | EA | 1 - 10 | 2,710.00 |
| 459 | | | | 11 - 50 | 2,710.00 |
| 460 | | | | 51 – 200 | 2,710.00 |
| 461 | | | | 201 OR MORE | 2,710.00 |
| 462 | Install Or Remove And Replace Way Finding Sign Per City Standard Plate 207 | 1530-4 | EA | 1 - 10 | 542.00 |
| 463 | | | | 11 - 50 | 515.00 |
| 464 | | | | 51 – 200 | 490.00 |
| 465 | | | | 201 OR MORE | 461.00 |
| 466 | Install Or Remove And Replace Sign Post Per City Standard Plate 203/204 | 1530-4 | EA | 1 - 10 | 163.00 |
| 467 | | | | 11 - 50 | 160.00 |
| 468 | | | | 51 – 200 | 155.00 |
| 469 | | | | 201 OR MORE | 150.00 |
| 470 | Install Traffic Sign On Existing Post Per City Standard Plate 204 | 1530-4 | EA | 1 OR MORE | 271.00 |
| 471 | Remove, Relocate, Or Re-Install Traffic Sign Per City Standard Plate 204 | 1530-4 | EA | 1 OR MORE | 163.00 |
| 472 | Remove, Relocate Or Reset Sign Post Including All Attachments Per City Standard Plate 203/204 | 1530-4 | EA | 1 OR MORE | 217.00 |
| 473 | Install Object Marker Type K | 1530-4 | EA | 1 OR MORE | 201.00 |
| 474 | Install Object Marker Type L | 1530-4 | EA | 1 OR MORE | 217.00 |
| | | | | DO NOT TOTAL ALL PRICES | |

Note:

1. No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material, and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

2. The ranges of quantities listed in the Bid Sheet are supplied only to give an indication of the general scope of work.

3. Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.2 and 7-3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor,

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

By signing below, Bidder acknowledges that the Evaluation Quantities above are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

**Terms of Extension.**
A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

- Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.
- Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

**The City does not promise or guarantee that Contractor's services will be called upon at any time or at all.**

Bidder acknowledges receipt of all addenda

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | 6/10/2021 | #03 | |
| #02 | | #04 | |

Bidder's Name (Company): Granite Construction Company

Signature: Scott McArthur  Title: Vice President

Print: Scott McArthur  Date: 6/10/2021

Signature:  Title: Assistant Secretary

Print: Kenneth B. Olson  Date: 6/10/2021

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
January 4, 1922
CALIFORNIA

# SPECIAL PROVISIONS

The On-Call Arterial Streets Improvements Project, Specification Number PW 21-88 includes

Appendix: A – Pavement maintenance and rehabilitation details.

Appendix: B – Pavement reconstruction details.

Appendix: C – PCC construction details.

Appendix: D – Miscellaneous details.

Appendix: E – Citywide Street classification data.

## 1000 GENERAL

### 1000-1 LOCATION AND DESCRIPTION OF WORK

The Project consists of furnishing all necessary labor, tools, materials, equipment, work signs, cones and/or traffic control equipment, other incidentals and appurtenant Works necessary to perform and satisfactorily complete improvements on arterial streets, on an as needed basis at various locations throughout the City.

Actual quantities of Work to be performed may vary at the discretion of the Engineer.

The Work to be done hereunder consists primarily of constructing improvements on arterial streets. The Work generally includes resurfacing of asphalt concrete pavement; reconstruction of asphalt and Portland cement concrete pavement, curb & gutters, cross gutters, ADA ramps, curbs, gutters, and sidewalks; installation of micro-surfacing, slurry seal, crushed miscellaneous base; excavation; grading; and concrete and bituminous surface removal. The Work may also include furnishing and placing earth fill; adjusting or reconstructing manhole frames; reconstructing curb drains; reconstructing storm drain connector pipes; traffic striping and marking; traffic signal conduit; street light conduit; and landscaping and irrigation.

If the City awards the Contract, the minimum Contract amount for a given Task Order is not less than $ 1,000,000.00

Expected annual fund allocation for this Project is $5,000,000.00 to $12,000,000.00. However, the City cannot and does not guarantee that the maximum amount of the funds will be utilized.

The Project Manager will issue a Task Order with an approved site specific construction plans, details, anticipated bid items and quantities to the Contractor. Contractor shall respond within ten (10) Working Days of receiving a Task Order with requested information.

Work must begin within fourteen (14) Calendar Days after the Notice to Proceed is issued.

Work ordered prior to the expiration of the Contract period, but not completed by the expiration date of the Contract period, shall be completed with all provisions of the Contract still in force, as long as the work will not cause the Contract to exceed its amount.

All work shall be done in accordance with the Standard Specifications for Public Works Construction and States Standard Specifications as specified herein conforming to applicable sections of these Specifications and Special Provisions in the Contract Documents.

It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of Work.

1000-2 SURVEY CONTROL

The control for the various locations is indicated on the Plans. References are made to the right-of-way line, centerline of street, and existing utility lines.

1000-3 TESTS OF MATERIALS

Unless otherwise specified, all tests shall be performed in accordance with the California Test Methods (CTM). The materials testing laboratory and sampling and testing personnel shall be Caltrans certified.

1000-4 WATER SUPPLY

The City will furnish the Contractor, at cost, a meter and an adequate supply of water for the purpose of backfill compacting, constructing, and testing all of the Work under these Specifications. The Contractor shall, however, have the responsibility for and the cost of, transporting and handling of the water furnished by the City. The location at which the water supply will be made available to the Contractor will be a point, or points, to be designated by the City. A backflow prevention device shall be provided at the Contractor’s expense. Other than for this particular exemption, Section 2-5.2 of the Greenbook shall apply.

1000-5 NOTICE TO AREA RESIDENTS

The Contractor shall notify by color door hanger (in English and Spanish) all residents, businesses, and agencies that will be affected by the Work specified at least four (4) Working Days and again two (2) Working Days in advance of the start of the Work.

The Contractor shall post all streets that are to be worked upon with temporary "No Parking Tow Away" signs at 50-foot intervals at least 24 hours before commencing Work on any street. Signs will be furnished by the Contractor. The Contractor shall indicate the effective times and dates (Month – Day – Year) on the signs in the spaces provided prior to posting for the duration of time required to complete this Work. The Contractor shall remove these signs immediately

when they are no longer needed throughout the Project schedule. Posting of signs are to be for specific Work and detours only, Contract duration signage will not be allowed. The Contractor shall notify the Oxnard Police Traffic Division of such postings to permit verification by them in the event that towing may be necessary to facilitate the Work. The Oxnard School District, the City of Oxnard Environmental Resources Division, and emergency services such as police, fire, etc., shall be notified by the Contractor of the streets scheduled to be worked on at least 48 hours prior to construction to allow them to adjust their schedules, copies of such notifications shall be provided to the City Inspector.

The Contractor shall submit the “Notice To the Area Residents” and “No Parking Tow Away” signs to the Engineer for approval 7 Calendar Days prior to the date of notification.

If the Work is delayed or rescheduled for any reason after placement of the "No Parking Tow Away" signs, the Contractor shall re-date the signs immediately and notify affected agencies, businesses, and residents in a prompt fashion.

Payment for "Notice to Area Residents" and “No Parking Tow Away” signs will be included in the price for “Traffic Control And Public Convenience And Safety” bid item of Work and no additional payment will be made thereof.

1000-6 SUPERVISION AND SUPERINTENDENCE

The representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided.

1000-7 HOURS OF INSPECTORS

Should the Contractor elect at any time or from time to time, and with prior written permission from the Project Manager, to conduct operations on any regular shift more than eight (8) hours in any day or more than forty (40) hours in any week, or on any Saturday, Sunday or holiday and if in the opinion of the Engineer it is necessary for any City Inspector or Inspectors, as a consequence thereof, to work more than eight (8) hours in any day or more than forty (40) hours in any week, or on any Saturday, Sunday or holiday (minimum time 8 hours), the Contractor shall bear the costs to the City of any premium or overtime pay to the inspector or inspectors, as a consequence of such operations.

Premium or overtime pay shall be that portion which is in addition to regular pay on a straight time basis. A statement covering such premium or overtime pay shall be submitted to the Contractor by the City and payment shall be due at the end of the Project during Contract completion. The payment will be deducted from the final Work in place of an invoice or the release of retention by the City.

## 1000-8 CITY OF OXNARD STANDARD PLATES AND DESIGN CRITERIA

The Contractor shall be responsible to obtain the current City of Oxnard Plates and Design Criteria. A free copy of these standards may be obtained from the City website at: https://www.oxnard.org/city-department/development-services/standard-plates-and-design-criteria/.

## 1000-9 GRAFFITI REMOVAL AND PAINTING

Throughout all phases of construction, including weekends, suspensions, and final acceptance, the Contractor shall remove and seal or remove, paint, and seal graffiti locations determined by the Engineer within 24 hours of discovery.

The Contractor shall provide qualified personnel having a working knowledge of removing, painting and sealing graffiti, which shall include but not be limited to power washing, sandblasting, sponge blasting, and repainting and sealing areas which have been defaced with graffiti.

The methods used to remove the graffiti shall not degrade the surface being cleaned. Paint shall be acrylic latex conforming to Federal Standard 595B matching the existing colored surface. Surfaces may include but not be limited to concrete, metal, or masonry, brick, signs, decorative block, sidewalks, or streets, which will require an accepted method of graffiti removal or application of an anti-graffiti coating or sealant.

Locations of graffiti removal may be anywhere on the construction site. Payment for graffiti removal shall be included in the prices bid for the various items of Work involved and no additional payment will be made for this Work.

## 1000-10 REFERENCE TO STANDARDS

Reference to Standard Specifications for Public Works Construction (SSPWC) shall mean the 2018 edition unless otherwise specified in the Special Provisions.

Reference to States Standard Specifications (SSS) and Plans, Manual on Uniform Traffic Control Devices (MUTCD), manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated herein conforming to applicable sections of the General Provisions and Special Provisions.

## 1000-11 DAMAGES AND PRE-EXISTING CONDITIONS

The Contractor shall be responsible for all damages caused by the Contractor's construction operations. The Contractor shall provide all resources required to restore damaged facilities, systems or equipment to their original condition at no additional cost to the City.

The Contractor shall perform a survey of pre-construction conditions in the vicinity of the Contractor's construction activities, utilizing photographs or video recordings, and other means as necessary to document existing damage or conditions. This survey will assist in resolving any damage claims against the City and the Contractor during and after construction.

Provide a copy of the survey to the City before construction begins.

This is a general requirement and will be considered as included in the Mobilization/Demobilization item of Work per Task Order, no additional payment will be made therefor.

1001 MOBILIZATION/ DEMOBILIZATION
(Not a Bid Item)

1001-1 MOBILIZATION - Mobilization shall consist of preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for Work on the Project; and for all other Work and operations which must be performed or costs incurred prior to beginning Work on the various Contract items on the Project site.

1001-2 DEMOBILIZATION - Following completion of all Contract Work, demobilization shall include all activities and costs for transportation and removal of personnel, equipment, and supplies not required or included in the Contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this Contract.

The Contractor shall perform a survey of post-construction conditions in the vicinity of the Contractor's construction activities utilizing photographs or video recordings. Provide a copy of the post-construction survey to the City after the completion of the project.

1001-3 MEASUREMENT AND PAYMENT

Mobilization and demobilization, shall be paid for a lump sum (LS) price per a "Task Order" issued by the Project Manager. The Contractor shall be paid three and a half percent (3.5%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for mobilization and demobilization.

All mobilization and demobilization cost beyond the allocated percentages shown above shall be considered included in the items in which mobilization and demobilization is used.

Payment shall be billed in the same percentage as WIP.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1002 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY
(Not a Bid Item)

Traffic control and public convenience and safety shall be provided by the City Contractor in accordance with Section 1505 of these Special Provisions.

Payment for traffic control, which includes portable changeable message sign, construction signing, and traffic maintenance, shall be made at the lump sum (LS) price per a “Task Order” issued by the Project Manager.

The Contractor shall be paid six percent (6%) the total cost of the Task Order for Arterial Streets, excluding Mobilization/Demobilization, Traffic Control And Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for Traffic Control and Public Convenience and Safety. All traffic control costs beyond the allocated percentage shown above shall be considered included in the items in which traffic control is used.

NOTE: Classification of streets can be found at the Appendix: E of the Special Provisions.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1003 STORM WATER POLLUTION PREVENTION PLAN
(Not a Bid Item)

The City Contractor will provide storm water and erosion control measures as necessary for on-call projects in accordance with Section 1800 of these Special Provisions.

The Contractor shall be paid one half percent (0.5%) of the total cost of Task Order excluding mobilization/demobilization, Traffic Control and Public Convenience and Safety, and Storm Water Pollution Prevention Plan (SWPPP) for the Work of preparing, implementing, inspecting, maintaining and removing the SWPPP on a lump sum (LS) basis per a “Task Order” issued by the Project Manager. All storm water pollution prevention plan cost beyond the allocated percentage shown above shall be considered included in the items in which SWPPP is used.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1004 EXISTING UTILITY FACILITY

1004-1 SCOPE

The Contractor shall protect manhole covers, water valve covers, survey monuments, and grates of existing facilities. If necessary, they will be adjusted to

grade by respective utility companies, unless noted on the plans and bid proposal as part of this Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. On covers needing grade adjustment, the Contractor shall mark the location of all existing covers by scribing a cross in the new surface course. The cross mark shall be clear and legible after final rolling.

Curb markings for referencing the location of existing water valves, manholes and survey monuments shall be limited to 100 square inches at each location. Such markings shall be made with white paint backgrounds with black lettering. Any paint markings not in conformance with the above requirement shall be completely removed by the Contractor prior to completion of the Project.

The location of the existing underground utilities have been located in the field or obtained from the best available records. The Contractor shall assume the sole responsibility for confirming the exact locations of these facilities and protecting same from harm.

Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

1004-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Protect overhead power lines in the vicinity while operating heavy equipment such as a crane, backhoe and so forth.

B. Protect in-place all utilities intersecting the new lines and lateral lines that are in close proximity, especially gas, telephone lines, cable TV, including sewer lateral and water service lines. Protection shall include providing adequate support when necessary of lines crossing above said lines. The Contractor shall bear the entire cost of repairing or replacing any utilities damaged during the progression of the Work.

C. Removal and disposal of existing concrete bulkheads.

D. Protect existing sewer laterals, and if damaged, Contractor shall repair or replace at its own cost.

E. Protect existing water service lines, and if damaged, Contractor shall repair or replace at its own cost.

F. Protect existing trees at the sidewalk and walkway.

G. Protect water meter box, and other utility fixtures.

H. Protect all private utility company's boxes, meters, backflow devices, and other structures.

1004-3 MEASUREMENT AND PAYMENT

Payment for Miscellaneous and Existing Facilities items A thru H shall be included in the prices bid for the various items of Work involved and no additional payment will be made therefor.

1005 CHANGES INITIATED BY THE AGENCY.

1005-1 CONTRACT UNIT PRICES.

1005-1.1 GENERAL.
Greenbook Section 7-3.5.1, which is not incorporated, shall be completely replaced with the following:

The quantities identified in the Bid Worksheet are estimates and will vary by Work site or grouping of work sites for each specific work or purchase order issued. The work site locations will be varied locations throughout the entire City. If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans, Specifications, or Special Provisions the City will adjust the total payment to be made for the item of Work by multiplying the bid item quantity authorized and installed by the Contract Unit Price. Greenbook Sections 7-3.5.2 and 7-3.5.3 do not apply to this Contract.

1005-1.2 INCREASES OF MORE THAN 25%.
Greenbook Section 7-3.5.2 is not incorporated. This subsection is deleted.

1005-1.3 DECREASES OF MORE THAN 25%.
Greenbook Section 7-3.5.3 is not incorporated. This subsection is deleted.

1100 STREET

1101-1102 NOT USED

1103 CLEARING AND GRUBBING

1103-1 SCOPE

Clearing and grubbing shall be performed in accordance with Section 300-1 in the SSPWC and the modifications described herein. Unless otherwise specified, the area shall be cleared of all debris and objectionable materials as called out in the plan and as directed by the Engineer.

1103-2 CONSTRUCTION

Clearing and grubbing shall be performed in accordance with Section 300-1 in the SSPWC and the modifications described herein.

Clearing shall consist of the trimming of trees, removal of brush, weeds, stumps, timber or logs, trash, and other objectionable material and debris.

Grubbing shall consist of the removal of sod, grass, stumps, partially buried logs, above ground roots, vegetation, and other objectionable material on the ground surface.

The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances, and services necessary for the execution and completion of all clearing and grubbing Work described herein as directed by the Engineer.

1103-2.1 CUTTING TREES AND STUMP REMOVAL

Before any tree is cut down, the tree shall be completely "topped" in an accepted manner approved by the Engineer so as to protect all utilities, public and private properties. The Contractor shall be responsible for removing branches, foliage, etc., from the construction site as soon as the tree has been cut. If any curb, sidewalk, wall, street, etc., is damaged during the removal of a tree, the Contractor shall replace the damaged portions at his/her own expense as directed by the Engineer.

Stumps shall be removed to a minimum depth of twelve inches (24") below finished grade. The stumps shall be removed by a "stump router" or any other manner as approved by the Engineer. If the portion of curb and sidewalk is in good condition at the stump and the Contractor removed the stump by other means than a "stump router" and damages the curb and sidewalk, the Contractor shall replace same at his/her own expense. If the Engineer determines that the stump cannot be removed without damaging the curb and/or sidewalk, the City will bear the cost of replacing the curb and sidewalk

1103-3 MEASUREMENT AND PAYMENT

Clearing and grubbing shall be paid for at a square yard (SQYD) price as indicated in the Bid Sheets.

The Contract square yard price paid for clearing and grubbing shall include full compensation for furnishing all labor, tools, equipment, and incidentals for doing all the Work involved in clearing and grubbing, including removal and disposal of the resulting materials off the Work site as shown on the Plans or as directed by the Engineer, and as specified in these Specifications and Special Provisions.

Payment for removal of trees and/or stumps will be made at the Contract unit Price per size of diameter or range of diameter sizes of the trunk. Such payment shall constitute full compensation for furnishing all labor, materials, tools & equipment, and services including backfilling, removal and disposal of the resulting materials off the Work site and all incidentals to complete the Work.

1105 SUB GRADE PREPARATION

1105-1 SCOPE

Sub grade preparation shall be performed in accordance with Section 301-1 in the SSPWC and the modifications described herein.

After excavation to the dimensions directed by the Engineer, the existing sub-grade shall be compacted to 95% relative compaction under concrete repairs and 95% relative compaction under pavement repairs. Sub grade for sub base or base material shall not vary more than 0.05 foot from the specified grade and cross-section.

The following shall be added at the end of the first paragraph of Section 301-1.2 of the SSPWC: “Operation of construction equipment on prepared sub grade shall be kept to a minimum. Only equipment required for completion of the Work shall be operated on the job site (e.g. motor graders, water trucks, steel drum compaction equipment, etc.).”

The first sentence of the second paragraph of Section 301-1.2 of the SSPWC shall be amended to read: "After rough grading has been completed, the roadbed shall be loosened to a depth of at least 12 inches unless directed by the Engineer to loosen the soil to a lesser depth."

The following shall be added to the second paragraph of Section 301-1.2 of the SSPWC after the second sentence: "All weeds and deleterious materials shall be removed from the loosened soil."

The following shall be added to the second paragraph of Section 301-1.3 of the SSPWC: "The term 'firm, hard and unyielding' shall mean that when the heaviest construction and hauling equipment and/or a fully-loaded 2,500 gallon water truck, whichever is heavier, drives over the sub grade, no visual movement or deformation shall occur either before or during the pavement construction."

The following shall be added at the beginning of the first paragraph of Section 301-1.4 of the SSPWC: "The soil shall be shaped to a neat and smooth surface. Where paving is to be placed adjacent to gutters, the sub grade shall be graded so that after the surfacing is placed, the top of the surfacing shall be 3/8 inch above the gutter lip."

## 1105-2 SOIL STERILIZATION

Soil sterilant shall be applied in all areas where cold joints are formed between asphalt; Portland cement concrete; or between asphalt and Portland cement concrete and where asphaltic concrete paving is to be placed directly on base or sub grade materials, including but not necessarily limited to the construction of curb; gutter; sidewalk; driveway; and street and alley paving.

The base or sub grade shall be sterilized after completion of grading and compaction. The sterilant shall be Bare Spot Monobar Chlorate Granular by J. R. Simplot or equal.

## 1105-3 GRADING OF AREAS NOT TO BE PAVED

Roadway areas where “grade only” is called for on the Plans shall be graded to meet tolerances for base subgrade. The surface shall be constructed to a straight grade from the finish pavement or curb elevations shown on the Plans to the elevation of the existing ground at the extremities of the area to be graded.

1105-4 MEASUREMENT AND PAYMENT

Payment for preparing a subgrade will be considered as included in the item of Work for which the subgrade is prepared for, no additional payment will be made therefor.

1106 NOT USED

1110 COLD MILLING/COLD PLANING ASPHALT CONCRETE PAVEMENT

1110-1 SCOPE

Cold milling shall be performed in accordance with Section 404 in the SSPWC.

The existing pavement shall be cold milled as indicated on the drawings. The Work shall include removal of existing pavement to the specified thickness and creating transition wedges at the edges of overlays. Pavement adjacent to existing gutters, median curbs, cross gutters or at the ends of overlays, at equipment crossings and at bridge approaches shall be cold milled as specified herein. Limits of cold milling will be determined by the Engineer prior to construction.

The depths and dimensions of the cold milling and/or cold planning (key cuts) are designated on the Plans. In some cases the required depth or locations designated may include the cold milling of Portland Cement Concrete. Pavement to be cold milled may contain pavement fabric.

Cold planing/key cut asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planing.

All loose pavement fabric left in between pavement after milling shall be removed.

Contractor shall protect in place existing utility covers and their concrete collars while removing the existing asphalt concrete (AC) on top of concrete collar by any means before AC overlay as shown on the Plans.

A temporary wedge patch of cold mix asphalt shall be placed at all transverse keycuts or cold milled areas on the same day they are cold milled to reduce and minimize the abrupt change of pavement profile. The minimum wedge length shall be 5 feet of wedge length for each 1 inch of vertical drop-off or grade differential.

On longitudinal mills where pedestrian or vehicular traffic can be expected such as driveways and handicap access ramps, a temporary wedge patch of cold mix shall also be placed on the same day as the cold milling is performed. All cold patch wedges shall be a minimum of 2 feet wide or wider, if necessary, for the public safety. The Contractor shall maintain the wedges until permanent paving is installed.

All areas which are cold milled shall be finished paved within 14 Calendar Days.

Asphalt paving and/or overlay procedure including asphalt concrete quantities are covered in Section 1150 of these Special Provisions.

The cold wedges shall be installed immediately after cold milling and cleaning of cold milling debris. Traverse cold wedges shall be reviewed daily by Contractor and maintained on daily basis.

If failure to place or maintain cold wedges causes a public hazard, the Engineer shall have the right to correct any location at any time without the Contractor's notification, consent, or agreement. Contractor shall be responsible for all costs incurred by the City to eliminate a public hazard caused by the Contractor's failure to properly maintain the specified cold wedges.

1110-2 EQUIPMENT

The machine used for milling is per Subsection 404-2 of the SSPWC. In addition, the Contractor's attention is directed to Subsection 3-12.2 "Air Pollution Control" of the Standard Specifications.

1110-3 MEASUREMENT AND PAYMENT

Cold milling will be measured along the edge of the adjacent curb, gutter, cross gutter, or pavement, and shall be paid per the Bid Sheets "Cold Mill AC Pavement (2" Max) or (3" Max)" item at the Contract Unit Price per square yard (SQYD) as shown in the bid.

Payment will be made at the unit price per Bid Sheets on the basis of actual measured quantities of cold milling completed in accordance with the Plans and these Special Provisions. Such payment shall be considered full compensation for providing all labor and equipment and performing all Work related to cold milling, including removal of pavement markers/striping/markings, dust control, lowering of manhole/vaults/valve/survey monument covers and disposal of the removed material.

1120 UNCLASSIFIED EXCAVATION

1120-1 SCOPE

Unclassified excavation shall consist of all roadway excavation unless separately designated. This includes excavation of concrete pavement and/or asphalt concrete pavement, aggregate base, cement treated base, and sub grade soils in roadway areas to be constructed or reconstructed and excavation of failed areas to be repaired. Not less than two Working Days prior to beginning removals and excavation, the Contractor shall clearly mark the limits of Work for review and approval by the Engineer. Removal of soft or unstable soils that are encountered underlying proposed concrete pavement and/or asphalt concrete pavement reconstruction areas shall be unclassified excavation. Excavated material shall be disposed of off-site in a legal manner at the Contractor's expense.

If tree roots are present, removal will be performed per Subsection 1142-3 of these Specifications and Special Provisions.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense.

Bituminous pavement and concrete pavement shall be removed to neatly sawed edges with saw cuts to clean straight lines or parallel to the alignment of the roadway.

All excavation related to concrete and/or subgrade removal for the construction of median curb, sidewalk, curb and gutter, ribbon gutters, driveways, and cross gutters and spandrels, ADA ramps, curbs and other bid items that specify removal shall be included in the unit price of those bid items and not a part of unclassified excavation.

Operation of trucks and equipment on excavated sub grade surface shall be kept to a minimum. Excavations shall be performed with a track mounted excavator or track mounted loader unless otherwise directed by the Engineer. Operation of trucks used for hauling unclassified excavated spoils shall be on unexcavated portions of the street and/or alley.

1120-2 UNSUITABLE MATERIAL

In the event that unsuitable material is encountered, it shall be removed and replaced in accordance with these Special Provisions and as directed by the Engineer.

Unsuitable material is defined as material the Engineer determines to be:

A. of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or

B. too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the Work; or

C. otherwise unsuitable for the planned use.

Areas of unsuitable material shall be excavated to the limits designated by the Engineer and replaced as determined by Engineer. The Contractor shall employ excavation means and methods which do not worsen the sub grade condition during construction. The Contractor will not be paid for over-excavation.

1120-3 SUB GRADE PREPARATIONS

After excavation to the dimensions directed by the Engineer, the Contractor shall set string line or stakes at the centerline and edge of each Street and/or alley segment to visually represent completed finished surfaces. The Engineer and the Contractor shall then review the Project and adjustments shall then be made to the design grades as directed by the Engineer. Following approval of grades by

the Engineer, existing sub grade shall be prepared in accordance with Article 1105 “Sub grade Preparation” of these special provisions.

For excavated unsuitable areas, the bottom of the unsuitable excavation shall be rolled with a small static steel wheel roller to create a relatively uniform surface. No compaction or moisture conditioning of soils under unsuitable materials shall be performed.

1120-4 MEASUREMENT AND PAYMENT

Payment for Unclassified Excavation shall be paid per the Bid Sheets, “Unclassified Excavation” item at the Contract Unit Price per cubic yard (CY).

Payment shall include all costs associated with excavation, saw cutting, and disposal of excess material and preparation of the sub grade.

1130 AGGREGATE BASE

1130-1 SCOPE

Aggregate base shall be placed in areas where unsuitable material has been excavated under AC pavement, concrete pavement, and concrete repair areas and where called for by the Plans and these Special Provisions.

1130-2 MATERIAL

Aggregate base shall conform to the ¾” Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

1130-3 CONSTRUCTION

Aggregate base shall be installed in accordance with Section 301-2 “Untreated Base” of the SSPWC and section 1105 Subgrade Preparation of these Special Provisions.

The Contractor shall use care when distributing, shaping, and compacting aggregate base to prevent damage and pumping of sub grade soils. Trucks and loaders may be operated only on previously placed base courses only.

1130-4 MEASUREMENT AND PAYMENT

Aggregate base shall be paid per the Bid Sheets, “Class 2 Aggregate Base” item at the Contract Unit Price per ton (TON).

The Contract Unit Price bid for Furnish And Install Class 2 Aggregate Base shall include full compensation for furnishing all labor, material, tools, traffic control and other safety devices, and equipment necessary to complete the Work including all spreading and grading, shaping, placing, compacting or consolidating, or other Work that is required under this subsection.

## 1142 PREPARATION OF FAILED AREAS
(Not a Bid Item)

### 1142-1 SCOPE

Two principal methods of repairing asphalt pavement:

1. Remove and replace defective pavement with surface or base material. These repairs are called “dig-outs” or “mill and fill” according to the method used. The Work consists of removal of failed area and replacement with hot mix asphaltic concrete and aggregate base, if required.

2. Cover the defective area with thin layer of AC material, to renew the surface, seal the defective area, and stabilize the affected pavement as shown on the Plans or as directed by the Engineer. These repairs are called “overlay patching” or “skin patching”.

### 1142-2 MATERIALS

Asphalt concrete for "dig out and patch" shall be Type III (DGAC-C2 PG 64-10) for lifts less than 2 inches and for the surface course. Base course lifts in excess of 2 inches may be Type III (DGAC-B2 PG 64-10). For skin patching, leveling course, and crackfilling longitudinal cracks, asphalt concrete shall be Type III (DGAC-D2 PG 64-10). Tack coat shall be Grade SS-1h emulsified asphalt.

Aggregate base shall conform to the ¾” Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

### 1142-3 CONSTRUCTION METHOD

Within the areas marked for dig outs, the existing pavement shall be saw cut full depth and removed. If a cold planer is used for excavation, saw cutting is not necessary. The pavement shall be reconstructed with asphalt concrete to the thickness shown on the plans, and compacted as specified in Subsection 302-5.6.2 of the SSPWC. The edges of the existing pavement shall be tacked with an emulsion.

Contractor shall remove existing tree roots adjacent to and under all damaged pavement to a depth of 12 inches below the pavement sub grade. Prior to tree root excavation and removal, the Contractor shall contact the Project Engineer. No Work shall be performed on trees by the Contractor without prior approval from the Project Manager. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired at the Contractor’s expense.

Roots shall be cut by hand (i.e. chain saw, hand pruner, hand saw, axe, etc.) or a root pruner such as, Dosko Model RC 14SP or equal, to the limits of the pavement repairs prior to physically removing the roots. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited. Any damage done to adjacent pavement or other improvements due to the failure to

sever roots at the limits of the pavement repair shall be repaired at the Contractor's expense.

The area where roots have been removed shall be backfilled with pulverized material consisting of crushed asphalt concrete and aggregate base or Class 2 Aggregate Base. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 95% relative compaction.

Soil sterilization shall be performed in accordance with Section 1105-2 of these Special Provisions.

The repaired areas shall conform to the surrounding pavement so that no bumps or dips are evident. Any resulting bumps or dips shall be corrected to the satisfaction of the Engineer or representative.

The maximum area to be considered as a dig-out to remove and replace the failed area is 500 square feet for a single location. Areas over 500 square feet shall be considered as pavement reconstruction.

1142-3.2 SKIN PATCHING

Skin patching or overlay patching is a process in which additional material is added to cover up the distressed area. Typically, a thin layer of hot mix asphalt (HMA) can be applied over segments of pavement that exhibit more surface related distress/distortion.

- The area to be patched is cleaned of debris.
- The entire surface should be tacked. A diluted tack coat emulsion is applied at a rate of approximately 0.1 gal/sq. yd.
- The HMA is laid over the surface and spread using a tow-behind paver or spreader box. The finish surface shall be smooth and leveled. Borders shall be flushed with existing surface.
- The HMA is then initially compacted using a vibratory roller, subsequent compaction with a pneumatic roller and finished with a steel roller.

1142-4 MEASUREMENT AND PAYMENT

Payment for the preparation of failed areas will be included in the items of Work for which the failed area is prepared and no additional payment will be made thereof.

1147 ASPHALT CONCRETE PULVERIZATION AND GRADING

1147-1 SCOPE

The work shall consist of pulverizing the existing asphalt concrete pavement and base to form a crushed base consisting of broken and crushed asphalt concrete and aggregate base. This pulverized material shall then become the base material for the new asphalt concrete pavement. The pulverized base shall be graded as shown on the typical sections.

1147-2 MATERIALS

The recycled aggregate base material shall be uniformly graded and shall comply with the requirements of SSPWC Subsection 200-2.8.3.

The quality characteristics of pulverized roadbed must comply with the requirements shown in Table 200-2.8.4 of SSPWC.

1147-3 CONSTRUCTION

Pulverization, spreading, compacting and grading shall be performed in accordance with SSPWC Subsection 200-2.8.1, Plans and these Special Provisions.

Pulverizing equipment shall comply with SSS Section 30-2.03.

Graded material shall be compacted to 95% relative compaction.

Maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor hot mix asphalt (HMA).

Unsuitable material shall be removed and replaced in accordance with 1120-2 as specified in this Special Provisions or as directed by the Engineer.

1147-4 MEASUREMENT AND PAYMENT

Asphalt concrete pavement pulverization will be measured by the cubic yard of materials pulverized where the thickness is specified or as shown on the plans and shall be paid per the Bid Sheets, “AC Pavement Pulverization” item at the Contract Unit Price per cubic yard (CY).

The Contract Unit Price bid for AC Pavement Pulverization shall include full compensation for furnishing all labor, material, tools, traffic control and other safety devices, and equipment necessary to complete the Work including the pulverizing, initial grading, mixing, compaction, final grading, including removal and disposal of excess pulverized base, and other Work that is required under this subsection.

1149 CEMENT STABILIZED PULVERIZED BASE

1149-1 SCOPE

This work shall consist of pulverizing existing asphalt concrete pavement, base material, and subgrade soil to the depth shown on the Plans, adding Portland cement, mixing, wetting, and compacting the mixed material to the required density. This item applies to natural ground, embankment or existing pavement structure, and shall be constructed as specified herein and in conformity to the typical sections, lines and grades as shown on the plans or as established by the Engineer .

Cement treatment shall not be mixed or placed when the air temperature is below 40 degrees F and falling. Cement application, mixing, and spreading shall be performed in accordance with Section 301-3.2.5.3 of the SSPWC.

1149-2 MATERIALS

Soil shall consist of approved material free from vegetation or other objectionable matter encountered in the existing roadbed and other acceptable material used in the preparation of the roadbed in accordance with this specification and/or in accordance with Section 301-3.2.2 of the SSPWC.

Portland cement shall conform to the provisions of Section 201-8.2.2 of the SSPWC and to the requirements of ASTM Designation C 150.

The Contractor, at his option, may use bulk cement, provided the apparatus for handling, weighing and spreading the cement is approved by the Engineer. Otherwise, cement shall be delivered in original unopened sacks marked with brand, type, and weight.

Water shall be free from substances deleterious to the hardening of the cement treatment and shall meet the requirements of Section 201-1.2.3 of the SSPWC.

The ratio of cement to soil will be based on the recommended range of 7 to 8 percent by weight. The percentage of moisture in the soil, at the time of the cement application shall not exceed the quantity that will permit the uniform and thorough mixture of soil and cement during the dry mixing operations and shall not exceed the specified optimum moisture content for the soil cement mixture, as determined by ASTM Method D558.

1149-3 EQUIPMENT

Equipment necessary for proper construction of the work shall conform to the Section 301-3.4.4 of the SSPWC.

Portland cement treatment for materials in-place may be constructed with any machine or combination of machines and auxiliary equipment that will produce the results as outlined in this specification.

Mixing may be accomplished by a multiple-pass traveling mixing plant or a single-pass traveling mixing plant.

The equipment provided by the Contractor shall be operated by experienced and capable workmen and shall be that necessary to provide a cement treatment meeting the requirements herein specified.

1149-4 CONSTRUCTION

Portland Cement Stabilized Grade shall be performed in accordance with Section 301-3.4 of the SSPWC, Plans and these Special Provisions.

It is the primary requirement of this specification to secure a completed course of treated material containing a uniform Portland cement mixture free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work, to process a sufficient quantity of material to provide full depth as shown on the plans, to use the proper amount of Portland cement, maintain the work and rework the courses as necessary to meet the above requirements.

Pulverization shall be in accordance with Section 301-3.4.6 of the SSPWC.

The sequence of Work for production of Cement Stabilized Pulverized base shall be in accordance with Section 301-3.4.5 of the SSPWC.

Before other construction operations are begun, the subgrade shall be prepared in accordance with Section 301-3.2.4 of the SSPWC.

Portland cement shall be spread uniformly on the soil in accordance with Section 301-3.4.8 of the SSPWC.

The soil-cement shall be uniformly compacted to not less that 95 percent of relative compaction and in accordance with Section 301-3.4.10 of the SSPWC.

At the end of each day's construction, a straight transverse construction joint shall be formed in accordance with Section 301-3.4.11 of the SSPWC.

The Contractor shall be required, within the limits of his contract, to maintain the cement treated course in good condition until the placement of the overlying asphalt concrete base course in accordance with Section 301-3.4.14 of the SSPWC.

1149-5 MEASUREMENT AND PAYMENT

Payment for Portland Cement Stabilized Subgrade shall be paid per the Bid Schedule of Work and Prices, "Portland Cement Stabilized Pulverized Base" item at the Contract Unit Price per cubic yard (CY), or per square yard (SQYD) of finished surface for each thickness specified or shown on the plans.

The Contract Unit Price shall be considered full compensation for furnishing all labor, material, tools and equipment, and all incidentals necessary to complete the work including soil pulverizing, initial grading, mixing, spreading, shaping, compacting, final grading, curing, and including the removal and disposal of excess pulverized base material.

Payment for Portland cement will be made at the Contract Unit Price per ton (TON), the unit price shall include furnishing and spreading. The basis of payment shall be the net weight of Portland cement used to produce the CSPB for the Work.

1150 ASPHALT CONCRETE TYPE III (DGAC PG 64-10)

## 1150-1 SCOPE

Asphalt concrete construction shall be performed in accordance with the Plans, Subsection 302-5 of the SSPWC, and these Special Provisions.

The Work to be performed in accordance with this section includes the furnishing of all materials and the placing of asphalt concrete for roadway pavements and placing of asphalt concrete leveling course for pavement preparation.

The Work consists of furnishing all labor, equipment, materials and performing all required operations to provide a complete item in accordance with the Project Plans and these Specifications.

## 1150-2 MATERIALS

The class of AC aggregate grading shall be Type III (DGAC-B2 PG 64-10) for base courses, Type III (DGAC-C2 PG 64-10) for the surface course, and Type III (DGAC-D2 PG 64-10) for the leveling course and/or skin patching.

The Contractor shall furnish to the Engineer, at least ten (10) Working Days prior to the start of Work, a list of its sources of materials together with a Certification of Compliance, indicating that materials to be incorporated in the Work fulfill the requirements of these Specifications and a job-mix-formula for the asphalt concrete. The Certification of Compliance shall be signed by the material supplier or its representative. It is the intent of these Specifications that materials to be incorporated in the Work must meet the requirements of the Specifications after incorporation in the paved areas shown on the Plans. The Contractor shall be responsible for all costs associated with the required job-mix-formula.

The job-mix-formula shall indicate the percentage passing for each specified sieve size and the percent asphalt to be used for each asphalt concrete mixture to be incorporated on the Project. The job-mix-formula, with allowable tolerance for a single test, shall be used for job control. In no event shall there be less than 2 percent passing the No. 200 sieve. The job-mix-formula shall include test results for stability and compacted unit weight for the designated oil content.

The Engineer shall have the right to obtain samples of all materials to be used in the Work and to test such samples for the purpose of determining compliance with the Specifications. The City reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The City shall also have the right to inspect sources of materials to be used in the Work to determine workmanlike procedures used for the materials supplied.

No prime coat or fog seal shall be required.

Aggregate for asphalt concrete shall conform to Section 203-6.2 of the SSPWC. The air void content shall be 4% (minimum) - 5% (maximum).

## 1150-3 LAYOUT

The Contractor shall lay out and mark the locations of the edges of the paving passes of the surface course and stake finish grade elevations along all pavement edges (e.g. walls) where the finished surface is not controlled by header board or concrete surfaces. Pavement layouts and staking shall be reviewed and approved by the Engineer at least 24 hours prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, and then the through lane shall be hot lapped immediately after the shoulder paving.

For paving which incorporates new quarter points or grade breaks due to key-cuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual quarter point or grade break.

The Contractor shall take sufficient measurements during lay down to assure that the full design asphalt concrete layer depth is provided at each quarter point, grade break, or transition. Failure to provide the design depth at these areas will result in rejection of the Work. Correction of this rejected Work will include milling out the new asphalt concrete from the road edge to the gutter lip and repaving. The minimum length of the milled and corrected area shall be fifty feet.

### 1150-3.1 EXISTING PAVEMENT PREPARATION FOR OVERLAY

Repair pavement failures and perform crack repair in accordance with Section 1142 of these Special Provisions.

Cold milling and/or cold planing (key-cut) is a method used to ensure that the asphalt edges at concrete abutments such as approaches, sidewalk ramps, curbing, gutters, and drainage basins have smooth transitions.

Remove thermoplastic traffic stripes, pavement markings, raised pavement markers, and any loose remains of broken down/destroyed concrete curbs or AC dike/berm prior to overlay.

Existing surfaces to receive hot mix AC must be clean prior to installation, any loose debris and oil spots shall be removed with wire brushes or other methods to avoid bleeding through the new hot mix pavement.

## 1150-4 DISTRIBUTION AND SPREADING

In addition to the requirements of Subsection 302-5.5 of the SSPWC, the following provisions apply:

Asphalt concrete shall be placed with spreading equipment having fully automatic screed and grade sensing controls, which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with these provisions. Unless otherwise approved by the Engineer, ski type devices, with a minimum length of 30 feet, shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along with the length of the ski, is maintained at the sensor point. When placing in conformance with these provisions a joint matching shoe, of adequate size and type to properly sense the grade of the previously placed mat, may be used in the lieu of the 30-foot ski.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during the day's Work, the Contractor may use manual control of the spreading equipment for the remainder of that day, provided the quality of the Work conforms to the requirements of Subsection 302-5 of SSPWC. The paving operations shall be temporarily discontinued and the Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed on another day.

If it is determined by the Engineer that the existing grade and cross slope is too irregular for the automatic controls to provide the quality of Work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of the automatic equipment shall be resumed when the Engineer has determined that it is again practical and so orders.

For full depth asphalt concrete pavement, the base course, if greater than 4 inches in thickness, may be spread with a motor grader. Asphalt concrete shall be laid in course not exceeding 4”. The leveling and surface course shall be placed with a paving machine as described in Subsection 302-5.5 of the SSPWC.

No greater amount of the mixture shall be delivered in any one day that can be properly distributed and rolled during that day.

## 1150-5 ROLLING

The Contractor shall comply with the requirements of Subsection 302-5.6 of the SSPWC.

## 1150-6 SAMPLING

The Engineer may sample the asphalt concrete from the mat behind the paving machine, the delivery truck, windrow, or paving hopper. The Contractor shall facilitate the sampling process.

1150-7 TACK COAT

A Tack Coat of Thermoplastic Polymer Modified No Track Tack shall be applied to the areas to be surfaced in accordance with the following:

General:

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic polymer modified asphalts and thermoplastic resins. The material is applied at 325-425°F with a distributor truck at typical application rates of 0.08-0.15 gal/sy. The exact rate will be determined by surface conditions.

Materials:

Thermoplastic Polymer Modified No Track Tack

The Thermoplastic Polymer Modified No Track Tack shall be a blend of asphalt, elastic polymers and thermoplastic resins. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria.

| Test | Method | Typical Properties | Specification |
|---|---|---|---|
| Softening Point °F | D36 | 165 | 160-180 |
| Penetration @ 77°F 100g, 5sec, Dmm | D-5 | 16 | 10 Minimum |
| Brookfield Viscosity @ 275 °F cPs | D4402 | 975 | 3000 Maximum |
| Brookfield Viscosity @ 350°F cPs | D4402 | 185 | 300 Maximum |

General: Immediately prior to the application of the Thermoplastic Polymer Modified No Track Tack, the surface shall be cleaned in order to insure adequate adhesion of the seal to the pavement.

All vegetation/weeds on pavement surfaces to receive the Tack Coat shall be removed completely. An herbicide shall be applied to all vegetation within the pavement area only a minimum of 7 Calendar Days prior to the tack coat operation, or as recommended by the herbicide manufacturer. The Contractor shall be responsible for following the herbicide manufacturer's directions for proportioning, application rate, safety precautions, personnel protective equipment, and cleanup.

The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 72 hours after application before applying tack coat.

Weather Limitations: The Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F and rising. NO material shall be applied when rain is imminent.

Application: The Thermoplastic Polymer Modified High Performance Seal (TPMHPS) shall be heated slowly between 325-425°F. At no time shall the product be heated above 450°F. The product shall be applied through a distributor truck equipped with a heating unit. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the TPMHPS material within ± 0.05 gallons per square yard tolerance of the specified application rate and give a uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device, and thermometer.

Application Rate: The application rate shall be between 0.08 to 0.15 gallons per square yard. The application rate shall be determined by the prevailing surface conditions and the Engineer. The Contractor shall coordinate the tack spread rate 48 hours prior to construction to calculate the quantity required for the Project.

The Inspector shall approve all surfaces that will require tack coat to assure that they have been properly cleaned and prepared prior to the tack coat application.

Any tack material deposited on concrete surfaces not to be overlaid with asphalt concrete will be removed within five (5) Working Days or the City will cause the Work to be done and any cost incurred shall be deducted from Contract retention monies due.

1150-8 COMPACTION

The third paragraph of Section 302-5.6.2 of the SSPWC shall be deleted and not incorporated. Additionally, the following requirements shall apply:

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall compact the asphalt concrete to an average density of 96.5 percent and a minimum density at any test location of 95.0 percent relative compaction. The compaction shall be computed for each lot, with a maximum lot size of 750 tons. Each street segment of less than 500 tons shall be its own unique lot.

Compaction shall be determined using a nuclear gauge in accordance with CTM 375. A minimum of 10 test locations shall be taken for each 750-ton lot. Smaller lots shall be tested at the rate of one test per 50 tons with a minimum of three tests for any lot. If compaction fails by nuclear methods, then core density/nuclear gauge correlation (CTM 308) and/or core densities (CTM 308, Method A) shall be used to establish compaction.

When core density is used to determine compaction, cores that meet or exceed the minimum specified density of 95.0 percent and/lots that meet or exceed the 96.5 percent average compaction requirement shall be paid for by the City. Failing cores (either individual or entire lots) shall be paid for by the Contractor. If

the core density testing produces both passing and failing cores, the cost will be prorated between the City and Contractor.

Compaction failing to meet the above criteria shall be subject to the following payment reductions and the payment shall apply to each 750-ton lot:

| Compaction Range | Payment Percentage |
|---|---|
| 96.5% and above | 100% |
| 95.5% to 96.49% | 95% |
| 94.5% to 95.49% | 90% |
| 93.5% to 94.49% | 80% |
| 93.49% and below | Remove and Replace |

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of asphalt concrete shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

After compaction, the surface texture of all handwork areas shall match the surface texture of the machine placed mat. Any course or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of asphalt concrete placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

1150-9 COMPACTION AT BRIDGE STRUCTURES AND “SENSITIVE LOCATIONS”

Vibratory rollers cannot usually be used to compact asphalt on bridges and “sensitive locations”, including residential neighborhoods with underlying CIP/ACP waterline structures, due to the potential for vibration damage to the bridge and underlying waterline structures.

The City has required the Contractor to utilize oscillatory roller on areas identified by the Engineer as shown on the Plans.

1150-10 MEASUREMENT AND PAYMENT

Asphalt concrete, complete and in place, shall be paid per Bid Sheets. The Asphalt Concrete, Type III (DGAC-C2/ B2/D2 PG 64-10) item shall be paid at the Contract Unit Price per ton (TON) as shown in the Bid.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the Work including removal of traffic stripes/markings, removal of raised pavement markers, application of tack coat, distribution and spreading, rolling and compaction.

1151 ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM)

1151-1 CONSTRUCTION MATERIALS

ARAM resurfacing material shall comply with the requirements set forth in 203-12 of the SSPWC.

The Contractor shall maintain a bending worksheet and a receivable sheet for all asphalt rubber material. Copies of both sheets may be obtained from the Engineer.

Screenings shall conform to the grading requirements shown below:

**Greenbook 2012 TABLE 203-12.2.2 (A): SCREENINGS**

| Sieve Size | Percentage Passing | | |
|---|---|---|---|
| | **Coarse 1/2" (12.5mm)** | **Medium 3/8" (9.5mm)** | **Fine 3/8" (9.5mm)** |
| 3/4" (19.0mm) | 100 | 100 | -- |
| 1/2" (12.5mm) | 90–100 | 95–100 | 100 |
| 3/8" (9.5mm) | 50–80 | 70–85 | 85–100 |
| No. 4 (4.75mm) | 0–15 | 0–15 | 5–20 |
| No. 8 (2.36mm) | 0–5 | 0–5 | -- |
| No. 200 (75um) | 0–1 | 0–1 | 0–1 |

Screenings shall be "Medium" when used as ARAM Interlayer.
Screenings shall be "Fine" when used for ARAM Cape seal.

1151-2 CONSTRUCTION METHOD

ARAM resurfacing shall comply with the requirements set forth in 302-10 of the SSPWC, Plans and these Special Provisions.

All vegetation on pavement surfaces to receive the ARAM layer shall be removed completely. An herbicide shall be applied to all vegetation within the pavement area only a minimum of 7 Calendar Days prior to the ARAM operation, or as recommended by the herbicide manufacturer. The Contractor shall be responsible for following the herbicide manufacturer's directions for proportioning, application rate, safety precautions, personnel protective equipment, and cleanup.

The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 72 hours after application before sealing the cracks.

Removal of thermoplastic stripes and markings shall be done in a manner not to scar the asphalt surface more than ¼ inch in depth, if any pavement damage is caused when removing thermoplastic or raised pavement markings, it shall be the Contractor's responsibility to mill and fill these areas with a 0.17' C2 PG64-10 level with the surrounding pavement, at the Contractor's expense, prior to the ARAM being applied. The Engineer shall mark out the locations and size of all damaged areas prior to the repair being made.

All surface oil and grease shall be removed, or sealed with emulsified gilsonite or an approved equivalent, prior to application of the ARAM layer.

All cracks larger than ½" in width shall be cleaned and hot patched with asphalt concrete. Pavement damage not suited to receive cape seal shall be removed to a minimum depth of 2", cleaned, and hot patched to the design elevation, compacted to standard specification prior to the start of the cape sealing operation.

Contractor shall adhere to Subsection 302-10.4 "Public Convenience and Traffic Control" of the Standard Specifications before opening the Street to traffic. Any damage done to the pavement prior to turnover to the City shall be repaired at the Contractor's expense.

1151-3 QUALITY CONTROL

The Contractor is responsible for the quality control (QC) on the Project. Items which need to be carefully controlled include the following:

- AR Binder – The binder viscosity needs to be evaluated periodically for specification compliance.
- Aggregate. The aggregate needs to be evaluated periodically for specification compliance.
- Application Rates – Both the asphalt and aggregate application rates need to be checked daily to ensure they are within specification.

**The Contractor shall furnish to the Engineer at the time of delivery to the Work site, a Certificate of Compliance showing aggregate gradation in conformance with Greenbook screenings signed by central mixing plant sieve analysis QC, per each truckload of ARAM.**

Failure of the Contractor to provide a mixing plant sieve analysis QC certificate to the Engineer by the end of the day on which the ARAM represented by such certificate was delivered to the Work site may, at the discretion of the Engineer, result in forfeiture of payment.

The City shall have the right to obtain samples at the point of delivery and/or at the point of manufacture of all materials to be used in the Work and to test such samples for the purpose of determining specifications compliance.

The City shall also have the right to inspect sources of materials to be used in the Work to determine workmanlike procedures used for the materials supplied.

1151-4 MEASUREMENT AND PAYMENT

ARAM, complete in place, shall be paid per the Bid Sheets' Asphalt Rubber Aggregate Membrane (ARAM) item at the Contract Unit Price per square yard (SQYD), as shown in the Bid.

Unless otherwise specified, such price shall include full compensation for pavement preparation including removal of all traffic stripping and pavement

markers, application of herbicide and removal of vegetation; furnishing and placing materials required, including rock dust blotter, and for all labor, equipment, sweeping tools, and incidentals needed to complete the Work in place.

## 1152 ASPHALT RUBBER HOT MIX (ARHM-GG-C PG 64-16)

### 1152-1 SCOPE

ARHM construction shall be performed in accordance with the Plans, Subsection 302-9 of the SSPWC, and these Special Provisions.

The Work to be performed in accordance with this section includes the furnishing of all materials and the placing of asphalt rubber hot mix for roadway pavements.

The Work consists of furnishing all labor, equipment, materials and performing all required operations to provide a complete item in accordance with the Project Plans and these Specifications, including the removal of failed area (dig out) as shown on the Plans per Section 1142 of these Special Provisions.

### 1152-1.1 EXISTING PAVEMENT PREPARATION FOR OVERLAY

Repair pavement failures and perform crack repair in accordance with Section 1142 of these Special Provisions.

Cold milling and/or cold planing (key cut) is a method used to ensure that the asphalt edges at concrete abutments such as approaches, sidewalk ramps, curbing, gutters, and drainage basins have smooth transitions.

Remove thermoplastic traffic stripes, pavement markings, and raised pavement markers prior to overlay.

Existing surfaces to receive hot mix AC must be clean prior to installation, any loose debris and oil spots shall be removed with wire brushes or other methods to avoid bleeding through the new hot mix pavement.

### 1152-2 MATERIALS

Material shall be per SSPWC Subsection 203-11, Asphalt Rubber Hot Mix (ARHM) Wet Process.

### 1152-3 MIXING ASPHALT AND CRM

The first two sentences of the third paragraph of Section 203-11.4 of the Standard Specifications shall be amended to read: "The proportions of the materials, by total weight of asphalt-rubber binder, shall be 79 percent $\pm$ 1 percent combined paving asphalt and asphalt modifier, and 21 percent $\pm$ 1 percent CRM. However, the minimum amount of CRM shall not be less than 20 percent. Lower values shall not be rounded up."

### 1152-4 DISTRIBUTION AND SPREADING

The Contractor shall comply with the requirements of Subsection 302-9.3 of the Standard Specifications.

1152-5 ROLLING

The Contractor shall comply with the requirements of Subsection 302-9.4 of the Standard Specifications.

1152-6 SAMPLING

The Engineer may sample the asphalt concrete from the mat behind the paving machine, the delivery truck, windrow, or paving hopper. The Contractor shall facilitate the sampling process.

1152-7 TACK COAT

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic polymer modified asphalts and thermoplastic resins. The material is usually applied at 325-425°F with a distributor truck at typical application rates of 0.08-0.15 gal/sy. The exact rate will be determined by surface conditions.

The Thermoplastic Polymer Modified No Track Tack shall be a blend of asphalt, elastic polymers and thermoplastic resins. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

| Test | Method | Typical Properties | Specification |
|---|---|---|---|
| Softening Point °F | D36 | 165 | 160-180 |
| Penetration @ 77°F 100g, 5sec, Dmm | D-5 | 16 | 10 Minimum |
| Brookfield Viscosity @ 275 °F cPs | D4402 | 975 | 3000 Maximum |
| Brookfield Viscosity @ 350°F cPs | D4402 | 185 | 300 Maximum |

A Tack Coat of Thermoplastic Polymer Modified No Track Tack shall be applied to the areas to be surfaced in accordance with the following:

Before application of the Thermoplastic Polymer Modified No Track Tack, the surface shall be cleaned in order to insure adequate adhesion of the seal to the pavement.

All vegetation/weeds on pavement surfaces to receive the Tack Coat shall be removed completely. An herbicide shall be applied to all vegetation within the pavement area only a minimum of 7 Working Days prior to the Tack Coat operation, or as recommended by the herbicide manufacturer. The Contractor shall follow the herbicide manufacturer's directions for proportioning, application rate, safety precautions, personnel protective equipment, and cleanup.

The City Inspector shall approve all surfaces that will require tack coat to assure that they have been properly cleaned and prepared prior to the tack coat application.

The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 72 hours after application before applying tack coat.

Weather Limitations: The Thermoplastic Polymer Modified No track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F and rising. NO material shall be applied when rain is imminent.

Application: The Thermoplastic Polymer Modified High Performance Seal shall be heated slowly between 325-425°F. At no time shall the product be heated above 450°F. The product shall be applied through a distributor truck equipped with a heating unit. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the TPHPS material within ± 0.05 gallons per square yard tolerance of the specified application rate and give a uniform covering of the surface to be treated. The Contractor shall also include a tachometer, pressure gauge, and volume measuring device, and thermometer.

Application Rate: The application rate shall be between 0.08 to 0.15 gallons per square yard. The application rate shall be determined by the prevailing surface conditions and the Engineer. The Contractor shall coordinate the tack spread rate 48 hours prior to construction to calculate the quantity required for the Project.

Any tack material deposited on concrete surfaces not to be overlaid with asphalt concrete will be removed within five (5) Working Days, or the City will cause the Work to be done and any cost incurred shall be deducted from Contract retention monies due.

## 1152-8 COMPACTION

The third paragraph of Section 302-5.6.2 of the Standard Specifications shall be deleted and not incorporated. The following requirements shall apply:

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall compact the asphalt concrete to an average density of 96.5 percent and a minimum density at any test location of 95.0% relative compaction. The compaction shall be computed for each lot, with a maximum lot size of 750 tons. Each street segment of less than 500 tons shall be its own unique lot.

Compaction shall be determined using a nuclear gauge in accordance with CTM 375. A minimum of 10 test locations shall be taken for each 750-ton lot. Smaller lots shall be tested at the rate of one test per 50 tons with a minimum of three tests for any lot. If compaction fails by nuclear methods, then core density/nuclear gauge correlation (CTM 308) and/or core densities (CTM 308, Method A) shall be used to establish compaction.

When core density is used to determine compaction, cores that meet or exceed the minimum specified density of 95.0 percent and/lots that meet or exceed the 96.5 percent average compaction requirement shall be paid for by the owner. Failing cores (either individual or entire lots) shall be paid for by the Contractor. If the core density testing produces both passing and failing cores, the cost will be prorated between the City and Contractor.

Compaction failing to meet the above criteria shall be subject to the following payment reductions and the payment shall apply to each 750-ton lot:

| Compaction Range | Payment Percentage |
|---|---|
| 96.5% and above | 100% |
| 95.5% to 96.49% | 95% |
| 94.5% to 95.49% | 90% |
| 93.5% to 94.49% | 80% |
| 93.49% and below | Remove and Replace |

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of asphalt concrete shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Contractor shall make available hand torches for rework of areas that have cooled.

After compaction, the surface texture of all handwork areas shall match the surface texture of the machine placed mat. Any course or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of asphalt concrete placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

1152-9 COMPACTION AT BRIDGE STRUCTURES AND “SENSITIVE LOCATIONS”

Vibratory rollers cannot usually be used to compact asphalt on bridges and “sensitive locations”, including residential neighborhoods with underlying CIP/ACP waterline structures, due to the potential for vibration damage to the bridge and underlying waterline structures.

The City has required the Contractor to utilize oscillatory roller on areas identified by the Engineer as shown on the Plans.

1152-10 MEASUREMENT AND PAYMENT

ARHM, complete and in place, shall be paid per Bid Sheets, “Asphalt Rubber Hot Mix (ARHM-GG-C/D PG 64-16)” item at the Contract Unit Price per ton (TON), as shown in the bid.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the Work in place including removal

of pavement traffic stripes & markings, removal of raised pavement markers, application of tack coat, and compaction.

1155 CRACK SEAL

1155-1 SCOPE

The scope of the Work shall consist of cleaning and sealing asphalt concrete and/or portland cement concrete pavement cracks 1/8" wide (two nickels) up to 1 inch wide and filling random cracks larger than 1 inch and sealing in preparation for slurry seal and/or cape seal as directed by the Engineer.

This Work shall include the proper cleaning of all cracks to be sealed and furnishing and install crack sealer in accordance with these specifications.

1155-2 MATERIALS

The crack sealant material shall be hot melt crack joint sealant by Deery 180 or Deery 200 or equal for crack less than 1 inch and cracks larger than 1 inch shall be filled with hot mixed asphalt concrete D2 (PG 64-10) and sealed with hot melt crack sealant as designated.

The herbicide shall be a combination of glyphosate and oryzaline combined in accordance with the manufacturer's recommendations.

The crack filler material shall be hot mixed asphalt concrete D2 (PG 64-10) for crack larger than 1 inch. See appendix: A for crack fill and seal detail.

Tack coat shall be Grade SS-1h emulsified asphalt.

Herbicide for use in treating weeds and plants shall be a combination of glyphosate and oryzaline combined in accordance with the manufacturer's recommendations.

**The Contractor shall submit a manufacture's certificate of material compliance and material specification to the City Engineer for approval.**

1155-3 CONSTRUCTION

Placement method shall be **Flush Fill Method**. In the flush fill method, fill material is forced into an existing crack. Once filled, the crack is struck off flush with the pavement.

Contractor must route 1/8 inch to ½ inch cracks to a uniform width of ½ inch and uniform depth of ½ inch on asphalt concrete pavement. No routing needed on PCC pavement. Contractor must clean all cracks and fill them with hot melt crack joint sealant for crack less than 1 inch. Contractor must fill cracks larger than 1 inch with hot mixed asphalt concrete D2 (PG 64-10) and seal them with hot melt crack sealant as designated.

Crack sealing is the placement of materials into pavement cracks. Crack sealing requires thorough crack preparation and requires the use of specialized high quality materials placed either into or above pavement cracks to prevent the

intrusion of water and incompressible materials. Contractor shall apply sand cover to hot melt as needed to prevent tracking.

Contractor shall treat all cracks with herbicide. The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 7 Calendar Days after application before removing all dead weeds and plants. Prior to sealing cracks, Contractor shall remove all plant material, dead weeds, loose pavement material and debris from all cracks to be sealed.

Contractor shall treat weeds and vegetation located in the joint between the gutter concrete and asphalt and in the curb and gutter joints within the construction area with herbicide. After 7 Calendar Days the dead and treated vegetation in these areas shall be removed.

Immediately prior to placing the seal, Contractor shall clean the cracks with high pressure air jets to remove all residue and foreign material. High-pressure airblasting equipment must be able to provide a minimum blast pressure of 100 psi and a blast flow of 148 cfm. Contractor shall ensure the crack is free of moisture, dust, loose aggregate, and other contaminants.

Contractor shall fill cracks with hot melt crack joint sealant as designated in Section 1155-2. Contractor shall apply the sealant in the crack uniformly from bottom to top and shall fill them without formation of entrapped air or voids. Contractor shall use the sealant in accordance with the manufacturer's installation requirements.

Contractor shall fill cracks larger than 1 inch with hot mixed asphalt concrete D2 (PG 64-10) and seal them with hot melt crack sealant as designated in section 1152-2.

Many cracks in asphalt or PCC pavement have weakened or spalled surfaces on the sides. Fills the crack completely but leave no material on the surface of the crack. Application shall performed with a nozzle tip or 3" sealing disk or V-shaped squeegee as required to complete the work to struck off flush with the pavement. Contractor shall apply sand cover to hot melt as needed to prevent tracking.

When needed to remove dirt, dust or other debris from the cracks, the Contractor shall provide and operate gasoline powered sweepers or a self-propelled sweeper specifically designed for highway cleaning.

Contractor shall construct the melting kettle as a double-lined boiler with voids between inner and outer shells filled with oil or other material used to evenly transfer heat. Contractor shall ensure the heat transfer material has a flashpoint of not less than 600 degrees F. Contractor shall provide positive temperature control and powered mechanical agitation. Direct heating shall not be used. Contractor shall maintain the temperature of the sealing compound within the range specified by the manufacturer for the material being applied. Contractor shall equip the kettle with thermostatic control calibrated between 200 degrees F. and 500 degrees F. Contractor may accomplish the agitation by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. Contractor shall maintain equipment

used in the performance of the Work required by this of the Specification shall be maintained in a satisfactory working condition at all times. Any excessive leakage or spilled sealant from the equipment will result in the Work being stopped until the Contractor is able to correct the problem. Contractor shall immediately remove and discard any spilled sealant by approved methods at the expense of the Contractor.

Contractor shall use a **Pressure Fed Melter Applicator** for all crack seal Work under this Contract. Smaller equipment similar to mini melter or pour pot shall not be approved for this Project. Contractor shall apply sealant with a swivel applicator to ensure even contact with the road surface. As an alternative, Contractor may use a wand applicator. Squeegees shall be of a flexible rubber type, in the shape of a "vee" (V) capable of contacting heated materials up to 450 degrees F without damage to itself or the sealant material.

1155-4 MEASUREMENT AND PAYMENT

Crack Seal, complete and in place, shall be paid per Bid Sheets, "Crack Seal" item at the Contract Unit Price per pound (LB), as shown in the bid.

Such payment shall be considered full compensation for furnishing asphalt rubber crack sealant, filler asphalt D2 (PG 64-10), all labor, tools, equipment and incidentals and for doing all the Work involved in removing vegetation and constructing the crack filling complete in place as specified in these Special Provisions.

Measurement shall be <u>by the pounds</u> and shall be the actual pounds of sealer satisfactorily applied to the pavement. **<u>Contractor shall furnish the City with a record chart indicating the quantities of sealant applied, in a daily basis checked and signed by the City Inspector</u>** to assure accurate measurements for calculating payment quantities, the payment quantity shall be the applied quantity used in the Work.

1160 SLURRY SEAL (TYPE II)
Reclaimed Asphalt Pavement Slurry Seal (RAP)

1160-1 SCOPE

Contractor shall mix asphaltic emulsion, aggregate, retardant, and water and spread the resulting mixture on the pavement as indicated. See appendix: A for slurry seal detail.

The scope of the Work shall consist of filling random cracks for ¼ inch and larger in preparation for placement of slurry seal or as directed by the Engineer.

Contractor shall obliterate or remove all conflicting traffic stripes and markings, reflective markers & delineators before the slurry seal is applied. Contractor shall remove the thermoplastic stripes and markings in a manner not to scar the asphalt surface more than ¼ inch in depth, if any pavement damage is caused when removing thermoplastic or raised pavement markings, it shall be the Contractor's responsibility to mill and fill these areas with a 0.17' C2 PG64-10 level with the surrounding pavement, at the Contractor's expense, prior to the

slurry seal being applied. The City Engineer shall mark out the locations and size of all damaged areas prior to the repair being made.

Contractor will ensure the completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

Contractor will remove all surface oil and grease or seal it with emulsified gilsonite or an approved equivalent, prior to application of the slurry seal.

Contractor will completely remove all vegetation on pavement surfaces to be slurry sealed. Contractor shall apply an herbicide at least 72 hours before the removal of all vegetation from the pavement. The herbicide shall be a combination of glyphosate and oryzaline combined in accordance with the manufacturer's recommendations. Contractor will apply the herbicide a minimum of ten Calendar Days in advance of the slurry seal or as required by the Engineer.

Contractor must apply the herbicide according to the manufacturer's directions by a licensed applicator. Contractor must allow at least 72 hours after application before sealing the cracks.

1160-2 MATERIALS

Contractor shall ensure the ingredients of the slurry mixture conform to the following:

Bituminous Material: Shall be cationic quickset emulsified asphalt-type PMCQS-1h or equivalent, meeting the following requirements:

| **Emulsion Properties** | **ASTM** | **Limits** |
|---|---|---|
| Viscosity @ 77 deg. F., Saybolt Furol | D-244 | 20-100 sec. |
| Residue by distillation | D-244 | 57% min. |
| Sieve test, retained on 20 mesh | D-244 | 0.10% max. |
| Particle charge, electroplate | | Positive |

| **Residue Properties** | **ASTM** | **Limits** |
|---|---|---|
| Penetration @ 77 deg. F. | D-5 | 40- 90 sec. |
| Solubility in Trichlorethylene | D-2042 | 97.5% min. |

| | | |
|---|---|---|
| Ductility @ 77 deg. F. | D-113 | 40 cm min. |
| Torsional Recovery, %, min. | CA332 | 18 – 22 |

The asphaltic emulsion shall have 3% latex additive by weight.

At the time of delivery of each shipment of asphalt, the vendor supplying the material will deliver to the purchaser certified copies of the test report. The test report must indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase number, and results of the specified tests. The test report signed by an authorized representative of the vendor shall certify that the product delivered conforms to the specifications of the type and grade indicated. The certified test reports and the testing required in connection with the reports shall be at no cost to the City. Until the certified test reports and samples of the materials have been checked by the Engineer to determine conformity with the prescribed requirements, the material to which the report is related and any Work in which it may have been incorporated as an integral component will be only tentatively accepted by the City. Final acceptance will be dependent upon the determination of the Inspector that the material involved fulfills the prescribed requirements.

The retardant shall be of a type that will prevent slurry mix from setting up prematurely in the spreader box and will ensure the applied slurry mix can support vehicular traffic within 60 minutes after the last application. A retardant, when used, shall be in liquid form when added to the slurry mix in the mixing chamber of the continuous mixer. Any proposed retardant and proportioning system shall be subject to evaluation and approval by the Engineer as a formal Submittal.

RAP Aggregate shall consist of sound, durable milled and/or crushed reclaimed pavement. The material shall be free from vegetable matter, loop wires, paving fabric, crushed concrete, brick and other deleterious substances. When tested in accordance with ASTM C136 and ASTM C117, the percentage composition by weight of the RAP shall conform to the following grading:

TABLE 1, RAP GRADATION OF AGGREGATES

| Sieve Size | Percent Passing 1 | **Percent Passing 2** |
|---|---|---|
| 3/8" (9.5 mm) | **100** | 100 |
| No. 4 (4.75 mm) | **95 - 100** | 95 - 100 |
| No. 8 (2.36 mm) | **65 - 85** | 70 - 90 |
| No. 16 (1.18 mm) | **35 - 60** | 50 – 75 |
| No. 30 (600 um) | **18 - 38** | 35 – 55 |
| No. 50 (330 um) | **8 - 25** | 22 – 40 |
| No. 100 (150 um) | **5 - 20** | 13 – 38 |
| No. 200 (75 um) | **2 - 12** | 10 - 20 |
| Residual Asphalt Content | | 6.5 Min.(based on dry aggregate weight) |
| **1. On unextracted RAP** | 2. On extracted RAP | 3. Determined by Binder Ignition ASTM 6307 |

The aggregate, as finally selected, shall have a gradation within the limits designated in Table 1 and shall not vary from the low limit on one sieve to the high-limit on one sieve to the high-limit on the adjacent sieve and vice versa.

Water from any domestic supply will be satisfactory. All necessary permits and fire hydrant meters for using water supplies along the Project route shall be obtained by the Contractor from City Hall prior to any water use.

Sufficient water must be used to obtain a mix consistency that is smooth and homogeneous and does not segregate on standing or before the slurry seal is placed on the pavement.

1160-3 SLURRY MIXING EQUIPMENT AND OPERATION

In order that an accurate measurement may be made of the amount of aggregate used for each load, a weighing device shall be on site and in operating condition. Each machine shall have a spray bar attached to enable the fogging of the pavement surface with water.

The Contractor shall apply the slurry using a minimum of two continuous mixers: one mixer to be applying slurry, while the other machine is in transit to and from the batch site. The Contractor shall provide a coordinator, at least one competent quickset mixing man, one driver for the mixer applying the slurry, and one shuttle driver for the machine en route to reload. The Contractor shall also provide sufficient laborers for any handwork and cleanup required to ensure proper progress of Work.

Transit mix trucks shall not be used.

1160-4 APPLICATION

This Work shall consist of mixing asphaltic emulsion, aggregate, retardant, and water, spreading the mixture on the pavement, and compacting with a pneumatic roller at an appropriate time before opening to traffic. The rate of application shall be per Subsection 302-4.3 of the SSPWC.

Immediately prior to the slurry sealing operation, the Contractor shall sweep the entire surface with vacuum-assisted power brooms. The Inspector shall approve all surfaces for cleanliness and dryness to assure that they have been properly cleaned and prepared prior to the slurry seal application operation begins.

The surface may be pre-wetted by fogging ahead of the slurry box if required by local conditions as determined by the Engineer. Water used in pre-wetting the surface shall be applied at such a rate that the entire surface is damp with no ponding of water.

Protection and maintenance of the street surface to the condition required for proper slurry application shall be the sole responsibility of the Contractor, and no additional expense will be allowed therefor. The Contractor shall, at the direction of the Inspector and Engineer, repair and reseal all areas of the streets that have not been sealed properly and completely or have been damaged by traffic.

Manholes, valve boxes, and inlets shall be covered and/or protected with an approved material during the operation and shall be removed immediately after the street has been slurry sealed. The Contractor is responsible for locating all exposed manholes and valve boxes prior to construction.

The Contractor shall exercise care to prevent slurry from being deposited on concrete surfaces. The Contractor shall remove slurry from surfaces not designated to be sealed each day. No additional streets shall be slurry sealed until this cleanup has been performed. The method of slurry removal shall be approved by the Inspector. All streets to be slurry sealed shall be sealed from edge of pavement to edge of pavement. Spreaders to be used for this operation shall meet the approval of the Engineer.

The sites for stockpiling and batching materials shall be clean and free from objectionable materials and shall be located outside the street right-of-way. Arrangements for these sites shall be the responsibility of the Contractor. If any Work or staging is done on private property, a written agreement shall be approved by the Planning Department prior to commencing operations.

Requests for changes in the schedule must be submitted to the Engineer for approval at least 48 hours prior to sealing the streets affected.

Contractor shall tie off survey monuments, manholes, water valves, and so forth prior to application of the slurry seal. The Contractor shall take precautions to remove any slurry that may cover these appurtenances.

1160-5 MEASUREMENT AND PAYMENT

Emulsion – Aggregate Slurry (ESA) Seal, complete and in place, shall be paid per Bid Sheets, “Slurry Seal Type II (RAP)” item at the Contract Unit Price per square yard (SQYD), as shown in the bid.

Such payment shall be considered full compensation for furnishing emulsions, aggregate, retardant, water (including water for dampening pavement), removal of all traffic stripping and pavement markers, all labor, tools, equipment and incidentals and for doing all the Work involved in constructing the slurry seal complete in place as shown on the Plans and as specified in these Special Provisions.

1163 MICRO-SURFACING

1163-1 SCOPE

Micro-surfacing shall consist of mixing a polymer modified, emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Engineer. Micro surfacing should be capable of performing in variable thickness cross-sections such as ruts, scratch courses and milled surfaces. The provisions of Section 37, “Bituminous Seals," of the SSS shall apply in their entirety except as modified as modified or supplemented herein.

See appendix: A for microsurfacing detail.

The Contractor shall ensure that the street scheduled for micro surfacing is open to traffic within 60 minutes of placing micro surfacing. Liquidated damages of $200 per 10-minute increment shall be applied for failure to meet the 60-minute requirement.

1163-2 SUBMITTALS

The Contractor shall submit the following items:

1. Test reports for Emulsified Asphalt
2. Gradation and Test reports for aggregate
3. Concrete mix design

1163-3 MATERIALS

A. Emulsified Asphalt

1. General

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

2. Quality Tests

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 or ASTM D 2397 for CQS-1h, with the following exceptions:

| TEST | TEST METHOD | | SPECIFICATION |
|---|---|---|---|
| | AASHTO | ASTM | |
| Settlement and Storage Stability of Emulsified Asphalts, 24-h | T 59 | D 6930 | 1% Maximum |
| Distillation of Emulsified Asphalt[1] | T 59 | D 6997 | 62% Minimum |
| Tests on Emulsified Asphalt Residue | | | |
| Softening Point of bitumen (Ring-and-Ball Apparatus) | T 53 | D 36 | 135°F (57°C) Minimum |
| Penetration of Bituminous Materials at 77°F (25°C) | T 49 | D 5 | 5 40-90[2] |

[1] The temperature for this test should be held at 350°F (177°C) for 20 minutes.
[2] The climatic conditions should be considered when establishing this range. The solubility test, if required, should be evaluated on the base asphalt.
Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that he emulsion meets specification.

B. Aggregate

1. General

The mineral aggregate used shall be the type specified for the particular application requirements of the micro surfacing. The aggregate shall be consisting of 100% crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used.

All surface mixes (Surface Course) shall be constructed using a Type II gradation (Black Rock).

Rut filling mixes (Bottom Surface) shall be constructed using Type III gradation.

2. Quality Tests

The aggregate should meet agency specified polishing values and these minimum requirements:

| TEST | TEST METHOD ASTM | SPECIFICATION |
|---|---|---|
| Sand Equivalent Value of Soils and Fine Aggregate | D 2419 | 65 Minimum |
| Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate | C 88 | 15% Maximum w/NA2SO4<br>25% Maximum w/MgSO4 |
| Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1] | C 131 | 30% Maximum |

[1]The abrasion test is run on the parent aggregate gradation

3. Gradation

When tested in accordance with CTM 202, the mix design aggregate gradation shall be as specified below:

| SIEVE SIZE | TYPE II PERCENT PASSING (BLACK ROCK) | TYPE III PERCENT PASSING | STOCKPILE TOLERANCE |
|---|---|---|---|
| 3/8 (9.5 mm) | 100 | 100 | |
| # 4 (4.75 mm) | 90 - 100 | 70 - 90 | + 5% |
| # 8 (2.36 mm) | 65 - 90 | 45 - 70 | + 5% |
| # 16 (1.18 mm) | 45 - 70 | 28 - 50 | + 5% |
| # 30 (600 um) | 30 - 50 | 19 - 34 | + 5% |
| # 50 (330 um) | 18 - 30 | 12 - 25 | + 4% |
| #100 (150 um) | 10 - 21 | 7 - 18 | + 3% |
| #200 (75 um) | 5 - 15 | 5 - 15 | + 2% |

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on three gradation tests sampled according to CTM 202. If the average of the three tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the Contractor will remove the material. Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type II (Black Rock). This aggregate gradation is used to fill surface voids, address surfaces distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation is used for placement on highly textured surfaces requiring larger size aggregate to fill pavement ruts and voids.

4. Mineral Filler

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design.

Use levels shall be between 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

C. Water

The water shall be potable water, free from harmful soluble salts and compatible with the other components.

D. Additives

Additives may be used to accelerate or retard the break/set of the micro surfacing, but the micro surfacing must be open to traffic within 60 minutes of placement.

Appropriate additives, and their applicable use range, shall be included in the laboratory mix design.

E. Mix Design

A minimum of 10 working days before the work begins, the Contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing micro surfacing. After the mix design, has been approved, no material substitution will be permitted unless approved by the Engineer.

Compatibility of the aggregate, polymer-modified emulsified asphalt, water, mineral filler, and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the Contractor for the project. The mix shall meet the following requirements:

| TEST | ISSA TB NO. | SPECIFICATION |
|---|---|---|
| Mix Time @ 77°F (25°C) | TB 113 | Controllable to 120 Seconds Minimum |
| Wet Cohesion<br>@ 30 Minutes Minimum<br>(Set) @60 Minutes | TB 139 | 12 kg-cm Minimum<br>20 kg-cm or Near Spin Minimum |

| | | |
|---|---|---|
| Minimum (Traffic) | | |
| Wet Stripping | TB 114 | Pass (90% Minimum) |
| Wet-Track Abrasion Loss Six-day Soak | TB 100 | 50 g/ft2 (538 g/m2) Maximum |
| Lateral Displacement<br>Specific Gravity after 1,000 Cycles 125 lb (56.71 kg) | TB 147 | 5% Maximum<br>2.10 Maximum |
| Excess Asphalt by LWT Sand Adhesion | TB 109 | 50 g/ft2 (538 g/m2) Maximum |
| Classification Compatibility | TB 144 | 11 Grade Points Minimum (AAA, BAA) |

The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The percentage of each individual material required shall be shown in the laboratory report.

The component materials shall be designed within the following limits:

| COMPONENT MATERIALS | SPECIFICATION LIMITS |
|---|---|
| Residual Asphalt | 5.5 - 10.5% by dry weight of aggregate |
| Mineral Filler | 0.0 - 3.0% by dry weight of aggregate |
| Polymer | Minimum of 3.0% solids based on bitumen weight content |
| Additives | As needed |
| Water | As required to produce proper mix consistency |

## 1163-4 EQUIPMENT

All equipment, tools, and machines used in the application of micro surfacing shall be maintained in satisfactory working condition at all times.

The machine shall be specifically designed and manufactured to apply micro surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

When specifying continuous machinery to minimize transverse joints, the specified machine must be capable of loading materials while continuing to apply micro surfacing. The continuous-run machine shall be equipped to provide the

operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output atany time.

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to the start of the project. Calibration of the equipment shall conform to the appropriate procedures in CTM 309. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

## 1163-5 CONSTRUCTION

### A. Timing and Traffic Control

The break/set of the micro surfacing shall be such that traffic can be placed on it within 60 minutes of placement. At least one lane of traffic in each direction must be open at all times.

### B. Weather Limitations

Micro surfacing shall not be applied if either the pavement or air temperature is below 60°F and falling, but may be applied when both pavement and air temperatures are above 60°F and rising. No micro surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

### C. Surface Preparation

Immediately prior to applying the micro surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying crack seal or micro surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro surfacing by a suitable method. The City shall approve the surface preparation prior to surfacing.

It is required to treat cracks in the pavement surface with an approved crack sealer prior to application of the micro surfacing.

Mill & Fill, Dig-out and Surface patching shall be required prior to application of micro surfacing.

Hot applied tack coat shall be required. Tack coat shall be performed in accordance with Section 1150-7 of these special provisions.

All utility covers shall be covered prior to application of micro surfacing.

All pavement markings and striping (waterborne paint, acetone-based, MMA resin system, and thermoplastic) shall be ground off and reflective markers shall be removed.

D. Application

A test strip shall be constructed at a location approved by the Engineer at least one day prior to the actual micro surfacing placement.

When local conditions warrant, the surface shall be logged with water ahead of the spreader box. The rate of application of the fog spray may be adjusted as the temperature, surface texture, humidity, and dryness of the pavement change.

The micro surfacing shall be of the appropriate consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader box shall be avoided. No lumps or unmixed aggregate shall be permitted. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excessive streaking develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 0.5 in wide and 4.0 in long, or 1.0 in wide and 3.0 in long, in any 30 yd area. No transverse ripples or longitudinal streaks of 0.25 inches in depth will be permitted, when measured by placing a 10 foot straight edge over the surface.

The micro surfacing mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The application rate shall be in accordance with the table below:

| TYPE | LOCATION | RATE (lbs/sy) |
|---|---|---|
| Type II | Full Traffic Width | 10-20 |
| Type III | Full Traffic Width | 21-30 |

Application rates are based upon the weight of dry aggregate in the mixture.

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3.0 in shall be allowed for overlap of longitudinal joints. Also, the joint shall have no more than a 0.25 in) difference in elevation when measured by placing a 10 ft straight edge over the joint and measuring the elevation difference.

The micro surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

Lines at intersections, curbs, and shoulders will be kept straight to provide a good appearance. A suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than + 2 in horizontal variance in any 100 foot of length.

The micro surfacing shall not overlap the gutter by more than 1 inch. Any micro surfacing in excess of 1 inch shall be removed by heating and scraping.

Micro surfacing shall be rolled by a self-propelled, 8 to 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the micro surfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of three (3) full coverage passes.

1163-6 ACCEPTANCE

Upon completion of Work, schedule an inspection with the Engineer. The Engineer will note deficiencies, any deficiencies identified during this process will be addressed by the Contractor at no additional cost.

## 1163-7 MEASUREMENT AND PAYMENT

The payment quantity for micro-surfacing is the weight determined by combining the weights of the aggregate and micro-surfacing emulsion. The payment quantity does not include the weights of added water, mineral filler, and additives.

Micro-surfacing, complete and in place, shall be paid per Bid Sheets, “Micro-Surfacing (Type II)” or ” “Micro-Surfacing (Type II) Black Rock” and “Type III Micro-Surfacing” item at the Contract Unit Price per ton (TON), as shown in the bid.

Such payment shall be considered full compensation for furnishing emulsions, aggregate, mineral filler, retardant, water (including water for dampening pavement), removal of all traffic stripping and pavement markers, all labor, tools, equipment and incidentals and for doing all the Work involved in installing the micro-surfacing complete in place as shown on the Plans and as specified in these Special Provisions.

## 1170 SHOULDER BACKING

### 1170-1 SCOPE

This work shall consist of scarifying existing shoulder material and placing shoulder material to bring shoulders up to the new pavement surface as shown on the Plans and these Special Provisions, as specified in the Section 301-2 of SSPWC, in these Special Provisions, and as directed by the Engineer.

### 1170-2 MATERIAL

Material for shoulder backing shall be Crushed Aggregate Base as specified in Subsection 200-2.2 of the SSPWC. All grindings larger than 2 inches shall be removed from the surface of the completed shoulder backing.

### 1170-3 CONSTRUCTION

Remove weeds, grass, and debris from the area to receive shoulder backing.

The existing shoulder shall be scarified at least 0.25 foot deep and water immediately prior to placing the shoulder backing material. The limit of shoulder scarification shall be three feet from edge of pavement. Shoulder material shall be placed, moisture conditioned to optimize moisture, shaped, and compacted to a hard, firm, unyielding surface and shall remain stable when saturated with water.

Shoulder backing shall start no sooner than three (3) Calendar Days, and shall be completed no longer than seven (7) Calendar Days after completion of the adjacent overlay.

Existing roadside drainage patterns shall be maintained. Where unusual shoulder conditions not represented by the typical sections on the Plans are encountered, the Contractor shall notify the Inspector in advance of performing shoulder

backing work. The Inspector shall specify the methods to be employed to ensure roadside drainage patterns are not disrupted.

1170-4 MEASUREMENT AND PAYMENT

Installing, spreading, and compacting aggregate base shall be paid per the Bid Sheets, “Shoulder Backing” item at the Contract Unit Price per ton (TON).

The unit price bid for shoulder backing shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and for doing all the work involved in scarifying existing shoulder material, furnishing and placing shoulder material, reshaping and compacting shoulders and maintaining drainage patterns as specified in these Specifications and Special Provisions.

1174 CONCRETE CONSTRUCTION

1174-1 GENERAL

New and existing concrete facilities, including ribbon gutter, curb, curb and gutter, sidewalk, ADA curb ramps, alleyway approaches, commercial and residential driveways, concrete cross gutters, spandrels, culverts, retaining walls and other concrete drainage facilities shall be removed and replaced or constructed at the locations indicated on the Plans and these Special Provisions or as directed by the Engineer. At locations where only a portion of the cross gutter and spandrel are to be replaced and do not meet City Standard Plans, the replacement shall match the existing. At locations where the existing curb and/or gutter do not meet the City Standards, the curb and/or gutter shall be constructed to match the existing height and gutter width. The existing concrete shall be saw cut full depth prior to excavation. In locations where the curb and gutter were cast monolithically with the sidewalk, the saw cut shall extend to the full depth required to assure complete separation of the curb from the sidewalk. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

Concrete retaining walls, block walls, footings, foundations, and similar structures shall be constructed in conformity with the Plans and Specifications.

Remove and Replace or New PCC Curb Ramp with Detectable Warning Surface Tiles per Caltrans Standard Plan A88A, A88B or City of Oxnard Standard Plate 110 as specified in the plans or as directed by the Engineer.

Remove and Replace or New PCC Sidewalk, Curb, Curb & Gutter, Median Curb & Stamp concrete, Driveway per Appendix: C and as directed by the Engineer.

1174-2 EXCAVATION

The existing concrete to be replaced shall be saw cut full depth, removed and disposed of by the Contractor in accordance with the Contract Documents. The existing sub grade shall be compacted to 95% relative compaction (90% under sidewalk repairs) and trimmed to the dimensions shown on the Plans. Where applicable, aggregate base shall be placed and compacted to 95% relative

compaction (90% under sidewalk repairs). All Work shall comply with Section 300 of the SSPWC. Soil sterilization shall be performed in accordance with Section 1105-2 of these Special Provisions.

Where soft or unstable soils are encountered under portions of concrete to be repaired, they shall be removed to the dimensions directed by the Engineer and the void shall be backfilled with Class 2 Aggregate Base and/or pulverized AC and compacted to 95% relative compaction (90% under sidewalk repairs) per Section 1120-2 of Unclassified Excavation.

Contractor shall remove existing tree roots adjacent to and under all damaged concrete to a minimum depth of 12 inches below the concrete sub grade unless otherwise specified and shown in the plans or details. Prior to tree root excavation and removal, the Contractor shall contact the Engineer. No Work shall be performed on trees by the Contractor without prior approval from the Engineer. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired at the Contractor's expense.

Roots shall be cut by hand (i.e. chain saw, hand pruners, hand saw, axe, etc.) or a root pruner such as Dosko Model RC 14SP or equal to the limits of the concrete repairs prior to physically removing the roots. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited. Any damage done to adjacent concrete or other improvements due to the failure to sever roots at the limits of the concrete repair shall be repaired at the Contractor's expense.

Install 24" deep root barrier in one continuous length (10-ft minimum) at back of curb or edge of sidewalk within a tree. Top of root barrier shall be set 6" below top of curb or 2" below surface of sidewalk. Root barrier shall be high density and high impact plastic as available from "Deep Root," VESPRO, INC. or equal.

The area where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base or pulverized AC. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 95% relative compaction (90% under sidewalk repairs). The limits of root removal shall be 10 feet to each side of the tree or shrub causing the damage unless otherwise authorized by the Engineer.

Damage to the tree due to lack of care, protection or following these Contract Documents shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment shall be made by the Engineering Division.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense.

1174-3 MATERIALS

Concrete shall conform to Section 201 of the SSPWC and shall be per Table 201-1.1.2 unless otherwise shown on the Plans.

Asphalt concrete materials shall conform to 1150-2.

Masonry materials shall conform to Section 202 of the SSPWC.

Aggregate base shall conform to the ¾" Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

Root barrier panel shall be high density and high impact plastic as available from "Deep Root," VESPRO, INC. or equal.

Detectable Warning Surface shall be fabricated by the following manufacturers or equal:

1. Armor-Tile tactile systems product or equal

2. Safety Step TD or equal
   This type of truncated dome with flexible cement mat shall only be used in selected locations per approval of the Engineer.

3. See Section 1905-2 for complete material specifications.

1174-4 CONSTRUCTION

Construction shall conform to Section 303 of the SSPWC. The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between the existing facilities.

The Contractor shall prepare the Project for marking of concrete removals by arranging a job site meeting with the City Inspector and the Contractor's superintendent. The purpose of the meeting is to mark and measure all of the concrete and pavement removal areas as well as identify locations for PCC grinds on each street. The amount of street to be marked and measured on each day shall be approved in advance by the City. The process shall be carried on continuously after initiation until all of the streets are marked for concrete removals and PCC grinds and measured for payment.

The new concrete facilities shall be placed as shown on the Plans or as marked by the City Engineer. Work shall conform to the details indicated on the Plans. The Contractor shall water test all repaired curbs and gutters, cross gutters and other repair drainage facilities in the presence of the City's Inspector.

The Contractor shall provide a temporary barricade or protective fence around the Work area.

Contractor shall protect Work until the concrete has cured sufficiently to prevent damage or vandalism (graffiti inscriptions) to the finished Work. All damage and

vandalized concrete shall be removed and replaced to the next joint or scoring beyond damaged or broken sections at the Contractor's expense.

Where new and existing concrete facilities as defined in Subsection 1174-1 are to be installed or removed and replaced adjacent to AC pavement that is to remain in place, the asphalt concrete shall be removed at least 24 inches away from the concrete. After the concrete is placed and cured, the roadway sub grade shall be compacted to 95% relative compaction and the void shall be filled with asphalt concrete in lifts not to exceed 3 inches. The minimum top lift shall be 2 inches thick, or as directed by the Engineer.

Control Weakened Plane Joints shall be placed at a 10' maximum for curb, curb and gutter, sidewalks, cross gutter, spandrels, bus pads, and other concrete facilities.

Unless otherwise detailed on the drawings, sidewalk scoring lines shall be placed a maximum of 5' on center each way or to match the existing sidewalk pattern.

Expansion Joints shall be placed at a maximum of 60' increments at curb returns (including curb, gutter and sidewalk) and at each side of commercial driveways and alley approaches. Expansion joints shall be constructed with ½" thick expansion joint material.

For concrete to be removed but not replaced, the void left shall be backfilled with native material.

After the concrete has cured a minimum of 3 Calendar Days and forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with native material and the entire parkway left in a clean and orderly condition.

House numbers that are damaged or removed as part of this Work shall be replaced in kind per City of Oxnard Standard Plate 612, Painted Curb House Number.

"S" marking on the curb face for sewer that is damaged or removed as part of this Work shall be remarked per City of Oxnard Standard Plate 405, House Connection (6" and Below).

Concrete grinding shall be performed on sidewalk with a minimum vertical displacement of ½" up to 1 ½" to remove sidewalk trip and fall hazards. The equipment shall be a dry-cutting scarifier outfitted with "flail-it" tungsten carbide spike cutters to quickly reduce the raised sidewalk panel level through the pulverizing scarification process that tapers down the hard risers into fine concrete powders. The sidewalk being ground down should be maintained at 2% or less cross-slope and 5% or less for a running slope.

**Existing permanent survey monuments/markers that serve as the control point for rights-of-way, or provide horizontal or vertical survey control shall be located and referenced by or under the direction of a licensed land**

**surveyor or registered civil engineer prior to the time of reconstruction and shall be reset in the surface of the new construction.**

1174-5 SCHEDULING OF CONCRETE WORKS

PCC pavement grinds shall occur in conjunction with concrete removal and replacement. The Contractor shall grind PCC pavement at locations identified by the Engineer. Pavement grinds will be done in accordance with City Standards and approved by the Engineer.

Not more than 500 linear feet of curb and gutter or 1500 sq. ft. of sidewalk/driveway shall remain unpaved or backfilled with sand slurry at any time. All areas shall be repaved or slurried between 3 and 8 Working Days after completion of the concrete Work.

Curb ramps, cross-gutter & spandrel, driveways and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four (24) hours. Concrete repairs shall not be performed on both sides of a street and on all corners of intersection simultaneously without written approval from the Engineer.

Remove only the portion of the concrete where the work will be completed within twenty-four (24) hours. Concrete removal shall not be performed if there is no readily available sufficient materials to cover the pouring of an entire day.

If the Contractor fails to complete the concrete paving work during the same day and wherever formwork is exposed to pedestrian traffic, temporary bridges (not attached to the forms) or temporary access shall be provided at all regular pedestrian crossing where it is required to maintain safety standards at all times through the entire work zone. Barricades and other safety features shall be installed as necessary.

All lawn areas and irrigation damaged as a result of the construction activities to build the concrete structures shall be restored to its previous condition before the start of Work. This will be considered as a general requirement for the implementation of the item of Work for which it is prepared for and no additional payment will be made therefor.

1174-5.1 COORDINATION OF WORK

The Contractor is fully responsible for coordinating with the other agencies for procurement of materials, fabrication, supply, transportation, delivery, etc. to ensure the execution of their work related to commencement of concreting. No additional payment will be made to the Contractor, if the works pertaining to concreting have to be dismantled and redone due to lack of coordination on the part of the Contractor in ensuring completion of works of such agencies before concreting had been undertaken.

1174-6 MEASUREMENT AND PAYMENT

Payment for the various types of concrete installation and/or repair Work stated herein shall be paid for on a unit price basis as enumerated in the Bid Sheets, complete-in-place.

The unit cost of each item for install and/or remove & replace PCC sidewalk, driveway, curb & gutter, curb ramp, PCC retaining wall, cross gutter & spandrel, shall include all costs associated with the Work including but not limited to: saw cutting; excavation per plan; disposal of excavated materials; sub grade preparation; furnishing, installing, and compacting Class 2 aggregate base per plan; furnishing and installing reinforcing steel; forming, placing and finishing concrete; placing the appropriate grooving and detectable warning surface tiles on access ramps; patching of the adjacent asphalt concrete; PCC pavement grinds; cleanup; and as specified in these Special Provisions.

Payment for excavation shall be included in the prices bid for the various items of concrete construction Work involved stated herein and no additional payment will be made therefore.

For installation of Class 2 Aggregate Base as called out per plan, payment shall be included in the prices bid for the various items of concrete construction Work involved stated herein and no additional payment will be made, therefore.

For alleyway approaches/driveways, commercial driveways, and residential driveways, the curb and gutter portion shall be included in and paid as part of the unit cost for any of these structures.

If only curb and gutter replacement is specified in front of either an alley approach, commercial driveway, or private driveway that is not to be replaced, the Contractor shall be paid the unit price for removing and replacing the gutter only.

Grinding of concrete sidewalk, shall be paid per Bid Sheets, “Grind PCC Sidewalk” item at the Contract Unit Price per square foot (SQFT), as shown in the bid.

Installation of root barrier shall be paid for on a unit price per linear foot (LF) of root barrier panel complete and in place. The unit price shall include excavation, backfill and all costs associated with the Work.

1178 HEADERBOARD

1178-1 SCOPE

This work shall include the work of installing a headerboard as indicated on the plans or as directed by the Engineer.

1178-2 MATERIALS

Headerboard material shall conform to the provisions in Section 204 of the Standard Specifications.

Headerboard material shall be No. 2 pressure treated 2x4 or 2x6 Douglas fir. Staking material shall be No. 2 pressure treated Douglas fir 2x4x18” at butt joints.

Headerboard material shall not be less than 8 feet in length. All pressure treated lumber shall be rated for full earth contact.

Steel stakes: 24” Forged Head Stake, 5/8” dia. shank heavy duty steel or equal.

1178-3 CONSTRUCTION

Construction shall conform to Section 305-2 of the SSPWC.

The horizontal and vertical alignment of the header board shall be indicated on the plans or determined by the engineer. Prior to placing header board, the Contractor shall arrange a site visit with the Engineer to approve header board placement alignment and proposed elevation. The Contractor shall adjust grades as directed by the Engineer to best-fit driveway and conform conditions.

The 2x6 header board will be placed to form a longitudinal butt joint. A 2x6 stake shall be installed at all butt joints and a 2x4 stake installed at intervals not to exceed 32 inches. The space between the header board and existing landscaping or dirt areas shall be filled with native material compacted to 90% relative compaction.

The header boards may be fastened to stakes using either No. 8 x 2-1/2” stainless steel screws or 12d hot dipped galvanized box nails. Each board shall be fastened at each stake with a minimum of three fasteners.

1178-4 MEASUREMENT AND PAYMENT

Payment for the installation of headerboard shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The unit cost paid for installing headerboard shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved in constructing the header board, complete in place, including treated timber, fasteners, steel stakes, splice boards, and all other hardware and connection, as shown on the plans, as specified in the SSPWC and these Specifications and Special Provisions, and as directed by the Engineer.

1180 PORTLAND CEMENT CONCRETE PAVEMENT

1180-1 SCOPE

This work shall include the work of constructing the Portland cement concrete (PCC) pavement on a prepared subgrade. PCC pavement construction shall be performed in accordance with the Plans and these Specifications and Special

Provisions. The grades shown on the site specific plans shall be used to construct the PCC pavement.

1180-2 MATERIAL

1180-2.1 GENERAL

Concrete materials shall conform to the provisions of Section 201 of the SSPWC and as indicated below:

1180-2.2 CONCRETE MIX DESIGN

The Contractor shall furnish, at his expense at least 15 days prior to the initiation of concrete work, a mix design for the concrete to be used. The mix design shall conform to Section 201 of the SSPWC.

1180-2.3 QUALITY ASSURANCE FIELD TESTING

Field testing shall include testing for concrete slump (ASTM C143), air content (C173 or C231), and compressive strength (C39) or flexural strength (C78). Such testing shall be at the frequency determined by the Engineer and shall be performed by the City's laboratory at the City's expense. The Contractor shall furnish the concrete necessary for casting test beams and cylinders.

1180-3 SUBGRADE

After the subgrade is prepared, moisture conditioned and compacted as specified under the provisions for "Unclassified Excavation," the Contractor shall continuously maintain the subgrade in a uniform condition at the moisture content obtained during subgrade compaction until the PCC pavement is placed.

Existing subgrade shall be prepared in accordance with Section 1105 “Subgrade Preparation” of these special provisions.

1180-4 FORMING

Forms shall conform to Section 302-6.2 of the SSPWC. Longitudinal keyways shall be formed as shown in the drawings. Wooden forms may be 2x6 if staked at two foot intervals. Block-out for water valve boxes, water valves and manholes shall be as indicated on the drawings.

1180-5 PLACING AND FINISHING

1180-5.1 GENERAL

Sections 302-6.3 and 302-6.4 shall be deleted from the SSPWC and the following shall apply:

The concrete shall be deposited on a moist grade in such manner as to require as little re-handling as possible. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the

freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies by internal vibrations. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. The vibrator shall never be operated longer than 15 seconds in any one location.

Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them, but shall not be dumped onto a joint assembly.

Concrete shall not be placed until soils engineer has approved in writing the Aggregate Base compaction.

After the pavement has been completed and forms have been removed, the Contractor shall backfill the void with materials matching the existing surface. This material shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding/adjacent pavement or surface.

1180-5.2 STRIKEOFF, CONSOLIDATION, AND FINISHING

The sequence of operations shall be the strike-off and consolidation, floating if necessary, straight edging, and final surface finish. The pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or by hand finishing methods when approved by the engineer.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. If it is permitted, it shall be applied as a fog spray with approved spray equipment.

After the pavement has been struck off and consolidated, it shall be scraped with a straightedge 10 ft. long equipped with a handle to permit operation from the edge of the pavement. Any excess water and laitance shall be removed from the surface of the pavement. The straightedge shall be operated parallel to the centerline of the pavement and shall be moved forward one-half its length after each pass. Irregularities shall be corrected by adding or removing concrete. All disturbed places shall be again straight-edged. The use of long-handled wood floats shall be confined to a minimum.

Before final finishing is completed and before the concrete has taken its initial set, the edges of the slab and curb shall be carefully finished with a 1/4 inch radius.

A broom shall be used for final finishing. A stiff bristled broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping to produce surface corrugations of uniform appearance and about 1/16 inch in depth.

1180-5.3 PAVEMENT PROTECTION

The Contractor shall have available materials to protect the surface of the concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting.

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least 3 days after placement. White liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly place concrete shall be covered by the curing medium. The edges of concrete slabs exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab and curb surface.

The Contractor shall have at hand and ready to install before actual placement begins the equipment needed for adequate curing.

Curing shall comply with Section 302-6.6 of the SSPWC.

1180-5.4 JOINTS

1180-5.4.1 GENERAL

Contraction joints, expansion joints, and all longitudinal joints shall be placed as indicated in the plans. Transverse construction joints shall be used as required in the specifications. Transverse joints shall extend continuously through the pavement and closure strip.

1180-5.4.2 TRANSVERSE CONTRACTION JOINTS

Transverse contraction joints shall consist of planes of weakness created by use of a transverse strip or cutting grooves in the surface of the pavement. They shall be equal to at least one-fourth the depth of the slab (D/4).

1. Transverse strip contraction joints shall be formed by installing a parting strip to be left in place.

2. Saw cut contraction joints shall be created by sawing grooves in the surface of the pavement with an approved concrete saw. After each joint is saw cut, the saw cut and adjacent concrete surface shall be thoroughly cleaned.

Saw cutting of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. All joints shall be sawed before uncontrolled shrinkage cracking occurs. If necessary, the sawing operations shall be carried on both day and night, regardless of weather conditions. A standby saw shall be available in the event of breakdown.

The sawing of any joint shall be omitted if a crack occurs at or near the joint location before the time of sawing. Sawing shall be discontinued if a crack develops ahead of the saw. In general, all joints shall be saw cut in sequence. All contraction joints in lanes adjacent to previously constructed lanes shall be saw

cut before uncontrolled cracking occurs. If extreme conditions make it impracticable to prevent erratic cracking by early sawing, the contraction joint groove shall be formed before initial set of concrete, as provided above.

3. Transverse formed contraction joints shall consist of a groove or cleft extending downward from and normal to the surface of the pavement. These joints shall be made while the concrete is plastic by an approved mechanically or manually operated device to the dimensions indicated in the plans.

RECOMMENDED JOINT SPACING FOR PLAIN CONCRETE PAVEMENTS

| **Pavement Thickness** | **Joint Spacing** |
|---|---|
| 5 in. (125 mm) | 10-12.5 ft (3.0-3.8 m) |
| 6 in. (150 mm) | 12-15 ft (3.7-4.6 m) |
| 7 in. (175 mm) | 14-15 ft (4.3-4.6 m) |
| 8 in. (200 mm) or more | 15 ft (4.6 m) |

1180-5.4.3 TRANSVERSE OR LONGITUDINAL CONSTRUCTION JOINTS

Construction joints are joints between slabs that result when concrete is placed at different times. Construction joints can be transverse or longitudinal and are constructed in all types of rigid pavements. Tie bars are typically used at construction joints to connect the adjoining slabs together so that the construction joint will be tightly closed. For concrete street pavements, #4 tiebar at 30 in. spacing are used.

Transverse keyed construction joints with tiebar (#4 tiebar, ½"dia. x 24") shall be placed whenever the placing of concrete is suspended more than 30 minutes.

Longitudinal keyed construction joints with tiebar are used for lane-at-a-time construction.

1180-5.4.4 LONGITUDINAL CONTRACTION JOINT

Longitudinal contraction joints: Joints constructed into the new pavement parallel to the centerline to control cracking and delineate lanes of traffic.

Longitudinal contraction joints are formed by sawing the hardened concrete or by forming grooves into the fresh concrete, much in the same way as transverse contraction joints, however the depth of the saw cut or groove should be one-third the slab thickness (D/3). Timing of the initial sawing is usually not as critical as for transverse construction joints since the transverse shrinkage movement is not as great as the longitudinal shrinkage. Typically, sawing should be completed in 48 hours and before any heavy equipment or vehicles are allowed on the pavement. Still, under certain conditions, such as a large drop in air temperature during the first or second night, longitudinal cracks may occur early. As a result, it is good practice to saw these joints as early as practicable.

1180-5.4.5 ISOLATION JOINTS AND EXPANSION JOINTS

Isolation and expansion joints are used to separate dissimilar pavements/structures in order to lessen compressive stresses that could cause excessive cracking. Examples of dissimilar pavements/structures include different joint patterns, different types of rigid pavement (e.g. Continuously Reinforced Concrete Pavement/Jointed Plain Concrete Pavement), structure approach slabs, building foundations, drainage inlets, and manholes. Isolation and expansion joints are filled with a joint filler material to keep cracks from propagating through the joint and to prevent water/dirt infiltration.

Isolation joints around in-pavement structures, such as drainage inlets, manholes and valves, meter boxes, lighting structures, footing should be ½ to 1 in. wide. A pre-formed joint filler material occupies the gap between the slabs and is continuous from one pavement edge to the other. This filler material is usually a non-absorbent, non-reactive, non-extruding material typically made from either a closed cell foam rubber or a bitumen-treated fiber board. No plug or sliver of concrete should extend over, under, through, around, or between sections of the joint filler, or it will cause spalling of the concrete. Fillers may be held in place by stakes in the subgrade. After the concrete hardens, the top of the filler may be recessed about ¾ in. to allow space for joint sealant.

Joint filler, when required, shall be as designated on Section 201-3 of the Standard Specifications.

1180-5.4.6 JOINT SEALS

Construction joints (Longitudinal or Transverse Joints) should be sealed to prevent incompressible materials from filling the joints and causing the concrete to spall. Seals also limit the entry of water that could otherwise degrade the underlying pavement layers and or corrode the dowel bars.

There are many acceptable materials available for sealing joints in concrete pavements. Sealants are most simply classified as liquid (field molded) and pre-formed (compression).

Typically, compression seals are preferred for new construction because of their longer performance life. Liquid sealants should be used for rehabilitation or retrofitting existing joints because they are more adaptable to surface abnormalities. Sealants shall conform to Section 201-3 of the Standard Specifications.

1180-5.5 OPENING TO TRAFFIC

The Engineer shall decide when the pavement shall be opened to traffic. It shall not be opened to traffic until the field-cured concrete has attained a compressive strength of 2,500 psi. Before opening to traffic, the pavement shall be cleaned. These provisions shall apply to operating ready mix trucks on the new concrete section.

1180-6 MEASUREMENT AND PAYMENT

The quantity of concrete pavement to be paid for will be measured by the cubic yard (CY). The volume to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer. No allowance will be made for concrete pavement placed outside those dimensions unless otherwise ordered by the Engineer.

The contract price paid per cubic yard for concrete pavement shall include full compensation for furnishing all labor, materials (including cement in the amount specified, tie bars & dowel bars, fillers & sealants), tools, equipment, and incidentals, including backfilling the void from form removal and for doing all the work involved in constructing the Portland cement concrete pavement, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for backfilling the void from form removal or removing and replacing the existing pavement to meet the specified surface tolerance shall be considered as included in the contract price paid per cubic yard (CY) for Portland Cement Concrete Pavement and no separate payment will be made therefor.

1182 PORTLAND CEMENT

1182-1 SCOPE

This work shall consists of furnishing and delivery of Portland Cement for general use as required by other Work operations and as directed by the Engineer.

1182-2 MATERIALS

Portland cement shall be type II or Type V conforming to the requirements of Section 202-1.2.1 of the SSPWC.

The Contractor shall furnish a Certificate of Compliance.

The City will require a signed certification from the supplier for each shipment of cement stating that the cement complies with ASTM C150 and all additional requirements of SSPWC Section 201-1.2.1.

Cement shall be stored to protect against contamination and moisture. Should any cement show evidence of contamination or be otherwise unsuitable, the Engineer may reject it and require that it be removed from the site.

Cement shall be of the same brand and type unless otherwise approved by the Engineer.

1182-3 MEASUREMENT AND PAYMENT

Payment for Portland cement will be made at the Contract Unit Price per ton (TON), the unit price shall include furnishing, transporting, delivery, and spreading.

The basis of payment shall be the net weight of Portland cement furnished and delivered to the Work site. The Contractor shall furnish the Engineer with certified weighmaster certificates.

## 1185 ADJUST MANHOLE FRAMES AND COVERS, GRATES, VALVES, CLEAN-OUT AND/OR MONUMENT COVERS

### 1185-1 SCOPE

Where shown on the Plans, or as directed by the Engineer, existing manholes, manhole and cleanout covers, valve covers, survey monument covers or buried survey monument, water meter boxes and covers, or other utility service structures shall be adjusted to grade in accordance with the provisions of Sections 309 and 403 of the SSPWC and these Special Provisions.

In the case of Portland cement concrete pavement, manhole and vault frames and other utility frames or covers shall be set to finish grade before paving.

### 1185-2 CONSTRUCTION

The Contractor shall provide a temporary false floor for manholes while the covers are being adjusted either up or down through the course of the Project. The false floor shall prevent construction debris from falling into the manhole chamber or pipeline.

The Work shall conform to Section 403 of the Standard Specifications. Manhole adjustment shall include modification of existing manhole cones, precast sections, barrel or risers, as necessary, in order to adjust covers to final grade.

All manhole covers, water valve covers, survey monument covers, and sewer terminal cleanout, including the frame and cover, and metal lid, shall be replaced in accordance with the requirements of the Plans and in conformance to the City of Oxnard's Standards at the Contractor's expense.

Valve Box Installation - City Std. Plate #303
Blow-off Installation - City Std. Plate #307
Terminal Cleanout - City Std. Plate #407
Shallow Manhole - City Std. Plate #408
Sewer Manhole Frame And Cover - City Std. Plate #412
Grating Catch Basin - City Std. Plate #504 And #505
Bicycle Proof Grate Details - City Std. Plate #511
Storm Drain Manhole Frame And Cover - City Std. Plate #517
Survey Monument - City Std. Plate #609

**Immediately after covering the water valve or manhole with asphalt during the paving operation, the Contractor shall locate the facility and inscribe an "X" into the pavement to facilitate the uncovering of the facility in an**

**emergency.**

Existing survey monuments covered with asphalt concrete shall be reset in the surface of the new construction as directed by the City Engineer or as shown on the Plans. Marker plates/cover for survey monuments shall be installed per City Standard Plate 609.

The concrete collar around manholes, water valves, and survey monuments shall be left 2" lower than the adjacent pavement. The surface shall be tack coated with 0.10 gal/sy and paved with Type C-2 asphalt concrete. Immediately after placement, the surface shall be sand sealed.

All affected interior surfaces of sewer manholes raised to grade shall be coated with a protective coating per City Standard Plate 400, Sheet 2 of 2, Note 3.

All sewer manhole frames and covers shall be adjusted within 72 hours after the placement of paving. If several lifts of pavement are to be placed, the sewer manhole frames and covers shall be raised if the paving operation ceases for more than 72 hours. All other covers, frames, grates, monuments, and so forth shall be adjusted within 5 Working Days of final paving of each individual street segment.

All asbestos cement valve risers (valve stacks) shall be removed prior to pulverization or reconstruction and replaced with 8” diameter PVC risers. Cutting, abrading or breaking ACP shall be avoided. ACP risers shall be kept wet with amended water and wrapped securely in plastic sheeting. The Contractor shall store ACP risers in an area that is secure from public access until properly disposed. ACP risers shall be disposed of in compliance with Ventura County Air Pollution Control District (APCD), State, and federal regulations.

## 1185-3 UTILITY VERIFICATION

All City owned utility (water, recycled water, wastewater, storm drain, survey) manhole, vaults, valve frames & covers, survey monuments, and meter boxes shown or not shown on the plans shall be set to finished grade by the Contractor in accordance with the City Standard Plates and these Special Provisions.

The location of the existing underground utilities have been located in the field or obtained from the best available records. The Contractor shall assume the sole responsibility for confirming the exact locations of these facilities and protecting same from harm.

Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

## 1185-4 MEASUREMENT AND PAYMENT

Measurement and payment for adjusting utility covers to finish grade will be made at the Contract Unit Price per each (EA) type of cover. The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation of buried or covered survey monuments, and incidentals for adjusting utility covers in accordance with the

Contract Documents, and shall include the cost of the new concrete boxes, castings, lids and covers for water valves, sewer terminal cleanout, and survey monuments, removing and disposing of ACP risers, new PVC risers, and water meter boxes.

Adjust manhole cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Manhole Frame And Cover To Finished Grade” item at the Contract Unit Price per each (EA) manhole cover adjusted, as shown in the bid.

Adjust sewer cleanout cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Sewer Cleanout Frame And Cover To Finished Grade” item at the Contract Unit Price per each (EA) cleanout cover adjusted, as shown in the bid.

Adjust water valve cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Water Valve Frame And Cover To Finished Grade” item at the Contract Unit Price per each (EA) valve cover adjusted, as shown in the bid.

Adjust catch basin frame and grate to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Catch Basin Frame And Grate To Finished Grade” item at the Contract Unit Price per each (EA) catch basin cover adjusted, as shown in the bid.

Adjust survey monument cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Survey Monument Cover To Finished Grade” item at the Contract Unit Price per each (EA) monument cover adjusted, as shown in the bid.

Failure to adjust monument covers, water valve covers, survey monument covers, sewer terminal cleanout covers and manhole frames and covers in the time frame(s) indicated above shall cause the City to have the facilities adjusted either by its own forces or by other contractors. If the facilities are adjusted by others, the Contractor shall forfeit the unit price for the Work and pay an additional fee to the City of $750 for adjusting each manhole frame and cover and $500 for adjusting each survey monument, sewer terminal cleanout and/or water valve. Such fee(s) shall be subtracted from any monies to be paid to the Contractor on the Project.

## 1187 ADJUST TO GRADE UTILITY BOXES (WATER METER BOXES, IRRIGATION BOXES, TRAFFIC PULLBOXES, AND OTHER UTILITY BOXES)

### 1187-1 SCOPE

Where shown on the Plans, or as directed by the Engineer, existing utility water meter boxes and covers, electrical pull boxes or other utility service pull boxes shall be adjusted to grade in accordance with these specifications.

In the case of Portland cement concrete pavement, meter boxes and other utility pull boxes or covers shall be set to finish grade before paving.

### 1187-2 MATERIALS

The materials for meter boxes and utility pull boxes installation and adjustment shall conform to the specifications contained within the following:

For water meter box, refer to City Standard Plates # 304, #305 and #307.
For traffic pull boxes, refer to States Standard Plans ES-8A and ES-8B.

1187-3 CONSTRUCTION

The Work shall conform to Section 86-1.02C and Section 87-1.03C of the SSS; City Standard Plates #304, #305, and #307; and Section 1520-5 of these Special Provisions.

All water meter boxes, electrical pull boxes other utility boxes, including the cover, shall be replaced in accordance with the requirements of the Plans and in conformance to the City of Oxnard's Standards at the Contractor's expense.

The adjustment of utility boxes and covers shall be accomplished by removal or addition of materials necessary to bring the top to grade.

The concrete collar around utility boxes shall be left 2" lower than the adjacent pavement. The surface shall be tack coated with 0.10 gal/sy and paved with Type C-2 asphalt concrete. Immediately after placement, the surface shall be sand sealed.

All utility boxes shall be adjusted within 5 Working Days of final paving of each individual street segment.

1187-4 MEASUREMENT AND PAYMENT

Measurement and payment for adjusting utility boxes and covers to finish grade will be made at the Contract Unit Price per each (EA) type of utility box. The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, and incidentals for adjusting utility boxes and covers in accordance with the Contract Documents, and shall include the cost of the new concrete boxes, adjusting conduits, water meter boxes, covers, and box extensions or risers.

1190 PRESERVING SURVEY MONUMENTATION AND/OR INSTALL NEW SURVEY MONUMENTATION

1190-1 SCOPE

The work shall consist of preserving existing survey monumentation in existing facilities including sidewalks and curbs, and installing new survey monumentation in a new location as directed by the Engineer.

The existing monumentation to be preserved shall be indicated by the City. Monumentation includes embedded pipes; lead and tacks, and scribed marks included in recorded survey documents, including but not limited to records of survey, corner records, deeds, property descriptions, etc. The work under this bid item must be performed by or under the direct supervision of a licensed California Land Surveyor (LS) or Civil Engineer licensed prior to 1982 whose

license is current and who does not have any pending license board action against licensed individual or firm represented by such individual.

1190-2 MATERIALS

Permanent survey monumentation shall consist of 60d steel spikes with 2-part epoxy by Simpson or equal. Pipes and other tagged monuments shall be replaced in kind as required by current statutes.

1190-3 CONSTRUCTION

The work shall consist of five parts for each individual survey monument. These parts are:

1) research of all applicable survey and property documents to determine if the monument is of record,
2) verifying the physical location of the monument compared to the record location,
3) placing sufficient temporary reference points to accurately relocate the monument after removal and replacement of the concrete,
4) replacing the monument after completion of the new concrete facility, and
5) amending the document record to indicate the work performed. The minimum required documentation is a Corner Record.

Lead and tacks as well as scribed marks shall be replaced with 60d steel spike set flush with the surface of the concrete. The spike shall be epoxied into a countersunk hole for the spike head and a predrilled hole for the spike itself. The completed installation shall be flush with the new concrete surface and cleaned of excess epoxy. If necessary, the exact survey point shall be punched and then predrilled with a 3/32-diameter drill to a depth of 3/32-inch minimum.

Other survey monumentation such as pipes or tagged monuments shall be set in accordance with the current applicable statues and regulations.

Upon completion of the monument restoration, the appropriate survey record shall be prepared and filed as required by law and/or statute.

Prior to acceptance of the work, a manila file folder for each preserved monument location shall be prepared and presented to the City. The file folder shall include copies of each applicable record document concerning the monument, copies of survey records, documentation of temporary tie downs, a photograph of the monument prior to and after restoration, and a copy of the filed survey document required herein. All of the file folders for the entire project shall be submitted at one time.

The City shall have ten Working Days to review the completed monument files. Any corrections shall be corrected within ten Working Days after return of any document to the Contractor.

1190-4 MEASUREMENT AND PAYMENT

The work shall be paid as enumerated in the unit price bid schedule.

“Survey Monument Preservation” or “Install New Survey Monuments” shall include all work required under this specification including items one through five enumerated above. The unit price for these items shall include all of the work associated with full completion of the work and no additional costs shall be allowed therefore.

1192 MISCELLANEOUS WORK AND INCIDENTAL CONSTRUCTION

1192-1 SCOPE OF WORK

The Work under this section shall consist of removal, disposal, coordination, relocation, salvaging, reconstruction and protection of existing facilities which interfere with, or are within a close proximity of, the proposed construction of a street and park improvements; storm drain, sewer lines, and waterline improvements. All such Work shall be accomplished in accordance with the applicable provisions of the SSPWC, and these Specifications and Special Provisions as directed by the Engineer.

1192-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Relocate, remove, and install/reconstruct chain link fence.

B. Relocate, remove, and install/reconstruct wooden or vinyl fence.

C. Install or remove and replace PVC storm drain pipes.

D. Relocate or remove and replace backflow preventer assembly or other pipeline appurtenances.

E. Reset and relocate mailbox as specified.

F. Install new or remove and replace sidewalk concrete drainage channel with steel plate per Appendix: D. Match existing sidewalk width.

G. Install or remove and replace sidewalk drainage trench grate per Appendix: D and manufacturer’s specifications.

H. Install or remove and replace AC Dike per City Standard Plate 111.

I. Install or remove and replace AC speed hump including pavement marking Per Appendix: D.

J. Install or remove and replace 6-inch thick concrete swale.

K. Install or remove and replace sidewalk double box storm drain per Appendix D.

L. Install or remove and replace Type E Curb per Caltrans A87A.

M. Install or remove and replace sidewalk drain pipes per City Standard Plate 122.

1192-3 MATERIALS

All materials shall conform to the specifications contained within the following:

SSPWC Section 201 – Concrete, Mortar And Related Materials
SSPWC Section 202-2 Concrete Block
SSPWC Section 203 – Bituminous Materials (Asphalt)
SSPWC Section 204 – Lumber And Treatment With Preservatives
SSPWC Section 206 – Miscellaneous Metal Items
SSPWC Section 207 – Gravity Pipe

Wooden or Vinyl fence materials shall match the existing fence in kind.

Sidewalk drainage trench grate shall be 14” Wide Bolted Neenah R-4999-DX Series, Type P ADA Trench Grate or Equal.

Trench gate/Bolted Grating or Cover per J.R. HOE products or Equal

1192-4 CONSTRUCTION

All relocation, construction, and installation shall conform to the specifications contained within the following:

SSPWC Section 303 – Concrete And Masonry Construction
SSPWC Section 304 – Metal Fabrication And Construction
SSPWC Section 305-2 Timber Structures And Timber Construction
SSPWC Section 306 – Open Trench Conduit Construction

For mailbox reset and relocation:
Move each mailbox to clear the way for construction activities during construction activities. Each mailbox must be accessible for delivery at all times. Install each mailbox on a post set in the ground or on an authorized temporary support. When construction is complete, reinstall mailbox. Replace mailbox post in kind if damaged.

Installation of sidewalk drainage channel shall be complete with concrete channel and steel metal cover including all components per the construction details supplied.

Asphalt concrete berms or dikes shall be in accordance to the details shown on City Standard Plate 111.

Speed hump pavement marking shall be per MUTCD Figure 3B-29.

The Contractor shall provide a temporary barricade or protective fence around the Work area.

1192-5 MEASUREMENT AND PAYMENT

Payment for Miscellaneous Work and Incidental Construction items shall be made as specified in the SSPWC and in these Specifications and Special Provisions as shown in the Bid.

Payment for the various types of miscellaneous Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The above miscellaneous Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, disposals, and incidentals and any other related work considered as included in the Contract unit price and no additional compensation will be made therefore.

1200 SANITARY SEWER CONSTRUCTION – GENERAL

The Contractor shall comply with the SSPWC, the City of Oxnard Standard Plates and with these Specifications and Special Provisions regarding all pipe and appurtenant construction. Particular attention shall be given to Section 5-7 of the SSPWC. Existing substructures and utilities shown on the drawings were taken from available records. However, the Contractor shall, by potholing or other means, verify the existence and/or location of all utilities, substructures and service laterals. The Contractor shall, during the life of this project, provide for the protection of all existing substructures or utilities in or adjacent to the work and provide for their uninterrupted service. If any such utility or substructure is interrupted from service due to the Contractor's activities, the Contractor shall, at his own expense, provide temporary service and, if required, replace the utility to the owner's satisfaction. In the event of any unauthorized over excavation, all work required for backfill and compaction shall be at the Contractor's expense.

1200-1 POTHOLE REQUIREMENTS

The Contractor shall be required to perform potholing and other necessary utility investigations whether indicated on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the City time to make any required adjustments. If changes are required, the Contractor shall allow the City a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No additional payment will be done for additional work and material needed for pipeline alignment change or extension due to failure to provide pothole information prior to any pipe installation and trenching.

Potholing and preparing the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new utility line construction. The Contractor shall pothole and expose all

existing utility crossings, close parallel utilities, and at the point of tie-in. The Engineer may request additional potholes at any time.

The Contractor shall provide the Engineer a written complete pothole report listing the following information: pothole #, station #, existing ground elevation, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**. No separate compensation will be provided to the Contractor for such work.

1200-2 SAW CUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within project limits shall be performed by the Contractor, using equipment which will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 3 feet or less from the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number five dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxied into the existing cross gutter. The Contractor shall remove and dispose of all damaged existing improvements caused by the Contractor's operations in accordance with Subsection 401-3.2 of the SSPWC.

1200-3 TRENCH EXCAVATION

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the Standard Specifications. The trench shall be excavated to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or adjacent to traveled lanes. Free access must be provided to all fire hydrants,

water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed at its own expense.

Any asbestos cement pipe (ACP) or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This work shall consist of performing all operations necessary to excavate all water and materials of any nature (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), which interfere with the construction work regardless of character and subsurface conditions, and no separate payment will be made therefor.

1200-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the work. One block or 500 feet, whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1200-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1200-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1200-4 DEWATERING OF TRENCHES AND EXCAVATIONS

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level 4-ft below the level of the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes. The Contractor shall be responsible to verify the groundwater elevation.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The “plan/system of plans” consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

1200-5 PIPE BEDDING MATERIAL

Sand bedding shall be used in all pipe installations, except as noted in the Special Provision, to a minimum depth of 6 inches below the bottom of the pipe to the pipe spring line. Where ordered by the Engineer or Inspector, additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps and other deleterious material. Only where additional bedding and over-excavation is ordered shall the Contractor receive additional compensation for such work and materials. This compensation shall be only for the volume of over

excavation ordered beyond the limits shown on City Standard Plate 602, and as modified below.

In the pipe zone, from the pipe spring line to 12 inches above the top of the pipe, the fill shall be of approved excavated sand or imported sand with a sand equivalent of 30 minimum. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 95% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jettying shall not be used unless the backfill material and the adjacent native materials have a sand equivalent of not less than 30.

1200-6 BACKFILL

The backfill shall be the section 12 inches above the top of pipe to the surface in accordance with City Standard Plate 602. The backfill material shall have a sand equivalent of 30 or more and shall be free from ashes, refuse, rock greater than 4 inches, vegetable or organic material.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained. Payment for this item shall be included in the payment for pipe installation.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

1200-6.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E-Placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

1200-7 COMPACTION TESTS

The relative compaction shall be in accordance with the ASTM D1557 Method C and will be determined by a consultant retained by the City.

The City will obtain the services of a soils engineering company to take compaction tests throughout the length of the project. All first tests (at each location) that meet the compaction requirements will be paid for by the City.

All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

1200-8 UTILITY CROSSING

Changes in alignment and grade of the water line or changes in the fittings at connections due to utility crossings shall be approved by the Engineer. The cost incurred in making utility crossings, whether or not the utilities are shown on the Plans, shall be included in the price bid for other items of work and no additional payment will be made therefor.

Sewer and water line crossings shall meet the requirements of the State Health Department.

The Contractor shall be responsible to notify and coordinate the repair/replacement work on all utilities to the respective owners, which may affect or be affected by construction operations.

1200-9 SEWAGE BYPASS AND/OR SEWAGE DIVERSION

The flow of sewage shall not be interrupted. Should the Contractor disrupt the operation of existing sanitary sewer facilities, or should disruption be necessary for performance of the Work, the Contractor shall bypass the sewage flow around the Work.

Prior to any work performed on existing sewers, the Contractor shall submit to the Engineer a Sewer Bypass Plan outlining the Contractor's methods and procedure for transferring sewer services to the newly constructed sewer main in accordance with Section 3-12.5 of the SSPWC. If the Contractor's Bypass Plan is deemed unacceptable by the Engineer, the Contractor shall make the necessary changes to the Plan and resubmit for approval. The Contractor shall not perform any bypass work without direct approval from the Engineer.

Payment for sewage bypass/diversion shall be paid for on a unit price basis as enumerated in the Bid Sheets.

1200-10 STREET PAVEMENT REPAIR

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC.

All trenches shall be paved on a daily basis with cold mix. Payment for temporary pavement shall be included in the payment for the underlying pipe.

In areas not to be reconstructed, existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before repaving is commenced. If the pipeline main is 5 feet or less from the curb, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the pipeline installation. Where required by the Engineer, or shown on the Plans, pavement removed shall be saw cut prior to

repaving. Should it be necessary to increase the width of trench during construction due to caving, etc., under the previously saw cut area, a secondary saw cut and additional pavement removal may be required by the Engineer prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base thickness as directed by the Engineer.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the street facilities. Street improvements which are damaged or destroyed in the process of construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.1, and 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. Installation and compaction of aggregate base shall conform to Subsection 301-2 of the Standard Specifications.

The thickness of the base and A.C. pavement shall be in accordance with Standard Plate 602.

## 1201 SANITARY SEWER INSTALLATION – GRAVITY SEWER

### 1201-1 SCOPE

The following section includes all work appurtenant to the complete installation of the sewer improvements specified herein and on the Plans. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved in constructing the sanitary sewer improvements.

### 1201-2 MATERIALS

There shall be no changes of material between any two adjacent manholes or in a continuous run of pipe.

The Contractor shall submit manufacturer's data sheets showing dimensions and materials for construction for each type of pipe to be installed. Submit Certificates of Compliance with all material specifications (ASTM's, MILSPEC or others) as required by these Specifications.

### 1201-2.1 PIPES

A. POLYVINYL CHLORIDE PLASTIC PIPE

PVC Gravity Sewer Pipe shall be C900 PVC SDR 26, in accordance with ASTM D 3034 for diameters up to and including 12 inches and ASTM F 679 for

diameters 14 to 24 inches. All plastic pipes entering or leaving a manhole shall have a standard gasket, as supplied by the pipe manufacturer, firmly clamped around the pipe exterior and cast into the concrete structure base as a water stop. Connect to existing sewers with Fernco 5000 Series Back (RC) coupling, or equivalent.

B. VITRIFIED CLAY PIPE (NOT USED)

Vitrified clay pipe shall be Extra-strength Vitrified Clay pipe in accordance with ASTM C-700. Pipe for microtunneling shall be vitrified clay jacking pipe with stainless steel joint bands and pushing cushions between pipes.

C. POLYMER CONCRETE

Polymer Concrete pipe shall be in accordance with ASTM 6783.

D. HIGH-DENSITY POLYETHYLENE PIPE

Pipe and fittings shall conform to the requirements of AASHTO M294.

The inside diameter, minimum wall thickness and minimum pipe stiffness shall be as specified in Table 207-18.3 of SSPWC.

1201-2.2 MANHOLES

Pre-cast concrete manholes and vaults shall be installed in accordance with the City of Oxnard Standard Plates 400 and 412 except as modified on the Plans or in these Special Provisions.

1201-2.3 SERVICE LATERALS

PVC C-900 Class 200 for 4”-6” diameter per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies.

1201-2.4 FORCE MAIN

Sewer force main pipe shall be rubber gasket, or thermal butt fused PVC pipe per AWWA C-905 Class 165.

1201-2.5 PIPE IDENTIFICATION PRODUCTS

All sewer pipes shall have a continuous detectable tape installed above the pipe. The tape shall consist of aluminum foil laminated on both sides in plastic. Tape shall be 6” wide with 3” lettering. Color Code and black lettering shall be: Green with “CAUTION: SEWERLINE BURIED BELOW”. Tape shall be Harris Industries Detectable Underground Tape, or equal.

1201-2.6 DELIVERY AND TEMPORARY STORAGE OF PIPE

Pipes shall be shipped, stored, and placed at the installation site with uniform support of the pipe. Avoid scratching the pipe surface. Do not stack higher than 4-feet nor stack with weight on bells. Cover ALL PLASTIC PIPES to protect from sunlight.

Contractor shall not install gouged or scratched pipe which shows a clear depression.

## 1201-3 CONSTRUCTION

Excavation and backfill for structures shall be in accordance with SSPWC Section 300-3, City Standard Plate 602, and these Specifications and Special Provisions.

The trench bottom shall be graded to provide a smooth, straight, firm and stable foundation at every point throughout the length of the pipe. Bedding material shall be a minimum of 6" below the pipe. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all loads and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Except as required to replace unsuitable material, any excavation carried below the sub grade shown or ordered, shall be refilled to the required grade with selected material approved by the Engineer and compacted by approved mechanical means to obtain a firm sub grade. Such work shall be performed by the Contractor at his own expense.

All sub grade and/or natural soils sub grade material shall be compacted to obtain a firm sub grade before installing pipe.

Should the width of the trench exceed the permissible limits set forth herein or shown on the Plans, the Contractor shall, at his own expense, bed, grade, and backfill the pipe as shown on the Plans and as directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. To the maximum possible extent, free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

During trench excavation, place the excavated material only within the working areas. The Contractor shall conform to federal, state, and local codes governing the safe loading of trenches with excavated material.

### 1201-3.1 PIPES

Pipes shall be constructed per these Specifications and Special Provisions.

#### 1201-3.1.1 PIPE CLEANING

All portions of the pipeline which have been constructed under this contract shall be cleaned of all sand, mortar, cement, bricks, and all other construction material, debris, dirt, mud and silt before starting the testing.

#### 1201-3.1.2 LEAKAGE TESTING

The Contractor shall conduct leakage testing on the gravity sewer pipeline by the low-pressure air test method in accordance with Section 306-7.8 of the SSPWC.

1201-3.1.3 INFILTRATION TESTING

In the event that ground water is present during construction, the gravity sewer pipe shall be subjected to an infiltration test performed in accordance with Section 306-7.8.2.3 of the SSPWC.

1201-3.1.4 FAILURES OF TESTING

Any pipe that fails the pressure or infiltration testing shall be removed, replaced and retested. The entire reach between manholes shall be retested.

1201-3.1.5 ROUNDNESS TESTING

The gravity sewer pipe shall be tested for roundness by pulling a mandrel in accordance with Section 306-7.8.3 of SSPWC. The mandrel shall move smoothly throughout the pipe without sticking. Remove and replace any pipe that fails to meet the mandrel test.

1201-3.1.6 VIDEO INSPECTION

Closed circuit television (CCTV) inspection is required prior to and after rehabilitation per 500-3.4 of the SSPWC.

The gravity Sewer pipe shall be video inspected as follows:

A. Introduce water into the upstream end of the pipe until water flow is seen exiting the reach to be inspected. Discontinue water flow and perform a video recorded inspection of the pipe in DVD format.

B. Pipe will be considered acceptable when the video camera records no ponding of water (except in joint recesses) within the pipe, no breaks in the pipe and no openings or breaks at the joints, and the pipe is clean and free of dirt and debris.

C. Remove and replace, or readjust to grade, or clean any pipe failing to meet the acceptable video requirements.

D. At the completion of video inspection, one copy of the disc shall be turned over to the Owner Representative at the site.

Payment for pre and post CCTV inspection shall be paid for on a unit price basis as enumerated in the Bid Sheets.

1201-3.2 MANHOLES

1201-3.2.1 BASES

The Contractor shall construct and install manholes per the City of Oxnard Standard Plates 400 and 412 with the following additions:

A. The base shall extend a minimum of 12" beyond the outside edge of the first manhole ring. Excavate for the manhole, and install a 12-inch thick coarse-graded, processed miscellaneous base material, per SSPWC Section 200-2.5. Base material shall extend 1-foot beyond the outside edge of the concrete manhole base. The base material shall be compacted to 90% relative compaction.

B. Lay inlet and outlet pipes to line and grade. Support pipes from movement while placing concrete. Form manhole base around pipes and invert channel between pipes. Invert channels between pipes shall provide uniform curvature and fall across the channel in the direction of flow. Pour concrete base as one monolithic section. Channels shall vary uniformly in size and shape from inlet to outlet.

C. Obtain a form from the Manufacturer of the precast manhole and trowel a groove into the top of the base to receive the first pre cast section.

D. Connection of new and exist sewer lines and extending exiting sewer lines to the new man hole per City Standard Plate 401.

E. Performance of trench safety per Section 1902-2 of this Specifications and Special Provisions.

1201-3.2.2 SHAFTS AND LINERS

Each shaft section shall have the liner installed and properly joined at the place of pre-casting before arriving on the project site. As each shaft is installed and joined, the liner shall also be joined to the section immediately below. Joining of liner shall be in accordance with manufacturer's recommended method except as indicated above.

1201-3.2.3 MANHOLE TESTING

The Contractor shall test manholes and wet well by the vacuum method in accordance with ASTM C1244. The manhole test shall be considered as passing when the time for the specified pressure drop exceeds the times calculated by the above formulas. When the time is less than that calculated, the test shall be considered failing. The Contractor shall reconstruct the manhole or rehabilitate the joints and retest the manhole.

Acceptable manhole tests shall be conducted after backfill and compaction and after the liner has been applied.

1201-3.2.4 CONNECTION TO EXISTING LINES

The method of making connections to existing lines shall be approved by the Engineer prior to construction. PVC pipe connections into new concrete manholes shall be made using Kor-n-seal boot or equal.
See City Standard Plate 401.

Rubber water-stops used in pipe-to-manhole joints, shall be rings of resilient material that will fit snugly over a pipe. The resilient material shall be held firmly against pipe surface by means of a stainless steel mechanical take-up device which, when tightened, will compress the resilient material or, by a stretch, fit. The rubber water stop shall be designed and installed so that leakage between pipe and manhole is eliminated. Material and manufacture of water-stops shall conform to applicable provision of the ASTM Standard Specifications for Resilient Connectors between Reinforced Concrete Manhole Structure and Pipes, ASTM C923.

1201-4 MEASUREMENT AND PAYMENT

Payment for the construction of sanitary sewer pipes will be measured by the linear foot (LF) along the line of the pipe. The length to be paid for will be the horizontal length.

The contract price paid per linear foot for sanitary sewer pipe of the size or sizes shown in the Bid Schedule of Work and Prices shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for doing all the work involved in installing sanitary sewer lines, beveling, backfilling, compaction, repaving where required, tenting, clearing and inspection, connections to manhole, replacing existing improvements to be replaced; for dewatering; for excavation and performing trench safety per Section 1902-2; and for doing all the work to furnish and install a sanitary sewer pipeline complete in-place, and operational. .

Manholes will be measured as individual units of the type, size, and shape shown on the Plans and specified in these special provisions. The accepted number of manholes, measured as provided above, will be paid for at the respective contract unit prices per Bid Schedule of Work and Prices for each for furnishing all materials and for all form work, all excavation and performing trench safety per Section 1902-2, dewatering, disposal of surplus material, and for all labor, equipment, tools, manhole testing, including connection of new or exist sewer lines, extending exiting sewer lines to the new man hole and incidentals necessary to complete the work.

1206 SEWER LATERAL RECONNECTION AND REMODELING

1206-1 SCOPE OF WORK

The work under this Section covers all labor, materials, tools, equipment and incidentals to reconstruct, modify, remodel and reconnection of the affected existing sewer laterals in conflict with the sewer line, storm drain line and/or water line construction. All work shall conform to the applicable details as shown

on the Standard Plans and Plates, and the applicable provision of the Standard Specifications and these Special Provisions.

1206-2 WORK TO BE ACCOMPLISHED

The Contractor shall be responsible to verify the exact location of the sewer lateral. The Contractor shall repair or replace all sewer laterals which are damaged or removed as a result of its construction operations at his cost, with C-900 Class 200 plastic pipe a minimum length of 10 feet or the full width of the trench, (the greater of the two) with a minimum diameter of 4" per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies. The flow lines at the end points shall be matched, and strong-back full-circle clamps shall be used to make the connections. The backfill at all sewer laterals crossing over the water main shall be a 2-sack mix slurry.

Seventy-two hours prior to beginning the work on any house lateral, the Contractor shall notify the construction inspector so that affected residents can be notified. Lateral reconnection shall be made with a minimum inconvenience to the residents. Under no circumstances will sewage be allowed to be discharged into open trenches. Temporary bypasses shall be utilized to minimize inconvenience and to eliminate sewage discharge into open trenches.

All sewer and water crossing shall observe sanitary separation and protection requirements for water and sewer facilities.

Existing house connections that are damaged during construction which; is not in conflict with the installation of new sewer pipe line shall be repaired by the Contractor without extra payment.

Sand cushioning shall be placed between sewer lateral and existing storm drains or water lines within 12 inches of each other as directed by the Engineer.

After the sewer house lateral is exposed and is determined there is no conflict with the storm drain line and/or water line, these sewer laterals will be protected in place.

1206-3 MEASUREMENT AND PAYMENT

The measurement and payment for performing the work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools and incidentals necessary to modify, remodel and reconnect the existing sewer lateral to the sewer main complete in place including removal of obstruction excavation, dewatering, temporary sewer by-pass, all pipes and fittings, and necessary work as specified by the Engineer.

1207 SEWER PIPELINE REPAIR/REPLACEMENT

1207-1 SCOPE OF WORK

The work under this Section specifies the repair and/or replacement of a portion of sewer pipeline as shown on the Plans or as directed by the Engineer. The Contractor shall temporarily bypass the sewer flow around the work.

The work shall include excavation, dewatering, pipe repairs or replacement, backfilling, surface restoration, temporary flow bypassing, sewer dewatering, and traffic control.

## 1207-2 MATERIALS

The pipe and repair materials shall be the same as the host pipeline unless otherwise indicated, and shall comply with Section 1201-2 for the type and class required.

## 1207-3 SEWER BYPASSING AND DEWATERING

When required by the Contract Documents or the process, the Contractor shall bypass the sewer flow around the work and dewater the work area, in accordance with the Section 3-12.5 of the SSPWC and Section 1200-4 and Section 1200-9 of these Specifications and Special Provisions.

## 1207-4 CONSTRUCTION

Trenching and excavation shall conform to Section 1200 of these Specifications and Special Provisions.

The installation of the replacement pipe and/or repair work shall conform to Section 1201 of these Specifications and Special Provisions.

Existing vitrified clay pipe sewer line connection to new or existing sewer manhole shall be per 500-5.2 of the SSPWC.
Where existing vitrified clay pipe connects with the outside face of a manhole wall, a pipe joint or coupling shall be provided a maximum of 12'' from the face of the wall such that slight flexibility or motion can take place in or near the plane of the wall face.

All pipeline repairs/replacement shall be inspected and measured by the Engineer prior to any backfilling and compaction and leak testing/CCTV inspection prior to placing of permanent resurfacing.

Pipeline cleaning shall be performed per 500-3 of the SSPWC.

## 1207-5 MEASUREMENT AND PAYMENT

Sewer pipeline repair/replacement will be paid for at the Contract Unit Price per linear foot (LF).

Pipeline repair/replacement shall be measured along the longitudinal axis between the ends of the pipeline, as shown on the Plans or as directed by the Engineer, and shall not include the inside dimensions of structures.

The Contract Unit Price per linear foot (LF) for pipeline repair/replacement shall be considered full compensation for furnishing and installing all fittings, connections, seals, and special work shown on the Plans and in the Specifications. Additionally, the Contract Unit Price shall include all labor, materials, and equipment required; removal of interfering portions of existing sewers, and other improvements; closing or removing of abandoned pipelines and structures, if required CCTV inspection and/or leak testing; excavation of the trench and/or access/insertion pits; control of ground and surface waters; preparation of the subgrade; placing and joining of pipe, including any necessary annular space grouting; backfilling of the trench and/or access/insertion pits; temporary flow bypassing; temporary and/or permanent resurfacing; and all other work necessary for pipeline repair/replacement, complete and in place.

## 1208 REMOVAL AND DISPOSAL OF EXISTING STRUCTURES

Removal of surface improvements shall conform to 300-2.2.1 of the SSPWC.

Structures shown on the Plans to be removed shall be removed to the full depth of the structure, including its foundation. When manholes are to be removed, empty and dispose of the removed contents in a legal manner. All existing materials removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis. The streets shall not be used as a storage area for the removed structures.

All trench excavations and voids resulting from the removal of existing structures shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete. All work shall be performed in accordance with the City Standard Plate 602.

Cover sets, gratings, and other steel components (except reinforcing bars) of removed structures shall be salvaged. The Contractor shall contact the component owners and, if requested, shall load such material onto an owner-furnished truck at the Work site. Otherwise, such material shall become the property of the Contractor and shall be disposed of off the Work site.

The measurement and payment for performing the work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

Payment is full compensation for all work involved in the removal and disposal of structures, including flushing and removal of sewage, excavation and backfill, pavement restoration, and for all labor, equipment, tools, and incidentals necessary to complete the work.

## 1209 ABANDONMENT OF EXISTING SEWER LINES AND STRUCTURES

Abandonment of existing sewer line conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

The work covered by this item consists of the abandonment of existing sewer lines and structures, at the locations shown on the plans.

Where a sewer line is to be abandoned as shown on plans, the Contractor shall furnish and install the necessary materials to concrete plug both the upstream and downstream manhole inverts, or as directed by the Engineer to properly abandon the sewer line. The abandoned sewer line shall be plugged on each end and filled completely with cement-based grout or flowable fill of at least 100 psi in strength, or as directed by the Engineer. The method shall adequately provide for the removal and legal disposal of existing sewer materials in the system and shall provide for the release of air.

When manholes are to be abandoned, empty and dispose of the removed contents in a legal manner, the upper portion shall be excavated to remove the cone, frame, and cover. The manhole shall be perforated at the base to prevent the entrapment of water and backfilled with suitable material and compacted to a 95% relative compaction and the pavement shall be reconstructed with asphalt concrete. All work shall be performed according to City Standard Plate 602.

The measurement and payment for performing the work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

Payment is full compensation for all work involved in the abandonment of the existing sewer lines including removal and disposal of sewage, concrete plug, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment is full compensation for all work involved in the abandonment of the existing manholes including removal and disposal of sewage, excavation and backfill, pavement restoration, and for all labor, equipment, tools, and incidentals necessary to complete the work.

## 1300 STORM DRAIN PIPE CONSTRUCTION – GENERAL

### 1300-1 SAW CUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within Work limits shall be performed by the Contractor using equipment which; will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 4 feet or less from the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number 5 dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxies into the existing cross gutter. The Contractor shall remove and dispose of outside of the right-of-way all damaged existing improvements caused by the Contractor's operations.

### 1300-2 DEWATERING OF TRENCHES AND EXCAVATIONS

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level minimum 4 feet below the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by

temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes. The Contractor shall be responsible to verify the groundwater elevation. (See Section 1800 for compliance with SWPPP) A discharge permit is required for dewatering ground water and discharging it to the storm drain system.

Dewatering shall consist of removal of surface water and/or ground water and/or water from existing or abandon pipes from the construction site as needed to perform the required construction in accordance with the specification.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into City owned storm drains, channels or natural water courses. If the proposed disposal location is a sanitary sewer, the contractor shall obtain a dewatering permit from City's water quality manager. The dewatering "plan/system of plans" consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

1300-3 TRENCH EXCAVATION

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the Standard Specifications. The trench shall be excavated to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or

adjacent to traveled lanes. Free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed of by it at its own expense.

Any asbestos cement pipe or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any asbestos cement pipe (ACP) shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This work shall consist of performing all operations necessary to excavate all materials (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), regardless of character and subsurface conditions, and no separate payment will be made therefor.

1300-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the work. One block or 500 feet, whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1301-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1301-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1300-4 PIPE BEDDING

Sand bedding shall be used in all pipe installations, except as noted in the Special Provision, to a minimum depth of 6 inches below the bottom of the pipe to the pipe spring line. Where ordered by the Engineer or Inspector, additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps and other deleterious material. Only where additional bedding and over-excavation is ordered shall the Contractor receive additional compensation for such work and materials. This compensation shall be only for the volume of over excavation ordered beyond the limits shown on Standard Plate Nos. 602, and as modified below.

In the pipe zone, from the pipe spring line to 12 inches above the top of the pipe, the fill shall be of approved excavated sand or imported sand with a sand equivalent of 30 minimum. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 95% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jettying shall not be used unless the backfill material and the adjacent native materials have a sand equivalent of not less than 30.

1300-5 BACKFILL

The backfill on the pipe zone section 12-inches above the top of pipe shall be with a minimum sand equivalent of 30 or greater in accordance with City Standard Plate 602. The backfill zone material shall have a sand equivalent of 20 or more and shall be free from ashes, refuse, rocks, vegetable or organic material. Contractor shall use backfill alternative if native soil is below sand equivalent of 20.

Backfill zone shall be in accordance with City Standard Plate 602 except that the backfill of pipe trench on all major arterial streets shall be a one-sack cement slurry.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

1300-5.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

1300-6 COMPACTION TESTS

The relative compaction shall be in accordance with the ASTM D1557 Method and will be determined by a consultant retained by the City.

The City will obtain the services of a soils engineering consultant to make compaction tests throughout the length of the Work. All first tests (at each location) that meet the compaction requirements will be paid for by the City.

All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

1300-7 STREET RESURFACING

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC and in accordance to City Standard Plate 602.

All trenches shall be paved on a daily basis with cold mix. Payment for temporary pavement shall be included in the payment of the underlying pipe.

Existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before repaving commences. If the storm drain pipe is 5 feet or less from the curb, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the pipe installation. Where required by the Engineer, or shown on the Plans, pavement removed shall be saw cut prior to repaving.

All pavement distresses areas due to trench excavation shall be milled and paved and all pavement settlements due to trench excavation shall be repaired per engineer's direction prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement, and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base

thickness as directed by the Engineer. The Contractor shall verify the extent of the concrete streets and alleys as shown on the Plans.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the streets facilities. Street improvements which; are damaged or destroyed in the process of the construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. The thickness of the base and A.C. pavement shall be in accordance with City Standard Plate 602.

1300-8 REMOVAL AND ABANDONMENT OF EXISTING CONDUITS AND STRUCTURES

Removal and abandonment of existing conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

1300-9 POTHOLE REQUIREMENTS.

1300-9.1 SCOPE OF WORK

The Contractor shall be required to pothole and expose all existing utility crossings and parallel utilities(4 feet wall to wall) to the proposed waterline and all point of tie-ins and other necessary utility investigations as required to perform the specified work whether the utility shown on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the Agency time to make any required adjustments. If changes are required, the Contractor shall allow the Agency a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No extra equipment, labor or material payment shall be paid for alignment changes due to failure to provide pothole information prior to pipe construction thereby causing addition work or delay.

Potholing and preparation of the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new waterline construction. The Engineer may request additional potholes as needed.

1300-9.2 SUBMITTAL

The Contractor shall provide the Engineer a written complete pothole report listing the following information: Street or alignment name, pothole #, station #, existing ground elevation, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**. No separate compensation will be provided to the Contractor for such work.

## 1302 STORM DRAIN MAIN AND LATERAL

### 1302-1 SCOPE OF WORK

The Work under this Section shall consist of all labor, materials, tools, equipment and incidentals necessary to construct storm drain main lines and laterals. All Work shall conform to the details of the Plans, Standard Drawings, applicable Provisions of the SSPWC, approved shop drawings and these Specifications and Special Provisions.

### 1302-2 PIPE MATERIALS

The storm drain pipe shall be installed in accordance with Section 306 of the SSPWC unless otherwise specified in these Special Provisions. Trench bottom shall be re-compacted to 90% and new bedding materials placed.

#### 1302-2.1 R.C.P. PIPE

R.C.P. shall be Class III or better in conformance with the SSPWC 207-2. Class III pipe is equivalent to 1350 D load with load factor of 1.9.

#### 1302-2.2 PVC PIPE

PVC pipe shall be DR 18 or better.

#### 1302-2.3 PLASTIC PIPE

All plastic pipe and fittings shall be as shown on drawing in conformance with Sections 207-17, Table 306-2.1 (A) of SSPWC and specification per ASTM D2321 Section 8.

#### 1302-2.4 HIGH-DENSITY POLYETHYLENE PIPE

Pipe and fittings shall conform to the requirements of AASHTO M294.

The inside diameter, minimum wall thickness and minimum pipe stiffness shall be as specified in Table 207-18.3 of SSPWC.

#### 1302-2.5 CORRUGATED METAL PIPE AND ARCHES

Corrugated metal pipe and pipe arches shall comply with the requirements as shown on the Plan and in conformance with the SSPWC Subsection 207-11.

Corrugated metal pipe and pipe arches shall be either corrugated aluminum pipe or corrugated steel pipe.

Corrugated metal pipe and arches include all necessary bends, wyes, tees, other branches, concrete collars or tees, and reinforcements.

## 1302-3 CONSTRUCTION

The storm drain pipe shall be installed in accordance with Section 306-1 and 306-7.7.2 of the SSPWC unless otherwise specified in these Specifications and Special Provisions. Trench bottom shall be re-compacted to 90% and new bedding materials placed. Backfill shall be in accordance with Plate City Standard Plate 602.

Prior to initiating construction, the existing underground utilities shall be potholed and their location and elevation verified. The potholing information shall be submitted a minimum of ten (10) Working Days prior to beginning construction of the storm drains.

The storm drains shall be constructed in accordance with Section 306-1 of the Standard Specifications and these Special Provisions.

The existing storm drain pipes to be replaced shall be removed in their entirety. Additional excavation shall be performed as necessary for the new pipes. If removal of the existing structures requires backfilling to the grade for the new structure, the void shall be filled with PMB and compacted to 95% relative compaction.

The new storm drain pipes shall be placed true to line and grade as indicated on the plans.

After placement or construction of the storm drains, the void between the sides of the pipe and the surrounding soil shall be backfilled with CLSM if the space between the structure and soil is less than 18 inches. If the void is greater than 18 inches, the void shall be backfilled with PMB and compacted to 95% minimum compaction.

The existing paving shall be restored with a minimum of six inches of asphalt concrete. The surface of the restored pavement shall match the existing surface prior to placement of the overlay. The manhole frames and covers shall be adjusted to the finished elevation of the overlay after resurfacing is complete. Asphalt concrete work shall conform to these special provisions.

After completion of the pipe installation, backfill, and paving; the contractor shall provide a video inspection of the pipeline (30” Dia. and lesser) by a pan and tilt type camera. The inspection shall be made in the presence of the City inspector. Videotape of the inspection shall be provided to the City.

All defects shall be repaired to the satisfaction of the City Inspector. After the repairs are made, the pipe shall be re-inspected by video camera.

## 1302-4 CLEANING OF PIPELINES

All portions of the storm drain system which have been constructed under this Contract shall be cleaned of all sand, mortar, cement, bricks, and all other material or debris.

## 1302-5 MEASUREMENT AND PAYMENT

The measurement and payment for performing the Work under this section will be made at the Contract Unit Price per linear foot (LF) as indicated on the Bid Sheets.

The Contract price and payment shall include full compensation for furnishing all labor, equipment, tools, materials and incidentals for the construction of storm drain pipe and storm drain lateral including: sawcutting; trench excavation and trench shoring/safety per Section 1902-2; dewatering; disposal of excavated materials; removal of obstructions; sealing joints; connections to new manholes; backfilling; pipe bedding; compaction tests; testing; flushing; restoration of improvements including permanent pavement; temporary pavement; tack coat; potholing & utility investigations; and all incidental work necessary to complete the installation of the storm drain as shown on the Plans and as specified in the Special Provisions and as directed by the Engineer.

The unit cost shall also include the cost of the video inspection.

# 1303 APPURTENANT STRUCTURES FOR STORM DRAIN LINES

## 1303-1 SCOPE OF WORK

The Work under this Section covers all labor, materials, tools, equipment and incidentals necessary to construct all appurtenant structures such as, but not limited to, manholes, junction structures, concrete collars, catch basins, modified structures, offset drain inlet, etc. All such Work shall conform to the details of the Plans and Standard Drawings or the sketches provided by the Engineer, the applicable Provisions on Section 303 of SSPWC, all approved shop drawings and these Special Provisions.

## 1303-2 WORK TO BE ACCOMPLISHED

New manholes, catch basins, offset drain inlets, junction structures, including forming and shaping base for storm drain lines shall be constructed in accordance with the details shown on the plans and these Special Provisions, as specified in the City Standard Plates, and as directed by the Engineer.

Precast Concrete Structures - Precast concrete pipe risers and pipe reducers, precast concrete sections, adjustment rings and tapered sections, pipe inlets and pipe manholes shall conform to City Standard Plate 513 or Plate 514 whichever applies.

The concrete class at 28-day strength shall be in accordance with Subsection 201-1.1.2 and the applicable Standard Plates. Where a discrepancy exists, the higher value shall apply.

Concrete collars per City Standard Plate 512

Cost for the construction of the local depression for side opening catch basin is included in the bid cost for Catch Basin.

When the manhole is located in the pavement area, it shall not be constructed to final grade until the pavement has been completed.

Manhole bottoms shall be cast-in-place. No pre-cast manhole bottoms will be allowed.

Offset drain inlet to be constructed per detail as shown on the plans. Cost of installing offset drain inlet shall include the construction of bollards.

All joints on the inside of structures and storm drain shall be neatly struck and pointed where plastering is not specified on the plans.

The inside bottoms of new manholes, catch basins, junction structures and modified structures shall be shaped to provide channels conforming to the size and shape of the lower portion of the inlets and outlets of the manholes, the channels varying uniformly in size and shape from inlet to outlet.

Perform trench safety during excavation per Section 1902-2 of these Specifications and Special Provisions.

1303-3 MEASUREMENT AND PAYMENT

The quantities of precast concrete pipe manholes, catch basins, concrete collars, junction structures and modified structures will be determined as units from actual count. The payment of performing the Work under this section will be made at the Contract unit price per each (EA) Bid Item.

Full compensation for structure excavation, dewatering, trench safety, structure backfill, bar reinforcing steel, concrete required for concrete cradles, pipe reinforcement, pipe support walls, miscellaneous iron, steel frames and covers and storm drain grates will be considered as included in these items of Work and no separate payment will be made therefore.

Full compensation for all capping open ends of pipe, joining of pipe to other pipe or structure, cutting off existing storm drain line & shaping bottoms of new manholes/catch basins, utility support and protective work operations required to accommodate or safeguard public traffic, shoring and/or sheet piling and any other incidental Work and material required to construct the drainage system shall be considered as included in the prices paid for the various contract items of storm drain and no additional compensation will be allowed therefore.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in construction of drainage structures complete-in-place, including temporary and permanent surfacing of the pavement, connection of drainage structure to exist storm drain line, type and color to match the adjoining pavement, resetting frame and cover to final finished grade of the pavement as shown on the Plans and as

specified in these Specifications and Special Provisions, and as directed by the Engineer.

1304 NOT USED

1306 SEWER LATERAL RECONNECTION AND REMODELING

1306-1 SCOPE OF WORK. The Work under this Section covers all labor, materials, tools, equipment and incidentals to reconstruct, modify, remodel and reconnection of the affected existing sewer laterals in conflict with the storm drain line construction. All Work shall conform to the applicable details as shown on the Standard Plans and Plates, and the applicable provision of the Standard Specifications and these Special Provisions.

1306-2 WORK TO BE ACCOMPLISHED. If there is conflict between storm drain line and the flow line of the existing sewer house lateral, the sewer house lateral shall be cut and reconnected to the existing sewer main line per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies. There are approximately thirty sewer house lateral to be modified and reconnected as indicated in the Plans. Replacement pipe shall be of the same size, minimum of 4 inch. Seventy-two hours prior to beginning the work on any house lateral, the Contractor shall notify the construction inspector so that affected residents can be notified. Lateral reconnection shall be made with a minimum inconvenience to the residents. Under no circumstances will sewage be allowed to be discharged into open trenches. Temporary bypasses shall be utilized to minimize inconvenience and to eliminate sewage discharge into open trenches.

All sewer and water crossing shall observe sanitary separation and protection requirements for water and sewer facilities.

Existing house connections that are damaged during construction which; is not in conflict with the installation of new storm drain line shall be repaired by the Contractor without extra payment.

Sand cushioning shall be placed between sewer lateral and existing storm drains or water lines within 12 inches of each other as directed by the Engineer.

After the sewer house lateral is exposed and is determined there is no conflict with the storm drain line, these sewer laterals will be protected in place.

1306-3 MEASUREMENT AND PAYMENT.

The measurement and payment for performing the Work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Sheets.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools and incidentals necessary to modify, remodel and reconnect the existing sewer lateral to the sewer main complete in place including removal of obstruction, excavation and trench safety, dewatering, temporary sewer by-pass, all pipes and fittings, and necessary work as specified by the Engineer.

## 1400 WATER

## 1401 WATER MAIN CONSTRUCTION – GENERAL

### 1401-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment, and labor to saw cut existing pavement, perform trenching and earthwork operations, provide bedding, dewatering ground water or water in existing or abandon pipes, install the pipe in the size, type and quantity indicated in the plans and specification, and all fittings, elbows, tees, and thrust blocks, backfill, and restore all effected existing facilities and pavement, and perform all work in accordance with Section 1400 of these Specifications and Special Provisions, and City Standard Plates.

### 1401-1.1 MATERIALS

All materials and items to be used/installed shall conform to these Special Provisions and Water General Requirements of the latest edition of "City Standard Plates And Design Criteria for Public Works Construction".

Any material or item installed in the water system will be of American origin. Materials and other products manufactured (from ore to finish) outside of the legal boundaries of the United States are not acceptable and will not be installed in the City's water system. A certificate of origin and/or specification compliance may be required.

### 1401-1.2 SAWCUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within project limits shall be performed by the Contractor, using equipment which will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 3 feet or less from the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number five dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxied into the existing cross gutter. The Contractor shall remove and dispose of outside of the right-of-way all damaged existing improvements caused by the Contractor's operations.

### 1401-2 DEWATERING OF TRENCHES AND EXCAVATIONS

Dewatering shall consist of removal of surface water and/or ground water and/or water from existing or abandon pipes from the construction site as needed to perform the required construction in accordance with the specification.

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level 4-ft below the level of the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes.

The Contractor shall be responsible to verify the groundwater elevation.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The “plan/system of plans” consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

1401-3 TRENCH EXCAVATIONS

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the SSPWC.
Excavation shall include the removal of materials of any nature which interfere with the work including unsuitable materials, abandon existing pipes and structures shown on the plans or not.
The trench shall be excavated to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or adjacent to traveled lanes. Free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed at its own expense.

Any asbestos cement pipe or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall repair or replace all water laterals which are damaged or removed as a result of its trench excavations at his cost.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense. Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This Work shall consist of performing all operations necessary to excavate all materials of any nature (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), which interfere with the construction Work regardless of character and subsurface conditions, and no separate payment will be made therefor.

1401-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the Work. One block or 500 feet , whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1401-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1401-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1401-4 PIPE BEDDING

Sand bedding shall be used in all pipe installations to a minimum depth of 6 inches.

Where ordered by the Engineer or Inspector additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps, and other deleterious material.

Payment for this item shall be included in the payment for the pipe installation.

If soft, spongy, unstable, or other unsuitable material is encountered upon which the bedding material or pipe is to be placed, this material shall be removed to a depth ordered by the Engineer and replaced with bedding material suitably densified. Additional bedding so ordered, over the amount required by the Plans or Special Provisions, will be paid for as provided in the Bid.

The Contractor will receive additional compensation only when over-excavation is ordered by the Engineer. This compensation shall be only for the volume of over-excavation ordered beyond the limits shown on Standard Plate 602, and as modified below.

The pipe zone is defined as the area 6 inches from the bottom of the pipe to 12 inches above the pipe. The fill in the pipe zone shall be of approved excavated sand or imported sand with a sand equivalent of 30. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 90% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jetting shall not be used unless the backfill material and the adjacent native material have a sand equivalent of not less than 30.

If the necessity for such additional bedding material has been caused by an act or failure to act on the part of the Contractor or is required for the control of

groundwater, the Contractor shall bear the expense of the additional excavation and bedding.

1401-5 BACKFILL

The backfill on the pipe zone section 12-inches above the top of pipe shall be with a minimum sand equivalent of 30 or greater in accordance with Plate 602. The backfill zone material shall have a sand equivalent of 20 or more and shall be free from ashes, refuse, rocks, vegetable or organic material.

Backfill zone shall be in accordance with Plate 602 except that the backfill of pipe trench on all major arterial streets shall be a one-sack cement slurry.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

1401-5.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

1401-6 COMPACTION TEST

The relative compaction shall be in accordance with the ASTM D1557 Method C and will be determined by a consultant retained by the Agency.

The Agency will obtain the services of a soils engineering company to take compaction tests throughout the length of the project. All first tests (at each location) that meet the compaction requirements will be paid for by the Agency. All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

1401-7 STREET PAVEMENT REPAIR

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC and in accordance to City Standard Plate 602.

All trenches shall be temporarily paved with cold mix on a daily basis. Payment for temporary pavement shall be included in the payment for the underlying pipe.

Existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before milling and repaving is commenced.

If the edge of the water main trench is 5 feet or less from the edge of gutter or curb face whichever is less, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the water line installation, that is to say asphalt floaters of 5 feet or less shall be removed and replaced.
All pavement distresses areas due to trench excavation shall be milled and paved and all pavement settlements due to trench excavation shall be repaired per engineer's direction prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base thickness as directed by the Engineer.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the street facilities. Street improvements which are damaged or destroyed in the process of construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.1, and 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. Installation and compaction of aggregate base shall conform to Subsection 301-2 of the SSPWC.

The thickness of the base and A.C. pavement shall be in accordance with Standard Plate 602.

1401-8 CONNECTION TO EXISTING PIPING SYSTEM

In addition to the special provision section 1404-1, part 3-6. The Contractor shall be responsible for furnishing the labor and materials to connect to existing mains.

The Contractor shall be responsible for determining the horizontal and vertical location of the "point of tie-in", alignment, depth, material type, and size of existing installation.

All points of tie-in shall be verified prior to start of construction.

Forty-eight hours prior to making any connections to existing mains, the Contractor shall notify the Engineer and City Water Division Manager, under whose jurisdiction the connection is to be made, so that appropriate measures may be taken to assure proper operation of the system.

The City does not guarantee that closure of any existing valve(s) will provide a complete shut-off of water. Where such is the case, the Contractor shall provide a cap or means of shutting off the water to allow the connection to be made or to

permit the line to be abandoned. No additional compensation will be given if this is the case.

A dry connection to existing facilities shall be made at time which; have been scheduled with the Water Division and shall be planned in such a manner that the duration of any shutdown will be kept to a minimum. The Contractor will be responsible for coordinating the tie-ins with all affected parties. If necessary, to make connection outside of normal business hours, the Contractor shall notify the Inspector and the Water Division 48 hours in advance of its operations . When a dry connection to the existing main is made, connection shall be cleaned and disinfected per special provision section 1401-10.8.. All connections shall be made in the presence of the Engineer. No separate payment will be provided to the contractor for such work.

## 1401-9 PRESSURE AND LEAKAGE TESTING

### 1401-9.1 SCOPE

This section covers field hydrostatic pressure and leakage testing of piping. The term "piping" shall be used in this section to refer to piping systems, pipelines, or sections thereof.

### 1401-9.2 GENERAL

Unless otherwise specified, testing of piping shall be completed prior to final cleaning and disinfection.

Contractor shall notify federal, state, and local regulatory agencies to determine if any special procedures or permits are required for disposal of water used for pressure and leakage testing and to identify acceptable locations for disposal of the water. All requirements and costs associated with notifications and obtaining any discharge permit or approvals shall be responsibility of Contractor.

Engineer or Engineer's representative shall be present during testing and shall be notified of the time and place of testing at least 3 days prior to commencement of the work. All work shall be performed to the satisfaction of Engineer.

### 1401-9.3 TESTING SCHEDULE AND PROCEDURE

A testing schedule and test procedure shall be submitted to Engineer for review and acceptance not less than 21 days prior to commencement of testing. The schedule shall indicate the proposed time and sequence of testing of the piping. The testing procedure shall establish the limits of the piping to be tested, the positions of all valves during testing, the locations of temporary bulkheads, and all procedures to be followed in performing the testing.

### 1401-9.4 SPECIAL TESTING REQUIREMENTS

Special testing requirements include the following:

a) Unless otherwise acceptable to Engineer, the general sequence of work for each pipeline, or valved or bulkheaded section thereof, shall be as follows:

1. Initial flushing and cleaning of pipeline.
2. Filling pipeline.
3. Hydrostatic pressure and leakage testing.
4. Final cleaning, flushing

b) Unless otherwise acceptable, temporary bulkheads shall be provided during testing so that the test pressures are not applied to existing or new valves and hydrants, or to existing water lines, or to any portion of water lines installed under this Contract that have already been put into service.

c) A temporary pressure gauge shall be installed at each end of the limits of the pipeline to be tested.

d) The tests shall be conducted before connections are made to existing water lines, or to any portion of water lines installed under this Contract that have already been put into service.

e) Unless otherwise acceptable, upon completion of testing, connections made to existing water lines or to any portion that has been put into service of new water lines installed under this Contract, shall be visually inspected for leakage after placing the water line into service and before backfilling the connection.

f) If testing is permitted against a butterfly valve, the maximum differential test pressure across the valve seat (gate) in the closed position shall be 150 psi on Class 150B butterfly valves and 250 psi on Class 250 butterfly valves.

1401-9.5 WATER

Water for testing shall be furnished as stipulated in the Special provision, Section 1000-4. As a conservation measure, the water shall be collected for reuse in subsequent testing. Following completion of testing, the water shall be disposed of in a manner acceptable to Engineer. Unless otherwise permitted, the water shall be kept out of the remainder of the piping.

1401-9.6 TEST EQUIPMENT

All necessary connections between the piping to be tested and the water source, together with pumping equipment, water meter, pressure gauges, and all other equipment, materials, and facilities required to perform the specified tests, shall be provided. All required flanges, valves, bulkheads, bracing, blocking, and other sectionalizing devices shall also be provided. All temporary sectionalizing devices shall be removed upon completion of testing. Vents shall be provided in test bulkheads where necessary to expel air from the piping to be tested.

Test pressures shall be applied by means of a force pump sized to produce and maintain the required pressure without interruption during the test.

Water meters and pressure gauges shall be accurately calibrated and shall be subject to review and acceptance by Engineer.

Permanent gauge connections shall be installed at each location where test gauges are connected to the piping during the required tests. Drilling and tapping of pipe walls will not be permitted. Upon completion of testing, each gauge connection shall be fitted with a removable plug or cap acceptable to Engineer.

1401-9.7 FILLING AND VENTING

Before filling the piping with water, care shall be taken to ensure that all air release valves and other venting devices are properly installed and in the open position. Hand operated vent valves shall not be closed until an uninterrupted stream of water is flowing from each valve. The rate of filling the piping with water must not exceed the venting capacity of the installed air vent valves and devices.

1401-9.8 BLOCKING AND BACKFILLING

Piping shall be adequately blocked, anchored, and supported before the test pressure is applied.

1401-9.9 PVC PIPE PRESSURE TESTING

After the piping to be tested has been filled with water, the test pressure shall be applied and maintained without interruption within plus or minus 5 psi of test pressure for 2 hours plus any additional time required for Engineer to examine all piping being tested and for Contractor to locate any defective joints and pipe materials. All water pipe shall be tested at a test pressure of 200 PSI or as indicated on the drawings.

1401-9.10 PVC PIPELINE LEAKAGE TESTING

Following completion of pressure testing and acceptance by Engineer, the pipeline piping shall be subjected to a leakage test. The duration of the leakage test shall be 2 hours plus the additional time required for Engineer to make an accurate determination of leakage.

1401-9.11 PVC PIPE LEAKAGE TEST PRESSURE

The hydrostatic pressure maintained during the leakage test shall be at least 75 percent, but not more than 100 percent, of the pressure specified for pressure testing of the piping and shall be maintained within plus or minus 5 psi during the entire time that leakage measurements are being performed.

1401-9.12 PVC PIPE LEAKAGE MANAGEMENT

Measurement of leakage shall not be attempted until all trapped air has been vented and a constant test pressure has been established. After the pressure

has stabilized, piping leakage shall be measured with a suitable water meter installed in the pressure piping on the discharge side of the force pump.

1401-9.13 PVC PIPE ALLOWABLE LEAKAGE

The term "leakage", as used herein, refers to the total amount of water which must be introduced into the piping during the leakage test to maintain the test pressure.

No piping will be accepted if and while it exhibits a leakage rate in excess of that determined by the indicated formulas:

$$Q = 0.0068\ DLN \text{ (English units)}$$

Where

Q = allowable leakage in gallons per hour
D = nominal diameter of pipe in inches
L = length of section tested in thousand feet
N = square root of average test pressure in pounds per square inch

$$Q = 1.26 \times 10^{-6}\ DLN \text{ (Metric units)}$$

Where

Q = allowable leakage in liters per hour
D = nominal diameter of pipe in millimeters
L = length of section tested in meters
N = square root of average test pressure in kilopascals

Contractor shall submit calculations for allowable water leakage during hydrostatic test for each pipeline reach being tested based on the above specified criteria for Engineer's approval.

Whenever the piping to be tested contains pipe of different diameters, the allowable leakage shall be calculated separately for each diameter and the corresponding length of piping. The resulting allowable leakage rates shall be added to obtain the total allowable leakage for the entire piping.

All joints in piping shall be watertight and free from visible leaks during the leakage test. Each leak which is discovered within the correction period shall be repaired at the expense of Contractor regardless of the amount that the total leakage may have been specified in the allowable leakage rate during the leakage test.

If the leakage test indicates a higher than allowable leakage rate, Contractor shall locate and repair leaking joints and other defective work to the extent necessary to reduce the leakage to an acceptable value.
In the case of pipelines that fail to pass the prescribed leakage test, the Contractor, at his own expense, shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipelines, including but not limited to, excavating as necessary to locate and repair

leaks or other defects which may develop under test, replacing such excavated material, and making all repairs necessary to secure the required watertightness.

The pressure test shall be repeated until the pipe meets test requirements. The duration of the final test shall be not less than two hours. The cost of all water used in both testing and retesting shall be paid by the Contractor.

1401-9.14 WATER USED FOR PRELIMINARY CLEANING, FLUSHING AND TESTING

Debris free and dechlorinated water shall be disposed of into the City's sewer system or off the site in a legal manner using trucks or other means as acceptable to the City. The contractor shall obtain discharge permits from City's water quality manager and other applicable agencies.
The Contractor shall obtain an NPDES permit or comply with existing NPDES permit, if required to discharge into the City's storm drain system.

1401-9.15 SUBMITTALS

Procedure, material, and equipment to be used for cleaning and flushing of pipelines. Provide a layout plan showing locations of water connections, equipment, materials, and temporary components to be used for water conveyance, cleaning and flushing.

Procedure, material, and equipment to be used for performing hydrostatic test for pipelines. Provide a layout plan showing locations of water connections, equipment, materials, and temporary components to be used for water conveyance, and hydrostatic test.

Calculations for allowable water leakage during hydrostatic test for each pipeline reach being tested based on the specified allowable leakage criteria and approved pipeline shop drawings.

Test results and reports with details shall be submitted to engineer prior to acceptance of waterline piping system.

1401-10 CLEANING AND DISINFECTION

1401-10.1 GENERAL

Chlorination shall be in accordance with the instructions of the chlorinator manufacturer. All water pipelines shall be disinfected in accordance with the requirements of ANSI/AWWA C651 using the Continuous-Feed Method as modified herein prior to being placed into service.

The Contractor shall install required temporary facilities, including valves, blow- offs, bulkheads, blind flanges, manual air release valves, thrust restraining system, etc.

1401-10.2 CHLORINATION

A chlorine-water mixture shall be uniformly introduced into the pipeline by means of a solution-feed chlorinating device. Cement-mortar lined pipe shall not be filled with water until a minimum period of eight hours has elapsed after the last joint in any section has been made. An approved and tested reduced pressure principle backflow prevention assembly shall be installed on the water supply to prevent the strong chlorine solution in the line being disinfected from flowing back into the line supplying the water. The assembly shall be on the approved list of the County of Ventura Environmental Health Department and shall be tested prior to use by a tester approved by the County of Ventura Environmental Health Department. The assembly shall be as approved by the City.

Point of Application: Chlorine solution shall be applied at the beginning of the section to be chlorinated and shall be injected through a corporation stop, a hydrant, or other approved connection to ensure treatment of the entire system being disinfected. All required corporation stops and other plumbing materials necessary for chlorination or flushing of the main shall be installed by the Contractor.

Injection Rates: Potable water shall be introduced into the pipeline at a constant measured rate. Chlorine solution shall be injected into the potable feed water at a measured rate. The two rates shall be proportioned so that the chlorine concentration in the pipeline is maintained at a minimum concentration of 50 mg/l, with a minimum chlorine residual of 25 mg/l after 24 hours in the pipe. The concentration at points downstream shall be checked periodically during the filling to ascertain that sufficient chlorine is being added.

## 1401-10.3 CHLORINE RESIDUAL TEST

The City will make 24-hour chlorine residual tests. The City will notify the Contractor of the chlorine test result. Chlorinated water shall be retained in the pipeline for at least 24 hours. After the chlorine-treated water has been retained for the required time, the free chlorine residual at the pipeline extremities and at other representative points shall be at least 25 mg/l.

After the chlorine solution applied by the continuous feed method has been retained in the pipeline for 24 hours, samples shall be taken at air valves and other points of access to confirm that a minimum chlorine residual of 25 mg/l exists along the pipeline.

## 1401-10.4 BACTERIOLOGICAL TESTS

Bacteriological tests shall be taken every 1,000 feet on the main line and in accordance with AWWA “Standard Methods for the Examination of Water and Wastewater” and AWWA 651-14, Sec. 5.1 specifications, and shall show the absence of coliform organisms, and in conformance with the State Department of Health Services And State Water Resources Control Board requirements.

## 1401-10.5 REPETITION OF TEST

The disinfection testing procedure shall be repeated if the initial tests fail to produce satisfactory results. Two consecutive satisfactory test results shall be required after any unsatisfactory test. The Contractor shall be responsible for all costs of re-disinfection and retesting due to test failure, without additional cost to the City.

1401-10.6 CHLORINATING VALVES

During the process of chlorinating the pipelines, all valves and other appurtenances shall be operated while the pipeline is filled with the heavily chlorinated water.

1401-10.7 FINAL FLUSHING

Final Flushing shall be done by the Contractor after he has been notified of a satisfactory chlorine residual test by the City. After the applicable retention period, the heavily chlorinated water shall be flushed from the pipeline until chlorine measurements show that the concentration in the water leaving the pipeline has a chlorine value around 2.0 mg/l of the replacement water generally prevailing in the system or is acceptable for the intended use.

1401-10.8 DISINFECTION OF CONNECTIONS

Pipe and appurtenances used to connect existing and new water pipelines and short reach (10' or less) of new pipe used for replacement of existing pipe shall be spray-disinfected using a 3+ percent solution of chlorine just prior to being installed in accordance with ANSI/AWWA C651.

1401-10.9 NEUTRALIZATION OF CHLORINATED WATER

Neutralizing and disposing of chlorinated water shall be in accordance with Appendix "C" of ANSI/AWWA Standard C651 and General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Water requirements.

Contractor shall notify federal, state, and local regulatory agencies to determine if any special procedures or permits are required for disposal of neutralized or diluted chlorinated water from the final flushing of pipelines and to identify acceptable locations for disposal of the flushing water.

1401-10.10 PERMITS

Debris free and dechlorinated water shall be disposed of into the City's sewer system or off the site in a legal manner using trucks or other means as acceptable to the City. The contractor shall obtain discharge permits from City's water quality manager and other applicable agencies.
The Contractor shall obtain an NPDES permit or comply with existing NPDES permit, if required to discharge into the City's storm drain system.
All requirements and costs associated with notification and obtaining any discharge permits shall be the responsibility of the Contractor.

## 1401-10.11 SUBMITTALS

Cleaning and Disinfection Plan: Contractor shall submit a detailed Cleaning and Disinfection Plan to engineer 14 days prior to starting any cleaning and disinfection work. The plan shall cover the method and procedure proposed, necessary coordination, sequence of operations, the limits of the pipelines to be cleaned and disinfected, lay-out plan, the positions of all valves, chlorine injection location, sampling station location, location of temporary bulkheads, materials and quantities of each to be used, equipment to be used, manner of filling and flushing the pipelines, potable water source, method of metering the water, neutralization and disposal of wasted water, qualifications of firms performing tests and all other methods and procedures to be followed in performing the cleaning.

Test result: Unless otherwise specified, Copies of all test results shall be submitted to engineer prior to acceptance of waterline piping system.

## 1401-11 THRUST BLOCKS

Thrust blocks to resist any movement in mains and fittings installed under this Contract shall be placed at all rubber ring valves, rubber ring fittings, reducers, tees, crosses, ends, and dead ends, including plug and blow-off assemblies in accordance with pipe manufacturer's recommendations and as shown on Standard Plate 320.

All thrust blocks shall be cast-in-place with a bearing surface in accordance with Standard Plate 320. All bearing surfaces of thrust blocks shall be installed against undisturbed soil. Concrete shall be Class 520-C-2500 per Subsection 201-1.1.2 of the SSPWC.

Payment for thrust blocks shall be considered to be included in the price paid for other items of work at no additional compensation will be allowed therefore.

In lieu of thrust blocks, joint restraints by EBAA IRON or equal may be used. Restrained joints per special provision section 1404-2.2 and shall be approved by the engineer.

## 1401-12 UTILITY CROSSING

Changes in alignment and grade of the water line or changes in the fittings at connections due to utility crossings shall be approved by the Engineer. Offset (If needed) shall be installed per City Std. Plate 313. The cost incurred in making utility crossings, whether or not the utilities are shown on the Plans, shall be included in the price bid for other items of work. Blow off and AVAR valve will be paid per their bid unit cost.

The Contractor's attention is directed to the fact that there will be no direct payment(s) or compensation for installing the water main at extra depth to achieve minimum clearance from existing or new utilities to accomplish the intent of the Plans.

Sewer and water line crossings shall meet the requirements of the State Health Department.

The Contractor shall be responsible to notify and coordinate the repair/replacement work on all utilities to the **respective owners**, which may affect or be affected by construction operations.

1401-13 SALVAGE OF MATERIALS

The Contractor shall salvage the fire hydrant head where indicated in the Plans or Specifications. If possible the spool, bury, and appurtenances shall also be salvaged as directed by the Engineer. The Contractor shall remove and salvage valve covers and frames from all mains being abandoned or removed from service. Where the mains are removed or abandoned the Contractor shall salvage the valves. Contractor shall also salvage any meters that are to be replaced. The Contractor shall deliver the salvaged materials, to the Water Yard at 251 South Hayes Avenue.

The Contractor shall notify the Inspector in advance of its delivery to the Water Yard.

1401-15 SEWER LATERAL CROSSING

The Contractor shall be responsible to verify the exact location of the sewer lateral.

The Contractor shall repair or replace all sewer laterals which are damaged or removed as a result of its construction operations at his cost , with C-900 Class 200 plastic pipe a minimum length of 10 feet or the full width of the trench, (the greater of the two) per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies. The flow lines at the end points shall be matched, and strongback full-circle clamps shall be used to make the connections. The backfill at all sewer laterals crossing over the water main shall be a 2-sack mix slurry.

1402 OPERATION OF THE WATER SYSTEM DURING CONSTRUCTION
(Not a Bid Item)

The Contractor shall be responsible to keep all services, fire lines, and fire hydrants in service during the construction operations. The Contractor shall contact the affected parties and make arrangements if the water supply will be off temporarily, not more than 4 hours during the course of the Work.

If any fire hydrants or fire lines will be affected by the Contractors operations, the Contractor shall contact with City of Oxnard Fire Department and make any arrangements necessary.

The Contractor may be required to work during non-working hours when making a connection to a commercial establishment, hospital, clinic, or any other party requiring continuous source of water for vital operations. The Contractor shall be

responsible to coordinate and arrange for the connections. Contractor shall not operate any water valves except in an emergency.

This is a general requirement of the Contract. No separate compensation will be provided to the Contractor for such work.

1403 REMOVAL AND DISPOSAL OF PIPE MATERIALS

All existing water mains removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis. The A.C.P. water main shall be disposed of as noted in Section 1401-3 of these Special Provisions. The streets shall not be used as a storage area for the existing mains.

All trench excavations and voids resulting from the removal of existing pipes shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete.
All work shall be performed in accordance with the City Standard Plate 602.

Payment per special provision section 1407-3

1404 POLYVINYL CHLORIDE (PVC) PRESSURE PIPE

1404-1 PART 1 - GENERAL

1404-1.1 SCOPE

This section covers the furnishing and installation of 4 through 30 inch buried polyvinyl chloride (PVC) pressure pipe for recycled water service. PVC pressure pipe shall be furnished complete with all fittings, jointing materials, anchors, blocking, encasement, and other necessary appurtenances.

Pressure and leakage tests, cleaning, and disinfection, are covered in other sections. Pipe trenching, bedding, and backfill are covered in the Trenching and Backfilling section.

Pipe shall be furnished where indicated in the pipeline schedule or where indicated on the drawings.

1404-1.2 GOVERNING STANDARDS

Except as modified or supplemented herein, all PVC pressure pipe shall conform to the applicable requirements of ANSI/AWWA C900 and C905.
The supplementary information required in the governing standards is as follows:

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|---|---|
| Affidavit of Compliance | Required |
| Plant Inspection | Required |
| Special Markings | Not required |
| Special Preparation for Shipment | Not required |
| Certification | Required |

1404-1.3 QUALIFICATIONS

Manufacturer shall be ISO-9001 certified with five years' experience in the manufacture of PVC pipe and fittings in the US. Manufacturer must demonstrate a minimum of 10 comparable projects within the last 5 years where their pipe has been installed. All pipes and fittings shall be fabricated at one company facility for quality control purposes.

The pipe manufacturer shall provide the services of an experienced, competent, and authorized representative to visit the site at the commencement of the work to advise and consult with the Contractor during joining and installation of the pipe. The manufacturer's representative shall not directly supervise Contractor's personnel, and Contractor shall remain responsible for the pipeline work.

1404-1.4 TESTING

The Owner may perform testing on pipe delivered to the site. Testing may be performed on a sample from each lot or on samples from a selection of the lots of pipe delivered to the site. The samples shall be made available to the Owner at the Contractor's cost plus overhead and profit, calculated as follows:

$$C = l * UC/L$$

where:

C = sample cost
l = sample length
UC = cost per standard pipe length, including 15% OH&P
L = length of standard pipe length

Sample lengths are expected to be approximately 4 feet.

Tests the Owner may perform are:

Axial Tensile Properties (ASTM D638)
Dimension Measurements (ASTM D2122)
Flattening (ASTM D2412)
Acetone Immersion (ASTM D2152)

Pipe failing to meet expected testing results as defined by the independent testing laboratory may be rejected by the Owner. Installation of pipe prior to test results being reported to the Owner, shall be at the Contractor's risk. The

Contractor shall reimburse the Owner for the cost of samples, tests, and shipping of pipe samples that fail to meet the expected testing results.

The Contractor shall allow a testing period of 2 weeks in the Progress Schedule, which will commence from the time the sample(s) are provided to the Owner.

1404-1.5 SUBMITTALS

Drawings and data shall be submitted in accordance with the Submittals section. Drawings and data shall include, but shall not be limited to, the following:

| |
|---|
| Gasket material. |
| Pipe length. |
| Manufacturer's hydrostatic proof test results for each length of pipe in each lot from which pipe shall be provided for the Project, and results from dimension measurements, flattening tests, and extrusion quality tests performed in accordance with the governing standard, for each lot from which pipe is provided for the Project. Test results shall be submitted in Microsoft Excel format on CD, and shall include a summary of the number of lengths in each lot that fail the test and the total number of lengths in each lot. The submittal shall also include a listing of the number of lengths of pipe provided from each lot.<br>Affidavit of Compliance (ANSI/AWWA C900, Sec. 6.3). |
| Affidavit of Compliance (ANSI/AWWA C905, Sec. 6.3). |
| Certification (ANSI/AWWA C900, Sec. 4.2.3). |
| Certification (ANSI/AWWA C905, Sec. 4.2.3). |

1404-1.6 DELIVERY, STORAGE AND HANDLING

Shipping shall be in accordance with the Shipping section. Handling and storage shall be in accordance with the Handling and Storage section.

Pipe, fittings, and accessories shall be handled in accordance with Chapter 6 of AWWA Manual M23, to ensure installation in sound, undamaged condition. Pipe shall not be stored uncovered in direct sunlight.

1404-2 PRODUCTS

1404-2.1 DIMENSIONS

The dimension ratios (DRs: outside diameter to wall thickness) of PVC pressure pipe shall be as indicated on the drawings

1404-2.2 MATERIALS

| | |
|---|---|
| Pipe | ANSI/AWWA C900 or C905; cast iron pipe OD, 200 psi pressure rating, dimension ratio as specified herein. |
| Fittings | Ductile iron; ANSI/AWWA C110/A21.10, 250 psi pressure rating, except shorter laying lengths will be acceptable. Compact D.I. fittings will not be acceptable. |
| Joints | |
| PVC to PVC | ANSI/AWWA C900 or C905, stab type, with elastomeric synthetic rubber gaskets. Gaskets of natural rubber will not be acceptable. |
| PVC to Cast Iron/Ductile Iron | ANSI/AWWA C111/A21.11, except gaskets shall be synthetic rubber. Natural rubber will not be acceptable. |
| Tapping Saddles | Ductile iron, with stainless steel straps and synthetic rubber sealing gasket, 250 psi pressure rating. Ford Service Saddle FC202, or equal |
| Restrained Joints | ASTM F1674, EBAA Iron 2000 series (4 inch through 20 inch) or concrete thrust blocking. |
| Tapping Sleeves | Ductile iron, 250 psi pressure rating. |
| Polyethylene Encasement | Tube or sheet, ANSI/AWWA C105/A21.5. |
| Joint Tape | Self-sticking, PVC or polyethylene, 10 mils thick; Chase "Chasekote 750", Kendall "Polyken 900", or 3M "Scotchrap 50" or equal. |

| | |
|---|---|
| Coal Tar Epoxy | High-build coal tar epoxy; Ameron "Amercoat 78HB Coal Tar Epoxy", Carboline "Bitumastic 300 M", Tnemec "46H-413 Hi-Build Tneme-Tar", or Sherwin-Williams "Hi-Mil Sher-Tar Epoxy" or equal. |
| Conductive Tracer | Detection tape, 6 inches wide; aluminum foil core, 0.5 mil thick, encased in a protective inert plastic jacket; 5,000 psi min tensile strength; 2.5 lbs per inch per 1,000 feet min mass; color coded in accordance with APWA Uniform Color Code; Allen Systems "Detectatape", Lineguard "Type III", or Reef Industries "Terra Tape D" or equal. |
| Bolts, Nuts, And Washers | Bolts, nuts, and washers for all below ground water piping joint connections (flanges, mechanical joints, restrained joints, retainer glands, etc.) shall be Stainless Steel, Grade 304. |

Manufacturing quality control shall be maintained by frequent, regularly scheduled sampling and testing. Testing shall comply with the governing standards.

1404-2.3 SHOP COATING AND LINING

The exterior surfaces of cast iron fittings shall be coated with a bituminous coating. The interior surfaces of ductile iron fittings shall be lined with cement mortar.

1404-2.4 OWNER's INSPECTION AT MANUFACTURING FACILITY

If Owner elects to inspect any work or materials, as permitted under ANSI/AWWA C900/905, all costs in connection with the services of Owner's inspector will be paid for by Owner. Additional material test specimens shall be furnished to Owner's inspector for testing by an independent testing laboratory whenever, in the judgment of Owner's inspector, satisfactory PVC material is not being made. Test specimens

shall also be furnished when Owner's inspector desires. The entire cost of obtaining, inspecting, and testing of such additional specimen plates, welds, or

materials will be borne by Owner. If any specimen is found not to conform to the specified requirements, the materials represented by the specimen will be rejected. The expense of all subsequent tests due to failure of original specimens to comply with the specifications shall be the responsibility of Contractor.

Work to be performed by Owner's inspector at the manufacturing facility will include checking of pipe tolerances in accordance with ANSI/AWWA C900/905, when applicable.

In addition to making or witnessing all specified tests and submitting any required reports to Engineer and Owner, Owner's inspector will submit written reports to Contractor concerning all materials rejected, noting the reason for each rejection.

Inspection by Owner's inspector, or Owner’s option not to provide inspections, shall not relieve Contractor of his responsibility to provide materials and to perform the work in accordance with the Contract Documents.

## 1404-3 EXECUTION

### 1404-3.1 INSPECTION

Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends and bells shall be examined with particular care. All defective pipe and fittings shall be removed from the site of the work.

### 1404-3.2 LAYING PIPE

Pipe shall be protected from lateral displacement by pipe embedment material installed as specified in the Trenching and Backfilling section. Pipe shall not be laid in water or other unsuitable conditions.

Pipe shall be laid with bell ends facing the direction of laying, except when reverse laying is specifically permitted by Engineer.

Foreign matter shall be prevented from entering the pipe during installation.

Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug. All water shall be removed from the trench prior to removing the plug.

The Contractor shall supply conductive tracer wire and detection tape. Contractor shall adhere to City Standard Plate 602 for wire and tape installation.

A conductive tracer shall be buried above PVC pipe, not more than 18 inches below the ground surface.

#### 1404-3.2.1 CLEANING

The interior of all pipe and fittings shall be thoroughly cleaned before installation and shall be kept clean until the work has been accepted.

1404-3.2.2 ALIGNMENT

Piping shall be laid to the lines and grades indicated on the drawings. Pipelines or runs intended to be straight shall be laid straight. Deflections from a straight line or grade shall not exceed the maximum deflections specified by the manufacturer.

Unless otherwise specified or indicated on the drawings, and subject to acceptance by Engineer, either shorter pipe sections or fittings shall be installed as required to maintain the indicated alignment or grade.

1404-3.3 CUTTING PIPE

Cutting shall comply with the pipe manufacturer's recommendations and with Chapter 7 of AWWA Manual M23. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the end of the pipe shall be dressed to remove all roughness and sharp corners and shall be beveled in accordance with the manufacturer's instructions.

1404-3.4 JOINTS

Joints shall be stab-type or mechanical joints unless otherwise indicated on the drawings. Joints at connections pipes of other materials shall be as shown on drawings.

1404-3.4.1 STAB TYPE JOINTS

Jointing shall conform to the instructions and recommendations of the pipe manufacturer. All surfaces for gasketed joints shall be lubricated immediately before the joint is completed. Gaskets and lubricants shall be supplied by the pipe manufacturer, shall be suitable for use in potable water, shall be compatible with the pipe materials, shall be stored in closed containers, and shall be kept clean. Each spigot shall be suitably beveled to facilitate assembly.

1404-3.4.2 MECHANICAL JOINTS

Mechanical joints shall be carefully assembled in accordance with the manufacturer's recommendations. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned, and reassembled. Over-tightening of bolts to compensate for poor installation practice will not be permitted.

1404-3.5 POLYETHYLENE ENCASEMENT

All cast iron fittings, tapping saddles, tapping sleeves, valves, or other cast iron accessories shall be provided with polyethylene tube or sheet protection installed in accordance with ANSI/AWWA C105/A21.5, Method A or C

1404-3.6 CONNECTIONS WITH EXISTING PIPING

Connections with existing pipes shall be made using fittings suitable for the conditions encountered. Each connection with an existing pipe shall be made at a time and under conditions which will least interfere with service to customers, and as authorized by Owner. Facilities shall be provided for proper dewatering and for disposal of water removed from the dewatered lines and excavations without damage to adjacent property.

1404-3.7 SERVICE CONNECTIONS

Tapping saddles or tapping sleeves shall be used for all service connections 2 inches and smaller. Direct tapping of PVC pipe will not be permitted. Fittings shall be used for service connections larger than 2 inches.

1404-3.8 CONCRETE ENCASEMENT

Concrete encasement shall be installed as indicated on the drawings. Concrete and reinforcing steel shall be as specified in the Cast-in-Place Concrete section. All pipe to be encased shall be suitably supported and blocked in proper position and shall be anchored against flotation.

1404-3.9 RESTRAINED JOINTS

All bell-and-spigot or all-bell tees, Y-branches, bends deflecting 11-1/4 degrees or more, valves, and plugs which are installed in piping subjected to internal hydrostatic heads in excess of 30 feet shall be provided with suitable restraint.

Concrete blocking shall extend from the fitting to solid, undisturbed earth and shall be installed so that all joints are accessible for repair. The dimensions of concrete reaction blocking shall be as indicated on the drawings or as directed by Engineer.

Reaction blocking, anchorages, or other supports for fittings installed in fills or other unstable ground shall be provided as indicated by the drawings or as directed by Engineer.

All clamps, rods, bolts, and other metal accessories used in tapping saddles or reaction anchorages subject to submergence or in contact with earth or other fill material, and not encased in concrete, shall be protected from corrosion. Finish of saddle body shall be fusion bonded epoxy coating, 12 mils thick.

1404-3.10 PRESSURE AND LEAKAGE TESTS

After installation, PVC piping shall be hydrostatically tested for defective workmanship and materials as specified in the Pressure and Leakage Testing section 1401-9

1404-3.11 LEAKAGE

All PVC piping shall be watertight and free from leaks. Each leak which is discovered within the correction period shall be repaired by and at the expense of Contractor.

1404-3.12 CLEANING AND DISINFECTION

After installation, PVC piping shall be cleaned and disinfected as specified in the Cleaning and Disinfection of Water Pipelines Section 1401-10

1405 POTHOLE REQUIREMENTS

1405-1 SCOPE OF WORK

The Contractor shall be required to pothole and expose all existing utility crossings and parallel utilities(4 feet wall to wall) to the proposed waterline and all point of tie-ins and other necessary utility investigations as required to perform the specified work whether the utility shown on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the Agency time to make any required adjustments. If changes are required, the Contractor shall allow the Agency a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No extra equipment, labor or material payment shall be paid for alignment changes due to failure to provide pothole information prior to pipe construction thereby causing addition work or delay.

Potholing and preparation of the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new waterline construction. The Engineer may request additional potholes as needed.

No separate compensation will be provided to the Contractor for such Work. Payment for potholing will be considered as included in the prices bid for “Installation of PVC mains” items and no additional payment will be made thereof.

1405-2 SUBMITTAL

The Contractor shall provide the Engineer a written complete pothole report listing the following information: street name, pothole #, station #, existing ground elevation above the utility, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**.

1406 INSTALLATION OF STEEL PIPE MAINS
(NOT USED)

1407 INSTALLATION OF PVC MAINS

## 1407-1 SCOPE OF WORK

The Contractor shall perform the Work as detailed in the sub-sections of Section 1400 of this Special Provisions and shall apply to the extent required for proper performance of this Work.

Backfilling and pavement restoration shall be per City Standard Plate 602.

PVC installation shall consist of potholing per Section 1405; saw-cutting existing pavement and trench excavation; removal of existing pipelines; dewatering (if necessary); furnish and install bedding materials; installation of pipe, necessary fittings, and thrust block or joint restraints; backfilling, temporary paving with cold mix, and providing steel plate covers; flushing, testing, and disinfection; connections to existing mains or valves; and final AC pavement restoration and/or reconstruction.

All water mains removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis per section 1403 of these special provisions. The ACP water main shall be disposed of as noted in Section 1401-3 of these Special Provisions. The streets shall not be used as a storage area for the existing mains.

## 1407-2 MATERIALS

PVC pipes shall conform to the AWWA C-900 Specifications for Class 200 pipe, in the size indicated on the Plans, and as detailed in Section 1404 of these Specifications.

PVC pipe sizes over 12” shall meet the requirements of AWWA C-905 “Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, for Water Transmission and Distribution”.

## 1407-3 MEASUREMENT AND PAYMENT

Measurement of the water main installed including all fittings for payment will be made along the centerline of pipe from end of pipe to valve flange or to intersecting pipe as actually constructed, complete and in place in accordance with the Plans and Specifications.

Payment for quantities of all necessary fittings shall be included in the payment for installation of pipelines, and no additional compensation will be made therefore.

The Contractor shall be paid for the total linear feet of pipe installed in the 30-day billing period. The linear feet total for the 30-day billing period shall be mutually determined by the Engineer and the Contractor before the request for payment is submitted to the City.

Payment for these items of work shall be made at the unit price indicated in the Bid Sheets. The unit price shall include the removal and disposal of the existing

cast iron or asbestos cement mains. Payment of these items shall be full compensation for furnishing all labor, materials, equipment, potholing, trench excavation and trench safety, dewatering, tunneling, water main construction completely installed (including pipe, gaskets and fittings), connection to existing waterlines, installation of thrust block or joint restraints, backfilling , cleaning and disinfection, pressure and leakage testing, street resurfacing, PCC work restoration and incidentals for doing all work as detailed in the Plans, Specifications, and these Special Provisions, and as directed by the Engineer.

1408 ABANDON EXISTING PVC, CIP/STEEL PIPE, OR ACP IN-PLACE

Abandonment of existing conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

The Contractor shall provide all the materials, equipment, and labor to properly fill the mains designated for abandonment in place with a 2-sack mix slurry. The existing water mains shall be broken at 250-foot intervals to insure the lines are filled. The ends of the abandoned waterline mains shall be sealed or plugged to prevent the slurry from leaking out before it sets. All valves shall be removed and salvaged.

The asbestos cement valve (valve stacks) risers shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers shall be kept in an area that is secured from public access.

The ACP risers shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

1408-2 MEASUREMENT AND PAYMENT

Payment for the abandonment of the existing water mains will be made at the Contract Unit Price per linear foot (LF) as indicated on the bid sheets.

The Contract price and payment shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals for doing all work involved as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

1409 VALVE INSTALLATION

1409-1 GENERAL

1409-1.1 SCOPE

This section covers the installation of new valves and actuators.

All main line gate valves 4” to 12” shall be resilient sealed (R.S), valves larger than 12” shall be butterfly unless otherwise shown on the plans.

Cleaning, disinfection, pressure and leakage testing are covered in other sections.

The following specification sections are applicable to valves to be installed:

| Section | Title |
|---|---|
| 1409-3 | Resilient-Seated Gate Valves |
| 1409-4 | Air Release and Combination Air Valves |

1409-1.2 GENERAL

Equipment installed under this section shall be erected and placed in proper operating condition in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer

1409-1.2.1 COORDINATION

When manufacturer's field services or installation check services are provided by the valve manufacturer, Contractor shall coordinate the services with the valve manufacturer. The Contractor shall give the Engineer a written notice at least 30 Working Days before the manufacturer's field services are needed. Flanged connections to valves including the bolts, nuts, and gaskets are covered in the appropriate pipe specification section.

1409-1.3 DELIVERY, STORAGE, AND HANDLING.

1409-1.3.1 STORAGE

Upon delivery, all equipment and materials shall immediately be stored and protected by Contractor in accordance with Handling and Storage section, City of Oxnard Standard Specifications Section 4 – Control of Material, and the manufacturer’s instructions until installed in the Work. Stored equipment shall be protected by Contractor against damage and exposure from the elements. At no time shall the equipment be stored on earth or grass surfaces or come into contact with earth or grass. Contractor shall keep the equipment dry at all times.

1409-1.4 PRODUCTS

Not Applicable.

1409-1.5 EXECUTION

1409-1.5.1 INSPECTION

All valves and accessories shall be inspected for damage and cleanliness before being installed. Any material damaged or contaminated in handling on the job shall not be used unless it is repaired and re-cleaned to the original requirements by Contractor. Such material shall be segregated from the clean material and shall be inspected and approved by Owner or his representative before its use.

1409-1.5.2 INSTALLATION.

1409-1.5.2.1 GENERAL

Valves shall be installed with sufficient clearance for proper operation of any external mechanisms, and with sufficient clearance to dismantle the valve for in-place maintenance. Installation shall be in accordance with the valve manufacturer's recommendations.

The Contractor shall provide all materials, equipment and labor to install the size valve indicated on the Plans at the specified location. Valve box risers shall be kept 14" below finished grade until they are paved to finished grade. At that time, valve box work shall be completed as shown on Plate 303. The installation will include the valve box, the anchoring, earthwork, compaction, and associated work for a complete operational valve installation

Unless otherwise indicated on the drawings, all valves installed in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above the finish floor shall be installed with their operating stems vertical. Valves installed in horizontal runs of piping having centerline elevations between 4 feet 6 inches and 6 feet 9 inches above the finish floor shall be installed with their operating stems horizontal. If adjacent piping prohibits this, the stems and operating hand wheel shall be installed above the valve horizontal centerline as close to horizontal as possible. Valves installed in vertical runs of pipe shall have their operating stems oriented to facilitate the most practicable operation, as reviewed by Engineer.

Buried valves shall be installed with their stems in suitable positions for connecting extension stems as approved by the Engineer.

1409-1.5.2.2 INSTALLATION CHECKS

When specified in the valve sections, the valve manufacturer will provide installation checks. For installation checks, the manufacturer's field representative will inspect the valve installation immediately following installation by Contractor. The manufacturer's representatives will revisit the site as often as necessary to ensure installation satisfactory to Owner.

Contractor shall perform no Work related to the installation or operation of materials or equipment furnished by others without direct observation and guidance of the field representative, unless Engineer and manufacturer furnishing such materials concur otherwise.

1409-1.5.2.3 AWWA BUTTERFLY VALVES (NOT USED)

1409-1.5.2.4 CHECK VALVES (NOT USED

1409-1.5.2.5 ECCENTRIC PLUG VALVES (NOT USED)

1409-1.5.2.6 RESILIENT SEATED GATE VALVES

Valves shall be handled and installed in accordance with the recommendations set forth in the Appendix to ANSI/AWWA C509 and as recommended by the manufacturer.

1409-1.5.2.7 DOUBLE DISC GATE VALVES (NOT USED)

1409-1.5.2.8 AIR RELEASE AND COMBINATION AIR VALVES

The exhaust from each valve shall be piped to a suitable point as shown on drawings or as approved by Engineer. Air release valve exhaust piping leading to a trapped floor drain shall terminate at least 6 inches above the floor.

1409-1.5.2.9 VALVE BOXES

Valve boxes shall be set plumb. Each valve box shall be placed directly over the valve it serves, with the top of the box brought flush with the finished grade. After each valve box is placed in proper position, earth fill shall be placed and thoroughly tamped around the box.

1409-1.5.2.10 YARD HYDRANTS (NOT USED)

1409-1.5.2.11 FIRE HYDRANTS (NOT USED)

1409-1.5.2.12 VALVE EXTENSION STEMS

Valve extension stems shall be installed as shown on drawings and shall be provided with wrench nut and Tee operator. Tee handles shall be provided for each valve with wrench nut.

1409-1.5.3 VALVE ACTUATORS.

1409-1.5.4 FIELD QUALITY CONTROL.

1409-1.5.4.1 FIELD TESTING

After installation, all valves shall be tested in conjunction with the Pipeline Pressure and Leakage Testing section.

1409-1.5.4.2 PRESSURE TESTS

Pressure testing shall be in accordance with the Pipeline Pressure and Leakage Testing section.

1409-1.5.4.3 LEAKAGE TESTS

All valves shall be free from leaks. Each leak that is discovered within the correction period stipulated in the General Conditions shall be repaired by and at the expense of Contractor. This requirement applies whether pressure testing is required or not.

1409-1.5.5 ADJUSTING

After installation, the opening and closing time shall be adjusted as needed for each pneumatic, hydraulic and electric actuated valve.

1409-2 AWWA BUTTERFLY VALVES (NOT USED)

1409-3 RESILIENT-SEATED GATE VALVES

1409-3.1 GENERAL

1409-3.1.1 SCOPE

This section covers furnishing resilient-seated AWWA gate valves for water service as indicated in the plans. Resilient-seated gate valves shall be furnished complete with actuators and accessories as and as specified in the Valve Installation section.

1409-3.1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

Valves shall be furnished with all necessary parts and accessories indicated on the drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of valves.

Contractor shall also adhere to gate valve assembly details shown on City Standard Plate 303. All valves 4-inch to 12-inch shall be approved resilient seated gate valves. Location of valves shall be indicated on the drawings and in accordance with City Standard Specifications and Plates.

1409-3.1.2.1 GENERAL EQUIPMENT STIPULATIONS

The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

1409-3.1.3 GOVERNING STANDARD

Except as modified or supplemented herein, all resilient-seated gate valves shall conform to the applicable requirements ofANSI/AWWA C509

1409-3.1.4 TEMPORARY NUMBER PLATES (NOT USED)

1409-3.1.4.1 PERMANENT NUMBER PLATES

All AWWA resilient-seated gate valves, except buried or submerged valves, that have been assigned a number on the drawings or in the Resilient-Seated Gate Valve Schedule, shall be provided with a permanent number plate. The location of number plates and the method of fastening shall be acceptable to Engineer. shall be at least 1 inch high and shall be black baked enamel on anodized aluminum plate.

1409-3.1.5 SUBMITTALS

Complete drawings, details, and specifications covering the valves and their appurtenances shall be submitted in accordance with the Submittals section.

All valves shall be tested in accordance with Section 5 of the governing standard. Certified copies of the results of all tests, together with an affidavit of compliance as indicated in Section 6.3 of the governing standard, shall be submitted to Engineer before the valves are shipped.

1409-3.2 PRODUCTS

1409-3.2.1 MATERIALS

Except as modified or supplemented herein, materials used in the manufacture of resilient-seated gate valves shall conform to the requirements of the governing standard. Gate Valves shall be Mueller RS, CLOW, M & H, American AVK or equal and shall be designed for a working pressure to 150 PSI or better.

All valves shall be new, manufactured in the United States, and flange bolts, nuts, and washers shall be Stainless Steel (SS) Grade 304.

1409-3.2.2 BRONZE COMPONENTS

All bronze valve components in contact with liquid shall contain less than 16 percent zinc. All aluminum bronze components in contact with liquid shall be inhibited against dealuminization in accordance with Section 4.2.2.4.3 of ANSI/AWWA C509.

The gate valve shall open in a counter-clockwise direction and have a non-rising stem composed of a low zinc bronze such as “Everdur 1012,” “Sil-nic,” or Ni-vee” or equal and The valves shall have a 2-inch operating nut in lieu of hand-wheel. All main line gate valves 6” to 12” shall be resilient seat (R.S.) in accordance with Section 30.8 of the Agency’s Standard Plans for Public Works Construction. Valves larger than 12” shall be Butterfly.

1409-3.2.3 GASKETS

Gaskets shall be free of asbestos and corrosive ingredients.

1409-3.2.4 SHOP COATINGS

| | | |
|---|---|---|
| Interior Coating | Thermo Epoxy | Kordell 600, or equal |
| Exterior lining | Fusion Bonded Epoxy | As recommended by manufacturer. |
| Rust-Preventive Compound | | As recommended by manufacturer. |

1409-3.2.5 BOLTS, NUTS, AND WASHERS

All bolts, nuts and washers shall be Stainless Steel.

1409-3.3 VALVE CONSTRUCTION.

1409-3.3.1 VALVE ENDS

Valve ends shall be compatible with connecting piping and shall be as indicated in the Resilient-Seated Gate Valve Schedule. Except as modified or supplemented herein, the ends shall conform to the applicable requirements of the governing standard. All ferrous surfaces of valves and appurtenances shall be protected as required in the section entitled "Protective Coatings." Flange bolts, nuts and washers shall be Stainless Steel (SS) Grade 304.

Flanges shall be finished to true plane surfaces within a tolerance limit of 0.005 inch. The finished face shall be normal to the longitudinal valve axis within a maximum angular variation tolerance of 0.001 inch per inch of flange diameter.

1409-3.3.2 STEM SEALS

Valves, shall be the non-rising stem gate (NRS) type. O-ring stem seals shall be provided for all buried gate valves, and for all gate valves with non-rising stems.

1409-3.3.3 ROTATION

The direction of rotation of the handwheel or the wrench nut to open the valve shall be to the left (counterclockwise).

1409-3.3.4 SHOP COATING

All interior and exterior ferrous metal surfaces of valves and accessories shall be shop coated for corrosion protection. Except as specified below, the valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating and is compatible with the specified field coating.

Surfaces shall be coated as follows:

| | |
|---|---|
| Interior surfaces | Thermo Epoxy coated equal to Kordell 600 |
| Exterior surfaces of valves to buried, submerged, or installed in manholes or valve vaults | Fusion Bonded Epoxy |
| Polished or machined surfaces | Rust-preventive compound. |

The protective epoxy coating on the interior surfaces of each valve shall be applied in three coats, with a minimum total dry film thickness of 13 mils. Alternatively, the manufacturer's standard coating may be used and the interior surfaces of each valve shall be subjected to a nondestructive holiday test in accordance with ASTM G62, Method A, and shall be electrically void-free.

Interior coatings shall comply with AWWA C550. The total dry film thickness of shop-applied coatings shall be not less than

| Type of Coating | Minimum Dry Film Thickness |
|---|---|
| Coal Tar Epoxy | 15 mils |
| Epoxy | 10 mils or 13 mils where specified herein. |
| Universal Primer | 3 mils |

1409-3.3.5 RESILIENT WEDGE

Cast iron wedge or disk shall have sealing surface of wedge permanently bonded or with self-locking stainless steel screws with resilient materials. Disc shall have an integrally cast ASTM B-62 bronze stem nut to prevent testing or angling of the stem or loose stem nut on wedge or disc with non-coated disc guides. The disc coating shall be open on one side or open bottom disc so as to form no cavities or receptacles for accumulation of solids and possible binding.

1409-3.3.6 STEMS

Non-rising stems shall have ACME thread only. Stem thrust collars are made an integral part of the stem.

1409-3.4 VALVE ACTUATORS.

1409-3.5 ACCESSORIES

When the drawings or the Resilient-Seated Gate Valve Schedule indicate the need for extension stems, stem guides, position indicators, floor boxes, valve boxes, or operating stands, refer to the Valve and Gate Actuator section.

1409-3.6 EXECUTION

1409-3.6.1 INSTALLATION

Valves will be installed in accordance with Valve Installation section.

1409-3.6.2 INSTALLATION CHECK

An experienced, competent, and authorized representative of the manufacturer shall visit the site of the Work and inspect, check, adjust if necessary, and approve the equipment installation. The representative shall be present when the equipment is placed in operation, and shall revisit the jobsite as often as necessary until all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of Engineer.

The manufacturer's representative shall furnish a written report certifying that the equipment has been properly installed and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily.

All costs for these services shall be included in the contract price.

1409-3.7 MEASUREMENT AND PAYMENT

Payment for valves will be made at the Contract Unit Price bid for each size valve installed, complete; including valve boxes, extensions, and anchors and shall be full compensation for all labor, materials, equipment, tools, and incidentals for installing valves as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

Installation of 10” R.S. gate valve, complete and in place, shall be paid per Bid Sheets, “Install 10-Inch R.S. Gate Valve” item at the Contract Unit Price per each (EA) valve installed, as shown in the Bid Sheets.

Installation of 8” R.S. gate valve, complete and in place, shall be paid per Bid Sheets, “Install 8-Inch R.S. Gate Valve” item at the Contract Unit Price per each (EA) valve installed, as shown in the Bid Sheets.

Installation of 6” R.S. gate valve, complete and in place, shall be paid per Bid Sheets, “Install 6-Inch R.S. Gate Valve” item at the Contract Unit Price per each (EA) valve installed, as shown in the Bid Sheets.

1409-4 AIR RELEASE AND COMBINATION AIR VALVES

1409-4.1 GENERAL

1409-4.1.1 SCOPE

This section covers furnishing air release valves, combination air valves, and air release and vacuum relief valvesas required by the Work, and as indicated in the Air Release and Combination Air Valve Schedule.

1409-4.1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

Valves shall be furnished with all necessary parts and accessories indicated on the drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of valves.

Air Release and Combination valves shall be as shown on City of Oxnard Standard Plate 308

1409-4.1.3 GENERAL EQUIPMENT STIPULATIONS

The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

1409-4.1.4 GOVERNING STANDARD

Except as modified or supplemented herein, all valves furnished under this section shall conform to the applicable performance requirements of AWWA C512.

1409-4.1.5 PERMANENT NUMBER PLATES

All valves that have been assigned a number on the drawings or in the Air Release and Combination Air Valve Schedule, shall be provided with a permanent number plate. The location of number plates and the method of fastening shall be acceptable to Engineer. Numerals shall be at least 1 inch high and shall be black baked enamel on anodized aluminum plate.

1409-4.1.6 SUBMITTALS

Complete assembly drawings, together with detailed specifications and data covering materials used and accessories forming a part of the valves furnished, shall be submitted in accordance with the Submittals section.

1409-4.1.7 DELIVERY, STORAGE, AND HANDLING

Shipping shall be in accordance with the Shipping section. Handling and storage shall be in accordance with the Handling and Storage section.

1409-4.2 PRODUCTS

1409-4.2.1 CONSTRUCTION

Air release valves with operating pressures of 150 psi or less shall be Apco Heavy Duty Model 145C (per City Std Plate 308), or equal.

Air release valves with operating pressures greater than 150 psi shall be Apco/Valve and Primer "No. 200A", GA Industries "Figure 920H", Multiplex "Crispin Type PL", ARI “No. S-050”, or Val-Matic "No. 38" or equal.

Two inch and smaller combination air valves shall be of the integral type with a valve assembly which functions as both an air and vacuum valve and an air release valve. The valves shall be Apco/Valve and Primer "Single Body Combination Air Valves", Multiplex "Crispin Universal Air Release Valves", ARI “No. D-040”, or Val-Matic "Combination Air Valves" or equal.

Three inch and larger combination air valves shall consist of an air and vacuum valve with an externally mounted air release valve. The valves shall be Apco/Valve and Primer “Single Body Combination Air Valves” for 3 inch and "Custom Combination Air Valves" for 4 inch and larger, GA Industries "Figure 950 Kinetic Custom Combination Air Valves", Multiplex "Crispin Dual Air Valves", ARI “No. D-060-HF”, or Val-Matic "Dual Body Combination Air Valves" or equal.

1409-4.3 MATERIALS

Except as modified or supplemented herein, materials of construction shall comply with the governing standard.

| | |
|---|---|
| Valve Trim | Bronze or austenitic stainless steel or polymer materials. |
| Float | Austenitic stainless steel, polycarbonate, or foamed polypropylene. |
| Air Vac Valve Can | Amorcast Enclosure P6002010 (Granite Finish and Purple Color) or equal. |
| Bolts, Nuts & Washers | All bolts, nuts and washers shall be Stainless Steel |
| Shop Coatings | |
| Epoxy | Carboline "Carboguard 891", Resicoat “RT R4”, or Tnemec "Series N140 Pota-Pox Plus” or equal. |
| Rust-Preventive Compound | As recommended by manufacturer. |

1409-4.4 SHOP PAINTING

All interior and exterior ferrous metal surfaces, except stainless steel components, shall be shop painted for corrosion protection. The valve manufacturer's standard coating will be acceptable, provided it is functionally

equivalent to the specified coating and is compatible with the specified field coating.

Surfaces shall be painted as indicated:

| | |
|---|---|
| Interior Surfaces | NSF-61 Certified Epoxy. |
| Exterior Surfaces of Valves To Be Installed in Manholes or Valve Vaults | Coal tar epoxy. |
| Exterior Surfaces of All Other Valves | Universal primer. |
| Polished or Machined Surfaces | Rust-preventive compound. |

Interior epoxy coatings shall comply with AWWA C550/NSF 61 and shall be free of holidays. The total dry film thickness of shop-applied coatings shall be not less than:

| Type of Coating | Minimum Dry Film Thickness |
|---|---|
| Epoxy | 10 mils |
| Universal Primer | 3 mils |

1409-4.5 SHUTOFF VALVES

A shutoff valve shall be provided in the piping leading to each air release valve and combination air valve. Each 4 inch and larger combination air valve shall be provided with a shutoff valve between the air and vacuum valve and the air release valve.

1409-4.6 EXECUTION

1409-4.6.1 INSTALLATION

Air release and combination air valves will be installed in accordance with the Valve Installation section and as shown on City Standard Plate 308.

1409-4.7 MEASUREMENT AND PAYMENT

Payment for this item of work shall be made at the contract unit price indicated on the Bid Sheets. Such payment shall be full compensation for providing all work including asphalt pavement and PCC restoration, complete-in-place as detailed in this Section, the Standard Specification, and the Water Division Specification.

Install 2-inch air vacuum assembly, complete and in place, shall be paid per Bid Sheets, “Install 2” Air-Vac Assembly, Complete-In-Place” item at the Contract

Unit Price per each (EA) 2-inch air-vac assembly installed, as shown in the Bid Sheets.

**No separate or additional payment will be made for protection of existing improvements and restoration of existing improvements.**

1410 FIRE HYDRANT REMOVAL, INSTALLATION, RELOCATION, AND RECONNECTION

1410-1 SCOPE OF WORK

The Work under this section includes providing all labor, material, tools and equipment necessary for furnishing and installing fire hydrant assemblies, including all components complete and in place as shown on City Standard Plate 300 & 303; for reconnection and/or relocation of existing fire hydrants as directed by the Engineer.

1410-2 CONSTRUCTION

The fire hydrant assembly shall be removed completely including the head, spool, bury, thrust block, and all concrete debris, lateral, and valve. The hydrant head shall be salvaged per Section 1401-13 of these Specifications and Special Provisions.

The fire hydrant installation shall be complete as detailed in Standard Plate 300 and Plate 303 and shall include the tee, valve, lateral, bury thrust block, spool and head, and associated concrete work. The hydrant head size shall be that indicated on the Plans.

Reconnecting and relocating an existing fire hydrant shall include installing a new tee, gate valve, bury, and lateral per Standard Plate 300 or 303. Replace bury if not a mechanical joint. Cost will include removal of existing concrete thrust block interfering with the reconnection.

All trench excavations shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete and including restoration of all concrete facilities associated.
All work shall be performed in accordance with the City Standard Plate 602.

This is a general requirement of the Contract. No separate compensation will be provided to the Contractor for such work.

Install blue reflective pavement markers per City Standard Plate 202.

1410-3 MATERIALS

The fire hydrant to be installed shall have 6-inch barrel and 6-inch lateral from the main. The lateral shall be PVC PC200 per AWWA C-900 as specified in these Special Provisions. The hydrant head shall be ductile iron as specified in City Standard Plate #22.

1410-4 MEASUREMENT AND PAYMENT

Install or remove and replace fire hydrant, complete and in place, shall be paid per Bid Sheets, “Remove And Replace Fire Hydrant” item at the Contract Unit Price per each (EA) hydrant installed, as shown in the bid.

Relocate fire hydrant, complete and in place, shall be paid per Bid Sheets, “Relocate Fire Hydrant” item at the Contract Unit Price per each (EA) hydrant relocated, as shown in the bid.

Payment for each existing fire hydrant assembly removed and each new fire hydrant assembly installed, relocated, or reconnected shall be made at the Contract Unit Price as indicated on the Bid Schedule. Such payment shall be full compensation for furnishing all labor, materials, tools, equipment, blue reflective pavement markers & installations, and incidentals necessary for doing all work involved in the removal, relocation, and installation as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

1411 REMOVE AND REPLACE WATER SERVICE LINE ASSEMBLY

1411-1 SCOPE OF WORK

The Contractor shall furnish all necessary materials, labor, and equipment required to complete the work of remove and replace the water services, remove and replace meter box in-place and/or relocating water meter box to the sidewalk per the Engineer’s direction in accordance with the standard plates and Specifications.

All existing services and meter boxes shall be replaced with an equivalent sized service. The Work shall include reconnection and relocation of existing water meter assembly; remove and replace meter, two (2) angle meter stops, and tailpiece; remove and replace P.E./Copper pipe services; excavation; backfill; compaction; paving (temporary and permanent); tunneling under existing fence wall and/or concrete pavement; concrete work; and furnish and install all materials needed to complete the water service installation per Modified Plates 304 or 305. The meter box shall be replaced as part of the service reconnection or replacement. The Work shall also include the cost of adjusting the new meter box to fit the existing meter grade and installation of AMR meter provided by the City. Grade adjustments shall be made by using bricks and mortar as needed to deepen the new meter box. Meter boxes in the sidewalk or relocated to the sidewalk will require the contractor to replace the sidewalk to the nearest scoreline or as directed by the Engineer.

All existing services and meter boxes shall be relocated to the sidewalk.

Relocation of water meter box shall include protection and restoration of existing improvements, trench backfill and restoration works of surface cover in-kind to match existing. Protection and restoration of existing improvements shall be performed in accordance with Section 400 of SSPWC.

1411-2 MATERIALS

For services to be replaced or for new installation: 1-inch services shall be polyethylene, 1½-inch to 2-inch shall be copper as detailed in Modified Standard Plates 304 and 305, and Section 32 of the Water Specifications. All service connections to the main will have a service saddle per Modified Standard Plate 304 or 305.

Tailpiece shall be minimum of 2' up to 15' Copper tubing per Section 32.
New water meter/AMR meter shall be provided by the City and shall be installed per manufacturer's specifications.

For 1" water meter box (Non-Traffic):
Oldcastle Fibrelyte FL30 or equal
Body: FL30, Body 13"x24", 12" Depth
Cover: FL30 – AMR, Cover marked "WATER"

For 1" water meter box (H20 Traffic):
ARMORCAST 13"x24" or equal
Body, A6001946 PCX12 BODY
Lid, A6001969T-H TRAFFIC COVER
Cover marked "WATER"

For 1 ½" - 2" water meter box (Non-Traffic):
Oldcastle Fibrelyte FL36 or equal
Body: FL36, Body 17"x30", 12" Depth
Cover: FL36 – AMR, Cover marked "WATER"

For 1 ½" - 2" water meter box (H20 Traffic):
ARMORCAST 17"x30" or equal
Body, A6001640 PCX12 BODY
Lid, A6001947T-H TRAFFIC COVER
Cover marked "WATER"

For 3" and larger services to be replaced, all materials needed to complete installation shall be per Standard Plate 310.

Contractor shall assume every lot is served by a service connection, it is the sole responsibility of the Contractor to confirm the exact locations of these facilities.

1411-3 MEASUREMENT AND PAYMENT

Payment for this item will be made at the Contract Unit Price bid and shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals for doing all work involved in installing or replacing services, including all trench excavation, backfill, temporary and permanent pavement replacement, restoration works (e.g., curbs, gutters, sidewalks, driveways, cross gutters, fences, walls, signs, utility installations, pavement, structures, etc.), and restoration of landscaping associated as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

**No separate or additional payment will be made for protection of existing improvements and restoration of existing improvements.**

Relocate water meter box, complete and in place, shall be paid per Bid Sheets, “Relocate Water Meter Box” item at the Contract Unit Price per each (EA) meter box relocated, as shown in the bid.

## 1412 TEMPORARY WATER SERVICES

### 1412-1 SCOPE OF WORK

The Contractor will provide temporary services up to and including a 2-inch service where the Plans indicate a removal and replacement of water service lateral. The Agency will not provide temporary services.

### 1412-2 WORK TO BE ACCOMPLISHED

The Contractor shall be responsible to provide temporary services up 2 inches. Arrangements for the temporary services to the affected parties shall be made at least 48 hours in advance. The Contractor shall contact the Water Division office to make arrangements prior to the installation of the temporary water service. The Contractor shall provide a work schedule to the Water Superintendent and notify him one week prior to starting the operations.

Any water line used for temporary service will be chlorinated and disinfected per Section 1415-4 to 1415-5 before being placed on line. If the temporary line must cross a street, the pavement shall be cut and the line shall be placed below the street grade. Cold mix shall be used for temporary surfacing.

### 1412-3 MEASUREMENT AND PAYMENT

Payment for this item shall be made at the Contract Unit Price bid and shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals for doing all work involved as shown on the Plans, specified in these Special Provisions and as directed by the Engineer.

Temporary water services replaced up to 2 inches, complete and in place, shall be paid per Bid Sheets, “Temporary Water Services Replaced Up To 2 Inches” item at the Contract Unit Price per each (EA) temporary water services installed, as shown in the bid.

## 1414 4-INCH BLOW-OFF AND AIR-VACUUM ASSEMBLY INSTALLATION

### 1414-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment and labor to install 4-inch blow-off assembly per City standard plate 307 at locations indicated on the plans.

The precise above ground location shall be determined in the field by the Engineer or the Water Department.

1414-2 MEASUREMENT AND PAYMENT

Payment for this item of work shall be made at the contract unit price indicated on the bid schedule. Such payment shall be full compensation for providing all work complete in place as detailed in this Section, the Standard Specification, and the Water Division Specification.

1415 RELOCATION OF WATER LINES AND FIRE HYDRANT LATERALS

1415-1 SCOPE OF WORK

Where indicated on the plans, the Contractor shall provide all materials, equipment and labor to install water pipe offsets to avoid existing or proposed utilities. All crossings to be potholed to ascertain the location prior to fabrication/assembling of materials.

1415-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment and labor to install water pipe offsets to avoid proposed utilities. All conflicting utility crossings must be potholed to ascertain the location prior to fabrication/assembling of materials.

1415-2 MATERIALS

All pipe offsets to be PVC Class 200. Construction of pipe offsets to conform with City Standard Plate 313.

1415-3 WORK TO BE ACCOMPLISHED

The Contractor shall notify by letter, in English and Spanish, all agencies and residents to be affected by the work at least 48 hours in advance of the start of the work.

The Contractor is required to perform actual field investigations before the final relocation work can be started, but is not limited to the following:

1. Excavate, exposure and actual field measurement of the pipe to be relocated. Contractor to submit shop drawings to comply with the Standard Plate.
2. Prepare all materials needed for relocation. Arrange and coordinate with the City of Oxnard Water Division Manager for temporary water service. Contractor to provide a continuous water supply to the affected businesses and residents.
   Test-run the temporary water service lines prior to the relocation. Gate valve closures will be performed by the City water personnel.
3. Prior to the relocation, the Contractor is to make sure that all materials, tools and equipment are at the job site. Contractor is to work around the clock after dewatering in order to complete the pipe connection at the earliest possible time. Duration of the shut down will be kept to a minimum.

4. Connection to be made at the nearest joint and no leakage is allowed at the joints.

1415-4 PRESSURE AND LEAKAGE TESTING

Per Special Provision Section 1401-9

1415-5 CLEANING AND DISINFECTION

Per Special Provision Section 1401-10

1415-6 MEASUREMENT AND PAYMENT

Payment for the relocation of existing waterlines and FH lateral will be made at the Contract Unit Price bid and shall be full compensation for furnishing all labor, materials, pothole, excavation and trench safety, and backfilling, dewatering, flushing and testing, disinfection, thrust blocks, removal and disposal of pipes, equipment, tools and incidentals for doing all work involved as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

AVAR valves and Blow offs shall be paid separately, per contract unit price

Relocate existing waterline and replace with C900 class 200, complete and in place, shall be paid per Bid Sheets, “Relocate Existing Waterline” item at the Contract Unit Price per linear foot (LF), as shown in the Bid Sheets.

1500 TRAFFIC

1505 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY

1505-1 SCOPE

The Contractor shall provide, for the protection of the public, all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with Section 7-1.03, Section 7-1.04 and Section 12-3 of the SSS and the current requirements set forth in the California MUTCD 2014 (Rev 4), Part 6, “Temporary Traffic Control”.

Contractor shall furnish, install, and maintain a trailer mounted, solar powered portable changeable message sign (CMS) upon which varying electronically generated messages will be displayed to traffic. Refer to SSS and/or MUTCD Guidelines for the use of portable changeable message signs in work zones.

Portable CMS shall be installed in the beginning and the end of each segment of road to be constructed.

Contractor shall also provide traffic control for the safety of survey crew working on this Project.

Additionally, the Contractor shall install temporary railing (type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when any of the following conditions exist:

1. Excavations: any excavation the near edge of which is 12 feet or less from the edge of the lane, except for any of the following:

   a. Excavations covered with steel sheets or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
   b. Excavations less than one foot deep.
   c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
   d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction that are less than one foot deep.
   e. Excavations in side slopes, where the slope is flatter than 4:1.
   f. Excavations protected by existing barrier or railing.

2. Temporarily unprotected permanent obstacles including but not limited to the following options:

   a Whenever the Work includes the installation of a fixed obstacle together with a protective system, such as a sign structure with a protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or
   b Whenever the Contractor, for its convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

3. Storage Areas:

   Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

   Except for installing, maintaining and removing traffic control devices, whenever Work is performed or equipment is operated in the following Work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Specifications.

| Approach speed of public traffic (Posted Limit Miles Per Hour) | **Work Areas** |
|---|---|
| Over 45 | Within 6 feet of the traffic lane but not on a traffic lane |
| 35 to 45 | Within 3 feet of a traffic lane but not on a traffic lane |

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

The lane closure provisions of this Section shall not apply if the Work area is protected by permanent or temporary railing or barrier.

When Work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall not be more than the spacing used for the lane closure.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the California State Manual of Traffic Controls for Construction and Maintenance Work Zones.

The Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices within the vicinity shall be replaced in kind or better at the Contractor's expense.

1505-2 WORK TO BE ACCOMPLISHED

The Contractor shall maintain the following requirements:

1. Contractor shall submit traffic control plans for approval by the Traffic Engineer two weeks prior to the pre-construction meeting. The traffic control plan must be prepared according to the requirements set forth in the latest California MUTCD, and each sheet signed and sealed (wet-stamped) by a State of California registered Civil or Traffic Engineer.

   City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

2. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

3. All traffic control (signs, lights, flagging, flags, and other warning devices) shall conform to the requirements set forth in the latest California MUTCD 2014 (Rev 4), Part 6.

   A California licensed contractor, possessing a valid Class A (General Engineering Contractor) license may perform traffic control with their own trained and/or certified (Traffic Control for Safer Traffic Work Zones certification) individuals during the construction of Project on City streets and highways. Otherwise, a valid Class C-31 (Construction Zone Traffic Control Contractor) license is required to perform traffic control on Ventura County streets and highways and/or State highways and freeways.

4. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 7:00 AM to 4:00 PM outside the traffic lane. No interference with traffic at all other times.

5. Night Work schedule shall be from 8:00 PM to 6:00 AM and in compliance with Section 2-208 Night Work of Caltrans Construction Manual.

   Contractor shall submit to the Project Manager a written request to perform night work. No night work shall be performed by the Contractor without the written permission approved by the Project Manager.

6. No lane closure beyond the Work areas.

7. The Contractor shall provide steel covers when backfill operations of an excavation in the travelled way, whether transverse or longitudinal, cannot be properly completed within a Working Day. The steel plate shall be recessed by milling into the existing asphalt to set flush with the surface of the existing asphalt and must extend a minimum of 12 inches beyond the edges of the trench. Milling depth shall match thickness of the plate. Full depth cutting of the asphalt pavement section outside of trench is not permitted. The steel plate shall be anchored properly and the gap between the edge of the plate and the adjacent existing asphalt pavement must be filled with temporary asphalt.

   Steel plate covers shall conform to Table 5-7.8.2 of SSPWC.

The Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Contractor's expense.

## 1505-3 PERMITS

Contractor shall notify and coordinate Work with other agencies i.e., Caltrans, Railroads, Ventura County and other adjacent Cities, in advance of the start of any work that will require the temporary closure of access and/or encroachment to their Right of Way.

The Contractor will be required to obtain all necessary permits to perform work within the State's right-of-way/Railroad right-of-way and shall bear all cost for fees and no additional cost to the City.

The Contractor is also responsible for reading and understanding all permit conditions and shall comply with all the requirements set forth in the approved permit including implementation of traffic control plans, installation of construction area signage, working hours, assigning flaggers, etc. and shall bear all cost for fees and no additional cost to the City.

## 1505-4 MEASUREMENT AND PAYMENT

Payment for traffic control, which includes portable changeable message sign, construction signing, and traffic maintenance, shall be made at the lump sum (LS) price per a “Task Order” issued by the Project Manager.

The Contractor shall be paid six percent (6%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for Traffic Control and Public Convenience and Safety. All Traffic Control cost beyond the allocated percentages shown above shall be considered included in the items of Work in which Traffic Control is used.

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

## 1515 PAVEMENT DELINEATION

### 1515-1 SCOPE

The Work under this Section shall consist of furnishing and installing traffic striping, pavement markings, and raised pavement markers in accordance with the SSS, the SSP, and these Special Provisions.

### 1515-2 MATERIALS

General: Traffic stripes and pavement markings must be retroreflective.

Thermoplastic: Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Paint: The paint for traffic stripes and pavement markings must comply with the specifications shown below:

Paint Specifications:

| Paint Type | Color | Specification |
|---|---|---|
| Waterborne Traffic line | White, yellow, and black | State Spec PTWB-01R2 |
| Acetone-based | White, yellow, and black | State Spec PT-150VOC (A) |
| Waterborne traffic line for the international symbol of accessibility and other curb markings | Blue, red, and green | Federal Specification TT-P-1952E |
| 2 Coat (All paint type) | | |
| Glass Spheres (Beads) Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint | | State Spec 8010-004 |

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

Glass beads applied to paint must comply with State Specification 8010-004. The glass beads must have an adhesion-promoting and water-repellant coating complying with the paint manufacturer's instructions.

Colored pavement marking for bicycle lane must comply with the specifications shown below:

| Paint Type | Color | Specification |
|---|---|---|
| Methyl Methacrylate (MMA) resin system | Green | State Spec AML (Authorized Material List) 2015 SSP 84-2 |
| Abrasion-resistant; anti-skid surfacing | | |
| Application thickness: 25 to 60-mils, Mix ratio 98:2 | | |
| 2 Coat | | |
| Surface preparation and application per manufacturer's specifications | | |

1515-3 WORK TO BE ACCOMPLISHED

Install traffic stripes and pavement markings in thermoplastic (T) and removal of traffic striping and curb and pavement marking, per the detail and at the locations shown on the plan and in accordance with the current edition of SSP and Section 314 of SSPWC.

Apply uniformly distributed glass beads on traffic stripes and pavement markings. The glass beads must be embedded in the coat of paint or thermoplastic to a depth of ½ their diameters.

All Work necessary to establish satisfactory lines for stripes and all layout Work required for pavement markings (surface cleaning, applying primer coat) shall be performed by the Contractor at its expense.

Prior to removal of existing pavement striping, Contractor shall inventory all traffic striping and pavement markers. One (1) copy of the inventory shall be provided to the Inspector a minimum of 48 hours prior to construction. Contractor shall install new striping and pavement markers in the same manner if requested by the Engineer.

Removal, handling, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking shall be performed in accordance with Section 14-11.12 of SSS. Delete 3rd paragraph of Section 14-11.12.

Removal of all other thermoplastic and painted stripe and pavement marking shall be accomplished using the grinding method. Grinding shall be smooth so as to not cut deep grooves in existing pavement and shall remove at least 98% of existing paint and/or thermoplastic markings. A coat of asphalt slurry shall be applied to ground pavement that is six months old or newer.

**Removal of traffic stripes and pavement markings on Caltrans right of way shall be accomplished using wet sand blasting or Caltrans approved method.**

For existing pavement markers and delineators that are to be removed, the Contractor shall remove all hardware and posts in such a manner as to leave the existing pavement undamaged.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment.

Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which they are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with an accuracy equivalent to, or better than, that obtainable through use of cat tracking or dribble lines, as determined by the Engineer.

**All cat tracking for all striping (lane lines, limit lines, crosswalks, and pavement markings) shall be reviewed and approved by the Traffic Engineer prior to install the final striping.**

**The Contractor shall provide temporary reflective tabs (pavement markers) to identify all striping per the Plans during slurry, ARAM, and wear surface**

**applications. This temporary striping shall be used as a guide for the next construction or paving operation.**

**Colored Pavement for Bicycle Lanes**: Green colored pavement is approved for use in bicycle lanes in accordance with **MUTCD Interim Approval 14 (IA-14)**, only to enhance the conspicuity of where bicyclists are required to operate, and areas of the bicycle lane where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

The pattern of the green colored pavement may be in a manner matching the pattern of Caltrans Detail 39A; filling in only the areas directly between a pair of dotted line segments.

1515-3.1 PROTECTION

Newly painted traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

It is recommended that a new asphalt roadway not be striped until all construction is complete and the roadway has at least 7 Calendar Days of traffic flow. This allows any oils, roller aids, or other “liquid” surface coatings to be tracked off the road surface. Having the roadway free of these debris items will allow for a better bond and a longer lasting line.

1515-4 MEASUREMENT AND PAYMENT

Payment for performing the Work under this Section shall be made on a unit price basis as indicated in the Bid Sheets.

Such a price for traffic striping, curb and pavement markings, and pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in connection with the Plans as specified in the SSS and these Special Provisions, and as directed by the Engineer.

Removal and disposal of yellow stripes and pavement marking with or without hazardous waste residue will be considered as included in the payment for traffic striping and marking, and no additional payment will be made therefor.

1520 TRAFFIC SIGNALS

1520-1 SCOPE

The Work under this Section shall consist of furnishing and installing traffic signals and all components from foundations to poles, battery back-up systems, interconnect circuits, safety lighting, conduits, traffic pull boxes, inductive loops, emergency vehicle detection, and rectangular rapid flashing beacon as indicated on the plans. All work shall conform to the current provisions in effect of the SSS and SSP and these Special Provisions. All work shall also conform to the provisions of TEES, TSCES, issued by the ITE, publication: ST-017B. Where the

SSS and SSP refer to [the ITE publication: ST-008B], it shall read [the Institute of Traffic Engineers (ITE) publication: ST-017B] in lieu of publication: ST-008B.

Furnishing and installing traffic signals and highway lighting shall conform to the provisions in Sections 86 and 87, “Electrical Systems” of the SSS and SSP .

1520-2 WORK TO BE ACCOMPLISHED

Reinstall inductive traffic loop detectors as shown on the Plans as specified in these Special Provisions, and in conformance to TEES, TSCES, the SSS Section 86, the State Standard plans, and ITE publication ST-017B.

The locations of traffic loop detectors shown on the Plans are approximate and the engineer in the field or its representative will establish the exact locations.

1520-3 CONDUITS – TRAFFIC SIGNAL

Conduit and conduit installation shall be in accordance with Section 86-1.02B “Conduit and Accessories” and Section 87-1.03B “Conduit Installation” of the SSS. Type 1 conduit shall be used for all conduit runs except where noted on the plans. Insulated bonding bushings shall be required on all metal conduits.

Non-metallic type conduit shall not be used for signal installation, except for detector loop "stub out" conduits.

Where conduits terminate inside a pull box the top of the conduit with ground bushing installed shall be a minimum of (5”) and a maximum of (7”) below the top of the pull box.

Conduit for all loop “stub outs” shall be 2-inch schedule 40 PVC. The end of the loop conduit in the roadway shall be 5” below the surface of the roadway. When a loop “stub out” is to be placed where no gutter and/or curb exists, the end of the conduit shall extend into the roadway a minimum of 8” from the edge of the pavement.

After conductors have been installed, the ends of conduits terminating in pull boxes, service enclosures, controller cabinets, and under roadway surfaces shall be sealed with an approved type of sealing compound.

Rigid metal conduit, to be used as a drilling or jacking rod, shall be fitted with suitable drill bit for the size of the hole required.

At locations where conduit is to be installed under pavement, and in the event that obstructions are encountered, upon approval of the Engineer, small holes may be cut in the pavement to locate and/or remove obstructions. Jacking or drilling pits shall be kept at a minimum of 2 feet clear of the edge of any type of pavement wherever possible.

Installation by the “Trenching in Pavement Method” shall not be allowed under normal circumstances.

1520-4 TO 1520-7 NOT USED

1520-8 CONDUCTORS AND CABLES

Conductor and cables shall conform the provisions in Section 86-1.02F "Conductors and Cables and Section 87-1.03F "Conductors and Cable Installations".

Insulation for the conductors shall be type THW polyvinyl chloride.

Interconnect Cable (SIC) shall be Single Mode Fiber Optics (SMFO). The number and size shall be noted on the intersection drawing conductor schedule.

Jumping of signal commons from pedestrian signal mounting assembly terminal blocks to vehicle signal mounting assembly terminal blocks shall not be allowed.

The solid copper conductors terminating inside the controller cabinet shall have a #10 non-insulated fork lug, of the appropriate gauge size for the conductor, crimped and soldered to the conductor. Fork lugs for DLC and interconnect conductors shall be a #10 non-insulated fork lug gauge size "18-22" crimped and soldered to the conductor.

For existing traffic signals to be modified, and where existing conduits are to be reused at the direction of the Engineer:

Individual conductors shall be installed throughout the entire intersection. Use of multi-conductor cables shall not be allowed, except when used for temporary overhead wiring of signals.

A separate #12 AWG common from pedestrian signal mounting assembly terminal block and a separate #12 AWG common from vehicle signal mounting assembly terminal block shall be spliced to the #10 AWG signal common in the nearest adjacent pull box.

Banding of Conductors

For new traffic signals with multi-conductor cables, banding shall not be required. For all others:

Vehicle signal conductors shall have one band of PVC tape placed around the grouped red, yellow, brown, and #12 AWG common for each separate phase, in the nearest adjacent pull box with a conduit for the signal standard with a vehicle signal head(s) for that phase(s), and in the terminal compartment for each phase. Right turn and left turn overlap conductors shall have one band of PVC tape placed around the grouped yellow and brown conductors for each separate phase, in the nearest adjacent pull box with a conduit for the signal standard with the vehicle signal face(s) for that phase(s) and in the terminal compartment for each phase. In the event there are two or more phases and associated signal heads on a single standard, the #12 AWG common conductor for those signal heads shall only be banded to any one group of three signal conductors for any one phase in the pull box.

Vehicle signal heads located on mast arms shall be identified by placing bands of PVC tape around the grouped red, yellow, green, and common for each signal head. The signal head closest to the standard to which the mast arm is attached shall be identified with one band. The second closest signal head to the standard shall be identified with two bands, the third closest with three bands and so on.

Pedestrian signal conductors shall have one band of PVC tape placed around the grouped red, brown, and #12 AWG common for each separate phase in the nearest adjacent pull box with a conduit for the signal standard with a pedestrian signal head(s) for that phase(s) and in the terminal compartment for each phase. In the event there are two or more pedestrian phases and associated pedestrian signal heads on a single standard, the #12 AWG common conductor for those pedestrian signal heads shall only be banded to any one group of two pedestrian signal conductors for any one phase in the pull box.

Luminaire conductors shall have one band of PVC tape placed around the grouped #10 AWG black and white conductors in all pull boxes. In the nearest adjacent pull box with a conduit for the signal standard for which a luminaire has been installed on that standard the grouped #10 AWG black and white conductors shall have one band of PVC tape placed around each group of conductors being spliced together.

Signal commons shall be identified with one band of PVC tape in all pull boxes. In the nearest adjacent pull box with a conduit for the signal standard for which signal common conductors have been spliced, one band of PVC tape shall be placed around each # 10 AWG and # 12 AWG signal common conductor being spliced together.

Pedestrian push button conductors shall not require any bands in any pull box.

Inside the controller cabinet all conductors shall be banded in separate groups of three for vehicle signals, two for pedestrian and overlap signals, and each pedestrian push button conductor shall be banded separately. Each group shall have the same number of bands corresponding to the associated phase, i.e., phase two shall have two bands; phase four shall have four bands, signal commons shall have one band, etc. The band for phase five shall be one band of PVC tape 2 inches or more in length.

Phases 6,7,and 8 shall have one long band for the number 5, plus1 band for phase 6, plus 2 bands for phase 7, and plus 3 bands for phase 8.

Overlap conductors shall have the same number of bands around each pair of conductors as the phase that it is associated with.

All PVC tape for banding of conductors, except detector lead-in cables and loop conductors, in all pull boxes, terminal block compartments, service enclosure, and the controller cabinet shall be black Scotch Super 33+ professional grade vinyl electrical tape. Substitutions of any other type of PVC tape shall not be used for banding.

Black tape shall not be used for identifying detector lead-in cables and/or loop conductors. Detector lead-in cables and loop conductors shall be banded in the pull box where spliced onto loops using colored tape only.

A Detector Lead-in Cable shall have the same color and number of bands on each end of the cable.

The colors for Detector Lead-in Cables shall be as follows:

1. North leg of the intersection shall be RED bands.
2. South leg of the intersection shall be WHITE bands.
3. East leg of the intersection shall be BLUE bands.
4. West leg of the intersection shall be ORANGE bands.

Loop Circuit Pairs shall be identified in each lane starting with the circuit pair (loop) closest to the stop bar or cross walk line by wrapping one band around the pair of conductors. The second circuit pair in the same lane shall have two bands wrapped around the pair of conductors. The third circuit pair in the same lane shall have three bands wrapped around the pair of conductors, and so on.

The color of the bands for the loop circuit pairs shall be as follows:

1. The first lane closest to the pull box in which the loops are spliced shall be identified with RED bands around the loop circuit pairs.
2. The second lane closest to the pull box in which the loops are spliced shall be identified with WHITE bands around the loop circuit pairs.
3. The third lane closest to the pull box in which the loops are spliced shall be identified with BLUE bands around the loop circuit pairs.
4. The fourth lane closest to the pull box in which the loops are spliced shall be identified with ORANGE bands around the loop circuit pairs.
5. Fifth, sixth, and seventh shall be green, yellow, and purple, respectively.

## 1520-9 SPLICING

Splicing shall conform to the provisions of Section 86-1.02H “Splicing Materials” and Section 87-1.03H “Conductor and Cable Splices”.

All splices shall be soldered.

Conductors No. 8 AWG or larger, shall be spliced by the use of compression connectors and soldered.

All splices shall be insulated with 3 complete wraps of self-fusing, oil and flame-resistant, rubber-splicing tape, 3 complete wraps of Scotch Super 33+ professional grade vinyl electrical tape or equal, and completely coated with 3M Scotchkote, or equal, electrical coating extending a minimum of 1 inch past tape. All wraps of tape shall extend a minimum of 1 inch past conductor insulation.

All splices shall be capable of satisfactory operation when subjected to continuous submersion under water.

Splicing will be permitted in the nearest adjacent pull box of a signal standard in lieu of looping conductors up and then down the signal standard.

Looping conductors up and then down a signal standard shall not be allowed.

1520-10 TO 1520-16 NOT USED

1520-17 INDUCTIVE LOOPS

Six-foot diameter Type E circular loops and Type D bicycle/motorcycle loops shall be installed per the plans. The sides of the slot shall be vertical. The depth of the loop slot shall be 2.5 inches. The slot for the “home runs” shall be 3/8 of an inch wide and shall be at the same depth (2.5 inches) when entering the loop. The “home run” slot when entering the loop shall be such that both sides of the slot shall be at an angle greater than 90 degrees in relation to the outside portion of the loop. The depth of the “home run” slot when entering the loop stub out conduit area shall be a minimum of (3.5 inches). The bottom of the saw cut slot shall be smooth, with no sharp edges, and at a consistent depth throughout the saw cut. The last 5 feet of the home run slot shall, incrementally and consistently, increase in depth from (2.5 inches) to a minimum of (3.5 inches) at the loop stub out conduit.
Conduit for all loop “stub outs” shall be 2-inch schedule 40 PVC. The end of the loop “stub out” conduit in the roadway shall be 5” below the surface of the roadway.

After all loop wires have been installed, the stub out shall be sealed with an approved type of sealing compound. The stub out hole shall be filled with a layer of fine sand to 3” below the road surface, and the remaining portion of the hole shall be filled with cold-patch asphalt, which when compacted shall be flush with the surrounding pavement surface.

All saw cut slots shall be filled with hot-melt sealant.

Twisting of the loop conductors shall not be required.

Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Loops shall be centered in the lanes and shall be spaced 9 feet apart, (15 feet center of loop to center of loop). The (#1) loop in each lane shall be located directly behind the stop bar or crosswalk line. The saw cut slot of the loop shall not enter into any portion of the stop bar or crosswalk line.

Loop wire for circular loops shall be Type 2. The ends of the Type 2 loop conductors shall be insulated so as to prevent moisture from entering the plastic tubing.

Loop detector lead-in cable shall be Type B and be insulated so as to prevent moisture from entering the conductor jacket.

If any existing loop conductor, including the portion leading to the detector handhold or termination pull box, is damaged by the contractor's operations, the contractor shall immediately notify the Engineer. The damage shall be repaired at the contractor's expense and as directed by the Engineer within 24 hours. If the contractor fails to complete the repairs within this period, city forces at the contractor's expense will make the repairs.

1520-18 TO 1520-22 NOT USED

1520-23 MEASUREMENT AND PAYMENT

Payment for the various types of traffic signal Work shall be paid for on a unit price basis as enumerated in the Bid Sheets. The bid lump sum or unit cost price shall include the cost of all labor, equipment and materials necessary to complete the Work in place.

Installation of traffic loop detector type D, complete and in place, shall be paid per Bid Sheets, "Install Traffic Loop Type D" item at the Contract Unit Price per each (EA) traffic loop installed, as shown in the bid.

Installation of traffic loop detector type E, complete and in place, shall be paid per Bid Sheets, "Install Traffic Loop Type E" item at the Contract Unit Price per each (EA) traffic loop installed, as shown in the bid.

Installation of traffic signal conduit, complete and in place, shall be paid per Bid Sheets, "Install Traffic Signal Conduit" item at the Contract Unit Price per linear foot (LF) of conduit installed, as shown in the bid.

1525 PULL BOXES – RELOCATION AND INSTALLATION

1525-1 SCOPE

The Work shall consist of removing an existing pull box and/or installing a new pull box at the location as shown on the Plans and in accordance with these Specifications and Special Provisions.

1525-2 MATERIALS

Pull boxes shall conform to SSS Section 86-1.02C

Conduit shall conform to SSS Section 86-1.02B

Conductors and cables shall conform to SSS Section 86-1.02F

Splicing materials shall conform to SSS Section 86-1.02H

1525-3 CONSTRUCTION

Relocation and/or installation of pull boxes shall be in accordance with the provisions in SSS Section 87-1.03C, Standard Plans ES-8A and ES-8B, and herein these Special Provisions.

Restore the area of the box removal and relocation to the condition of the adjacent area.

Under no circumstances is any pull box to be reused or modified for reuse.

1525-4 MEASUREMENT AND PAYMENT

Payment for the pull box relocation and/or installation, shall be paid per Bid Sheets, “Relocate/Install Traffic Pull Box” item at the Contract Unit Price per each (EA) pull box relocated complete –in-place, as shown in the bid..

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

1530 TRAFFIC SIGNS AND OBJECT MARKERS

1530-1 SCOPE

The Work shall consist of removing, installing, resetting, and relocating of various signs as shown on the Plans and in accordance with these Specifications and Special Provisions.

1530-2 MATERIALS

New installed street name signs, overhead & advance street name signs, wayfinding signs, and posts installations shall conform to the City of Oxnard Standard Plans Plate 203 - 206.

New installed traffic control signs, and object markers shall conform to the MUTCD current edition.

Signs shall be supplied or manufactured by:

Zumar, 9719 Santa Fe Springs Rd, Santa Fe Springs, CA 90670

Or equal.

1530-3 GENERAL

The signs to be removed & replaced or relocated are indicated on the Plans. Each sign and post shall be completely removed. The resulting hole shall be backfilled with native soil. If the sign is in sidewalk, the sidewalk shall be patched with concrete.

Installing signs shall consist of: providing the designated sign and pole; provide all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Resetting and/or relocating existing signs/posts shall consists of: providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Re-installing sign panels shall consists of providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps.

Removed and/or salvaged signs shall be brought to the City Yard at 1060 Pacific Ave., Building #4.

1530-4 MEASUREMENT AND PAYMENT

Remove, salvage, relocate, reset, or install/re-install signs and posts are measured as a unit. Each individual installation is a unit regardless of the number of posts or sign panels involved.

The Work shall be paid for on a unit price basis for each sign removal, relocation, reset, or installation as enumerated in the Bid Sheets. The unit price shall include all costs associated with the Work.

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

Payment for installation of sign and post (salvaged or new) shall be paid per each (EA) sign and post installed, complete and in place. The unit cost shall include all costs associated with the Work including but not limited to: providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Payment for installation of ADA sign panel assembly and post shall be paid per each (EA) new sign panel assembly per Caltrans Standard Plan A90A installed, complete and in place. The unit cost shall include all costs associated with the Work including but not limited to providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

1600 LANDSCAPING AND IRRIGATION

1601-1 SCOPE OF WORK

The Work shall consists of installation of landscaping and irrigation as shown on the Plans and in conformance with Section 800 and Section 801 of the SSPWC.

All existing lawn and landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and/or replanted in kind, except as otherwise designated on the plans. Existing irrigation systems within the limits of the median rehabilitation area shall be removed and disposed of. Existing irrigation systems which are to remain shall be repaired and restored to operating condition to the satisfaction of the Engineer.

These specifications are intended to include everything obviously requisite and necessary for the proper installation and completion of the work, whether or not each necessary item is mentioned herein.

1601-2 MESUREMENT AND PAYMENT

1. Payment for Landscape – Top Soil shall be made on a Contract Unit Price per cubic yard (CY) basis as enumerated in the bid schedule and shall include:

   (a) Top soil material
   (b) Top soil placement and grading.
   (c) Furnishing and installing fertilizers and conditioners, tilling, fine grading, and other work required to prepare soils for planting.

2. Payment for Landscape - Planting shall be made on a Contract Unit Price per each (EA) or lump sum (LS) basis as enumerated in the bid schedule and shall include:

   (a) Trees and Shrubs, and shall include all costs for furnishing and installing trees and shrubs, including staking and tying trees.

   (b) Mulch, shall be full compensation for furnishing and installing mulch on a Contract unit price as indicated in the Bid Sheets.

3. Payment for Landscape - Irrigation System Installation shall be made on a Contract Unit Price per square yard (SQYD) or lump sum (LS) basis as enumerated in the bid schedule and shall include:

   (a) Connection to Water Service, at each point shown on the drawings.

   (b) Install Irrigation main line/ or relocation.

   (c) Install Irrigation lateral line/ or relocation.

   (d) Type A Sleeve (Trenched Non-Roadway Pipe Sleeving) in place for each size specified and shall include all costs of trenching, backfilling, and compacting.

   (e) Type B Sleeve (Trenched Roadway Pipe Sleeving) including all costs of sawcutting, trenching, waste disposal, backfilling, compacting, resurfacing, and traffic control.

(f) Type C Sleeve (Bored Pipe Sleeving) and shall include all costs of boring, bore-pit excavation, and annular space backfilling.

(g) Trenched control wire conduit, and shall include all costs for furnishing and installing control wire conduit by trenching.

(h) Bored control wire conduit, and shall include all costs for furnishing and installing control wire conduit by boring.

(i) Shutoff Valve assembly and/or relocation, and shall be for a complete operating assembly including valve box.

(j) Remote Control Valve assembly and/or relocation, and shall be for a complete operating assembly, including valve box and cover and furnishing and installing control wires to controller.

(k) Automatic Irrigation Controller assembly for each controller location as shown on the Plans, and shall include all costs for furnishing and installing, or relocating a complete operating system, including conduit, supplemental irrigation control systems, and enclosure as required.

(l) Control wire.

(m) Quick Coupling Valve assembly and/or relocation.

(n) Backflow Prevention Device assembly, and shall include all costs for furnishing and installing a complete operating assembly, including filter, and backflow mounted pressure regulator (if required).

(o) Irrigation Heads assembled or relocated for a complete operating assembly, including servicing lateral piping.

All costs for testing, record drawings, and other miscellaneous costs shall be distributed among the various items, and no additional payment will be made.

## 1602 STAMPED CONCRETE

### 1602-1 GENERAL

Colored stamped concrete shall conform to 303-7 of the SSPWC. Color and pattern shall be per City Standard Plate 128, and shall be applied by Method A or B of Subsection 303-7.1 of the SSPWC.

### 1602-2 MATERIALS

Concrete for Stamped Concrete shall be Class 565-C-3250P (335-C-23P)
Chemical admixtures shall conform to Section 202-1.2.4 of SSPWC

### 1602-3 CONSTRUCTION

Placing of concrete shall conform to Sections 302-6 and 303-5 of the SSPWC.

While the concrete is still plastic, the forming tools shall be applied to make the patterned surface. After curing a minimum of seven Calendar Days, Contractor shall pressure clean the concrete to remove residual dust and excess release agent. After concrete is cleaned, it shall be sealed with clear sealant.
Only the concrete work so indicated on the plans will receive color treatment. If any concrete work not indicated for color treatment, any curb and gutter, or any existing concrete which is to remain in place should receive any color treatment, it shall be removed and replaced by the Contractor at the Contractor's expense.

Colored stamped concrete shall be 6"-12" river rock pattern and 4" thick minimum. Stamped pattern shall be as indicated on the City Standard Plate 128.

Control joints shall be 15mm (1/2 inch) deep, 7mm (1/4 inch) wide, tooled score joints placed at 3 meter (10 feet) maximum intervals. Control joints shall be placed so as to not disrupt the pattern.

Stamped concrete shall be placed, formed, and cured in conformance with the printed instructions, specifications, and technical bulletins issued by the manufacturer of the color hardener and color wax curing system.

The applicator shall be an experienced stamped concrete specialist. The stamped concrete specialist and supervisor of proven ability (who can provide at least three examples of high-quality installation) shall be listed in the bid form.

Prior to the start of stamped concrete work, Contractor shall submit the following to the Engineer for approval:

(a) A copy of the manufacturer's printed instructions, bulletins, and specifications.
(b) A 2ft x 2ft (0.6m x 0.6m) square sample of the stamped, finished concrete for the Engineer's approval prior to the start of stamped concrete work.

The finished concrete sample shall reflect the personnel, procedures, and materials to be used, and shall match the color, pattern, and finish of the stamped concrete installed by the Contractor.

The stamped concrete shall be installed in the locations shown on the plans, and shall be subject to approval by the Engineer. Work not conforming to color(s), pattern, texture, appearance, or otherwise not complying with the specifications shall be removed and replaced at no additional cost to the City.

1602-4 MEASUREMENT AND PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in placing stamped and colored concrete in medians shall be considered as included in the Contract Unit Price per square foot (SQFT) for STAMPED COLORED CONCRETE.

1700 NOT USED

## 1800 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

### 1800-1 SCOPE

The Contractor shall provide a Storm Water Pollution Prevention Plan (SWPPP) for construction activities that disturb one acre or more, that describes in specific detail the Contractor's program to prevent contamination of the storm water collection system. For construction activities that disturb less than one acre, Contractor shall prepare and submit the County of Ventura Storm Quality Management Program (SW-1) form. The program shall address both common construction activities and extraordinary events.

The SWPPP shall comply with the State Water Board Construction General Permit. A sample may be reviewed at the Oxnard Wastewater Treatment Plant. The SWPPP shall address prevention of particulate matter from entering the storm water system whether from routing operations or due to spills. The SWPPP must address practices for reducing the introduction of particulates or pollutants on the jobsite (prevention) and the containment, collection and disposal of particulates or pollutants that occur on the jobsite.

The Contractor is responsible for all aspects of the SWPPP/SW-1. The Inspector or Engineer will issue a stop notice for any failure to meet or maintain the Project site within the approved SWPPP.

### 1800-2 CONSTRUCTION

The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the SWPPP/SW-1 at all times from Project initiation through completion, including any punch list or warranty Work on the Project.

A. The Contractor shall submit 3 copies of the SWPPP a minimum of 10 Working Days prior to beginning construction. **Construction shall not begin until the SWPPP/SW-1 is approved by the Engineer.**

B. Protection of Existing Storm Water System:

The Contractor shall protect the existing storm water system for entrance of particulates and pollutants. Such protection shall include implementing the BMPs as outlined in the SWPPP.

In addition to the BMPs outlined in the Ventura County Stormwater Quality Management Plan, the protection system shall have a minimum of three features:

1. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
2. A prefilter for the particulate filter, and
3. On-hand materials to close off the inlet or opening in the case of a significant pollution spill.

C. Materials Storage Areas:

All storage areas where liquid construction materials such as asphalt emulsions, paving oils, and seal coat materials are held shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site.

D. System Inspection and Maintenance:

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where any runoff occurs, Contractor must check the system twice a day, seven days a week, whether or not any Work has been performed. The daily checks shall be between 6 to 9 AM and 4 to 8 PM.

**The Contractor shall provide a monitoring log of each inspection.**

E. Non-Storm Spills or Pollution:

The SWPPP shall address practices for cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The SWPPP shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal site. The SWPPP shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the Project upon acceptance by the Project Manager, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the SWPPP.

1800-3 MEASUREMENT AND PAYMENT

The Contractor shall be paid one half percent (0.5%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience and Safety, and Storm Water Pollution Prevention Plan (SWPPP) for the Work of preparing, implementing, inspecting, maintaining and removing the SWPPP on a lump sum (LS) basis per a "Task Order" issued by the Project Manager. All storm water pollution prevention plan costs beyond the allocated percentage shown above shall be considered included in the items in which SWPPP is used.

In addition, failure to perform and document the required daily inspections shall result in a penalty of $250 per Calendar Day. The imposition of the penalty shall not relieve the Contractor of any obligations of these Project requirements.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

## 1900 MISCELLANEOUS

## 1901 DEWATERING

### 1901-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to install a dewatering system to maintain the groundwater level, if groundwater is found, below the level of the trench bottom for the installation of the storm drain lines, sewer lines, water/recycled water lines, connector pipes junction structures, and construction of necessary manholes. All such work shall conform to the applicable Standard Provisions, these Special Provisions and to the Conditions for SWPPP (Storm Water Pollution Prevention Plan) permits related to discharging ground water into the storm drain system.

### 1901-2 WORK TO BE ACCOMPLISHED

The Contractor is referred to Section 3-12.6.4 “Dewatering”, of the SSPWC and these Special Provisions.

Where ground water is encountered, all trenches and excavations shall be dewatered to maintain a water level four (4) feet below the level of the trench bottom.

Removal of groundwater to a level of 4 feet below the level of the trench bottom shall be accomplished prior to trench or structural excavation. All bedding and construction materials shall be placed on a sub grade that is compacted to a minimum of 95% maximum density ASTM D- 1557, and completely free from water. Such ground water dewatering shall be maintained below the pipe and structure sub grade until the backfill and compaction of the pipe trenches and structure excavations have been completed.

Dewatering shall continue uninterrupted during all construction, curing and backfill operations. Water derived from dewatering shall not be discharged so that it crosses the traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses or pipes shall cross traffic lanes only in the manner approved by the Inspector. All ground or surface water encountered shall be disposed of in a manner that shall not damage private and public property and in accordance with the requirements of the Regional Water Quality Control Board as set forth in the NPDES Permit and the SWPPP.

Fifteen days before starting any excavation work, the Contractor shall submit a working drawing and related supporting information per SSPWC 2-5.3 detailing its proposed plan and methodology of dewatering and treatment and disposal of accumulated water.

The Contractor shall secure all necessary permission from other agencies or property owners to discharge water to their facilities or properties. The Contractor shall obtain an NPDES permit, if required, to discharge the groundwater into the storm drain system and/or Groundwater Remediation/Dewatering Discharge permit, if required, to discharge the water into the wastewater system.

1901-3 MEASUREMENT AND PAYMENT

Dewatering, complete and in place, including furnishing all labor, materials, tools, equipment, permit and fees, and incidentals, including well points, installation of pumps, temporary power for pumps, fittings and hoses needed for discharge in a safe manner and removal once no longer needed, will be considered as included in the contract unit price for the bid items which require dewatering and no additional payment will be made thereof, as specified in these Specifications and Special provisions and as directed by the Engineer.

1902 TRENCH SAFETY

1902-1 SCOPE OF WORK.

This section shall include the designing, furnishing, installing, maintaining and removing or abandoning of temporary Excavation Safety systems for protecting workers in excavations.

The Contractor shall comply with California Labor Code 6705 and 6707, Section 5-7 - “Safety” and Section 306 – “Open Trench Conduit Construction” of the SSPWC and these Specifications and Special Provisions.

1902-2 WORK TO BE ACCOMPLISHED.

At all times, the trenches of any depth shall be maintained in safe conditions for the workers, Agency employees, outside Inspectors and the general public, by whatever means required by current City codes for safety and/or as directed by the Engineer.

For an excavation 5 feet or more in depth, submit shop drawings for a protective system. The drawings must show the design and details for providing worker protection from caving ground during excavation signed by a registered civil engineer in California.

The Contractor shall provide adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders, as required by Labor Code Section 6707.

The Contractor shall remain solely and completely responsible for all Excavation Safety Systems and for the associated means, methods, procedures, and materials.

1902-3 MEASUREMENT AND PAYMENT

Installation of all excavation safety system, “Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders”, complete and in place, shall be considered as included in the contract unit price for the bid items which requires trench safety and no additional payment will be made thereof, as specified in these Specifications and Special provisions and as directed by the Engineer.

1903 TRENCH STABILIZATION

1903-1 SCOPE OF WORK

The work under this section consists of all labor, materials, tools, equipment, and incidentals necessary to remove unstable materials and replace with suitable bedding materials as provided for in these Special Provisions and as directed by the Engineer.

1903-2 MATERIALS

1903-2.1 CRUSHED ROCK

Where required by the Engineer, trench stabilization ¾” crushed rock shall be in accordance with SSPWC Section 200-1.2.

1903-2.2 WOVEN GEOTEXTILE FABRIC

Geotextile fabric for trench stabilization shall be in accordance with Section 213-5 of the SSPWC. Overlap the parallel rolls and ends of rolls a minimum of 24 inches and not less than recommended by manufacturer. Make overlaps at ends of rolls in the direction of the aggregate placement with the previous roll on top. Repair all holes or rips by placing a new layer of fabric extending beyond the defect in all directions, a distance equal to the minimum overlap required for adjacent rolls.

1903-3 WORK TO BE ACCOMPLISHED.

Trench stabilization shall be placed at locations deemed as unsuitable for support of the pipe and pipe bedding as determined by the Engineer. Crushed rock base for trench stabilization shall be installed and compacted to a relative density of 90% by use of approved mechanical tampers in 6-inch layers. Wrap the crushed rock in woven geotextile fabric per Section 1903-2.2.. See the Plans for additional details.

1903-4 MEASUREMENT AND PAYMENT

Trench stabilization, complete and in place, shall be paid per Bid Sheets, “Trench Stabilization” item at the Contract Unit Price per ton (TON), of over excavation/special bedding as shown in the bid.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for doing all the necessary work involved as specified in these Special provisions and as directed by the Engineer.

## 1904 UNCLASSIFIED FILL

### 1904-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to install unclassified fill at the locations and areas shown on the Plans. Construction of unclassified fill shall include preparing the area on which unclassified fill is to be installed, and the depositing and compacting of fill material.

### 1904-2 MATERIALS

Unclassified fill shall be fill generated from unclassified excavation on the Work site and that is determined by the Engineer to be suitable for deposition in non-structural fill zones.

Imported borrow material shall be from sources authorized by the Engineer.

### 1904-3 CONSTRUCTION

The Contractor is referred to Section 300-4 Unclassified Fill and Section 300-5 Borrow Excavation of the SSPWC and these Specifications and Special Provisions for the preparation of placement areas, installation and compaction of fill.

Unclassified fill or imported borrow material shall be placed in designated areas per the direction of the Engineer of minimum six (6) inches of compacted thickness.

### 1904-4 MEASUREMENT AND PAYMENT

Unclassified fill, complete and in place, shall be paid per Bid Sheets, “Unclassified Fill” item at the Contract Unit Price per cubic yard (CY), as shown in the bid.

The above contract price and payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, including preparation of placement areas, unclassified fill material, placement, water, compaction, and grading to the lines, grades, and cross sections shown on the plans

Measurement of Unclassified Fill shall be based on in-place volumes installed.

Imported borrow, complete and in place, shall be paid per cubic yard (CY), as shown in the bid. The payment shall include full compensation for furnishing all labor, tools, equipment, materials, and incidentals including hauling and delivery, placement, water, compaction, and grading.

1905 SURFACE APPLIED TACTILE/DETECTABLE WARNING SURFACE TILES

1905-1 SCOPE OF WORK. This Section includes Specifications for furnishing and installing Surface Applied Tactile/Detectable Warning Surface Tiles in an inline truncated dome pattern on all curb ramps and walking surfaces at the locations and to the dimensions shown on the Drawings, in accordance with the latest ADA Standards for Accessible design and these Special Provisions as directed by the Engineer.

1905-2 MATERIALS

Surface Applied Tactile shall be in accordance with ADA guidelines and Caltrans detectable warning surface of Standard Plan A88A.

Detectable Warning Surface shall be fabricated by the following manufacturers or equal:

1. Armor-Tile tactile systems product or equal.

Panels shall be homogenous glass and carbon reinforced composite or an epoxy polymer composition which is color and UV stable. Color shall be Federal Safety Yellow (FS 33538) and homogenous throughout the panel thickness.

Nominal panel size per curb ramp: 36 inches X 48 inches.
Panel thickness: 3/8 inches minimum, solid thickness for all type of panels.

Truncated dome surface shall comply with SSP A88A.

Panels shall meet the following standards.

| **Property** | **ASTM Test Method** | **Nominal Value** |
|---|---|---|
| Accelerated Weathering (2,000 hours) | G155 | Delta E: 5.0 max |
| Chemical Resistance | D1308 | No Stain or Discoloration |
| Flexural Strength | D790 | 25,000psi min |
| Compressive Strength | D695 | 20,000psi min |
| Tensile Strength | D638 | 10,000psi min |
| Gardner Impact Test | D5420 | 110 in-lb min |
| Flame Spread | E84 | FSI: 25 max<br>SDI: 150 max |
| Slip Resistance | C1028 | Friction Coeff: 0.80 min (wet or dry) |
| Wear Resistance | C501 | 500 min |
| Water Absorption (2 weeks) | D570 | 0.20% max |
| Salt Spray (120 hours) | B117 | No Change |

Fasteners for Concrete: Color matched nylon expansion sleeves with ¼ inch diameter by 1-1/2 inches long stainless steel drive pins or as recommended by panel manufacturer for specific job conditions and accepted by the Engineer.

Adhesive: Type approved by the panel manufacturer.

Sealant: Urethane sealant of type approved by the panel manufacturer.

Panels and accessories, including panel adhesive, fasteners, and sealants, shall be from a single source.

2. Safety Step TD or equal.
   This type of truncated dome with flexible cement mat shall only be used in selected locations per approval of the Engineer.

1905-3 WORK TO BE ACCOMPLISHED.

The tactile panels shall be surface installed only on concrete surfaces. See manufacturer's surface applied installation guidelines to properly prepare area for installation.

**Installation: (Surface Applied)**

- Utilize manufacturer-provided template to lay out area to receive panels.
- Form recess for panels by milling with diamond blade to provide an even surface and ensure that the surface is flat with light ribbed finish.
- For concrete surface with existing grooves, grind to a minimum depth of ¼ inch so that installed panel will still flush relative to adjacent surface.
- After grinding, vacuum and power wash surface with clean water, free from all dirt and debris. Remove foreign matter by grinding or further washing, as appropriate.
- Immediately prior to application of the setting adhesive, inspect surfaces to receive panel to ensure that it is clean, dry, free of voids, loose materials, grease, oils, dust, and other contaminants.
- Apply generous amount of adhesives to eliminate air entrapment between the panels and the concrete surfaces.
- Set panels and install fasteners in accordance to manufacturer's instructions.
- Drill holes into concrete using recommended bit and install fasteners.
- Clean tile surface and apply perimeter sealant in accordance with manufacturer recommendations.

**Installation: (Cast in Place)**

- Pour and float concrete, set tile by tamping down into concrete until all air voids are removed, edge around perimeter, cut off protective plastic sheet.

Prior to construction, refer any and all discrepancies to the Engineer for further action.

1905-4 MEASUREMENT AND PAYMENT

Full Payment for complying with these requirements shall be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for doing all the necessary work involved to complete the work as specified in these Specifications and Special provisions and as directed by the Engineer.

Install or remove and replace truncated dome, complete and in place, shall be paid per Bid Sheets, “Furnish And Install Detectable Warning Surface Tiles” item at the Contract Unit Price per square foot (SF), as shown in the bid.

1906 MISCELLANEOUS DEMOLITION WORK

1906-1 SCOPE OF WORK

The Work under this section shall consist of removal and disposal of existing facilities which interfere with, or are within a close proximity of, the proposed construction of a street improvements. All such Work shall be accomplished in accordance with the applicable provisions of the SSPWC and these Special Provisions as directed by the Engineer.

1906-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Remove existing concrete pavement, curb, gutter, and other miscellaneous concrete.

B. Remove and dispose existing asphalt concrete pavement, dike, and berm.

C. Remove and dispose other concrete and/or asphalt structures.

1906-3 CONSTRUCTION

All removal works shall be in accordance with Section 401-Removal of the SSPWC.

Existing asphalt and concrete facilities shall be completely removed from the site as indicated in the Plans.

The Contractor shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal Work.

If needed, the Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property.

Complete the removal work in accordance with the plans and these technical specifications and any special provisions included in the Contract Documents.

1906-4 MEASUREMENT AND PAYMENT

Payment for the various types of removal and/or relocation Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, disposals, and incidentals and any other related work considered as included in the Contract unit price and no additional compensation will be made therefore.

1907 COLD MIX ASPHALT

1907-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to perform pavement pothole patching where a temporary or emergency repair is needed.

1907-2 WORK TO BE ACCOMPLISHED

Supply, deliver, place, and compact Cold Mix Asphalt throughout the City of Oxnard as per Engineer's direction on an on-call, as needed basis.

1907-3 MATERIALS

- General: Use locally available products and gradations which exhibit a satisfactory record of previous installations. All tests necessary to locate an acceptable source of suitable PRODUCTS shall be provided by the Contractor, and test results shall be furnished to the City.
- Crafco HP Asphalt Cold Patch or equal.
- Asphalt Concrete: Use Type B, per Section 39 of SSS.
    1. Aggregate in the mix shall be 3/8-inch maximum, coarse grading, as defined in Section 39 of SSS.
    2. Liquid Asphalts shall be SC-3000 grades in compliance with Section 93 of SSS.

1907-4 CONSTRUCTION AND EQUIPMENT

The following steps describe how this form of patching is carried out:

- Remove water and debris from the pothole.
- Square-up the sides of the patch area until vertical sides exist in reasonably sound pavement.
- Place the mix.
- Compact with a device (Single-drum vibratory rollers and/or vibratory plate compactors) the patch area.
- Open the repaired section to traffic as soon as maintenance workers and equipment are cleared from the area.

All equipment necessary for the satisfactory performance of this work shall be on hand and inspected before work will be permitted to begin.

1907-5 MEASUREMENT AND PAYMENT

Cold Mix Asphalt, complete and in place, shall be paid per Bid Schedule of Work and Prices, “Cold Mix Asphalt” item at the Contract Unit Price per pound (LB), as shown in the bid.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the work including preparation of surface, laying, and compaction.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the contract unit price per ton and no separate or additional payment will be made therefor.

1908 SLURRY CEMENT BACKFILL

1908-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to furnish and place controlled low strength material at locations shown on the plans or as directed by the Engineer.

1908-2 MATERIALS

Slurry cement backfill - must be a fluid workable mixture of aggregate, cement, and water.

Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E of SSS.

1908-3 CONSTRUCTION

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation.

Perform installation only per the approval of the Engineer prior to placement. Slurry backfill placement shall conform with Section 19-3.03F of SSS.

1908-4 MEASUREMENT AND PAYMENT

Slurry cement backfill and placement will be measured and paid for per cubic yard (CY) in place only for Engineer requested change.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the work including area preparation and placement.

**CITY OF OXNARD CONTRACT FOR**
**ON-CALL CONCRETE IMPROVEMENT PROJECT**
**SPECIFICATION NO. PW 21-90**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GRANITE CONSTRUCTION COMPANY ("Contractor"). Contractor's license number is 89.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Concrete Improvement Project Specification No. PW 21-90 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed ten million dollars ($10,000,000.00) during each Contract Term as extended from time to time.

4. Contract Term. The Contract Term shall begin on the Effective Date and end one (1) year thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Contract Term Extension. A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

a. Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.

b. Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

6. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

7. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task

Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

8. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

12. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

*[signatures on following page]*

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**GRANITE CONSTRUCTION COMPANY**

Jigisha Desai, Vice President[2] Date

Kenneth B. Olson, Asst. Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-8352
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.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $2,000,000<br>PRODUCTS COMP/OP AGG. $2,000,000<br>PERSONAL & ADV. INJURY $2,000,000<br>EACH OCCURRENCE $2,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& listed sub-consultant |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

City of Oxnard
Attn: Risk Manager
Reference No. A-8352
300 W. Third Street, Suite 302
Oxnard CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

# GENERAL LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the ACity@)

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ❒ PRODUCTS/COMPLETED OPERATIONS | | |
| ❒ PERSONAL & ADVERTISING INJURY | | |
| ❒ FIRE DAMAGE | | |
| ❒ _____ | | |
| ❒ _____ | | |

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, 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.

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, Aoccurrence@ 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-8352
**300 W. Third Street, Suite 302**
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

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

Name: _____

Address: _____

_____

Telephone: (  ) _____

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

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

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

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

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

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

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

a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

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

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**

**Attn: Risk Manager**

**Reference No.** A-8352

**300 W. Third Street, Suite 302**

**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

*(original signature required)*

Telephone: (  ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as On-Call Concrete Improvement Project Specification No. PW 21-90 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars ($_____), this amount being not less than a hundred percent (100%) of the total not-to-exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

Bond No. _____

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as On-Call Concrete Improvement Project. Specification No. PW 21-90 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,_____

*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total not-to-exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

EXHIBIT A

**CITY OF OXNARD**

**BID SHEETS FOR ON-CALL CONCRETE IMPROVEMENT PROJECT**
**SPECIFICATION NO. PW 21-90**

Bidder's Name: Granite Construction Company

To the Honorable Mayor and Members of the City Council:

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

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of bid items listed below. The lowest responsive Bid will be determined by a weighted sum of the sample item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process. The sample items and weighting to be used will be selected by the City, **kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process.**

**BID ITEM UNIT COST:**

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| **SCHEDULE A: PCC PAVEMENT CONSTRUCTION – PARK, STREET AND ALLEY** | | | | | |
| 1. | Unclassified Excavation | 1120-4 | CY | 20 – 100 | 98.00 |
| 2. | | | | 101 – 500 | 62.00 |
| 3. | | | | 501 – 1,000 | 60.00 |
| 4. | | | | 1,001 – 2,000 | 59.50 |
| 5. | | | | OVER 2,000 | 59.00 |
| 6. | Class 2 Aggregate Base | 1130-4 | TON | 20 – 100 | 85.00 |
| 7. | | | | 101 – 500 | 47.00 |
| 8. | | | | 501 – 1,000 | 46.00 |
| 9. | | | | 1,001 – 2,000 | 45.00 |
| 10. | | | | OVER 2,000 | 44.00 |
| 11. | AC Pavement Pulverization | 1147-4 | CY | 20 – 100 | 146.00 |
| 12. | | | | 101 – 500 | 46.50 |
| 13. | | | | 501 – 1,000 | 36.00 |
| 14. | | | | 1,001 – 2,000 | 35.00 |
| 15. | | | | OVER 2,000 | 34.50 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 16. | Portland Cement Stabilized Pulverized Base | 1149-5 | CY | 20 – 100 | 210.00 |
| 17. | | | | 101 – 500 | 100.15 |
| 18. | | | | 501 – 1,000 | 47.00 |
| 19. | | | | 1,001 – 2,000 | 32.75 |
| 20. | | | | OVER 2,000 | 31.50 |
| 21. | PCC Pavement, 8" Thick Per City Standard Plate 200 & 201 | 1180-6 | CY | 20 – 100 | 405.00 |
| 22. | | | | 101 – 500 | 350.00 |
| 23. | | | | 501 – 1,000 | 348.00 |
| 24. | | | | 1,001 – 2,000 | 347.50 |
| 25. | | | | OVER 2,000 | 347.00 |
| 26. | PCC Pavement, 6" Thick | 1180-6 | CY | 20 – 100 | 405.00 |
| 27. | | | | 101 – 500 | 360.00 |
| 28. | | | | 501 – 1,000 | 359.00 |
| 29. | | | | 1,001 – 2,000 | 358.50 |
| 30. | | | | OVER 2,000 | 357.50 |
| 31. | Road Stabilization Geotextle/Geogrid | SSPWC 300-10 | SQYD | 20 – 1,000 | 5.17 |
| 32. | | | | 1,001 – 5,000 | 4.84 |
| 33. | | | | OVER 5,000 | 4.84 |
| 34. | Cement Treated Base | SSPWC 301-3.3 | CY | 20 – 100 | 328.50 |
| 35. | | | | 101 – 500 | 307.00 |
| 36. | | | | 501 – 1,000 | 162.00 |
| 37. | | | | OVER 1,000 | 145.30 |
| 38. | Furnish And Deliver Portland Cement | 1182-3 | TON | 1 – 10 | 226.00 |
| 39. | | | | 11 – 50 | 226.00 |
| 40. | | | | OVER 50 | 226.00 |
| **SCHEDULE B: OTHER PCC CONSTRUCTION** | | | | | |
| 41. | Slurry Cement Backfill | 1908-4 | CY | 10 – 100 | 172.00 |
| 42. | | | | 101 – 500 | 164.00 |
| 43. | | | | OVER 500 | 163.50 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 44. | Remove And Replace PCC Sidewalk, 4" Thick Case A | 1174-6 | SQFT | 50 – 200 | 16.00 |
| 45. | | | | 201 – 1,000 | 15.50 |
| 46. | | | | 1,001 – 3,000 | 15.00 |
| 47. | | | | OVER 3,000 | 14.50 |
| 48. | Remove And Replace PCC Sidewalk, 4" Thick Case B | 1174-6 | SQFT | 50 – 200 | 16.00 |
| 49. | | | | 201 – 1,000 | 15.00 |
| 50. | | | | 1,001 – 3,000 | 14.50 |
| 51. | | | | OVER 3,000 | 14.25 |
| 52. | Grind PCC Sidewalk | 1174-6 | SQFT | 50 – 200 | 24.00 |
| 53. | | | | 201 – 1,000 | 23.00 |
| 54. | | | | OVER 1,000 | 22.00 |
| 55. | Remove And Replace PCC Residential Driveway, 6" Thick | 1174-6 | SQFT | 50 – 200 | 36.00 |
| 56. | | | | 201 – 1,000 | 35.00 |
| 57. | | | | OVER 1,000 | 34.50 |
| 58. | Remove And Replace PCC Alley Driveway, 8" Thick | 1174-6 | SQFT | 50 – 200 | 34.00 |
| 59. | | | | 201 – 1,000 | 54.00 |
| 60. | | | | OVER 1,000 | 53.50 |
| 61. | Remove And Replace PCC Commercial/ Industrial Driveway, 8" Thick | 1174-6 | SQFT | 50 – 200 | 47.00 |
| 62. | | | | 201 – 1,000 | 46.75 |
| 63. | | | | OVER 1,000 | 46.50 |
| 64. | Remove And Replace Cross Gutter And Spandrel, 8" Thick Per City Standard Plate 114 | 1174-6 | SQFT | 50 – 200 | 54.00 |
| 65. | | | | 201 – 1,000 | 53.00 |
| 66. | | | | OVER 1,000 | 52.50 |
| 67. | Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick | 1174-6 | SQFT | 50 – 200 | 34.50 |
| 68. | | | | 201 – 1,000 | 34.25 |
| 69. | | | | OVER 1,000 | 34.10 |
| 70. | Remove And Replace 4' Wide PCC Ribbon Gutter, 8" Thick Per City Standard Plate 117 | 1174-6 | LF | 10 – 100 | 128.00 |
| 71. | | | | 101 – 400 | 127.00 |
| 72. | | | | 401 – 1,000 | 126.00 |
| 73. | | | | OVER 1,000 | 125.50 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 74. | Remove And Replace PCC Curb & Gutter (Type A2-6) - Case A | 1174-6 | LF | 10 – 100 | 87.00 |
| 75. | | | | 101 – 400 | 86.75 |
| 76. | | | | 401 – 1,000 | 86.50 |
| 77. | | | | 1,001 – 3,000 | 86.25 |
| 78. | | | | OVER 3,000 | 86.00 |
| 79. | Remove And Replace PCC Curb & Gutter (Type A2-6) - Case B | 1174-6 | LF | 10 – 100 | 85.00 |
| 80. | | | | 101 – 400 | 84.00 |
| 81. | | | | 401 – 1,000 | 83.50 |
| 82. | | | | 1,001 – 3,000 | 83.00 |
| 83. | | | | OVER 3,000 | 82.50 |
| 84. | Remove And Replace PCC Curb & Gutter (Type A2-8) - Case A | 1174-6 | LF | 10 – 100 | 107.00 |
| 85. | | | | 101 – 400 | 106.75 |
| 86. | | | | 401 – 1,000 | 106.50 |
| 87. | | | | 1,001 – 3,000 | 106.25 |
| 88. | | | | OVER 3,000 | 106.00 |
| 89. | Remove And Replace PCC Curb & Gutter (Type A2-8) – Case B | 1174-6 | LF | 10 – 100 | 103.50 |
| 90. | | | | 101 – 400 | 103.25 |
| 91. | | | | 401 – 1,000 | 103.00 |
| 92. | | | | 1,001 – 3,000 | 102.75 |
| 93. | | | | OVER 3,000 | 102.50 |
| 94. | Install Or Remove And Replace PCC Rolled Curb And Gutter – Case A | 1174-6 | LF | 10 - 100 | 129.00 |
| 95. | | | | 101 - 400 | 128.00 |
| 96. | | | | OVER 400 | 127.50 |
| 97. | Install Or Remove And Replace PCC Rolled Curb And Gutter – Case B | 1174-6 | LF | 10 - 100 | 111.00 |
| 98. | | | | 101 - 400 | 110.50 |
| 99. | | | | OVER 400 | 110.00 |
| 100. | Remove And Replace PCC Curb & Gutter, Over 8" Up To 10" Curb Face | 1174-6 | LF | 10 – 100 | 103.00 |
| 101. | | | | 101 – 400 | 102.50 |
| 102. | | | | OVER 400 | 102.25 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 103. | Remove And Replace PCC Curb (Type A1-6) – Case A | 1174-6 | LF | 10 – 100 | 70.00 |
| 104. | | | | 101 – 400 | 69.75 |
| 105. | | | | 401 – 1,000 | 69.50 |
| 106. | | | | 1,001 – 3,000 | 69.25 |
| 107. | | | | OVER 3,000 | 69.00 |
| 108. | Remove And Replace PCC Curb (Type A1-6) – Case B | 1174-6 | LF | 10 – 100 | 67.50 |
| 109. | | | | 101 – 400 | 67.25 |
| 110. | | | | 401 – 1,000 | 67.00 |
| 111. | | | | 1,001 – 3,000 | 66.50 |
| 112. | | | | OVER 3,000 | 66.25 |
| 113. | Remove And Replace PCC Curb (Type A1-8) – Case A | 1174-6 | LF | 10 – 100 | 71.00 |
| 114. | | | | 101 – 400 | 70.50 |
| 115. | | | | 401 – 1,000 | 70.25 |
| 116. | | | | 1,001 – 3,000 | 70.00 |
| 117. | | | | OVER 3,000 | 69.75 |
| 118. | Remove And Replace PCC Curb (Type A1-8) – Case B | 1174-6 | LF | 10 – 100 | 66.50 |
| 119. | | | | 101 – 400 | 66.75 |
| 120. | | | | 401 – 1,000 | 67.00 |
| 121. | | | | 1,001 – 3,000 | 67.25 |
| 122. | | | | OVER 3,000 | 67.50 |
| 123. | Remove And Replace PCC Curb, Over 8" Up To 12" Curb Face | 1174-6 | LF | 10 – 100 | 70.00 |
| 124. | | | | 101 – 400 | 69.75 |
| 125. | | | | OVER 400 | 69.50 |
| 126. | 2' – 4' High Retaining Wall Per City Standard Plate 600 | 1174-6 | LF | 5 OR MORE | 825.00 |
| 127. | 6' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 840.00 |
| 128. | 8' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 1,089.00 |
| 129. | 10' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 1,225.00 |
| 130. | 4' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 1,500.00 |
| 131. | 6' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 1,640.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 132. | 8' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 2,290.00 |
| 133. | Install Curb Opening Catch Basin Per City Standard Plate 501, Max. W=3.5' and Max. V=6.0' | 1303-3 | EA | 1 OR MORE | 9,400.00 |
| 134. | Install Curb Opening Catch Basin Per City Standard Plate 501, Max. W=7.0' and Max. V=6.0' | 1303-3 | EA | 1 OR MORE | 10,000.00 |
| 135. | Install Grated Catch Basin Per City Standard Plate 503/504/505, Max. W=6.5' and Max. V=4.0' | 1303-3 | EA | 1 OR MORE | 10,500.00 |
| 136. | Install SD Manhole No. 1 Per City Standard Plate 513, Max. H=8.0' | 1303-3 | EA | 1 OR MORE | 21,000.00 |
| 137. | Remove And Replace Catch Basin Top Slab Including Curb Opening Per City Standard Plate 501, W=3.5', Complete-In-Place | 1303-3 | EA | 1 OR MORE | 8,050.00 |
| 138. | Remove And Replace Catch Basin Top Slab Including Curb Opening Per City Standard Plate 501, W=7.0', Complete-In-Place | 1303-3 | EA | 1 OR MORE | 11,950.00 |
| 139. | Concrete Gutter Depression Per City Standard Plate 509 | 1303-3 | SQFT | 10 – 100 | 45.00 |
| 140. | | | | 101 – 400 | 44.50 |
| 141. | | | | OVER 400 | 44.25 |
| **SCHEDULE C: MISCELLANEOUS WORK** | | | | | |
| 142. | Clearing And Grubbing | 1103-3 | SQYD | 100 – 5,000 | 2.25 |
| 143. | | | | 5,001 – 9,000 | 2.15 |
| 144. | | | | OVER 9,000 | 2.10 |
| 145. | Tree Removal (Up to 24" Dia. Trunk) | 1103-3 | EA | 1 OR MORE | 9,500.00 |
| 146. | Tree Removal (Over 24" To 36" Dia. Trunk) | 1103-3 | EA | 1 OR MORE | 10,000.00 |
| 147. | Shoulder Backing | 1170-4 | TON | 20 – 100 | 63.00 |
| 148. | | | | 1,01 – 500 | 61.00 |
| 149. | | | | OVER 500 | 60.50 |
| 150. | Install 24" Root Barrier Panel | 1174-6 | LF | 10 – 100 | 37.00 |
| 151. | | | | 101 – 400 | 36.75 |
| 152. | | | | 401 – 1,000 | 36.50 |
| 153. | | | | OVER 1,000 | 36.25 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 154. | Headerboard – 2"x4" | 1178-4 | LF | 8 OR MORE | 39.00 |
| 155. | Headerboard – 2"x6" | 1178-4 | LF | 8 OR MORE | 45.00 |
| 156. | Asphalt Concrete (Miscellaneous Area), Type III (DGAC-C2 PG6410) | 1150-10 | TON | 20 - 100 | 240.00 |
| 157. | | | | 101 – 500 | 239.00 |
| 158. | | | | 501 – 1,000 | 238.00 |
| 159. | | | | OVER 1,000 | 237.50 |
| 160. | Adjust Manhole Frame And Cover To Finished Grade Per City Standard Plate 412/510 | 1185-4 | EA | 1 - 10 | 1,433.00 |
| 161. | | | | 11 - 20 | 1,262.00 |
| 162. | | | | 21 - 100 | 1,205.00 |
| 163. | | | | 100 OR MORE | 1,205.00 |
| 164. | Adjust Catch Basin Frame And Grate To Finished Grade Per City Standard Plate 502 - 505 | 1185-4 | EA | 1 - 10 | 1,750.00 |
| 165. | | | | 11 - 20 | 1,630.00 |
| 166. | | | | 21 OR MORE | 1,520.00 |
| 167. | Adjust Survey Monument Cover To Finished Grade Per City Standard Plate 609 | 1185-4 | EA | 1 - 10 | 895.00 |
| 168. | | | | 11 - 20 | 755.00 |
| 169. | | | | 21 OR MORE | 700.00 |
| 170. | Adjust Sewer Cleanout Frame And Cover To Finished Grade Per City Standard Plate 407 | 1185-4 | EA | 1 - 10 | 895.00 |
| 171. | | | | 11 - 20 | 755.00 |
| 172. | | | | 21 OR MORE | 720.00 |
| 173. | Adjust Water Valve Frame And Cover To Finished Grade Per City Standard Plate 303 | 1185-4 | EA | 1 - 10 | 895.00 |
| 174. | | | | 11 - 20 | 755.00 |
| 175. | | | | 21 – 100 | 720.00 |
| 176. | | | | 100 OR MORE | 720.00 |
| 177. | Adjust Water Meter Box Frame And Cover To Finished Grade Per City Standard Plate 304/305 | 1187-4 | EA | 1 - 10 | 895.00 |
| 178. | | | | 11 - 20 | 755.00 |
| 179. | | | | 21 OR MORE | 720.00 |
| 180. | Adjust Utility Frame And Cover To Finished Grade Per City Standard Plate 307 | 1187-4 | EA | 1 - 10 | 1,320.00 |
| 181. | | | | 11 - 20 | 1,205.00 |
| 182. | | | | 21 OR MORE | 1,205.00 |
| 183. | Install or Preserve Survey Monumentation | 1190-4 | EA | 1 OR MORE | 1,750.00 |
| 184. | Reset And Relocate Mail Box | 1192-5 | EA | 1 OR MORE | 785.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 185. | Remove And Replace Sidewalk Concrete Drainage Channel With Steel Plate Cover , Complete-In-Place | 1192-5 | SQFT | 20 OR MORE | 605.00 |
| 186. | Remove And Replace 14" Sidewalk Drainage Trench & Grate, Complete-In-Place | 1192-5 | LF | 4 OR MORE | 1,725.00 |
| 187. | Remove And Replace Curb (Type C1-6) | 1192-5 | LF | 5 OR MORE | 190.00 |
| 188. | Remove And Replace Type E Curb Per Caltrans A87A | 1192-5 | LF | 5 OR MORE | 216.00 |
| 189. | Remove And Replace Sidewalk Drain Pipe Per City Standard Plate 122 | 1192-5 | LF | 4 OR MORE | 124.00 |
| 190. | Remove And Replace Sidewalk Double Box Storm Drain, Complete-In-Place | 1192-5 | SQFT | 4 OR MORE | 1,980.00 |
| 191. | 6-Inch Thick Concrete Swale | 1192-5 | CY | 5 OR MORE | 690.00 |
| 192. | Relocate Fire Hydrant Per City Standard Plate 300 | 1410-4 | EA | 1 OR MORE | 24,750.00 |
| 193. | Relocate Water Meter Assembly (2 inch and smaller) Per City Standard Plate 304 | 1411-3 | EA | 1 OR MORE | 6,010.00 |
| 194. | Install Or Replace 1-Inch Water Services Assembly Per City Standard Plate 305 | 1411-3 | EA | 1 OR MORE | 21,215.00 |
| 195. | Install Or Replace Water Services Assembly, 1 ½ - 2 Inches Per City Standard Plate 304 | 1411-3 | EA | 1 OR MORE | 28,990.00 |
| 196. | Furnish And Install Detectable Warning Surface Tiles | 1905-4 | SQFT | 12 – 120 | 57.00 |
| 197. | | | | 121 – 420 | 56.50 |
| 198. | | | | OVER 420 | 56.00 |
| 199. | Remove Concrete Pavement | 1906-4 | CY | 1 – 100 | 60.50 |
| 200. | | | | 101 – 1,000 | 60.25 |
| 201. | | | | OVER 1,000 | 60.00 |
| 202. | Remove Concrete (Miscellaneous) | 1906-4 | CY | 1 – 100 | 158.00 |
| 203. | | | | 101 – 1,000 | 157.50 |
| 204. | | | | OVER 1,000 | 113.00 |
| 205. | Remove Asphalt Concrete Pavement and/or Other Asphalt Structures | 1906-4 | CY | 1 – 100 | 98.00 |
| 206. | | | | 101 – 1,000 | 60.00 |
| 207. | | | | OVER 1,000 | 59.50 |
| 208. | Remove And Install Chain Link Fence, 3.5' – 6' High | SSPWC 304-3.4 | LF | 5 OR MORE | 200.00 |
| 209. | Remove And Install Chain Link Fence, 8' High | SSPWC 304-3.4 | LF | 5 OR MORE | 267.00 |
| 210. | Remove And Install Chain Link Fence, 10' High | SSPWC 304-3.4 | LF | 5 OR MORE | 333.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 211. | Relocate Chain Link Fence | SSPWC 304-3.4 | LF | 5 OR MORE | 164.00 |
| 212. | Remove And Install Wood Fence, 3.5' – 6' High | SSPWC 305-2.6 | LF | 5 OR MORE | 198.00 |
| 213. | Furnish And Install ½" Rubber Wear Course | 1909-8 | SQFT | 50 - 200 | 13.50 |
| 214. | | | | 201 – 1,000 | 11.70 |
| 215. | | | | OVER 1,000 | 10.75 |
| **SCHEDULE D: LANDSCAPE AND IRRIGATION WORK** | | | | | |
| 216. | Adjust Irrigation Box To Finished Grade | 1187-4 | EA | 1 OR MORE | 565.00 |
| 217. | Landscape - Tree Planting - Ulmus Parvifolia/Chinese Elm (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 2,825.00 |
| 218. | Landscape - Tree Planting - Tristania Conferta/Brisbane Box (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 1,980.00 |
| 219. | Landscape - Tree Planting - Syagrus Romanzoffiana/Queen Palm (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 1,980.00 |
| 220. | Landscape - Tree Planting - Tristaniopsis Laurina/Water Gum (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 2,825.00 |
| 221. | Landscape - Top Soil, Class A | 1601-2 | CY | 5 - 20 | 74.00 |
| 222. | | | | 21 - 100 | 74.00 |
| 223. | | | | OVER 100 | 74.00 |
| 224. | Landscape – 3" Thick Mulch, Type 1 | 1601-2 | CY | 10 - 20 | 29.00 |
| 225. | | | | 21 - 50 | 29.00 |
| 226. | | | | OVER 50 | 29.00 |
| 227. | Landscape – Irrigation-(Complete-In-Place) | 1601-2 | SQYD | 10 - 100 | 57.00 |
| 228. | | | | 101 – 500 | 57.00 |
| 229. | | | | OVER 500 | 57.00 |
| 230. | Minor Concrete (4-Inch Thick Stamped Colored Concrete) Per City Standard Plate 128 | 1602-4 | SQFT | 5 - 100 | 19.00 |
| 231. | | | | 101 - 500 | 18.75 |
| 232. | | | | OVER 500 | 18.50 |
| 233. | Landscape - Unclassified Fill | 1904-4 | CY | 5 - 20 | 40.00 |
| 234. | | | | 21 – 100 | 40.00 |
| 235. | | | | OVER 100 | 40.00 |
| 236. | Landscape – Imported Borrow | 1904-4 | CY | 5 - 20 | 75.00 |
| 237. | | | | 21 – 100 | 75.00 |
| 238. | | | | OVER 100 | 75.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 239. | Install Backflow Prevention Device Per City Standard Plate 309 | SSPWC 306-15.8 | EA | 1 OR MORE | 28,285.00 |
| **SCHEDULE E: MISCELLANEOUS PAVEMENT STRIPING AND MARKING** | | | | | |
| 240. | Reflectorized Paint (2-Coat) Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, or railroad-grade-crossing marking | 1515-4 | SQFT | 50 – 1,000 | 5.65 |
| 241. | | | | 1,001 – 5,000 | 4.52 |
| 242. | | | | OVER 5,000 | 3.39 |
| 243. | 3" Double White/Blue Solid Reflectorized Paint (2-Coat) Parking Stall Stripe | 1515-4 | LF | 1 – 500 | 1.70 |
| 244. | | | | 501 – 1,000 | 1.41 |
| 245. | | | | OVER 1,000 | 1.13 |
| 246. | 4" Solid White/Blue/Yellow Reflectorized Paint (2-Coat) | 1515-4 | LF | 1 – 500 | 1.41 |
| 247. | | | | 501 – 2,000 | 1.24 |
| 248. | | | | OVER 2,000 | 1.13 |
| 249. | 6" Solid White/Yellow Reflectorized Paint (2-Coat) | 1515-4 | LF | 1 – 500 | 2.83 |
| 250. | | | | 501 – 2,000 | 2.49 |
| 251. | | | | OVER 2,000 | 2.26 |
| 252. | Curb Paint (2-Coat) (Red, Green, Blue, Yellow, Gray, Or White) | 1515-4 | LF | 1 – 500 | 2.83 |
| 253. | | | | 501 – 2,000 | 2.54 |
| 254. | | | | OVER 2,000 | 2.26 |
| 255. | Remove Traffic Stripe (Grind) | 1515-4 | LF | 1 – 1,000 | 3.39 |
| 256. | | | | OVER 1,000 | 1.70 |
| 257. | Remove Pavement Marking (Grind) | 1515-4 | SQFT | 1 – 1,000 | 2.83 |
| 258. | | | | OVER 1,000 | 2.26 |
| 259. | Remove And Dispose Yellow Thermoplastic Pavement Stripe | 1515-4 | LF | 1 – 1,000 | 2.83 |
| 260. | | | | OVER 1,000 | 2.26 |
| 261. | Remove And Dispose Yellow Thermoplastic Pavement Marking | 1515-4 | SQFT | 1 – 1,000 | 2.83 |
| 262. | | | | OVER 1,000 | 2.26 |
| 263. | Install ADA Symbol (ISA) Pavement Marking | 1515-4 | EA | 1 OR MORE | 56.53 |
| **SCHEDULE F: STREET AND TRAFFIC SIGNS, AND TRAFFIC SIGNAL SYSTEM** | | | | | |
| 264. | Adjust Traffic Pull Box To Finished Grade | 1187-4 | EA | 1 OR MORE | 904.00 |
| 265. | Install Traffic Signal Conduit, 3" Dia. PVC Schedule 40 | 1520-23 | LF | 5 OR MORE | 633.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 266. | Install Type D Inductive Loop Detector | 1520-23 | EA | 1 - 10 | 3,954.00 |
| 267. | | | | 11 - 50 | 622.00 |
| 268. | | | | 51 - 200 | 509.00 |
| 269. | | | | 201 OR MORE | 452.00 |
| 270. | Install Type E Inductive Loop Detector | 1520-23 | EA | 1 - 10 | 3,955.00 |
| 271. | | | | 11 - 50 | 622.00 |
| 272. | | | | 51 – 200 | 509.00 |
| 273. | | | | 201 OR MORE | 452.00 |
| 274. | Relocate Traffic Pull Box | 1525-4 | EA | 1 OR MORE | 42,930.00 |
| 275. | Install #6E Steel Pull Box (Traffic Rated) | 1525-4 | EA | 1 OR MORE | 1,355.00 |
| 276. | Install Or Remove And Replace Street Name Sign Per City Standard Plate 205 | 1530-4 | EA | 1 - 10 | 226.12 |
| 277. | | | | 11 - 50 | 226.12 |
| 278. | | | | 51 – 200 | 220.47 |
| 279. | | | | 201 OR MORE | 209.16 |
| 280. | Install Or Remove And Replace Advance Street Name Sign Per City Standard Plate 206 | 1530-4 | EA | 1 - 10 | 508.77 |
| 281. | | | | 11 - 50 | 480.51 |
| 282. | | | | 51 – 200 | 452.24 |
| 283. | | | | 201 OR MORE | 423.98 |
| 284. | Install Or Remove And Replace Overhead Street Name Sign Per City Standard Plate 206 | 1530-4 | EA | 1 - 10 | 2,825.00 |
| 285. | | | | 11 - 50 | 2,825.00 |
| 286. | | | | 51 – 200 | 2,825.00 |
| 287. | | | | 201 OR MORE | 2,825.00 |
| 288. | Install Or Remove And Replace Way Finding Sign Per City Standard Plate 207 | 1530-4 | EA | 1 - 10 | 565.30 |
| 289. | | | | 11 - 50 | 537.04 |
| 290. | | | | 51 – 200 | 508.77 |
| 291. | | | | 201 OR MORE | 480.51 |
| 292. | Install Or Remove And Replace Sign Post Per City Standard Plate 203/204 | 1530-4 | EA | 1 - 10 | 169.59 |
| 293. | | | | 11 - 50 | 1,646.16 |
| 294. | | | | 51 – 200 | 158.28 |
| 295. | | | | 201 OR MORE | 152.63 |
| 296. | Install Traffic Sign On Existing Post Per City Standard Plate 204 | 1530-4 | EA | 1 OR MORE | 282.65 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 297. | Remove, Relocate, Or Re-Install Traffic Sign Per City Standard Plate 204 | 1530-4 | EA | 1 OR MORE | 169.59 |
| 298. | Remove, Relocate Or Reset Sign Post Including All Attachments Per City Standard Plate 203/204 | 1530-4 | EA | 1 OR MORE | 226.12 |
| 299. | Install Object Marker Type K | 1530-4 | EA | 1 OR MORE | 209.17 |
| 300. | Install Object Marker Type L | 1530-4 | EA | 1 OR MORE | 226.12 |
| | | | | | DO NOT TOTAL ALL PRICES |

Note:

1. No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material, and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

2. The ranges of quantities listed in the Bid Sheet are supplied only to give an indication of the general scope of work.

3. Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.2 and 7-3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

By signing below, Bidder acknowledges that the Evaluation Quantities above are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

**Terms of Extension.**
A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

- Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.

- Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

**The City does not promise or guarantee that Contractor's services will be called upon at any time or at all.**

Bidder acknowledges receipt of all addenda

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | 6/10/2021 | #03 | |
| #02 | | #04 | |

Bidder's Name (Company): Granite Construction Company

Signature: Scott McArthur

Title: Vice President

Print: Scott McArthur

Date: 6/10/2021

Signature:

Title: Assistant Secretary

Print: Kenneth B. Olson

Date: 6/10/2021

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
January 4, 1922
CALIFORNIA

REVISED B 15

## SPECIAL PROVISIONS

The On-Call Concrete Improvement Project, Specification Number PW 21-90 includes:

Appendix: A – PCC Pavement Construction details.

Appendix: B – Other PCC construction details.

Appendix: C – Miscellaneous Work details.

Appendix: E – Citywide Street classification data.

1000 GENERAL

1000-1 LOCATION AND DESCRIPTION OF WORK

The Project consists of furnishing all necessary labor, tools, materials, equipment, work signs, cones and/or traffic control equipment, other incidentals and appurtenant Works necessary to perform and satisfactorily complete concrete improvements on Arterial, residential and collector streets; service roads, alleys and parks on an as needed basis at various locations throughout the City.

Actual quantities of Work to be performed may vary at the discretion of the Engineer.

The Work to be done hereunder consists primarily of constructing concrete repairs and improvements on City owned streets, alleys and parks. The Work generally includes construction of Portland cement concrete pavements, curb & gutters, cross gutters, ADA ramps, curbs, gutters, jogging paths, and sidewalks; installation of crushed miscellaneous base; excavation; grading; and concrete and bituminous surface removal. The Work may also include furnishing and placing earth fill; adjusting or reconstructing manhole frames; reconstructing curb drains; traffic striping and marking; traffic signal conduit; street light conduit; and landscaping and irrigation.

If the City awards the Contract, the minimum Contract amount for a given Task Order is not less than $ 250,000.

Expected annual fund allocation for this Project is $ 2,000,000.00 - $10,000,000.00. However, the City cannot and does not guarantee that the maximum amount of the funds will be utilized.

The Project Manager will issue a Task Order with an approved site specific construction plans, details, anticipated bid items and quantities to the Contractor. Contractor shall respond within ten (10) Working Days of receiving a Task Order with requested information.

Work must begin within fourteen (14) Calendar Days after the Notice to Proceed is issued.

Work ordered prior to the expiration of the Contract period, but not completed by the expiration date of the Contract period, shall be completed with all provisions of the Contract still in force, as long as the work will not cause the Contract to exceed its amount.

All work shall be done in accordance with the Standard Specifications for Public Works Construction and States Standard Specifications as specified herein conforming to applicable sections of these Specifications and Special Provisions in the Contract Documents.

It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of Work.

1000-2 SURVEY CONTROL

The control for the various locations is indicated on the Plans. References are made to the right-of-way line, centerline of street, and existing utility lines.

1000-3 TESTS OF MATERIALS

Unless otherwise specified, all tests shall be performed in accordance with the California Test Methods (CTM). The materials testing laboratory and sampling and testing personnel shall be Caltrans certified.

1000-4 WATER SUPPLY

The City will furnish the Contractor, at cost, a meter and an adequate supply of water for the purpose of backfill compacting, constructing, and testing all of the Work under these Specifications. The Contractor shall, however, have the responsibility for and the cost of, transporting and handling of the water furnished by the City. The location at which the water supply will be made available to the Contractor will be a point, or points, to be designated by the City. A backflow prevention device shall be provided at the Contractor’s expense. Other than for this particular exemption, Section 2-5.2 of the Greenbook shall apply.

1000-5 NOTICE TO AREA RESIDENTS

The Contractor shall notify by color door hanger (in English and Spanish) all residents, businesses, and agencies that will be affected by the Work specified at least four (4) Working Days and again two (2) Working Days in advance of the start of the Work.

The Contractor shall post all streets that are to be worked upon with temporary "No Parking Tow Away" signs at 50-foot intervals at least 24 hours before commencing Work on any street. Signs will be furnished by the Contractor. The Contractor shall indicate the effective times and dates (Month – Day – Year) on the signs in the spaces provided prior to posting for the duration of time required to complete this Work. The Contractor shall remove these signs immediately when they are no longer needed throughout the Project schedule. Posting of signs are to be for specific Work and detours only, Contract duration signage will not be allowed. The Contractor shall notify the Oxnard Police Traffic Division of

such postings to permit verification by them in the event that towing may be necessary to facilitate the Work. The Oxnard School District, the City of Oxnard Environmental Resources Division, and emergency services such as police, fire, etc., shall be notified by the Contractor of the streets scheduled to be worked on at least 48 hours prior to construction to allow them to adjust their schedules, copies of such notifications shall be provided to the City Inspector.

The Contractor shall submit the “Notice To the Area Residents” and “No Parking Tow Away” signs to the Engineer for approval 7 Calendar Days prior to the date of notification.

If the Work is delayed or rescheduled for any reason after placement of the "No Parking Tow Away" signs, the Contractor shall re-date the signs immediately and notify affected agencies, businesses, and residents in a prompt fashion.

Payment for "Notice to Area Residents" and “No Parking Tow Away” signs will be included in the price for “Traffic Control And Public Convenience And Safety” bid item of Work and no additional payment will be made thereof.

1000-6 SUPERVISION AND SUPERINTENDENCE

The representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided.

1000-7 HOURS OF INSPECTORS

Should the Contractor elect at any time or from time to time, and with prior written permission from the Project Manager, to conduct operations on any regular shift more than eight (8) hours in any day or more than forty (40) hours in any week, or on any Saturday, Sunday or holiday and if in the opinion of the Engineer it is necessary for any City Inspector or Inspectors, as a consequence thereof, to work more than eight (8) hours in any day or more than forty (40) hours in any week, or on any Saturday, Sunday or holiday (minimum time 8 hours), the Contractor shall bear the costs to the City of any premium or overtime pay to the inspector or inspectors, as a consequence of such operations.

Premium or overtime pay shall be that portion which is in addition to regular pay on a straight time basis. A statement covering such premium or overtime pay shall be submitted to the Contractor by the City and payment shall be due at the end of the Project during Contract completion. The payment will be deducted from the final Work in place of an invoice or the release of retention by the City.

1000-8 CITY OF OXNARD STANDARD PLATES AND DESIGN CRITERIA

The Contractor shall be responsible to obtain the current City of Oxnard Plates and Design Criteria. A free copy of these standards may be obtained from the City website at: https://www.oxnard.org/city-department/development-services/standard-plates-and-design-criteria/.

1000-9 GRAFFITI REMOVAL AND PAINTING

Throughout all phases of construction, including weekends, suspensions, and final acceptance, the Contractor shall remove and seal or remove, paint, and seal graffiti locations determined by the Engineer within 24 hours of discovery.

The Contractor shall provide qualified personnel having a working knowledge of removing, painting and sealing graffiti, which shall include but not be limited to power washing, sandblasting, sponge blasting, and repainting and sealing areas which have been defaced with graffiti.

The methods used to remove the graffiti shall not degrade the surface being cleaned. Paint shall be acrylic latex conforming to Federal Standard 595B matching the existing colored surface. Surfaces may include but not be limited to concrete, metal, or masonry, brick, signs, decorative block, sidewalks, or streets, which will require an accepted method of graffiti removal or application of an anti-graffiti coating or sealant.

Locations of graffiti removal may be anywhere on the construction site. Payment for graffiti removal shall be included in the prices bid for the various items of Work involved and no additional payment will be made for this Work.

1000-10 REFERENCE TO STANDARDS

Reference to Standard Specifications for Public Works Construction (SSPWC) shall mean the 2018 edition unless otherwise specified in the Special Provisions.

Reference to States Standard Specifications (SSS) and Plans, Manual on Uniform Traffic Control Devices (MUTCD), manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated herein conforming to applicable sections of the General Provisions and Special Provisions.

1000-11 DAMAGES AND PRE-EXISTING CONDITIONS

The Contractor shall be responsible for all damages caused by the Contractor's construction operations. The Contractor shall provide all resources required to restore damaged facilities, systems or equipment to their original condition at no additional cost to the City.

The Contractor shall perform a survey of pre-construction conditions in the vicinity of the Contractor's construction activities, utilizing photographs or video recordings, and other means as necessary to document existing damage or

conditions. This survey will assist in resolving any damage claims against the City and the Contractor during and after construction.

Provide a copy of the survey to the City before construction begins.

This is a general requirement and will be considered as included in the Mobilization/Demobilization item of Work per Task Order, no additional payment will be made therefor.

1001 MOBILIZATION/ DEMOBILIZATION
(Not a Bid Item)

1001-1 MOBILIZATION - Mobilization shall consist of preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for Work on the Project; and for all other Work and operations which must be performed or costs incurred prior to beginning Work on the various Contract items on the Project site.

1001-2 DEMOBILIZATION - Following completion of all Contract Work, demobilization shall include all activities and costs for transportation and removal of personnel, equipment, and supplies not required or included in the Contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this Contract.

The Contractor shall perform a survey of post-construction conditions in the vicinity of the Contractor's construction activities utilizing photographs or video recordings. Provide a copy of the post-construction survey to the City after the completion of the project.

1001-3 MEASUREMENT AND PAYMENT

Mobilization and demobilization shall be paid for a lump sum (LS) price per a "Task Order" issued by the Project Manager.

The Contractor shall be paid three and a half percent (3.5%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for mobilization and demobilization. All mobilization and demobilization cost beyond the allocated percentage shown above shall be considered included in the items in which mobilization and demobilization is used.

Payment shall be billed in the same percentage as WIP.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1002 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY
(Not a Bid Item)

Traffic control and public convenience and safety shall be provided by the City Contractor in accordance with Section 1505 of these Special Provisions.

Payment for traffic control, which includes portable changeable message sign, construction signing, and traffic maintenance, shall be made at the lump sum (LS) price per a “Task Order” issued by the Project Manager.

The Contractor shall be paid four percent (3%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for traffic control and public convenience and safety. All traffic control cost beyond the allocated percentages shown above shall be considered included in the items in which traffic control is used.

NOTE: Classification of streets can be found at the Appendix: E of the Special Provisions.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1003 STORM WATER POLLUTION PREVENTION PLAN
(Not a Bid Item)

The City Contractor will provide storm water and erosion control measures as necessary for on-call projects in accordance with Section 1800 of these Special Provisions.

The Contractor shall be paid one half percent (0.5%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for the Work of preparing, implementing, inspecting, maintaining and removing the SWPPP on a lump sum (LS) basis per a “Task Order” issued by the Project Manager. All storm water pollution prevention plan cost beyond the allocated percentage shown above shall be considered included in the items in which SWPPP is used.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1004 EXISTING UTILITY FACILITY

1004-1 SCOPE

The Contractor shall protect manhole covers, water valve covers, survey monuments, and grates of existing facilities. If necessary, they will be adjusted to grade by respective utility companies, unless noted on the plans and bid proposal as part of this Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. On covers needing grade adjustment, the Contractor shall mark the location of all

existing covers by scribing a cross in the new surface course. The cross mark shall be clear and legible after final rolling.

Curb markings for referencing the location of existing water valves, manholes and survey monuments shall be limited to 100 square inches at each location. Such markings shall be made with white paint backgrounds with black lettering. Any paint markings not in conformance with the above requirement shall be completely removed by the Contractor prior to completion of the Project.

The location of the existing underground utilities have been located in the field or obtained from the best available records. The Contractor shall assume the sole responsibility for confirming the exact locations of these facilities and protecting same from harm.

Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

1004-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Protect overhead power lines in the vicinity while operating heavy equipment such as a crane, backhoe and so forth.

B. Protect in-place all utilities intersecting the new lines and lateral lines that are in close proximity, especially gas, telephone lines, cable TV, including sewer lateral and water service lines. Protection shall include providing adequate support when necessary of lines crossing above said lines. The Contractor shall bear the entire cost of repairing or replacing any utilities damaged during the progression of the Work.

C. Removal and disposal of existing concrete bulkheads.

D. Protect existing sewer laterals, and if damaged, Contractor shall repair or replace at its own cost.

E. Protect existing water service lines, and if damaged, Contractor shall repair or replace at its own cost.

F. Protect existing trees at the sidewalk and walkway.

G. Protect water meter box, and other utility fixtures.

H. Protect all private utility company's boxes, meters, backflow devices, and other structures.

1004-3 MEASUREMENT AND PAYMENT

Payment for Miscellaneous and Existing Facilities items A thru H shall be included in the prices bid for the various items of Work involved and no additional payment will be made therefor.

1005 CHANGES INITIATED BY THE AGENCY.

1005-1 CONTRACT UNIT PRICES.

1005-1.1 GENERAL.
Greenbook Section 7-3.5.1, which is not incorporated, shall be completely replaced with the following:

The quantities identified in the Bid Worksheet are estimates and will vary by work site or grouping of work sites for each specific work or purchase order issued. The work site locations will be varied locations throughout the entire City. If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans, Specifications or Special Provisions the City will adjust the total payment to be made for the item of Work by multiplying the bid item quantity authorized and installed by the Contract Unit Price.

Greenbook Sections 7-3.5.2 and 7-3.5.3 do not apply to this Contract.

1005-1.2 INCREASES OF MORE THAN 25%.
Greenbook Section 7-3.5.2 is not incorporated. This subsection is deleted.

1005-1.3 DECREASES OF MORE THAN 25%.
Greenbook Section 7-3.5.3 is not incorporated. This subsection is deleted.

1100 STREET

1101-1102 NOT USED

1103 CLEARING AND GRUBBING

1103-1 SCOPE

Clearing and grubbing shall be performed in accordance with Section 300-1 in the SSPWC and the modifications described herein. Unless otherwise specified, the area shall be cleared of all debris and objectionable materials as called out in the plan and as directed by the Engineer.

1103-2 CONSTRUCTION

Clearing and grubbing shall be performed in accordance with Section 300-1 in the SSPWC and the modifications described herein.

Clearing shall consist of the trimming of trees, removal of brush, weeds, stumps, timber or logs, trash, and other objectionable material and debris.

Grubbing shall consist of the removal of sod, grass, stumps, partially buried logs, above ground roots, vegetation, and other objectionable material on the ground surface.

The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances, and services necessary for the execution and completion of all clearing and grubbing Work described herein as directed by the Engineer.

1103-2.1 CUTTING TREES AND STUMP REMOVAL

Before any tree is cut down, the tree shall be completely "topped" in an accepted manner approved by the Engineer so as to protect all utilities, public and private properties. The Contractor shall be responsible for removing branches, foliage, etc., from the construction site as soon as the tree has been cut. If any curb, sidewalk, wall, street, etc., is damaged during the removal of a tree, the Contractor shall replace the damaged portions at his/her own expense as directed by the Engineer.

Stumps shall be removed to a minimum depth of twelve inches (24") below finished grade. The stumps shall be removed by a "stump router" or any other manner as approved by the Engineer. If the portion of curb and sidewalk is in good condition at the stump and the Contractor removed the stump by other means than a "stump router" and damages the curb and sidewalk, the Contractor shall replace same at his/her own expense. If the Engineer determines that the stump cannot be removed without damaging the curb and/or sidewalk, the City will bear the cost of replacing the curb and sidewalk

1103-3 MEASUREMENT AND PAYMENT

Clearing and grubbing shall be paid for at a square yard (SQYD) price as indicated in the Bid Sheets.

The Contract square yard price paid for clearing and grubbing shall include full compensation for furnishing all labor, tools, equipment, and incidentals for doing all the Work involved in clearing and grubbing, including removal and disposal of the resulting materials off the Work site as shown on the Plans or as directed by the Engineer, and as specified in these Specifications and Special Provisions.

Payment for removal of trees and/or stumps will be made at the Contract unit Price per size of diameter or range of diameter sizes of the trunk. Such payment shall constitute full compensation for furnishing all labor, materials, tools & equipment, and services including backfilling, removal and disposal of the resulting materials off the Work site and all incidentals to complete the Work.

1105 SUB GRADE PREPARATION

1105-1 SCOPE

Sub grade preparation shall be performed in accordance with Section 301-1 in the SSPWC and the modifications described herein.

After excavation to the dimensions directed by the Engineer, the existing sub-grade shall be compacted to 95% relative compaction under concrete repairs and 95% relative compaction under pavement repairs. Sub grade for sub base or

base material shall not vary more than 0.05 foot from the specified grade and cross-section.

The following shall be added at the end of the first paragraph of Section 301-1.2 of the SSPWC: “Operation of construction equipment on prepared sub grade shall be kept to a minimum. Only equipment required for completion of the Work shall be operated on the job site (e.g. motor graders, water trucks, steel drum compaction equipment, etc.).”

The first sentence of the second paragraph of Section 301-1.2 of the SSPWC shall be amended to read: "After rough grading has been completed, the roadbed shall be loosened to a depth of at least 12 inches unless directed by the Engineer to loosen the soil to a lesser depth."

The following shall be added to the second paragraph of Section 301-1.2 of the SSPWC after the second sentence: "All weeds and deleterious materials shall be removed from the loosened soil."

The following shall be added to the second paragraph of Section 301-1.3 of the SSPWC: "The term 'firm, hard and unyielding' shall mean that when the heaviest construction and hauling equipment and/or a fully-loaded 2,500 gallon water truck, whichever is heavier, drives over the sub grade, no visual movement or deformation shall occur either before or during the pavement construction."

The following shall be added at the beginning of the first paragraph of Section 301-1.4 of the SSPWC: "The soil shall be shaped to a neat and smooth surface. Where paving is to be placed adjacent to gutters, the sub grade shall be graded so that after the surfacing is placed, the top of the surfacing shall be 3/8 inch above the gutter lip."

## 1105-2 SOIL STERILIZATION

Soil sterilant shall be applied in all areas where cold joints are formed between asphalt; Portland cement concrete; or between asphalt and Portland cement concrete and where asphaltic concrete paving is to be placed directly on base or sub grade materials, including but not necessarily limited to the construction of curb; gutter; sidewalk; driveway; and street and alley paving.

The base or sub grade shall be sterilized after completion of grading and compaction. The sterilant shall be Bare Spot Monobar Chlorate Granular by J. R. Simplot or equal.

## 1105-3 GRADING OF AREAS NOT TO BE PAVED

Roadway areas where “grade only” is called for on the Plans shall be graded to meet tolerances for base subgrade. The surface shall be constructed to a straight grade from the finish pavement or curb elevations shown on the Plans to the elevation of the existing ground at the extremities of the area to be graded.

## 1105-4 MEASUREMENT AND PAYMENT

Payment for preparing a subgrade will be considered as included in the item of Work for which the subgrade is prepared for, no additional payment will be made therefor.

1106 NOT USED

1110 NOT USED

1120 UNCLASSIFIED EXCAVATION

1120-1 SCOPE

Unclassified excavation shall consist of all roadway excavation unless separately designated. This includes excavation of concrete pavement and/or asphalt concrete pavement, aggregate base, cement treated base, and sub grade soils in roadway areas to be constructed or reconstructed and excavation of failed areas to be repaired. Not less than two working days prior to beginning removals and excavation, the Contractor shall clearly mark the limits of Work for review and approval by the Engineer. Removal of soft or unstable soils that are encountered underlying proposed concrete pavement and/or asphalt concrete pavement reconstruction areas shall be unclassified excavation. Excavated material shall be disposed of off-site in a legal manner at the Contractor's expense.

If tree roots are present, removal will be performed per Subsection 1142-3 of these Specifications and Special Provisions.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor’s operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense.

Bituminous pavement and concrete pavement shall be removed to neatly sawed edges with saw cuts to clean straight lines or parallel to the alignment of the roadway.

All excavation related to concrete and/or subgrade removal for the construction of median curb, sidewalk, curb and gutter, ribbon gutters, driveways, and cross gutters and spandrels, ADA ramps, curbs and other bid items that specify removal shall be included in the unit price of those bid items and not a part of unclassified excavation.

Operation of trucks and equipment on excavated sub grade surface shall be kept to a minimum. Excavations shall be performed with a track mounted excavator or track mounted loader unless otherwise directed by the Engineer. Operation of trucks used for hauling unclassified excavated spoils shall be on unexcavated portions of the street and/or alley.

1120-2 UNSUITABLE MATERIAL

In the event that unsuitable material is encountered, it shall be removed and replaced in accordance with these Special Provisions and as directed by the Engineer.

Unsuitable material is defined as material the Engineer determines to be:

A. of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or

B. too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the Work; or

C. otherwise unsuitable for the planned use.

Areas of unsuitable material shall be excavated to the limits designated by the Engineer and replaced as determined by Engineer. The Contractor shall employ excavation means and methods which do not worsen the sub grade condition during construction. The Contractor will not be paid for over-excavation.

1120-3 SUB GRADE PREPARATIONS

After excavation to the dimensions directed by the Engineer, the Contractor shall set string line or stakes at the centerline and edge of each Street and/or alley segment to visually represent completed finished surfaces. The Engineer and the Contractor shall then review the Project and adjustments shall then be made to the design grades as directed by the Engineer. Following approval of grades by the Engineer, existing sub grade shall be prepared in accordance with Article 1105 “Sub grade Preparation” of these special provisions.

For excavated unsuitable areas, the bottom of the unsuitable excavation shall be rolled with a small static steel wheel roller to create a relatively uniform surface. No compaction or moisture conditioning of soils under unsuitable materials shall be performed.

1120-4 MEASUREMENT AND PAYMENT

Payment for Unclassified Excavation shall be paid per the Bid Sheets, “Unclassified Excavation” item at the Contract Unit Price per cubic yard (CY).

Payment shall include all costs associated with excavation, saw cutting, and disposal of excess material and preparation of the sub grade.

1130 AGGREGATE BASE

1130-1 SCOPE

Aggregate base shall be placed in areas where unsuitable material has been excavated under AC pavement, concrete pavement, and concrete repair areas and where called for by the Plans and these Special Provisions.

1130-2 MATERIAL

Aggregate base shall conform to the ¾" Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

1130-3 CONSTRUCTION

Aggregate base shall be installed in accordance with Section 301-2 "Untreated Base" of the SSPWC and section 1105 Subgrade Preparation of these Special Provisions.

The Contractor shall use care when distributing, shaping, and compacting aggregate base to prevent damage and pumping of sub grade soils. Trucks and loaders may be operated only on previously placed base courses only.

1130-4 MEASUREMENT AND PAYMENT

Aggregate base shall be paid per the Bid Sheets, "Class 2 Aggregate Base" item at the Contract Unit Price per ton (TON).

The Contract Unit Price bid for Furnish And Install Class 2 Aggregate Base shall include full compensation for furnishing all labor, material, tools, traffic control and other safety devices, and equipment necessary to complete the Work including all spreading and grading, shaping, placing, compacting or consolidating, or other Work that is required under this subsection.

1142 PREPARATION OF FAILED AREAS
(Not a Bid Item)

1142-1 SCOPE

Two principal methods of repairing asphalt pavement:

1. Remove and replace defective pavement with surface or base material. These repairs are called "dig-outs" or "mill and fill" according to the method used.

The Work consists of removal of failed area and replacement with hot mix asphaltic concrete and aggregate base, if required.

2. Cover the defective area with thin layer of AC material, to renew the surface, seal the defective area, and stabilize the affected pavement as shown on the Plans or as directed by the Engineer. These repairs are called "overlay patching" or "skin patching".

1142-2 MATERIALS

Asphalt concrete for "dig out and patch" shall be Type III (DGAC-C2 PG 64-10) for lifts less than 2 inches and for the surface course. Base course lifts in excess of 2 inches may be Type III (DGAC-B2 PG 64-10). For skin patching, leveling

course, and crack filling longitudinal cracks, asphalt concrete shall be Type III (DGAC-D2 PG 64-10). Tack coat shall be Grade SS-1h emulsified asphalt.

Aggregate base shall conform to the ¾" Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

1142-3 CONSTRUCTION METHOD

Within the areas marked for dig outs, the existing pavement shall be saw cut full depth and removed. If a cold planer is used for excavation, saw cutting is not necessary. The pavement shall be reconstructed with asphalt concrete to the thickness shown on the plans, and compacted as specified in Subsection 302-5.6.2 of the SSPWC. The edges of the existing pavement shall be tacked with an emulsion.

Contractor shall remove existing tree roots adjacent to and under all damaged pavement to a depth of 12 inches below the pavement sub grade. Prior to tree root excavation and removal, the Contractor shall contact the Project Engineer. No Work shall be performed on trees by the Contractor without prior approval from the Project Manager. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired at the Contractor's expense.

Roots shall be cut by hand (i.e. chain saw, hand pruner, hand saw, axe, etc.) or a root pruner such as, Dosko Model RC 14SP or equal, to the limits of the pavement repairs prior to physically removing the roots. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited. Any damage done to adjacent pavement or other improvements due to the failure to sever roots at the limits of the pavement repair shall be repaired at the Contractor's expense.

The area where roots have been removed shall be backfilled with pulverized material consisting of crushed asphalt concrete and aggregate base or Class 2 Aggregate Base. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 95% relative compaction.

Soil sterilization shall be performed in accordance with Section 1105-2 of these Special Provisions.

The repaired areas shall conform to the surrounding pavement so that no bumps or dips are evident. Any resulting bumps or dips shall be corrected to the satisfaction of the Engineer or representative.

The maximum area to be considered as a dig-out to remove and replace the failed area is 500 square feet for a single location. Areas over 500 square feet shall be considered as pavement reconstruction.

1142-3.2 SKIN PATCHING

Skin patching or overlay patching is a process in which additional material is added to cover up the distressed area. Typically, a thin layer of hot mix asphalt

(HMA) can be applied over segments of pavement that exhibit more surface related distress/distortion.

- The area to be patched is cleaned of debris.
- The entire surface should be tacked. A diluted tack coat emulsion is applied at a rate of approximately 0.1 gal/sq. yd
- The HMA is laid over the surface and spread using a tow-behind paver or spreader box. The finish surface shall be smooth and leveled. Borders shall be flushed with existing surface.
- The HMA is then initially compacted using a vibratory roller, subsequent compaction with a pneumatic roller and finished with a steel roller.

1142-4 MEASUREMENT AND PAYMENT

Payment for the preparation of failed areas will be included in the items of Work for which it is prepared for and no additional payment will be made thereof.

1147 ASPHALT CONCRETE PULVERIZATION AND GRADING

1147-1 SCOPE

The work shall consist of pulverizing the existing asphalt concrete pavement and base to form a crushed base consisting of broken and crushed asphalt concrete and aggregate base. This pulverized material shall then become the base material for the new asphalt concrete pavement. The pulverized base shall be graded as shown on the typical sections.

1147-2 MATERIALS

The recycled aggregate base material shall be uniformly graded and shall comply with the requirements of SSPWC Subsection 200-2.8.3.

The quality characteristics of pulverized roadbed must comply with the requirements shown in Table 200-2.8.4 of SSPWC.

1147-3 CONSTRUCTION

Pulverization, spreading, compacting and grading shall be performed in accordance with SSPWC Subsection 200-2.8.1, and these Specifications and Special Provisions.

Pulverizing equipment shall comply with SSS Section 30-2.03.

Graded material shall be compacted to 95% relative compaction.

Maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor hot mix asphalt (HMA).

Unsuitable material shall be removed and replaced in accordance with 1120-2 as specified in this Special Provisions or as directed by the Engineer.

1147-4 MEASUREMENT AND PAYMENT

Asphalt concrete pavement pulverization will be measured by the cubic yard of materials pulverized where the thickness is specified or as shown on the plans and shall be paid per the Bid Sheets, “AC Pavement Pulverization” item at the Contract Unit Price per cubic yard (CY).

The Contract Unit Price bid for AC Pavement Pulverization shall include full compensation for furnishing all labor, material, tools, traffic control and other safety devices, and equipment necessary to complete the Work including the pulverizing, initial grading, mixing, compaction, final grading, including removal and disposal of excess pulverized base, and other Work that is required under this subsection.

1149 CEMENT STABILIZED PULVERIZED BASE

1149-1 SCOPE

This work shall consist of pulverizing existing asphalt concrete pavement, base material, and subgrade soil to the depth shown on the Plans, adding Portland cement, mixing, wetting, and compacting the mixed material to the required density. This item applies to natural ground, embankment or existing pavement structure, and shall be constructed as specified herein and in conformity to the typical sections, lines and grades as shown on the plans or as established by the Engineer .

Cement treatment shall not be mixed or placed when the air temperature is below 40 degrees F and falling. Cement application, mixing, and spreading shall be performed in accordance with Section 301-3.2.5.3 of the SSPWC.

1149-2 MATERIALS

Soil shall consist of approved material free from vegetation or other objectionable matter encountered in the existing roadbed and other acceptable material used in the preparation of the roadbed in accordance with this specification and/or in accordance with Section 301-3.2.2 of the SSPWC.

Portland cement shall conform to the provisions of Section 201-8.2.2 of the SSPWC and to the requirements of ASTM Designation C 150.

The Contractor, at his option, may use bulk cement, provided the apparatus for handling, weighing and spreading the cement is approved by the Engineer. Otherwise, cement shall be delivered in original unopened sacks marked with brand, type, and weight.

Water shall be free from substances deleterious to the hardening of the cement treatment and shall meet the requirements of Section 201-1.2.3 of the SSPWC.

The ratio of cement to soil will be based on the recommended range of 7 to 8 percent by weight. The percentage of moisture in the soil, at the time of the cement application shall not exceed the quantity that will permit the uniform and thorough mixture of soil and cement during the dry mixing operations and shall not exceed the specified optimum moisture content for the soil cement mixture, as determined by ASTM Method D558.

1149-3 EQUIPMENT

Equipment necessary for proper construction of the work shall conform to the Section 301-3.4.4 of the SSPWC.

Portland cement treatment for materials in-place may be constructed with any machine or combination of machines and auxiliary equipment that will produce the results as outlined in this specification.

Mixing may be accomplished by a multiple-pass traveling mixing plant or a single-pass traveling mixing plant.

The equipment provided by the Contractor shall be operated by experienced and capable workmen and shall be that necessary to provide a cement treatment meeting the requirements herein specified.

1149-4 CONSTRUCTION

Portland Cement Stabilized Grade shall be performed in accordance with Section 301-3.4 of the SSPWC, Plans and these Special Provisions.

It is the primary requirement of this specification to secure a completed course of treated material containing a uniform Portland cement mixture free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work, to process a sufficient quantity of material to provide full depth as shown on the plans, to use the proper amount of Portland cement, maintain the work and rework the courses as necessary to meet the above requirements.

Pulverization shall be in accordance with Section 301-3.4.6 of the SSPWC.

The sequence of Work for production of Cement Stabilized Pulverized base shall be in accordance with Section 301-3.4.5 of the SSPWC.

Before other construction operations are begun, the subgrade shall be prepared in accordance with Section 301-3.2.4 of the SSPWC.

Portland cement shall be spread uniformly on the soil in accordance with Section 301-3.4.8 of the SSPWC.

The soil-cement shall be uniformly compacted to not less that 95 percent of relative compaction and in accordance with Section 301-3.4.10 of the SSPWC.

At the end of each day's construction, a straight transverse construction joint shall be formed in accordance with Section 301-3.4.11 of the SSPWC.

The Contractor shall be required, within the limits of his contract, to maintain the cement treated course in good condition until the placement of the overlying asphalt concrete base course in accordance with Section 301-3.4.14 of the SSPWC.

1149-5 MEASUREMENT AND PAYMENT

Payment for Portland Cement Stabilized Subgrade shall be paid per the Bid Schedule of Work and Prices, "Portland Cement Stabilized Pulverized Base" item at the Contract Unit Price per cubic yard (CY), or per square yard (SQYD) of finished surface for each thickness specified or shown on the plans.

The Contract Unit Price shall be considered full compensation for furnishing all labor, material, tools and equipment, and all incidentals necessary to complete the work including soil pulverizing, initial grading, mixing, spreading, shaping, compacting, final grading, curing, and including the removal and disposal of excess pulverized base material.

Payment for Portland cement will be made at the Contract Unit Price per ton (TON), the unit price shall include furnishing and spreading. The basis of payment shall be the net weight of Portland cement used to produce the CSPB for the Work.

1150 ASPHALT CONCRETE TYPE III (DGAC PG 64-10)

1150-1 SCOPE

Asphalt concrete construction shall be performed in accordance with the Plans, Subsection 302-5 of the SSPWC, and these Special Provisions.

The Work to be performed in accordance with this section includes the furnishing of all materials and the placing of asphalt concrete for roadway pavements and placing of asphalt concrete leveling course for pavement preparation.

The Work consists of furnishing all labor, equipment, materials and performing all required operations to provide a complete item in accordance with the Project Plans and these Specifications.

1150-2 MATERIALS

The class of AC aggregate grading shall be Type III (DGAC-B2 PG 64-10) for base courses, Type III (DGAC-C2 PG 64-10) for the surface course, and Type III (DGAC-D2 PG 64-10) for the leveling course and/or skin patching.

The Contractor shall furnish to the Engineer, at least ten (10) Working Days prior to the start of Work, a list of its sources of materials together with a Certification of Compliance, indicating that materials to be incorporated in the Work fulfill the requirements of these Specifications and a job-mix-formula for the asphalt

concrete. The Certification of Compliance shall be signed by the material supplier or its representative. It is the intent of these Specifications that materials to be incorporated in the Work must meet the requirements of the Specifications after incorporation in the paved areas shown on the Plans. The Contractor shall be responsible for all costs associated with the required job-mix-formula.

The job-mix-formula shall indicate the percentage passing for each specified sieve size and the percent asphalt to be used for each asphalt concrete mixture to be incorporated on the Project. The job-mix-formula, with allowable tolerance for a single test, shall be used for job control. In no event shall there be less than 2 percent passing the No. 200 sieve. The job-mix-formula shall include test results for stability and compacted unit weight for the designated oil content.

The Engineer shall have the right to obtain samples of all materials to be used in the Work and to test such samples for the purpose of determining compliance with the Specifications. The City reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The City shall also have the right to inspect sources of materials to be used in the Work to determine workmanlike procedures used for the materials supplied.

No prime coat or fog seal shall be required.

Aggregate for asphalt concrete shall conform to Section 203-6.2 of the SSPWC. The air void content shall be 4% (minimum) - 5% (maximum).

1150-3 LAYOUT

The Contractor shall lay out and mark the locations of the edges of the paving passes of the surface course and stake finish grade elevations along all pavement edges (e.g. walls) where the finished surface is not controlled by header board or concrete surfaces. Pavement layouts and staking shall be reviewed and approved by the Engineer at least 24 hours prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, and then the through lane shall be hot lapped immediately after the shoulder paving.

For paving which incorporates new quarter points or grade breaks due to key-cuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual quarter point or grade break.

The Contractor shall take sufficient measurements during lay down to assure that the full design asphalt concrete layer depth is provided at each quarter point, grade break, or transition. Failure to provide the design depth at these areas will result in rejection of the Work. Correction of this rejected Work will include milling

out the new asphalt concrete from the road edge to the gutter lip and repaving. The minimum length of the milled and corrected area shall be fifty feet.

1150-3.1 EXISTING PAVEMENT PREPARATION FOR OVERLAY

Repair pavement failures and perform crack repair in accordance with Section 1142 of these Special Provisions.

Cold milling and/or cold planing (key-cut) is a method used to ensure that the asphalt edges at concrete abutments such as approaches, sidewalk ramps, curbing, gutters, and drainage basins have smooth transitions.

Remove thermoplastic traffic stripes, pavement markings, raised pavement markers, and any loose remains of broken down/destroyed concrete curbs or AC dike/berm prior to overlay.

Existing surfaces to receive hot mix AC must be clean prior to installation, any loose debris and oil spots shall be removed with wire brushes or other methods to avoid bleeding through the new hot mix pavement.

1150-4 DISTRIBUTION AND SPREADING

In addition to the requirements of Subsection 302-5.5 of the SSPWC, the following provisions apply:

Asphalt concrete shall be placed with spreading equipment having fully automatic screed and grade sensing controls, which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with these provisions. Unless otherwise approved by the Engineer, ski type devices, with a minimum length of 30 feet, shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along with the length of the ski, is maintained at the sensor point. When placing in conformance with these provisions a joint matching shoe, of adequate size and type to properly sense the grade of the previously placed mat, may be used in the lieu of the 30-foot ski.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during the day's Work, the Contractor may use manual control of the spreading equipment for the remainder of that day, provided the quality of the Work conforms to the requirements of Subsection 302-5 of SSPWC. The paving operations shall be temporarily discontinued and the Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed on another day.

If it is determined by the Engineer that the existing grade and cross slope is too irregular for the automatic controls to provide the quality of Work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of the automatic equipment shall be resumed when the Engineer has determined that it is again practical and so orders.

For full depth asphalt concrete pavement, the base course, if greater than 4 inches in thickness, may be spread with a motor grader. Asphalt concrete shall be laid in course not exceeding 4". The leveling and surface course shall be placed with a paving machine as described in Subsection 302-5.5 of the SSPWC.

No greater amount of the mixture shall be delivered in any one day that can be properly distributed and rolled during that day.

1150-5 ROLLING

The Contractor shall comply with the requirements of Subsection 302-5.6 of the SSPWC.

1150-6 SAMPLING

The Engineer may sample the asphalt concrete from the mat behind the paving machine, the delivery truck, windrow, or paving hopper. The Contractor shall facilitate the sampling process.

1150-7 TACK COAT

A Tack Coat of Thermoplastic Polymer Modified No Track Tack shall be applied to the areas to be surfaced in accordance with the following:

General:

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic polymer modified asphalts and thermoplastic resins. The material is applied at 325-425°F with a distributor truck at typical application rates of 0.08-0.15 gal/sy. The exact rate will be determined by surface conditions.

Materials:

<u>Thermoplastic Polymer Modified No Track Tack</u>

The Thermoplastic Polymer Modified No Track Tack shall be a blend of asphalt, elastic polymers and thermoplastic resins. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

| Test | Method | Typical Properties | Specification |
|---|---|---|---|
| Softening Point °F | D36 | 165 | 160-180 |
| Penetration @ 77°F 100g, 5sec, Dmm | D-5 | 16 | 10 Minimum |
| Brookfield Viscosity @ 275 °F cPs | D4402 | 975 | 3000 Maximum |
| Brookfield Viscosity @ 350°F cPs | D4402 | 185 | 300 Maximum |

General: Immediately prior to the application of the Thermoplastic Polymer Modified No Track Tack, the surface shall be cleaned in order to insure adequate adhesion of the seal to the pavement.

All vegetation/weeds on pavement surfaces to receive the Tack Coat shall be removed completely. An herbicide shall be applied to all vegetation within the pavement area only a minimum of 7 Calendar Days prior to the tack coat operation, or as recommended by the herbicide manufacturer. The Contractor shall be responsible for following the herbicide manufacturer's directions for proportioning, application rate, safety precautions, personnel protective equipment, and cleanup.

The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 72 hours after application before applying tack coat.

Weather Limitations: The Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F and rising. NO material shall be applied when rain is imminent.

Application: The Thermoplastic Polymer Modified High Performance Seal (TPMHPS) shall be heated slowly between 325-425°F. At no time shall the product be heated above 450°F. The product shall be applied through a distributor truck equipped with a heating unit. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the TPMHPS material within ± 0.05 gallons per square yard tolerance of the specified application rate and give a uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device, and thermometer.

Application Rate: The application rate shall be between 0.08 to 0.15 gallons per square yard. The application rate shall be determined by the prevailing surface conditions and the Engineer. The Contractor shall coordinate the tack spread rate 48 hours prior to construction to calculate the quantity required for the Project.

The Inspector shall approve all surfaces that will require tack coat to assure that they have been properly cleaned and prepared prior to the tack coat application.

Any tack material deposited on concrete surfaces not to be overlaid with asphalt concrete will be removed within five (5) Working Days or the City will cause the

Work to be done and any cost incurred shall be deducted from Contract retention monies due.

1150-8 COMPACTION

The third paragraph of Section 302-5.6.2 of the SSPWC shall be deleted and not incorporated. Additionally, the following requirements shall apply:

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall compact the asphalt concrete to an average density of 96.5 percent and a minimum density at any test location of 95.0 percent relative compaction. The compaction shall be computed for each lot, with a maximum lot size of 750 tons. Each street segment of less than 500 tons shall be its own unique lot.

Compaction shall be determined using a nuclear gauge in accordance with CTM 375. A minimum of 10 test locations shall be taken for each 750-ton lot. Smaller lots shall be tested at the rate of one test per 50 tons with a minimum of three tests for any lot. If compaction fails by nuclear methods, then core density/nuclear gauge correlation (CTM 308) and/or core densities (CTM 308, Method A) shall be used to establish compaction.

When core density is used to determine compaction, cores that meet or exceed the minimum specified density of 95.0 percent and/lots that meet or exceed the 96.5 percent average compaction requirement shall be paid for by the City. Failing cores (either individual or entire lots) shall be paid for by the Contractor. If the core density testing produces both passing and failing cores, the cost will be prorated between the City and Contractor.

Compaction failing to meet the above criteria shall be subject to the following payment reductions and the payment shall apply to each 750-ton lot:

| Compaction Range | Payment Percentage |
|---|---|
| 96.5% and above | 100% |
| 95.5% to 96.49% | 95% |
| 94.5% to 95.49% | 90% |
| 93.5% to 94.49% | 80% |
| 93.49% and below | Remove and Replace |

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of asphalt concrete shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

After compaction, the surface texture of all handwork areas shall match the surface texture of the machine placed mat. Any course or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of asphalt concrete placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

1150-9 COMPACTION AT BRIDGE STRUCTURES AND “SENSITIVE LOCATIONS”

Vibratory rollers cannot usually be used to compact asphalt on bridges and “sensitive locations”, including residential neighborhoods with underlying CIP/ACP waterline structures, due to the potential for vibration damage to the bridge and underlying waterline structures.

The City has required the Contractor to utilize oscillatory roller on areas identified by the Engineer as shown on the Plans.

1150-10 MEASUREMENT AND PAYMENT

Asphalt concrete, complete and in place, shall be paid per Bid Sheets. The Asphalt Concrete, Type III (DGAC-C2/ B2/D2 PG 64-10) item shall be paid at the Contract Unit Price per ton (TON) as shown in the Bid.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the Work including removal of traffic stripes/markings, removal of raised pavement markers, application of tack coat, distribution and spreading, rolling and compaction.

1151 NOT USED
1152 NOT USED
1155 NOT USED
1160 NOT USED
1163 NOT USED

1170 SHOULDER BACKING

1170-1 SCOPE

This work shall consist of scarifying existing shoulder material and placing shoulder material to bring shoulders up to the new pavement surface as shown on the Plans, and these Specifications and Special Provisions, as specified in the Section 301-2 of SSPWC, in these Special Provisions, and as directed by the Engineer.

1170-2 MATERIAL

Material for shoulder backing shall be Crushed Aggregate Base as specified in Subsection 200-2.2 of the SSPWC. All grindings larger than 2 inches shall be removed from the surface of the completed shoulder backing.

1170-3 CONSTRUCTION

Remove weeds, grass, and debris from the area to receive shoulder backing.

The existing shoulder shall be scarified at least 0.25 foot deep and water immediately prior to placing the shoulder backing material. The limit of shoulder scarification shall be three feet from edge of pavement. Shoulder material shall be placed, moisture conditioned to optimize moisture, shaped, and compacted to a hard, firm, unyielding surface and shall remain stable when saturated with water.

Shoulder backing shall start no sooner than three (3) Calendar Days, and shall be completed no longer than seven (7) Calendar Days after completion of the adjacent overlay.

Existing roadside drainage patterns shall be maintained. Where unusual shoulder conditions not represented by the typical sections on the Plans are encountered, the Contractor shall notify the Inspector in advance of performing shoulder backing work. The Inspector shall specify the methods to be employed to ensure roadside drainage patterns are not disrupted.

1170-4 PAYMENT

Installing, spreading, and compacting aggregate base shall be paid per the Bid Sheets, “Shoulder Backing” item at the Contract Unit Price per ton (TON).

The unit price bid for shoulder backing shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and for doing all the work involved in scarifying existing shoulder material, furnishing and placing shoulder material, reshaping and compacting shoulders and maintaining drainage patterns as specified in these Specifications and Special Provisions.

1174 CONCRETE CONSTRUCTION

1174-1 GENERAL

New and existing concrete facilities, including ribbon gutter, curb, curb and gutter, sidewalk, ADA curb ramps, alleyway approaches, commercial and residential driveways, concrete cross gutters, spandrels, culverts, retaining walls and other concrete drainage facilities shall be removed and replaced or constructed at the locations indicated on the Plans, and these Specifications and Special Provisions or as directed by the Engineer. At locations where only a portion of the cross gutter and spandrel are to be replaced and do not meet City Standard Plans, the replacement shall match the existing. At locations where the existing curb and/or gutter do not meet the City Standards, the curb and/or gutter shall be constructed to match the existing height and gutter width. The existing concrete shall be saw cut full depth prior to excavation. In locations where the curb and gutter were cast monolithically with the sidewalk, the saw cut shall extend to the full depth required to assure complete separation of the curb from the sidewalk. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

Concrete retaining walls, block walls, footings, foundations, and similar structures shall be constructed in conformity with the Plans and Specifications.

Remove and Replace or New PCC Curb Ramp with Detectable Warning Surface Tiles per Caltrans Standard Plan A88A, A88B or City of Oxnard Standard Plate 110 as specified in the plans or as directed by the Engineer.

Remove and Replace or New PCC Sidewalk, Curb, Curb & Gutter, Median Curb & Stamp concrete, Driveway per Appendix: C and as directed by the Engineer

1174-2 EXCAVATION

The existing concrete to be replaced shall be saw cut full depth, removed and disposed of by the Contractor in accordance with the Contract Documents. The existing sub grade shall be compacted to 95% relative compaction (90% under sidewalk repairs) and trimmed to the dimensions shown on the Plans. Where applicable, aggregate base shall be placed and compacted to 95% relative compaction (90% under sidewalk repairs). All Work shall comply with Section 300 of the SSPWC. Soil sterilization shall be performed in accordance with Section 1105-2 of these Special Provisions.

Where soft or unstable soils are encountered under portions of concrete to be repaired, they shall be removed to the dimensions directed by the Engineer and the void shall be backfilled with Class 2 Aggregate Base and/or pulverized AC and compacted to 95% relative compaction (90% under sidewalk repairs) per Section 1120-2 of Unclassified Excavation.

Contractor shall remove existing tree roots adjacent to and under all damaged concrete to a minimum depth of 12 inches below the concrete sub grade unless otherwise specified and shown in the plans or details. Prior to tree root excavation and removal, the Contractor shall contact the Engineer. No Work shall be performed on trees by the Contractor without prior approval from the Engineer. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired at the Contractor’s expense.

Roots shall be cut by hand (i.e. chain saw, hand pruners, hand saw, axe, etc.) or a root pruner such as Dosko Model RC 14SP or equal to the limits of the concrete repairs prior to physically removing the roots. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited. Any damage done to adjacent concrete or other improvements due to the failure to sever roots at the limits of the concrete repair shall be repaired at the Contractor's expense.

Install 24” deep root barrier in one continuous length (10-ft minimum) at back of curb or edge of sidewalk within a tree. Top of root barrier shall be set 6” below top of curb or 2” below surface of sidewalk. Root barrier shall be high density and high impact plastic as available from “Deep Root,” VESPRO, INC. or equal.

The area where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base or pulverized AC. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 95% relative

compaction (90% under sidewalk repairs). The limits of root removal shall be 10 feet to each side of the tree or shrub causing the damage unless otherwise authorized by the Engineer.

Damage to the tree due to lack of care, protection or following these Contract Documents shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment shall be made by the Engineering Division.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense.

1174-3 MATERIALS

Concrete shall conform to Section 201 of the SSPWC and shall be per Table 201-1.1.2 unless otherwise shown on the Plans.

Asphalt concrete materials shall conform to 1150-2.

Masonry materials shall conform to Section 202 of the SSPWC.

Aggregate base shall conform to the ¾" Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

Root barrier panel shall be high density and high impact plastic as available from "Deep Root," VESPRO, INC. or equal.

Detectable Warning Surface shall be fabricated by the following manufacturers or equal:

1. Armor-Tile tactile systems product or equal

2. Safety Step TD or equal
   This type of truncated dome with flexible cement mat shall only be used in selected locations per approval of the Engineer.

3. See Section 1905-2 for complete material specifications.

1174-4 CONSTRUCTION

Construction shall conform to Section 303 of the SSPWC. The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between the existing facilities.

The Contractor shall prepare the Project for marking of concrete removals by arranging a job site meeting with the City Inspector and the Contractor's superintendent. The purpose of the meeting is to mark and measure all of the

concrete and pavement removal areas as well as identify locations for PCC grinds on each street. The amount of street to be marked and measured on each day shall be approved in advance by the City. The process shall be carried on continuously after initiation until all of the streets are marked for concrete removals and PCC grinds and measured for payment.

The new concrete facilities shall be placed as shown on the Plans or as marked by the City Engineer. Work shall conform to the details indicated on the Plans. The Contractor shall water test all repaired curbs and gutters, cross gutters and other repair drainage facilities in the presence of the City's Inspector.

The Contractor shall provide a temporary barricade or protective fence around the Work area.

Contractor shall protect Work until the concrete has cured sufficiently to prevent damage or vandalism (graffiti inscriptions) to the finished Work. All damage and vandalized concrete shall be removed and replaced to the next joint or scoring beyond damaged or broken sections at the Contractor's expense.

Where new and existing concrete facilities as defined in Subsection 1174-1 are to be installed or removed and replaced adjacent to AC pavement that is to remain in place, the asphalt concrete shall be removed at least 24 inches away from the concrete. After the concrete is placed and cured, the roadway sub grade shall be compacted to 95% relative compaction and the void shall be filled with asphalt concrete in lifts not to exceed 3 inches. The minimum top lift shall be 2 inches thick, or as directed by the Engineer.

Control Weakened Plane Joints shall be placed at a 10’ maximum for curb, curb and gutter, sidewalks, cross gutter, spandrels, bus pads, and other concrete facilities.

Unless otherwise detailed on the drawings, sidewalk scoring lines shall be placed a maximum of 5’ on center each way or to match the existing sidewalk pattern.

Expansion Joints shall be placed at a maximum of 60’ increments at curb returns (including curb, gutter and sidewalk) and at each side of commercial driveways and alley approaches. Expansion joints shall be constructed with ½” thick expansion joint material.

For concrete to be removed but not replaced, the void left shall be backfilled with native material.

After the concrete has cured a minimum of 3 Calendar Days and forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with native material and the entire parkway left in a clean and orderly condition.

House numbers that are damaged or removed as part of this Work shall be replaced in kind per City of Oxnard Standard Plate 612, Painted Curb House Number.

"S" marking on the curb face for sewer that is damaged or removed as part of this Work shall be remarked per City of Oxnard Standard Plate 405, House Connection (6" and Below).

Concrete grinding shall be performed on sidewalk with a minimum vertical displacement of ½" up to 1 ½" to remove sidewalk trip and fall hazards. The equipment shall be a dry-cutting scarifier outfitted with "flail-it" tungsten carbide spike cutters to quickly reduce the raised sidewalk panel level through the pulverizing scarification process that tapers down the hard risers into fine concrete powders. The sidewalk being ground down should be maintained at 2% or less cross-slope and 5% or less for a running slope.

**Existing permanent survey monuments/markers that serve as the control point for rights-of-way, or provide horizontal or vertical survey control shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time of reconstruction and shall be reset in the surface of the new construction.**

1174-5 SCHEDULING OF CONCRETE WORKS

PCC pavement grinds shall occur in conjunction with concrete removal and replacement. The Contractor shall grind PCC pavement at locations identified by the Engineer. Pavement grinds will be done in accordance with City Standards and approved by the Engineer.

Not more than 500 linear feet of curb and gutter or 1500 sq. ft. of sidewalk/driveway shall remain unpaved or backfilled with sand slurry at any time. All areas shall be repaved or slurried between 3 and 8 Working Days after completion of the concrete Work.

Curb ramps, cross-gutter & spandrel, driveways and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four (24) hours. Concrete repairs shall not be performed on both sides of a street and on all corners of intersection simultaneously without written approval from the Engineer.

Remove only the portion of the concrete where the work will be completed within twenty-four (24) hours. Concrete removal shall not be performed if there is no readily available sufficient material to cover the pouring of an entire day.

If the Contractor fails to complete the concrete paving work during the same day and wherever formwork is exposed to pedestrian traffic, temporary bridges (not attached to the forms) or temporary access shall be provided at all regular pedestrian crossing where it is required to maintain safety standards at all times through the entire work zone. Barricades and other safety features shall be installed as necessary.

All lawn areas and irrigation damaged as a result of the construction activities to build the concrete structures shall be restored to its previous condition before the start of Work. This will be considered as a general requirement for the implementation of the item of Work for which it is prepared for and no additional payment will be made therefor.

All lawn areas and irrigation damaged as a result of the construction activities to build the concrete structures shall be restored to its previous condition before the start of Work. This will be considered as a general requirement for the implementation of the item of Work for which it is prepared for and no additional payment will be made therefor.

1174-5.1 COORDINATION OF WORK

The Contractor is fully responsible for coordinating with the other agencies for procurement of materials, fabrication, supply, transportation, delivery, etc. to ensure the execution of their work related to commencement of concreting. No additional payment will be made to the Contractor, if the works pertaining to concreting have to be dismantled and redone due to lack of coordination on the part of the Contractor in ensuring completion of works of such agencies before concreting had been undertaken.

1174-6 MEASUREMENT AND PAYMENT

Payment for the various types of concrete installation and/or repair Work stated herein shall be paid for on a unit price basis as enumerated in the Bid Sheets, complete-in-place.

The unit cost of each item for install and/or remove & replace PCC sidewalk, driveway, curb & gutter, curb ramp, PCC retaining wall, cross gutter & spandrel, shall include all costs associated with the Work including but not limited to: saw cutting; excavation per plan; disposal of excavated materials; sub grade preparation; furnishing, installing, and compacting Class 2 aggregate base per plan; furnishing and installing reinforcing steel; forming, placing and finishing concrete; placing the appropriate grooving and detectable warning surface tiles on access ramps; patching of the adjacent asphalt concrete; PCC pavement grinds; cleanup; and as specified in these Special Provisions.

Payment for excavation shall be included in the prices bid for the various items of concrete construction Work involved stated herein and no additional payment will be made therefore.

For installation of Class 2 Aggregate Base as called out per plan, payment shall be included in the prices bid for the various items of concrete construction Work involved stated herein and no additional payment will be made, therefore.

For alleyway approaches/driveways, commercial driveways, and residential driveways, the curb and gutter portion shall be included in and paid as part of the unit cost for any of these structures.

If only curb and gutter replacement is specified in front of either an alley approach, commercial driveway, or private driveway that is not to be replaced, the Contractor shall be paid the unit price for removing and replacing the gutter only.

Grinding of concrete sidewalk, shall be paid per Bid Sheets, “Grind PCC Sidewalk” item at the Contract Unit Price per square foot (SQFT), as shown in the bid.

Installation of root barrier shall be paid for on a unit price per linear foot (LF) of root barrier panel complete and in place. The unit price shall include excavation, backfill and all costs associated with the Work.

## 1178 HEADERBOARD

### 1178-1 SCOPE

This work shall include the work of installing a headerboard as indicated on the plans or as directed by the Engineer.

### 1178-2 MATERIALS

Headerboard material shall conform to the provisions in Section 204 of the Standard Specifications.

Headerboard material shall be No. 2 pressure treated 2x4 or 2x6 Douglas fir. Staking material shall be No. 2 pressure treated Douglas fir 2x4x18” at butt joints. Headerboard material shall not be less than 8 feet in length. All pressure treated lumber shall be rated for full earth contact.

Steel stakes: 24” Forged Head Stake, 5/8” dia. shank heavy duty steel or equal.

### 1178-3 CONSTRUCTION

Construction shall conform to Section 305-2 of the SSPWC.

The horizontal and vertical alignment of the header board shall be indicated on the plans or determined by the engineer. Prior to placing header board, the Contractor shall arrange a site visit with the Engineer to approve header board placement alignment and proposed elevation. The Contractor shall adjust grades as directed by the Engineer to best-fit driveway and conform conditions.

The 2x6 header board will be placed to form a longitudinal butt joint. A 2x6 stake shall be installed at all butt joints and a 2x4 stake installed at intervals not to exceed 32 inches. The space between the header board and existing landscaping or dirt areas shall be filled with native material compacted to 90% relative compaction.

The header boards may be fastened to stakes using either No. 8 x 2-1/2” stainless steel screws or 12d hot dipped galvanized box nails. Each board shall be fastened at each stake with a minimum of three fasteners.

### 1178-4 MEASUREMENT AND PAYMENT

Payment for the installation of headerboard shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The unit cost paid for installing headerboard shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved in constructing the header board, complete in place, including treated timber, fasteners, steel stakes, splice boards, and all other hardware and connection, as shown on the plans, as specified in the SSPWC and these Specifications and Special Provisions, and as directed by the Engineer.

## 1180 PORTLAND CEMENT CONCRETE PAVEMENT

### 1180-1 SCOPE

This work shall include the work of constructing the Portland cement concrete (PCC) pavement on a prepared subgrade. PCC pavement construction shall be performed in accordance with the Plans, and these Specifications and Special Provisions.

The grades shown on the site specific plans shall be used to construct the PCC pavement.

### 1180-2 MATERIAL

#### 1180-2.1 GENERAL

Concrete materials shall conform to the provisions of Section 201 of the SSPWC and as indicated below:

#### 1180-2.2 CONCRETE MIX DESIGN

The Contractor shall furnish, at his expense at least 15 days prior to the initiation of concrete work, a mix design for the concrete to be used. The mix design shall conform to Section 201 of the SSPWC.

#### 1180-2.3 QUALITY ASSURANCE FIELD TESTING

Field testing shall include testing for concrete slump (ASTM C143), air content (C173 or C231), and compressive strength (C39) or flexural strength (C78). Such testing shall be at the frequency determined by the Engineer and shall be performed by the City's laboratory at the City's expense. The Contractor shall furnish the concrete necessary for casting test beams and cylinders.

### 1180-3 SUBGRADE

After the subgrade is prepared, moisture conditioned and compacted as specified under the provisions for "Unclassified Excavation," the Contractor shall continuously maintain the subgrade in a uniform condition at the moisture content obtained during subgrade compaction until the PCC pavement is placed.

Existing subgrade shall be prepared in accordance with Section 1105 “Subgrade Preparation” of these special provisions.

1180-4 FORMING

Forms shall conform to Section 302-6.2 of the SSPWC. Longitudinal keyways shall be formed as shown in the drawings. Wooden forms may be 2x6 if staked at two foot intervals. Block-out for water valve boxes, water valves and manholes shall be as indicated on the drawings.

1180-5 PLACING AND FINISHING

1180-5.1 GENERAL

Sections 302-6.3 and 302-6.4 shall be deleted from the SSPWC and the following shall apply:

The concrete shall be deposited on a moist grade in such manner as to require as little re-handling as possible. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies by internal vibrations. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. The vibrator shall never be operated longer than 15 seconds in any one location.

Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them, but shall not be dumped onto a joint assembly.

Concrete shall not be placed until soils engineer has approved in writing the Aggregate Base compaction.

After the pavement has been completed and forms have been removed, the Contractor shall backfill the void with materials matching the existing surface. This material shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding/adjacent pavement or surface.

1180-5.2 STRIKEOFF, CONSOLIDATION, AND FINISHING

The sequence of operations shall be the strike-off and consolidation, floating if necessary, straight edging, and final surface finish. The pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or by hand finishing methods when approved by the engineer.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. If it is permitted, it shall be applied as a fog spray with approved spray equipment.

After the pavement has been struck off and consolidated, it shall be scraped with a straightedge 10 ft. long equipped with a handle to permit operation from the

edge of the pavement. Any excess water and laitance shall be removed from the surface of the pavement. The straightedge shall be operated parallel to the centerline of the pavement and shall be moved forward one-half its length after each pass. Irregularities shall be corrected by adding or removing concrete. All disturbed places shall be again straight-edged. The use of long-handled wood floats shall be confined to a minimum.

Before final finishing is completed and before the concrete has taken its initial set, the edges of the slab and curb shall be carefully finished with a 1/4 inch radius.

A broom shall be used for final finishing. A stiff bristled broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping to produce surface corrugations of uniform appearance and about 1/16 inch in depth.

1180-5.3 PAVEMENT PROTECTION

The Contractor shall have available materials to protect the surface of the concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting.

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least 3 days after placement. White liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly place concrete shall be covered by the curing medium. The edges of concrete slabs exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab and curb surface.

The Contractor shall have at hand and ready to install before actual placement begins the equipment needed for adequate curing.

Curing shall comply with Section 302-6.6 of the SSPWC.

1180-5.4 JOINTS

1180-5.4.1 GENERAL

Contraction joints, expansion joints, and all longitudinal joints shall be placed as indicated in the plans. Transverse construction joints shall be used as required in the specifications. Transverse joints shall extend continuously through the pavement and closure strip.

1180-5.4.2 TRANSVERSE CONTRACTION JOINTS

Transverse contraction joints shall consist of planes of weakness created by use of a transverse strip or cutting grooves in the surface of the pavement. They shall be equal to at least one-fourth the depth of the slab (D/4).

1. Transverse strip contraction joints shall be formed by installing a parting strip to be left in place.

2. Saw cut contraction joints shall be created by sawing grooves in the surface of the pavement with an approved concrete saw. After each joint is saw cut, the saw cut and adjacent concrete surface shall be thoroughly cleaned.

Saw cutting of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. All joints shall be sawed before uncontrolled shrinkage cracking occurs. If necessary, the sawing operations shall be carried on both day and night, regardless of weather conditions. A standby saw shall be available in the event of breakdown.

The sawing of any joint shall be omitted if a crack occurs at or near the joint location before the time of sawing. Sawing shall be discontinued if a crack develops ahead of the saw. In general, all joints shall be saw cut in sequence. All contraction joints in lanes adjacent to previously constructed lanes shall be saw cut before uncontrolled cracking occurs. If extreme conditions make it impracticable to prevent erratic cracking by early sawing, the contraction joint groove shall be formed before initial set of concrete, as provided above.

3. Transverse formed contraction joints shall consist of a groove or cleft extending downward from and normal to the surface of the pavement. These joints shall be made while the concrete is plastic by an approved mechanically or manually operated device to the dimensions indicated in the plans.

RECOMMENDED JOINT SPACING FOR PLAIN CONCRETE PAVEMENTS

| **Pavement Thickness** | **Joint Spacing** |
|---|---|
| 5 in. (125 mm) | 10-12.5 ft (3.0-3.8 m) |
| 6 in. (150 mm) | 12-15 ft (3.7-4.6 m) |
| 7 in. (175 mm) | 14-15 ft (4.3-4.6 m) |
| 8 in. (200 mm) or more | 15 ft (4.6 m) |

1180-5.4.3 TRANSVERSE OR LONGITUDINAL CONSTRUCTION JOINTS

Construction joints are joints between slabs that result when concrete is placed at different times. Construction joints can be transverse or longitudinal and are constructed in all types of rigid pavements. Tie bars are typically used at construction joints to connect the adjoining slabs together so that the construction joint will be tightly closed. For concrete street pavements, #4 tiebar at 30 in. spacing are used.

Transverse keyed construction joints with tiebar (#4 tiebar, ½”dia. x 24”) shall be placed whenever the placing of concrete is suspended more than 30 minutes.

Longitudinal keyed construction joints with tiebar are used for lane-at-a-time construction.

### 1180-5.4.4 LONGITUDINAL CONTRACTION JOINT

Longitudinal contraction joints: Joints constructed into the new pavement parallel to the centerline to control cracking and delineate lanes of traffic.

Longitudinal contraction joints are formed by sawing the hardened concrete or by forming grooves into the fresh concrete, much in the same way as transverse contraction joints, however the depth of the saw cut or groove should be one-third the slab thickness (D/3). Timing of the initial sawing is usually not as critical as for transverse construction joints since the transverse shrinkage movement is not as great as the longitudinal shrinkage. Typically, sawing should be completed in 48 hours and before any heavy equipment or vehicles are allowed on the pavement. Still, under certain conditions, such as a large drop in air temperature during the first or second night, longitudinal cracks may occur early. As a result, it is good practice to saw these joints as early as practicable.

### 1180-5.4.5 ISOLATION JOINTS AND EXPANSION JOINTS

Isolation and expansion joints are used to separate dissimilar pavements/structures in order to lessen compressive stresses that could cause excessive cracking. Examples of dissimilar pavements/structures include different joint patterns, different types of rigid pavement (e.g. Continuously Reinforced Concrete Pavement/Jointed Plain Concrete Pavement), structure approach slabs, building foundations, drainage inlets, and manholes. Isolation and expansion joints are filled with a joint filler material to keep cracks from propagating through the joint and to prevent water/dirt infiltration.

Isolation joints around in-pavement structures, such as drainage inlets, manholes and valves, meter boxes, lighting structures, footing should be ½ to 1 in. wide. A pre-formed joint filler material occupies the gap between the slabs and is continuous from one pavement edge to the other. This filler material is usually a non-absorbent, non-reactive, non-extruding material typically made from either a closed cell foam rubber or a bitumen-treated fiber board. No plug or sliver of concrete should extend over, under, through, around, or between sections of the joint filler, or it will cause spalling of the concrete. Fillers may be held in place by stakes in the subgrade. After the concrete hardens, the top of the filler may be recessed about ¾ in. to allow space for joint sealant.

Joint filler, when required, shall be as designated on Section 201-3 of the Standard Specifications.

### 1180-5.4.6 JOINT SEALS

Construction joints (Longitudinal or Transverse Joints) should be sealed to prevent incompressible materials from filling the joints and causing the concrete to spall. Seals also limit the entry of water that could otherwise degrade the underlying pavement layers and or corrode the dowel bars.

There are many acceptable materials available for sealing joints in concrete pavements. Sealants are most simply classified as liquid (field molded) and pre-formed (compression).

Typically, compression seals are preferred for new construction because of their longer performance life. Liquid sealants should be used for rehabilitation or retrofitting existing joints because they are more adaptable to surface abnormalities. Sealants shall conform to Section 201-3 of the Standard Specifications.

1180-5.5 OPENING TO TRAFFIC

The Engineer shall decide when the pavement shall be opened to traffic. It shall not be opened to traffic until the field-cured concrete has attained a compressive strength of 2,500 psi. Before opening to traffic, the pavement shall be cleaned. These provisions shall apply to operating ready mix trucks on the new concrete section.

1180-6 MEASUREMENT AND PAYMENT

The quantity of concrete pavement to be paid for will be measured by the cubic yard (CY). The volume to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer. No allowance will be made for concrete pavement placed outside those dimensions unless otherwise ordered by the Engineer.

The contract price paid per cubic yard for concrete pavement shall include full compensation for furnishing all labor, materials (including cement in the amount specified, tie bars & dowel bars, fillers & sealants), tools, equipment, and incidentals, including backfilling the void from form removal, and for doing all the work involved in constructing the Portland cement concrete pavement, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for backfilling the void from form removal or removing and replacing the existing pavement to meet the specified surface tolerances shall be considered as included in the Contract Price paid per cubic yard (CY) for Portland Cement Concrete Pavement and no separate payment will be made therefor.

1182 PORTLAND CEMENT

1182-1 SCOPE

This work shall consist of furnishing and delivery of Portland Cement for general use as required by other Work operations and as directed by the Engineer.

1182-2 MATERIALS

Portland cement shall be type II or Type V conforming to the requirements of Section 202-1.2.1 of the SSPWC.

The Contractor shall furnish a Certificate of Compliance.

The City will require a signed certification from the supplier for each shipment of cement stating that the cement complies with ASTM C150 and all additional requirements of SSPWC Section 201-1.2.1.

Cement shall be stored to protect against contamination and moisture. Should any cement show evidence of contamination or be otherwise unsuitable, the Engineer may reject it and require that it be removed from the site.

Cement shall be of the same brand and type unless otherwise approved by the Engineer.

1182-3 MEASUREMENT AND PAYMENT

Payment for Portland cement will be made at the Contract Unit Price per ton (TON), the unit price shall include furnishing, transporting, delivery, and spreading.

The basis of payment shall be the net weight of Portland cement furnished and delivered to the Work site. The Contractor shall furnish the Engineer with certified weighmaster certificates.

1185 ADJUST MANHOLE FRAMES AND COVERS, GRATES, VALVES, CLEAN-OUT AND/OR MONUMENT COVERS

1185-1 SCOPE

Where shown on the Plans, or as directed by the Engineer, existing manholes, manhole and cleanout covers, valve covers, survey monument covers or buried survey monument, water meter boxes and covers, or other utility service structures shall be adjusted to grade in accordance with the provisions of Sections 309 and 403 of the SSPWC and these Special Provisions.

In the case of Portland cement concrete pavement, manhole and vault frames and other utility frames or covers shall be set to finish grade before paving.

1185-2 CONSTRUCTION

The Contractor shall provide a temporary false floor for manholes while the covers are being adjusted either up or down through the course of the Project. The false floor shall prevent construction debris from falling into the manhole chamber or pipeline.

The Work shall conform to Section 403 of the Standard Specifications. Manhole adjustment shall include modification of existing manhole cones, precast sections, barrel or risers, as necessary, in order to adjust covers to final grade.

All manhole covers, water valve covers, survey monument covers, and sewer terminal cleanout, including the frame and cover, and metal lid, shall be replaced

in accordance with the requirements of the Plans and in conformance to the City of Oxnard's Standards at the Contractor's expense.

Valve Box Installation - City Std. Plate #303
Blow-off Installation - City Std. Plate #307
Terminal Cleanout - City Std. Plate #407
Shallow Manhole - City Std. Plate #408
Sewer Manhole Frame And Cover - City Std. Plate #412
Grating Catch Basin - City Std. Plate #504 And #505
Bicycle Proof Grate Details - City Std. Plate #511
Storm Drain Manhole Frame and Cover - City Std. Plate #517
Survey Monument - City Std. Plate #609

**Immediately after covering the water valve or manhole with asphalt during the paving operation, the Contractor shall locate the facility and inscribe an "X" into the pavement to facilitate the uncovering of the facility in an emergency.**

Existing survey monuments covered with asphalt concrete shall be reset in the surface of the new construction as directed by the City Engineer or as shown on the Plans. Marker plates/cover for survey monuments shall be installed per City Standard Plate 609.

The concrete collar around manholes, water valves, and survey monuments shall be left 2" lower than the adjacent pavement. The surface shall be tack coated with 0.10 gal/sy and paved with Type C-2 asphalt concrete. Immediately after placement, the surface shall be sand sealed.

All affected interior surfaces of sewer manholes raised to grade shall be coated with a protective coating per City Standard Plate 400, Sheet 2 of 2, Note 3.

All sewer manhole frames and covers shall be adjusted within 72 hours after the placement of paving. If several lifts of pavement are to be placed, the sewer manhole frames and covers shall be raised if the paving operation ceases for more than 72 hours. All other covers, frames, grates, monuments, and so forth shall be adjusted within 5 Working Days of final paving of each individual street segment.

All asbestos cement valve risers (valve stacks) shall be removed prior to pulverization or reconstruction and replaced with 8" diameter PVC risers. Cutting, abrading or breaking ACP shall be avoided. ACP risers shall be kept wet with amended water and wrapped securely in plastic sheeting. The Contractor shall store ACP risers in an area that is secure from public access until properly disposed. ACP risers shall be disposed of in compliance with Ventura County Air Pollution Control District (APCD), State, and federal regulations.

## 1185-3 UTILITY VERIFICATION

All City owned utility (water, recycled water, wastewater, storm drain, survey) manhole, vaults, valve frames & covers, survey monuments, and meter boxes shown or not shown on the plans shall be set to finished grade by the Contractor in accordance with the City Standard Plates and these Special Provisions.

The location of the existing underground utilities have been located in the field or obtained from the best available records. The Contractor shall assume the sole responsibility for confirming the exact locations of these facilities and protecting same from harm.

Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

1185-4 MEASUREMENT AND PAYMENT

Measurement and payment for adjusting utility covers to finish grade will be made at the Contract Unit Price per each (EA) type of cover. The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation of buried or covered survey monuments, and incidentals for adjusting utility covers in accordance with the Contract Documents, and shall include the cost of the new concrete boxes, castings, lids and covers for water valves, sewer terminal cleanout, and survey monuments, removing and disposing of ACP risers, new PVC risers, and water meter boxes.

Adjust manhole cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Manhole Frame and Cover to Finished Grade” item at the Contract Unit Price per each (EA) manhole cover adjusted, as shown in the bid.

Adjust sewer cleanout cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Sewer Cleanout Frame and Cover to Finished Grade” item at the Contract Unit Price per each (EA) cleanout cover adjusted, as shown in the bid.

Adjust water valve cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Water Valve Frame and Cover to Finished Grade” item at the Contract Unit Price per each (EA) valve cover adjusted, as shown in the bid.

Adjust catch basin frame and grate to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Catch Basin Frame and Grate to Finished Grade” item at the Contract Unit Price per each (EA) catch basin cover adjusted, as shown in the bid.

Adjust survey monument cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Survey Monument Cover to Finished Grade” item at the Contract Unit Price per each (EA) monument cover adjusted, as shown in the bid.

Failure to adjust monument covers, water valve covers, survey monument covers, sewer terminal cleanout covers and manhole frames and covers in the time frame(s) indicated above shall cause the City to have the facilities adjusted either by its own forces or by other contractors. If the facilities are adjusted by others, the Contractor shall forfeit the unit price for the Work and pay an additional fee to the City of $750 for adjusting each manhole frame and cover and $500 for adjusting each survey monument, sewer terminal cleanout and/or water valve. Such fee(s) shall be subtracted from any monies to be paid to the Contractor on the Project.

## 1187 ADJUST TO GRADE UTILITY BOXES (WATER METER BOXES, IRRIGATION BOXES, TRAFFIC PULLBOXES, AND OTHER UTILITY BOXES)

### 1187-1 SCOPE

Where shown on the Plans, or as directed by the Engineer, existing utility water meter boxes and covers, electrical pull boxes or other utility service pull boxes shall be adjusted to grade in accordance with these specifications.

In the case of Portland cement concrete pavement, meter boxes and other utility pull boxes or covers shall be set to finish grade before paving.

### 1187-2 MATERIALS

The materials for meter boxes and utility pull boxes installation and adjustment shall conform to the specifications contained within the following:

For water meter box, refer to City Standard Plates # 304, #305 and #307.
For traffic pull boxes, refer to States Standard Plans ES-8A and ES-8B.

### 1187-3 CONSTRUCTION

The Work shall conform to Section 86-1.02C and Section 87-1.03C of the SSS; City Standard Plates #304, #305, and #307; and Section 1520-5 of these Special Provisions.

All water meter boxes, electrical pull boxes other utility boxes, including the cover, shall be replaced in accordance with the requirements of the Plans and in conformance to the City of Oxnard's Standards at the Contractor's expense.

The adjustment of utility boxes and covers shall be accomplished by removal or addition of materials necessary to bring the top to grade.

The concrete collar around utility boxes shall be left 2" lower than the adjacent pavement. The surface shall be tack coated with 0.10 gal/sy and paved with Type C-2 asphalt concrete. Immediately after placement, the surface shall be sand sealed.

All utility boxes shall be adjusted within 5 Working Days of final paving of each individual street segment.

### 1187-4 MEASUREMENT AND PAYMENT

Measurement and payment for adjusting utility boxes and covers to finish grade will be made at the Contract Unit Price per each (EA) type of utility box. The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, and incidentals for adjusting utility boxes and covers in accordance with the Contract Documents, and shall include the cost of the new concrete boxes, adjusting conduits, water meter boxes, covers, and box extensions or risers.

## 1190 PRESERVING SURVEY MONUMENTATION AND/OR INSTALL NEW SURVEY MONUMENTATION

### 1190-1 SCOPE

The work shall consist of preserving existing survey monumentation in existing facilities including sidewalks and curbs, and installing new survey monumentation in a new location as directed by the Engineer.

The existing monumentation to be preserved shall be indicated by the City. Monumentation includes embedded pipes; lead and tacks, and scribed marks included in recorded survey documents, including but not limited to records of survey, corner records, deeds, property descriptions, etc. The work under this bid item must be performed by or under the direct supervision of a licensed California Land Surveyor (LS) or Civil Engineer licensed prior to 1982 whose license is current and who does not have any pending license board action against licensed individual or firm represented by such individual.

### 1190-2 MATERIALS

Permanent survey monumentation shall consist of 60d steel spikes with 2-part epoxy by Simpson or equal. Pipes and other tagged monuments shall be replaced in kind as required by current statutes.

### 1190-3 CONSTRUCTION

The work shall consist of five parts for each individual survey monument. These parts are:

1) research of all applicable survey and property documents to determine if the monument is of record,
2) verifying the physical location of the monument compared to the record location,
3) placing sufficient temporary reference points to accurately relocate the monument after removal and replacement of the concrete,
4) replacing the monument after completion of the new concrete facility, and
5) amending the document record to indicate the work performed. The minimum required documentation is a Corner Record.

Lead and tacks as well as scribed marks shall be replaced with 60d steel spike set flush with the surface of the concrete. The spike shall be epoxied into a countersunk hole for the spike head and a predrilled hole for the spike itself. The completed installation shall be flush with the new concrete surface and cleaned of excess epoxy. If necessary, the exact survey point shall be punched and then predrilled with a 3/32-diameter drill to a depth of 3/32-inch minimum.

Other survey monumentation such as pipes or tagged monuments shall be set in accordance with the current applicable statues and regulations.

Upon completion of the monument restoration, the appropriate survey record shall be prepared and filed as required by law and/or statute.

Prior to acceptance of the work, a manila file folder for each preserved monument location shall be prepared and presented to the City. The file folder shall include copies of each applicable record document concerning the monument, copies of survey records, documentation of temporary tie downs, a photograph of the monument prior to and after restoration, and a copy of the filed survey document required herein. All of the file folders for the entire project shall be submitted at one time.

The City shall have ten Working Days to review the completed monument files. Any corrections shall be corrected within ten Working Days after return of any document to the Contractor.

1190-4 MEASUREMENT AND PAYMENT

The work shall be paid as enumerated in the unit price bid schedule.

“Survey Monument Preservation” or “Install New Survey Monuments” shall include all work required under this specification including items one through five enumerated above. The unit price for these items shall include all of the work associated with full completion of the work and no additional costs shall be allowed therefore.

1192 MISCELLANEOUS WORK AND INCIDENTAL CONSTRUCTION

1192-1 SCOPE OF WORK

The Work under this section shall consist of removal, disposal, coordination, relocation, salvaging, reconstruction and protection of existing facilities which interfere with, or are within a close proximity of, the proposed construction of a street and park improvements; storm drain, sewer lines, and waterline improvements. All such Work shall be accomplished in accordance with the applicable provisions of the SSPWC, and these Specifications and Special Provisions as directed by the Engineer.

1192-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Relocate, remove, and install/reconstruct chain link fence.

B. Relocate, remove, and install/reconstruct wooden or Vinyl fence.

C. Install or remove and replace sidewalk drain pipes Per City Standard Plate 122.

D. Reset and relocate mailbox as specified.

E. Install or remove and replace sidewalk concrete drainage channel withsteel plate per Appendix: D. Match existing sidewalk width.

F. Install or remove and replace sidewalk drainage trench grate per Appendix:D and manufacturer's specifications.

G. Install or remove and replace 6-Inch thick concrete swale.

H. Install or remove and replace sidewalk double box storm drain per Appendix D

I. Install or remove and replace Type E Curb per Caltrans A87A.

J. Remove and Replace Curb type C1-6 Per City Standard Plate 111

1192-3 MATERIALS

All materials shall conform to the specifications contained within the following:

SSPWC Section 201 – Concrete, Mortar And Related Materials
SSPWC Section 202-2 Concrete Block
SSPWC Section 203 – Bituminous Materials (Asphalt)
SSPWC Section 204 – Lumber And Treatment With Preservatives
SSPWC Section 206 – Miscellaneous Metal Items
SSPWC Section 207 – Gravity Pipe

Wooden or Vinyl fence materials shall match the existing fence in kind.

Sidewalk drainage trench grate shall be 14" Wide Bolted Neenah R-4999-DX Series, Type P ADA Trench Grate or Equal.

Trench gate/Bolted Grating or Cover per J.R. HOE products or Equal

1192-4 CONSTRUCTION

All relocation, construction, and installation shall conform to the specifications contained within the following:

SSPWC Section 303 – Concrete And Masonry Construction
SSPWC Section 304 – Metal Fabrication And Construction
SSPWC Section 305-2 Timber Structures And Timber Construction
SSPWC Section 306 – Open Trench Conduit Construction

For mailbox reset and relocation:
Move each mailbox to clear the way for construction activities during construction activities. Each mailbox must be accessible for delivery at all times. Install each mailbox on a post set in the ground or on an authorized temporary support. When construction is complete, reinstall mailbox. Replace mailbox post in kind if damaged.

Installation of sidewalk drainage channel shall be complete with concrete channel and steel metal cover including all components per the construction details supplied.

Asphalt concrete berms or dikes shall be in accordance to the details shown on City Standard Plate 111.

Speed hump pavement marking shall be per MUTCD Figure 3B-29.

The Contractor shall provide a temporary barricade or protective fence around the Work area.

1192-5 MEASUREMENT AND PAYMENT

Payment for Miscellaneous Work and Incidental Construction items shall be made as specified in the SSPWC and in these Specifications and Special Provisions as shown in the Bid.

Payment for the various types of miscellaneous Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The above miscellaneous Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, disposals, and incidentals and any other related work considered as included in the Contract unit price and no additional compensation will be made therefore.

1300 STORM DRAIN PIPE CONSTRUCTION – GENERAL

1300-1 SAW CUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within Work limits shall be performed by the Contractor using equipment which; will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 4 feet or less from the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number 5 dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxies into the existing cross gutter. The Contractor shall remove and dispose of outside of the right-of-way all damaged existing improvements caused by the Contractor's operations.

1300-2 DEWATERING OF TRENCHES AND EXCAVATIONS

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level minimum 4 feet below the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes. The Contractor shall be responsible to verify the groundwater elevation. (See Section 1800 for compliance with SWPPP) A discharge permit is required for dewatering ground water and discharging it to the storm drain system.

Dewatering shall consist of removal of surface water and/or ground water and/or water from existing or abandon pipes from the construction site as needed to perform the required construction in accordance with the specification.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into City owned storm drains, channels or natural water courses. If the proposed disposal location is a sanitary sewer, the contractor shall obtain a dewatering permit from City's water quality manager. The dewatering "plan/system of plans" consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

1300-3 TRENCH EXCAVATION

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the Standard Specifications. The trench shall be excavated to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or adjacent to traveled lanes. Free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed of by it at its own expense.

Any asbestos cement pipe or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any asbestos cement pipe (ACP) shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This work shall consist of performing all operations necessary to excavate all materials (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), regardless of character and subsurface conditions, and no separate payment will be made therefor.

1300-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the work. One block or 500 feet , whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1301-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1301-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1300-4 PIPE BEDDING

Sand bedding shall be used in all pipe installations, except as noted in the Special Provision, to a minimum depth of 6 inches below the bottom of the pipe to the pipe spring line. Where ordered by the Engineer or Inspector, additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps and other deleterious material. Only where additional bedding and over-excavation is ordered shall the Contractor receive additional compensation for such work and materials. This compensation shall be only for the volume of over excavation ordered beyond the limits shown on Standard Plate Nos. 602, and as modified below.

In the pipe zone, from the pipe spring line to 12 inches above the top of the pipe, the fill shall be of approved excavated sand or imported sand with a sand equivalent of 30 minimum. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 95% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jettying shall not be used unless the backfill material and the adjacent native materials have a sand equivalent of not less than 30.

1300-5 BACKFILL

The backfill on the pipe zone section 12-inches above the top of pipe shall be with a minimum sand equivalent of 30 or greater in accordance with City Standard Plate 602. The backfill zone material shall have a sand equivalent of 20 or more and shall be free from ashes, refuse, rocks, vegetable or organic material. Contractor shall use backfill alternative if native soil is below sand equivalent of 20.

Backfill zone shall be in accordance with City Standard Plate 602 except that the backfill of pipe trench on all major arterial streets shall be a one-sack cement slurry.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

1300-5.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to

placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

1300-6 COMPACTION TESTS

The relative compaction shall be in accordance with the ASTM D1557 Method and will be determined by a consultant retained by the City.

The City will obtain the services of a soils engineering consultant to make compaction tests throughout the length of the Work. All first tests (at each location) that meet the compaction requirements will be paid for by the City.

All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

1300-7 STREET RESURFACING

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC and in accordance to City Standard Plate 602.

All trenches shall be paved on a daily basis with cold mix. Payment for temporary pavement shall be included in the payment of the underlying pipe.

Existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before repaving commences. If the storm drain pipe is 5 feet or less from the curb, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the pipe installation. Where required by the Engineer, or shown on the Plans, pavement removed shall be saw cut prior to repaving.

All pavement distresses areas due to trench excavation shall be milled and paved and all pavement settlements due to trench excavation shall be repaired per engineer's direction prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement, and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base thickness as directed by the Engineer. The Contractor shall verify the extent of the concrete streets and alleys as shown on the Plans.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the streets facilities. Street improvements which; are damaged or destroyed in the process of the construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. The thickness of the base and A.C. pavement shall be in accordance with City Standard Plate 602.

1300-8 REMOVAL AND ABANDONMENT OF EXISTING CONDUITS AND STRUCTURES

Removal and abandonment of existing conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

1300-9 POTHOLE REQUIREMENTS.

1300-9.1 SCOPE OF WORK

The Contractor shall be required to pothole and expose all existing utility crossings and parallel utilities(4 feet wall to wall) to the proposed waterline and all point of tie-ins and other necessary utility investigations as required to perform the specified work whether the utility shown on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the Agency time to make any required adjustments. If changes are required, the Contractor shall allow the Agency a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No extra equipment, labor or material payment shall be paid for alignment changes due to failure to provide pothole information prior to pipe construction thereby causing addition work or delay.

Potholing and preparation of the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new waterline construction. The Engineer may request additional potholes as needed.

1300-9.2 SUBMITTAL

The Contractor shall provide the Engineer a written complete pothole report listing the following information: Street or alignment name, pothole #, station #, existing ground elevation, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**. No separate compensation will be provided to the Contractor for such work.

1303 APPURTENANT STRUCTURES FOR STORM DRAIN LINES

1303-1 SCOPE OF WORK

The Work under this Section covers all labor, materials, tools, equipment and incidentals necessary to construct all appurtenant structures such as, but not limited to, manholes, junction structures, concrete collars, catch basins, modified structures, offset drain inlet, etc. All such Work shall conform to the details of the Plans and Standard Drawings or the sketches provided by the Engineer, the applicable Provisions on Section 303 of SSPWC, all approved shop drawings and these Special Provisions.

## 1303-2 WORK TO BE ACCOMPLISHED

New manholes, catch basins, offset drain inlets, junction structures, including forming and shaping base for storm drain lines shall be constructed in accordance with the details shown on the plans and these Special Provisions, as specified in the City Standard Plates, and as directed by the Engineer.

Precast Concrete Structures - Precast concrete pipe risers and pipe reducers, precast concrete sections, adjustment rings and tapered sections, pipe inlets and pipe manholes shall conform to City Standard Plate 513 or Plate 514 whichever applies.

The concrete class at 28-day strength shall be in accordance with Subsection 201-1.1.2 and the applicable Standard Plates. Where a discrepancy exists, the higher value shall apply.

Concrete collars per City Standard Plate 512

Cost for the construction of the local depression for side opening catch basin is included in the bid cost for Catch Basin.

When the manhole is located in the pavement area, it shall not be constructed to final grade until the pavement has been completed.

Manhole bottoms shall be cast-in-place. No pre-cast manhole bottoms will be allowed.

Offset drain inlet to be constructed per detail as shown on the plans. Cost of installing offset drain inlet shall include the construction of bollards.

All joints on the inside of structures and storm drain shall be neatly struck and pointed where plastering is not specified on the plans.

The inside bottoms of new manholes, catch basins, junction structures and modified structures shall be shaped to provide channels conforming to the size and shape of the lower portion of the inlets and outlets of the manholes, the channels varying uniformly in size and shape from inlet to outlet.

Perform trench safety during excavation per Section 1902-2 of these Specifications and Special Provisions.

## 1303-3 MEASUREMENT AND PAYMENT

The quantities of precast concrete pipe manholes, catch basins, concrete collars, junction structures and modified structures will be determined as units from actual count. The payment of performing the Work under this section will be made at the Contract unit price per each (EA) Bid Item.

Full compensation for structure excavation, dewatering, trench safety, structure backfill, bar reinforcing steel, concrete required for concrete cradles, pipe reinforcement, pipe support walls, miscellaneous iron, steel frames and covers and storm drain grates will be considered as included in these items of Work and no separate payment will be made therefore.

Full compensation for all capping open ends of pipe, joining of pipe to other pipe or structure, cutting off existing storm drain line & shaping bottoms of new manholes/catch basins, utility support and protective work operations required to accommodate or safeguard public traffic, shoring and/or sheet piling and any other incidental Work and material required to construct the drainage system shall be considered as included in the prices paid for the various contract items of storm drain and no additional compensation will be allowed therefore.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in construction of drainage structures complete-in-place, including temporary and permanent surfacing of the pavement, connection of drainage structure to exist storm drain line, type and color to match the adjoining pavement, resetting frame and cover to final finished grade of the pavement as shown on the Plans and as specified in these Specifications and Special Provisions, and as directed by the Engineer.

## 1400 WATER

## 1401 WATER MAIN CONSTRUCTION – GENERAL

### 1401-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment, and labor to saw cut existing pavement, perform trenching and earthwork operations, provide bedding, dewatering ground water or water in existing or abandon pipes, install the pipe in the size, type and quantity indicated in the plans and specification, and all fittings, elbows, tees, and thrust blocks, backfill, and restore all effected existing facilities and pavement, and perform all work in accordance with Section 1400 of these Specifications and Special Provisions, and City Standard Plates.

### 1401-1.1 MATERIALS

All materials and items to be used/installed shall conform to these Special Provisions and Water General Requirements of the latest edition of “City Standard Plates And Design Criteria for Public Works Construction”.

Any material or item installed in the water system will be of American origin. Materials and other products manufactured (from ore to finish) outside of the legal boundaries of the United States are not acceptable and will not be installed

in the City's water system. A certificate of origin and/or specification compliance may be required.

1401-1.2 SAWCUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within project limits shall be performed by the Contractor, using equipment which will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 3 feet or less from the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number five dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxied into the existing cross gutter. The Contractor shall remove and dispose of outside of the right-of-way all damaged existing improvements caused by the Contractor's operations.

1401-2 DEWATERING OF TRENCHES AND EXCAVATIONS

Dewatering shall consist of removal of surface water and/or ground water and/or water from existing or abandon pipes from the construction site as needed to perform the required construction in accordance with the specification.

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level 4-ft below the level of the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes. The Contractor shall be responsible to verify the groundwater elevation.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The "plan/system of plans" consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

1401-3 TRENCH EXCAVATIONS

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the SSPWC.
Excavation shall include the removal of materials of any nature which interfere with the work including unsuitable materials, abandon existing pipes and structures shown on the plans or not.

The trench shall be excavated to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or adjacent to traveled lanes. Free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed at its own expense.

Any asbestos cement pipe or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall repair or replace all water laterals which are damaged or removed as a result of its trench excavations at his cost.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense. Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This Work shall consist of performing all operations necessary to excavate all materials of any nature (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), which interfere with the construction Work regardless of character and subsurface conditions, and no separate payment will be made therefor.

1401-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the Work. One block or 500 feet, whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1401-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1401-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1401-4 PIPE BEDDING

Sand bedding shall be used in all pipe installations to a minimum depth of 6 inches.

Where ordered by the Engineer or Inspector additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent

of 30 or more, and free of silt, fines, vegetation, lumps, and other deleterious material.

Payment for this item shall be included in the payment for the pipe installation.

If soft, spongy, unstable, or other unsuitable material is encountered upon which the bedding material or pipe is to be placed, this material shall be removed to a depth ordered by the Engineer and replaced with bedding material suitably densified. Additional bedding so ordered, over the amount required by the Plans or Special Provisions, will be paid for as provided in the Bid.

The Contractor will receive additional compensation only when over-excavation is ordered by the Engineer. This compensation shall be only for the volume of over-excavation ordered beyond the limits shown on Standard Plate 602, and as modified below.

The pipe zone is defined as the area 6 inches from the bottom of the pipe to 12 inches above the pipe. The fill in the pipe zone shall be of approved excavated sand or imported sand with a sand equivalent of 30. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 90% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jetting shall not be used unless the backfill material and the adjacent native material have a sand equivalent of not less than 30.

If the necessity for such additional bedding material has been caused by an act or failure to act on the part of the Contractor or is required for the control of groundwater, the Contractor shall bear the expense of the additional excavation and bedding.

## 1401-5 BACKFILL

The backfill on the pipe zone section 12-inches above the top of pipe shall be with a minimum sand equivalent of 30 or greater in accordance with Plate 602. The backfill zone material shall have a sand equivalent of 20 or more and shall be free from ashes, refuse, rocks, vegetable or organic material.

Backfill zone shall be in accordance with Plate 602 except that the backfill of pipe trench on all major arterial streets shall be a one-sack cement slurry.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

### 1401-5.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

1401-6 COMPACTION TEST

The relative compaction shall be in accordance with the ASTM D1557 Method C and will be determined by a consultant retained by the Agency.

The Agency will obtain the services of a soils engineering company to take compaction tests throughout the length of the project. All first tests (at each location) that meet the compaction requirements will be paid for by the Agency. All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

1401-7 STREET PAVEMENT REPAIR

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC and in accordance to City Standard Plate 602.

All trenches shall be temporarily paved with cold mix on a daily basis. Payment for temporary pavement shall be included in the payment for the underlying pipe. Existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before milling and repaving is commenced.

If the edge of the water main trench is 5 feet or less from the edge of gutter or curb face whichever is less, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the water line installation, that is to say asphalt floaters of 5 feet or less shall be removed and replaced.
All pavement distresses areas due to trench excavation shall be milled and paved and all pavement settlements due to trench excavation shall be repaired per engineer's direction prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base thickness as directed by the Engineer.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the street facilities. Street improvements which are damaged or destroyed in the process of construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.1, and 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. Installation and compaction of aggregate base shall conform to Subsection 301-2 of the SSPWC.

The thickness of the base and A.C. pavement shall be in accordance with Standard Plate 602.

1401-8 CONNECTION TO EXISTING PIPING SYSTEM

In addition to the special provision section 1404-1, part 3-6. The Contractor shall be responsible for furnishing the labor and materials to connect to existing mains.

The Contractor shall be responsible for determining the horizontal and vertical location of the “point of tie-in”, alignment, depth, material type, and size of existing installation.

All points of tie-in shall be verified prior to start of construction.

Forty-eight hours prior to making any connections to existing mains, the Contractor shall notify the Engineer and City Water Division Manager, under whose jurisdiction the connection is to be made, so that appropriate measures may be taken to assure proper operation of the system.

The City does not guarantee that closure of any existing valve(s) will provide a complete shut-off of water. Where such is the case, the Contractor shall provide a cap or means of shutting off the water to allow the connection to be made or to permit the line to be abandoned. No additional compensation will be given if this is the case.

A dry connection to existing facilities shall be made at time which; have been scheduled with the Water Division and shall be planned in such a manner that the duration of any shutdown will be kept to a minimum. The Contractor will be responsible for coordinating the tie-ins with all affected parties. If necessary, to make connection outside of normal business hours, the Contractor shall notify the Inspector and the Water Division 48 hours in advance of its operations . When a dry connection to the existing main is made, connection shall be cleaned and disinfected per special provision section 1401-10.8.. All connections shall be made in the presence of the Engineer. No separate payment will be provided to the contractor for such work.

1401-9 PRESSURE AND LEAKAGE TESTING

1401-9.1 SCOPE

This section covers field hydrostatic pressure and leakage testing of piping. The term "piping" shall be used in this section to refer to piping systems, pipelines, or sections thereof.

1401-9.2 GENERAL

Unless otherwise specified, testing of piping shall be completed prior to final cleaning and disinfection.

Contractor shall notify federal, state, and local regulatory agencies to determine if any special procedures or permits are required for disposal of water used for pressure and leakage testing and to identify acceptable locations for disposal of the water. All requirements and costs associated with notifications and obtaining any discharge permit or approvals shall be responsibility of Contractor.

Engineer or Engineer's representative shall be present during testing and shall be notified of the time and place of testing at least 3 days prior to commencement of the work. All work shall be performed to the satisfaction of Engineer.

1401-9.3 TESTING SCHEDULE AND PROCEDURE

A testing schedule and test procedure shall be submitted to Engineer for review and acceptance not less than 21 days prior to commencement of testing. The schedule shall indicate the proposed time and sequence of testing of the piping. The testing procedure shall establish the limits of the piping to be tested, the positions of all valves during testing, the locations of temporary bulkheads, and all procedures to be followed in performing the testing.

1401-9.4 SPECIAL TESTING REQUIREMENTS

Special testing requirements include the following:

a) Unless otherwise acceptable to Engineer, the general sequence of work for each pipeline, or valved or bulkheaded section thereof, shall be as follows:

1. Initial flushing and cleaning of pipeline.
2. Filling pipeline.
3. Hydrostatic pressure and leakage testing.
4. Final cleaning, flushing

b) Unless otherwise acceptable, temporary bulkheads shall be provided during testing so that the test pressures are not applied to existing or new valves and hydrants, or to existing water lines, or to any portion of water lines installed under this Contract that have already been put into service.

c) A temporary pressure gauge shall be installed at each end of the limits of the pipeline to be tested.

d) The tests shall be conducted before connections are made to existing water lines, or to any portion of water lines installed under this Contract that have already been put into service.

e) Unless otherwise acceptable, upon completion of testing, connections made to existing water lines or to any portion that has been put into service of new water lines installed under this Contract, shall be visually

inspected for leakage after placing the water line into service and before backfilling the connection.

f) If testing is permitted against a butterfly valve, the maximum differential test pressure across the valve seat (gate) in the closed position shall be 150 psi on Class 150B butterfly valves and 250 psi on Class 250 butterfly valves.

1401-9.5 WATER

Water for testing shall be furnished as stipulated in the Special provision, Section 1000-4. As a conservation measure, the water shall be collected for reuse in subsequent testing. Following completion of testing, the water shall be disposed of in a manner acceptable to Engineer. Unless otherwise permitted, the water shall be kept out of the remainder of the piping.

1401-9.6 TEST EQUIPMENT

All necessary connections between the piping to be tested and the water source, together with pumping equipment, water meter, pressure gauges, and all other equipment, materials, and facilities required to perform the specified tests, shall be provided. All required flanges, valves, bulkheads, bracing, blocking, and other sectionalizing devices shall also be provided. All temporary sectionalizing devices shall be removed upon completion of testing. Vents shall be provided in test bulkheads where necessary to expel air from the piping to be tested.

Test pressures shall be applied by means of a force pump sized to produce and maintain the required pressure without interruption during the test.

Water meters and pressure gauges shall be accurately calibrated and shall be subject to review and acceptance by Engineer.

Permanent gauge connections shall be installed at each location where test gauges are connected to the piping during the required tests. Drilling and tapping of pipe walls will not be permitted. Upon completion of testing, each gauge connection shall be fitted with a removable plug or cap acceptable to Engineer.

1401-9.7 FILLING AND VENTING

Before filling the piping with water, care shall be taken to ensure that all air release valves and other venting devices are properly installed and in the open position. Hand operated vent valves shall not be closed until an uninterrupted stream of water is flowing from each valve. The rate of filling the piping with water must not exceed the venting capacity of the installed air vent valves and devices.

1401-9.8 BLOCKING AND BACKFILLING

Piping shall be adequately blocked, anchored, and supported before the test pressure is applied.

1401-9.9 PVC PIPE PRESSURE TESTING

After the piping to be tested has been filled with water, the test pressure shall be applied and maintained without interruption within plus or minus 5 psi of test pressure for 2 hours plus any additional time required for Engineer to examine all piping being tested and for Contractor to locate any defective joints and pipe materials. All water pipe shall be tested at a test pressure of 200 PSI or as indicated on the drawings.

1401-9.10 PVC PIPELINE LEAKAGE TESTING

Following completion of pressure testing and acceptance by Engineer, the pipeline piping shall be subjected to a leakage test. The duration of the leakage test shall be 2 hours plus the additional time required for Engineer to make an accurate determination of leakage.

1401-9.11 PVC PIPE LEAKAGE TEST PRESSURE

The hydrostatic pressure maintained during the leakage test shall be at least 75 percent, but not more than 100 percent, of the pressure specified for pressure testing of the piping and shall be maintained within plus or minus 5 psi during the entire time that leakage measurements are being performed.

1401-9.12 PVC PIPE LEAKAGE MANAGEMENT

Measurement of leakage shall not be attempted until all trapped air has been vented and a constant test pressure has been established. After the pressure has stabilized, piping leakage shall be measured with a suitable water meter installed in the pressure piping on the discharge side of the force pump.

1401-9.13 PVC PIPE ALLOWABLE LEAKAGE

The term "leakage", as used herein, refers to the total amount of water which must be introduced into the piping during the leakage test to maintain the test pressure.

No piping will be accepted if and while it exhibits a leakage rate in excess of that determined by the indicated formulas:

$$Q = 0.0068\ DLN \text{ (English units)}$$

Where

$Q$ = allowable leakage in gallons per hour

$D$ = nominal diameter of pipe in inches

$L$ = length of section tested in thousand feet

$N$ = square root of average test pressure in pounds per square inch

$Q = 1.26 \times 10^{-6}$ DLN (Metric units)

Where

Q = allowable leakage in liters per hour

D = nominal diameter of pipe in millimeters

L = length of section tested in meters

N = square root of average test pressure in kilopascals

Contractor shall submit calculations for allowable water leakage during hydrostatic test for each pipeline reach being tested based on the above specified criteria for Engineer's approval.

Whenever the piping to be tested contains pipe of different diameters, the allowable leakage shall be calculated separately for each diameter and the corresponding length of piping. The resulting allowable leakage rates shall be added to obtain the total allowable leakage for the entire piping.

All joints in piping shall be watertight and free from visible leaks during the leakage test. Each leak which is discovered within the correction period shall be repaired at the expense of Contractor regardless of the amount that the total leakage may have been specified in the allowable leakage rate during the leakage test.

If the leakage test indicates a higher than allowable leakage rate, Contractor shall locate and repair leaking joints and other defective work to the extent necessary to reduce the leakage to an acceptable value.
In the case of pipelines that fail to pass the prescribed leakage test, the Contractor, at his own expense, shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipelines, including but not limited to, excavating as necessary to locate and repair leaks or other defects which may develop under test, replacing such excavated material, and making all repairs necessary to secure the required watertightness.

The pressure test shall be repeated until the pipe meets test requirements. The duration of the final test shall be not less than two hours. The cost of all water used in both testing and retesting shall be paid by the Contractor.

## 1401-9.14 WATER USED FOR PRELIMINARY CLEANING, FLUSHING AND TESTING

Debris free and dechlorinated water shall be disposed of into the City's sewer system or off the site in a legal manner using trucks or other means as acceptable to the City. The contractor shall obtain discharge permits from City's water quality manager and other applicable agencies.
The Contractor shall obtain an NPDES permit or comply with existing NPDES permit, if required to discharge into the City's storm drain system.

## 1401-9.15 SUBMITTALS

Procedure, material, and equipment to be used for cleaning and flushing of pipelines. Provide a layout plan showing locations of water connections,

equipment, materials, and temporary components to be used for water conveyance, cleaning and flushing.

Procedure, material, and equipment to be used for performing hydrostatic test for pipelines. Provide a layout plan showing locations of water connections, equipment, materials, and temporary components to be used for water conveyance, and hydrostatic test.

Calculations for allowable water leakage during hydrostatic test for each pipeline reach being tested based on the specified allowable leakage criteria and approved pipeline shop drawings.

Test results and reports with details shall be submitted to engineer prior to acceptance of waterline piping system.

## 1401-10 CLEANING AND DISINFECTION

### 1401-10.1 GENERAL

Chlorination shall be in accordance with the instructions of the chlorinator manufacturer. All water pipelines shall be disinfected in accordance with the requirements of ANSI/AWWA C651 using the Continuous-Feed Method as modified herein prior to being placed into service.

The Contractor shall install required temporary facilities, including valves, blow- offs, bulkheads, blind flanges, manual air release valves, thrust restraining system, etc.

### 1401-10.2 CHLORINATION

A chlorine-water mixture shall be uniformly introduced into the pipeline by means of a solution-feed chlorinating device. Cement-mortar lined pipe shall not be filled with water until a minimum period of eight hours has elapsed after the last joint in any section has been made. An approved and tested reduced pressure principle backflow prevention assembly shall be installed on the water supply to prevent the strong chlorine solution in the line being disinfected from flowing back into the line supplying the water. The assembly shall be on the approved list of the County of Ventura Environmental Health Department and shall be tested prior to use by a tester approved by the County of Ventura Environmental Health Department. The assembly shall be as approved by the City.

Point of Application: Chlorine solution shall be applied at the beginning of the section to be chlorinated and shall be injected through a corporation stop, a hydrant, or other approved connection to ensure treatment of the entire system being disinfected. All required corporation stops and other plumbing materials necessary for chlorination or flushing of the main shall be installed by the Contractor.

Injection Rates: Potable water shall be introduced into the pipeline at a constant measured rate. Chlorine solution shall be injected into the potable feed water at a measured rate. The two rates shall be proportioned so that the chlorine concentration in the pipeline is maintained at a minimum concentration of 50 mg/l, with a minimum chlorine residual of 25 mg/l after 24 hours in the pipe. The concentration at points downstream shall be checked periodically during the filling to ascertain that sufficient chlorine is being added.

## 1401-10.3 CHLORINE RESIDUAL TEST

The City will make 24-hour chlorine residual tests. The City will notify the Contractor of the chlorine test result. Chlorinated water shall be retained in the pipeline for at least 24 hours. After the chlorine-treated water has been retained for the required time, the free chlorine residual at the pipeline extremities and at other representative points shall be at least 25 mg/l.

After the chlorine solution applied by the continuous feed method has been retained in the pipeline for 24 hours, samples shall be taken at air valves and other points of access to confirm that a minimum chlorine residual of 25 mg/l exists along the pipeline.

## 1401-10.4 BACTERIOLOGICAL TESTS

Bacteriological tests shall be taken every 1,000 feet on the main line and in accordance with AWWA “Standard Methods for the Examination of Water and Wastewater” and AWWA 651-14, Sec. 5.1 specifications, and shall show the absence of coliform organisms, and in conformance with the State Department of Health Services And State Water Resources Control Board requirements.

## 1401-10.5 REPETITION OF TEST

The disinfection testing procedure shall be repeated if the initial tests fail to produce satisfactory results. Two consecutive satisfactory test results shall be required after any unsatisfactory test. The Contractor shall be responsible for all costs of re-disinfection and retesting due to test failure, without additional cost to the City.

## 1401-10.6 CHLORINATING VALVES

During the process of chlorinating the pipelines, all valves and other appurtenances shall be operated while the pipeline is filled with the heavily chlorinated water.

## 1401-10.7 FINAL FLUSHING

Final Flushing shall be done by the Contractor after he has been notified of a satisfactory chlorine residual test by the City. After the applicable retention period, the heavily chlorinated water shall be flushed from the pipeline until chlorine measurements show that the concentration in the water leaving the

pipeline has a chlorine value around 2.0 mg/l of the replacement water generally prevailing in the system or is acceptable for the intended use.

1401-10.8 DISINFECTION OF CONNECTIONS

Pipe and appurtenances used to connect existing and new water pipelines and short reach (10' or less) of new pipe used for replacement of existing pipe shall be spray-disinfected using a 3+ percent solution of chlorine just prior to being installed in accordance with ANSI/AWWA C651.

1401-10.9 NEUTRALIZATION OF CHLORINATED WATER

Neutralizing and disposing of chlorinated water shall be in accordance with Appendix "C" of ANSI/AWWA Standard C651 and General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Water requirements.

Contractor shall notify federal, state, and local regulatory agencies to determine if any special procedures or permits are required for disposal of neutralized or diluted chlorinated water from the final flushing of pipelines and to identify acceptable locations for disposal of the flushing water.

1401-10.10 PERMITS

Debris free and dechlorinated water shall be disposed of into the City's sewer system or off the site in a legal manner using trucks or other means as acceptable to the City. The contractor shall obtain discharge permits from City's water quality manager and other applicable agencies.

The Contractor shall obtain an NPDES permit or comply with existing NPDES permit, if required to discharge into the City's storm drain system.

All requirements and costs associated with notification and obtaining any discharge permits shall be the responsibility of the Contractor.

1401-10.11 SUBMITTALS

Cleaning and Disinfection Plan: Contractor shall submit a detailed Cleaning and Disinfection Plan to engineer 14 days prior to starting any cleaning and disinfection work. The plan shall cover the method and procedure proposed, necessary coordination, sequence of operations, the limits of the pipelines to be cleaned and disinfected, lay-out plan, the positions of all valves, chlorine injection location, sampling station location, location of temporary bulkheads, materials and quantities of each to be used, equipment to be used, manner of filling and flushing the pipelines, potable water source, method of metering the water, neutralization and disposal of wasted water, qualifications of firms performing tests and all other methods and procedures to be followed in performing the cleaning.

Test result: Unless otherwise specified, Copies of all test results shall be submitted to engineer prior to acceptance of waterline piping system.

1401-11 THRUST BLOCKS

Thrust blocks to resist any movement in mains and fittings installed under this Contract shall be placed at all rubber ring valves, rubber ring fittings, reducers, tees, crosses, ends, and dead ends, including plug and blow-off assemblies in accordance with pipe manufacturer's recommendations and as shown on Standard Plate 320.

All thrust blocks shall be cast-in-place with a bearing surface in accordance with Standard Plate 320. All bearing surfaces of thrust blocks shall be installed against undisturbed soil. Concrete shall be Class 520-C-2500 per Subsection 201-1.1.2 of the SSPWC.

Payment for thrust blocks shall be considered to be included in the price paid for other items of work at no additional compensation will be allowed therefore.

In lieu of thrust blocks, joint restraints by EBAA IRON or equal may be used. Restrained joints per special provision section 1404-2.2 and shall be approved by the engineer.

1401-12 UTILITY CROSSING

Changes in alignment and grade of the water line or changes in the fittings at connections due to utility crossings shall be approved by the Engineer. Offset (If needed) shall be installed per City Std. Plate 313. The cost incurred in making utility crossings, whether or not the utilities are shown on the Plans, shall be included in the price bid for other items of work. Blow off and AVAR valve will be paid per their bid unit cost.

The Contractor's attention is directed to the fact that there will be no direct payment(s) or compensation for installing the water main at extra depth to achieve minimum clearance from existing or new utilities to accomplish the intent of the Plans.

Sewer and water line crossings shall meet the requirements of the State Health Department.

The Contractor shall be responsible to notify and coordinate the repair/replacement work on all utilities to the **respective owners**, which may affect or be affected by construction operations.

1401-13 SALVAGE OF MATERIALS

The Contractor shall salvage the fire hydrant head where indicated in the Plans or Specifications. If possible the spool, bury, and appurtenances shall also be salvaged as directed by the Engineer. The Contractor shall remove and salvage valve covers and frames from all mains being abandoned or removed from service. Where the mains are removed or abandoned the Contractor shall salvage the valves. Contractor shall also salvage any meters that are to be

replaced. The Contractor shall deliver the salvaged materials to the Water Yard at 251 South Hayes Avenue.

The Contractor shall notify the Inspector in advance of its delivery to the Water Yard.

1401-15 SEWER LATERAL CROSSING

The Contractor shall be responsible to verify the exact location of the sewer lateral.

The Contractor shall repair or replace all sewer laterals which are damaged or removed as a result of its construction operations at his cost, with C-900 Class 200 plastic pipe a minimum length of 10 feet or the full width of the trench, (the greater of the two) per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies. The flow lines at the end points shall be matched, and strongback full-circle clamps shall be used to make the connections. The backfill at all sewer laterals crossing over the water main shall be a 2-sack mix slurry.

1402 OPERATION OF THE WATER SYSTEM DURING CONSTRUCTION
(Not a Bid Item)

The Contractor shall be responsible to keep all services, fire lines, and fire hydrants in service during the construction operations. The Contractor shall contact the affected parties and make arrangements if the water supply will be off temporarily, not more than 4 hours during the course of the Work.

If any fire hydrants or fire lines will be affected by the Contractors operations, the Contractor shall contact with City of Oxnard Fire Department and make any arrangements necessary.

The Contractor may be required to work during non-working hours when making a connection to a commercial establishment, hospital, clinic, or any other party requiring continuous source of water for vital operations. The Contractor shall be responsible to coordinate and arrange for the connections. Contractor shall not operate any water valves except in an emergency.

This is a general requirement of the Contract. No separate compensation will be provided to the Contractor for such work.

1403 REMOVAL AND DISPOSAL OF PIPE MATERIALS

All existing water mains removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis. The A.C.P. water main shall be disposed of as noted in Section 1401-3 of these Special Provisions. The streets shall not be used as a storage area for the existing mains.

All trench excavations and voids resulting from the removal of existing pipes shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete.

All work shall be performed in accordance with the City Standard Plate 602.

Payment per special provision section 1407-3

1404 POLYVINYL CHLORIDE (PVC) PRESSURE PIPE

1404-1 PART 1 - GENERAL

1404-1.1 SCOPE

This section covers the furnishing and installation of 4 through 30 inch buried polyvinyl chloride (PVC) pressure pipe for recycled water service. PVC pressure pipe shall be furnished complete with all fittings, jointing materials, anchors, blocking, encasement, and other necessary appurtenances.

Pressure and leakage tests, cleaning, and disinfection, are covered in other sections. Pipe trenching, bedding, and backfill are covered in the Trenching and Backfilling section.

Pipe shall be furnished where indicated in the pipeline schedule or where indicated on the drawings.

1404-1.2 GOVERNING STANDARDS

Except as modified or supplemented herein, all PVC pressure pipe shall conform to the applicable requirements of ANSI/AWWA C900 and C905. The supplementary information required in the governing standards is as follows:

| | |
|---|---|
| Affidavit of Compliance | Required |
| Plant Inspection | Required |
| Special Markings | Not required |
| Special Preparation for Shipment | Not required |
| Certification | Required |

1404-1.3 QUALIFICATIONS

Manufacturer shall be ISO-9001 certified with five years' experience in the manufacture of PVC pipe and fittings in the US. Manufacturer must demonstrate a minimum of 10 comparable projects within the last 5 years where their pipe has been installed. All pipes and fittings shall be fabricated at one company facility for quality control purposes.

The pipe manufacturer shall provide the services of an experienced, competent, and authorized representative to visit the site at the commencement of the work to advise and consult with the Contractor during joining and installation of the pipe. The manufacturer’s representative shall not directly supervise Contractor’s personnel, and Contractor shall remain responsible for the pipeline work.

## 1404-1.4 TESTING

The Owner may perform testing on pipe delivered to the site. Testing may be performed on a sample from each lot or on samples from a selection of the lots of pipe delivered to the site. The samples shall be made available to the Owner at the Contractor's cost plus overhead and profit, calculated as follows:

$$C = l * UC/L$$

where:

C = sample cost
l = sample length
UC = cost per standard pipe length, including 15% OH&P
L = length of standard pipe length

Sample lengths are expected to be approximately 4 feet.

Tests the Owner may perform are:

Axial Tensile Properties (ASTM D638)
Dimension Measurements (ASTM D2122)
Flattening (ASTM D2412)
Acetone Immersion (ASTM D2152)

Pipe failing to meet expected testing results as defined by the independent testing laboratory may be rejected by the Owner. Installation of pipe prior to test results being reported to the Owner, shall be at the Contractor's risk. The Contractor shall reimburse the Owner for the cost of samples, tests, and shipping of pipe samples that fail to meet the expected testing results.

The Contractor shall allow a testing period of 2 weeks in the Progress Schedule, which will commence from the time the sample(s) are provided to the Owner.

## 1404-1.5 SUBMITTALS

Drawings and data shall be submitted in accordance with the Submittals section. Drawings and data shall include, but shall not be limited to, the following:

| |
|---|
| Gasket material. |
| Pipe length. |

| |
|---|
| Manufacturer's hydrostatic proof test results for each length of pipe in each lot from which pipe shall be provided for the Project, and results from dimension measurements, flattening tests, and extrusion quality tests performed in accordance with the governing standard, for each lot from which pipe is provided for the Project. Test results shall be submitted in Microsoft Excel format on CD, and shall include a summary of the number of lengths in each lot that fail the test and the total number of lengths in each lot. The submittal shall also include a listing of the number of lengths of pipe provided from each lot.<br><br>Affidavit of Compliance (ANSI/AWWA C900, Sec. 6.3). |
| Affidavit of Compliance (ANSI/AWWA C905, Sec. 6.3). |
| Certification (ANSI/AWWA C900, Sec. 4.2.3). |
| Certification (ANSI/AWWA C905, Sec. 4.2.3). |

1404-1.6 DELIVERY, STORAGE AND HANDLING

Shipping shall be in accordance with the Shipping section. Handling and storage shall be in accordance with the Handling and Storage section.

Pipe, fittings, and accessories shall be handled in accordance with Chapter 6 of AWWA Manual M23, to ensure installation in sound, undamaged condition. Pipe shall not be stored uncovered in direct sunlight.

1404-2 PRODUCTS

1404-2.1 DIMENSIONS

The dimension ratios (DRs: outside diameter to wall thickness) of PVC pressure pipe shall be as indicated on the drawings

1404-2.2 MATERIALS

| | |
|---|---|
| Pipe | ANSI/AWWA C900 or C905; cast iron pipe OD, 200 psi pressure rating, dimension ratio as specified herein. |
| Fittings | Ductile iron; ANSI/AWWA C110/A21.10, 250 psi pressure rating, except shorter laying lengths will be acceptable. <u>Compact D.I. fittings will not be acceptable.</u> |

| Joints | |
|---|---|
| PVC to PVC | ANSI/AWWA C900 or C905, stab type, with elastomeric synthetic rubber gaskets. Gaskets of natural rubber will not be acceptable. |
| PVC to Cast Iron/Ductile Iron | ANSI/AWWA C111/A21.11, except gaskets shall be synthetic rubber. Natural rubber will not be acceptable. |
| Tapping Saddles | Ductile iron, with stainless steel straps and synthetic rubber sealing gasket, 250 psi pressure rating. Ford Service Saddle FC202, or equal |
| Restrained Joints | ASTM F1674, EBAA Iron 2000 series (4 inch through 20 inch) or concrete thrust blocking. |
| Tapping Sleeves | Ductile iron, 250 psi pressure rating. |
| Polyethylene Encasement | Tube or sheet, ANSI/AWWA C105/A21.5. |
| Joint Tape | Self-sticking, PVC or polyethylene, 10 mils thick; Chase "Chasekote 750", Kendall "Polyken 900", or 3M "Scotchrap 50" or equal. |
| Coal Tar Epoxy | High-build coal tar epoxy; Ameron "Amercoat 78HB Coal Tar Epoxy", Carboline "Bitumastic 300 M", Tnemec "46H-413 Hi-Build Tneme-Tar", or Sherwin-Williams "Hi-Mil Sher-Tar Epoxy" or equal. |

| | |
|---|---|
| Conductive Tracer | Detection tape, 6 inches wide; aluminum foil core, 0.5 mil thick, encased in a protective inert plastic jacket; 5,000 psi min tensile strength; 2.5 lbs per inch per 1,000 feet min mass; color coded in accordance with APWA Uniform Color Code; Allen Systems "Detectatape", Lineguard "Type III", or Reef Industries "Terra Tape D" or equal. |
| Bolts, Nuts, And Washers | Bolts, nuts, and washers for all below ground water piping joint connections (flanges, mechanical joints, restrained joints, retainer glands, etc.) shall be Stainless Steel, Grade 304. |

Manufacturing quality control shall be maintained by frequent, regularly scheduled sampling and testing. Testing shall comply with the governing standards.

1404-2.3 SHOP COATING AND LINING

The exterior surfaces of cast iron fittings shall be coated with a bituminous coating. The interior surfaces of ductile iron fittings shall be lined with cement mortar.

1404-2.4 OWNER's INSPECTION AT MANUFACTURING FACILITY

If Owner elects to inspect any work or materials, as permitted under ANSI/AWWA C900/905, all costs in connection with the services of Owner's inspector will be paid for by Owner. Additional material test specimens shall be furnished to Owner's inspector for testing by an independent testing laboratory whenever, in the judgment of Owner's inspector, satisfactory PVC material is not being made. Test specimens

shall also be furnished when Owner's inspector desires. The entire cost of obtaining, inspecting, and testing of such additional specimen plates, welds, or materials will be borne by Owner. If any specimen is found not to conform to the specified requirements, the materials represented by the specimen will be rejected. The expense of all subsequent tests due to failure of original specimens to comply with the specifications shall be the responsibility of Contractor.

Work to be performed by Owner's inspector at the manufacturing facility will include checking of pipe tolerances in accordance with ANSI/AWWA C900/905, when applicable.

In addition to making or witnessing all specified tests and submitting any required reports to Engineer and Owner, Owner's inspector will submit written reports to Contractor concerning all materials rejected, noting the reason for each rejection.

Inspection by Owner's inspector, or Owner’s option not to provide inspections, shall not relieve Contractor of his responsibility to provide materials and to perform the work in accordance with the Contract Documents.

1404-3 EXECUTION

1404-3.1 INSPECTION

Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends and bells shall be examined with particular care. All defective pipe and fittings shall be removed from the site of the work.

1404-3.2 LAYING PIPE

Pipe shall be protected from lateral displacement by pipe embedment material installed as specified in the Trenching and Backfilling section. Pipe shall not be laid in water or other unsuitable conditions.

Pipe shall be laid with bell ends facing the direction of laying, except when reverse laying is specifically permitted by Engineer.

Foreign matter shall be prevented from entering the pipe during installation.

Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug. All water shall be removed from the trench prior to removing the plug.

The Contractor shall supply conductive tracer wire and detection tape. Contractor shall adhere to City Standard Plate 602 for wire and tape installation.

A conductive tracer shall be buried above PVC pipe, not more than 18 inches below the ground surface.

1404-3.2.1 CLEANING

The interior of all pipe and fittings shall be thoroughly cleaned before installation and shall be kept clean until the work has been accepted.

1404-3.2.2 ALIGNMENT

Piping shall be laid to the lines and grades indicated on the drawings. Pipelines or runs intended to be straight shall be laid straight. Deflections from a straight

line or grade shall not exceed the maximum deflections specified by the manufacturer.

Unless otherwise specified or indicated on the drawings, and subject to acceptance by Engineer, either shorter pipe sections or fittings shall be installed as required to maintain the indicated alignment or grade.

1404-3.3 CUTTING PIPE

Cutting shall comply with the pipe manufacturer's recommendations and with Chapter 7 of AWWA Manual M23. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the end of the pipe shall be dressed to remove all roughness and sharp corners and shall be beveled in accordance with the manufacturer's instructions.

1404-3.4 JOINTS

Joints shall be stab-type or mechanical joints unless otherwise indicated on the drawings. Joints at connections pipes of other materials shall be as shown on drawings.

1404-3.4.1 STAB TYPE JOINTS

Jointing shall conform to the instructions and recommendations of the pipe manufacturer. All surfaces for gasketed joints shall be lubricated immediately before the joint is completed. Gaskets and lubricants shall be supplied by the pipe manufacturer, shall be suitable for use in potable water, shall be compatible with the pipe materials, shall be stored in closed containers, and shall be kept clean. Each spigot shall be suitably beveled to facilitate assembly.

1404-3.4.2 MECHANICAL JOINTS

Mechanical joints shall be carefully assembled in accordance with the manufacturer's recommendations. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned, and reassembled. Over-tightening of bolts to compensate for poor installation practice will not be permitted.

1404-3.5 POLYETHYLENE ENCASEMENT

All cast iron fittings, tapping saddles, tapping sleeves, valves, or other cast iron accessories shall be provided with polyethylene tube or sheet protection installed in accordance with ANSI/AWWA C105/A21.5, Method A or C

1404-3.6 CONNECTIONS WITH EXISTING PIPING

Connections with existing pipes shall be made using fittings suitable for the conditions encountered. Each connection with an existing pipe shall be made at a time and under conditions which will least interfere with service to customers, and as authorized by Owner. Facilities shall be provided for proper dewatering and for disposal of water removed from the dewatered lines and excavations without damage to adjacent property.

1404-3.7 SERVICE CONNECTIONS

Tapping saddles or tapping sleeves shall be used for all service connections 2 inches and smaller. Direct tapping of PVC pipe will not be permitted. Fittings shall be used for service connections larger than 2 inches.

1404-3.8 CONCRETE ENCASEMENT

Concrete encasement shall be installed as indicated on the drawings. Concrete and reinforcing steel shall be as specified in the Cast-in-Place Concrete section. All pipe to be encased shall be suitably supported and blocked in proper position and shall be anchored against flotation.

1404-3.9 RESTRAINED JOINTS

All bell-and-spigot or all-bell tees, Y-branches, bends deflecting 11-1/4 degrees or more, valves, and plugs which are installed in piping subjected to internal hydrostatic heads in excess of 30 feet shall be provided with suitable restraint.

Concrete blocking shall extend from the fitting to solid, undisturbed earth and shall be installed so that all joints are accessible for repair. The dimensions of concrete reaction blocking shall be as indicated on the drawings or as directed by Engineer.

Reaction blocking, anchorages, or other supports for fittings installed in fills or other unstable ground shall be provided as indicated by the drawings or as directed by Engineer.

All clamps, rods, bolts, and other metal accessories used in tapping saddles or reaction anchorages subject to submergence or in contact with earth or other fill material, and not encased in concrete, shall be protected from corrosion. Finish of saddle body shall be fusion bonded epoxy coating, 12 mils thick.

1404-3.10 PRESSURE AND LEAKAGE TESTS

After installation, PVC piping shall be hydrostatically tested for defective workmanship and materials as specified in the Pressure and Leakage Testing section 1401-9

1404-3.11 LEAKAGE

All PVC piping shall be watertight and free from leaks. Each leak which is discovered within the correction period shall be repaired by and at the expense of Contractor.

1404-3.12 CLEANING AND DISINFECTION

After installation, PVC piping shall be cleaned and disinfected as specified in the Cleaning and Disinfection of Water Pipelines Section 1401-10

1405 POTHOLE REQUIREMENTS

1405-1 SCOPE OF WORK

The Contractor shall be required to pothole and expose all existing utility crossings and parallel utilities(4 feet wall to wall) to the proposed waterline and all point of tie-ins and other necessary utility investigations as required to perform the specified work whether the utility shown on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the Agency time to make any required adjustments. If changes are required, the Contractor shall allow the Agency a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No extra equipment, labor or material payment shall be paid for alignment changes due to failure to provide pothole information prior to pipe construction thereby causing addition work or delay.

Potholing and preparation of the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new waterline construction. The Engineer may request additional potholes as needed.

No separate compensation will be provided to the Contractor for such Work. Payment for potholing will be considered as included in the prices bid for "Installation of PVC mains" items and no additional payment will be made thereof.

1405-2 SUBMITTAL

The Contractor shall provide the Engineer a written complete pothole report listing the following information: street name, pothole #, station #, existing ground elevation above the utility, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**.

1406 INSTALLATION OF STEEL PIPE MAINS
(NOT USED)

1407 INSTALLATION OF PVC MAINS

1407-1 SCOPE OF WORK

The Contractor shall perform the Work as detailed in the sub-sections of Section 1400 of this Special Provisions and shall apply to the extent required for proper performance of this Work.

Backfilling and pavement restoration shall be per City Standard Plate 602.

PVC installation shall consist of potholing per Section 1405; saw-cutting existing pavement and trench excavation; removal of existing pipelines; dewatering (if necessary); furnish and install bedding materials; installation of pipe, necessary fittings, and thrust block or joint restraints; backfilling, temporary paving with cold mix, and providing steel plate covers; flushing, testing, and disinfection; connections to existing mains or valves; and final AC pavement restoration and/or reconstruction.

All water mains removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis per section 1403 of these special provisions. The ACP water main shall be disposed of as noted in Section 1401-3 of these Special Provisions. The streets shall not be used as a storage area for the existing mains.

1407-2 MATERIALS

PVC pipes shall conform to the AWWA C-900 Specifications for Class 200 pipe, in the size indicated on the Plans, and as detailed in Section 1404 of these Specifications.

PVC pipe sizes over 12” shall meet the requirements of AWWA C-905 “Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, for Water Transmission and Distribution”.

1408 ABANDON EXISTING PVC, CIP/STEEL PIPE, OR ACP IN-PLACE

Abandonment of existing conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

The Contractor shall provide all the materials, equipment, and labor to properly fill the mains designated for abandonment in place with a 2-sack mix slurry. The existing water mains shall be broken at 250-foot intervals to insure the lines are filled. The ends of the abandoned waterline mains shall be sealed or plugged to prevent the slurry from leaking out before it sets. All valves shall be removed and salvaged.

The asbestos cement valve (valve stacks) risers shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers shall be kept in an area that is secured from public access.

The ACP risers shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

1409 VALVE INSTALLATION

1409-1 GENERAL

1409-1.1 SCOPE

This section covers the installation, calibration and testing of new valves and actuators

.

All main line gate valves 4” to 12” shall be resilient-seated (R.S), valves larger than 12” shall be butterfly unless otherwise shown on the plans.

Cleaning, disinfection, pressure and leakage testing are covered in other sections.

The following specification sections are applicable to valves to be installed:

| **Section** | **Title** |
|---|---|
| 1409-3 | Resilient-Seated Gate Valves |
| 1409-4 | Air Release and Combination Air Valves |

1409-1.2 GENERAL

Equipment installed under this section shall be erected and placed in proper operating condition in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

1409-1.2.1 COORDINATION

When manufacturer's field services or installation check services are provided by the valve manufacturer, Contractor shall coordinate the services with the valve manufacturer. The Contractor shall give the Engineer a written notice at least 30 days before the manufacturer's field services are needed.

Flanged connections to valves including the bolts, nuts, and gaskets are covered in the appropriate pipe specification section.

1409-1.3 DELIVERY, STORAGE, AND HANDLING.

1409-1.3.1 STORAGE

Upon delivery, all equipment and materials shall immediately be stored and protected by Contractor in accordance with

Handling and Storage section, City of Oxnard Standard Specifications Section 4 – Control of Material, and the manufacturer’s instructions until installed in the Work. Stored equipment shall be protected by Contractor against damage and exposure from the elements. At no time shall the equipment be stored on earth or grass surfaces or come into contact with earth or grass. Contractor shall keep the equipment dry at all times.

1409-1.4 PRODUCTS

Not Applicable.

## 1409-1.5 EXECUTION

### 1409-1.5.1 INSPECTION

All valves and accessories shall be inspected for damage and cleanliness before being installed. Any material damaged or contaminated in handling on the job shall not be used unless it is repaired and re-cleaned to the original requirements by Contractor. Such material shall be segregated from the clean material and shall be inspected and approved by Owner or his representative before its use.

### 1409-1.5.2 INSTALLATION.

#### 1409-1.5.2.1 GENERAL

Valves shall be installed with sufficient clearance for proper operation of any external mechanisms, and with sufficient clearance to dismantle the valve for in-place maintenance. Installation shall be in accordance with the valve manufacturer's recommendations.

The Contractor shall provide all materials, equipment and labor to install the size valve indicated on the Plans at the specified location. Valve box risers shall be kept 14" below finished grade until they are paved to finished grade. At that time, valve box work shall be completed as shown on Plate 303. The installation will include the valve box, the anchoring, earthwork, compaction, and associated work for a complete operational valve installation

Unless otherwise indicated on the drawings, all valves installed in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above the finish floor shall be installed with their operating stems vertical. Valves installed in horizontal runs of piping having centerline elevations between 4 feet 6 inches and 6 feet 9 inches above the finish floor shall be installed with their operating stems horizontal. If adjacent piping prohibits this, the stems and operating hand wheel shall be installed above the valve horizontal centerline as close to horizontal as possible. Valves installed in vertical runs of pipe shall have their operating stems oriented to facilitate the most practicable operation, as reviewed by Engineer.

Buried valves shall be installed with their stems in suitable positions for connecting extension stems as approved by the Engineer.

#### 1409-1.5.2.2 INSTALLATION CHECKS

When specified in the valve sections, the valve manufacturer will provide installation checks. For installation checks, the manufacturer's field representative will inspect the valve installation immediately following installation by Contractor. The manufacturer's representatives will revisit the site as often as necessary to ensure installation satisfactory to Owner.

Contractor shall perform no Work related to the installation or operation of materials or equipment furnished by others without direct observation and guidance of the field representative, unless Engineer and manufacturer furnishing such materials concur otherwise.

1409-1.5.2.3 AWWA BUTTERFLY VALVES (NOT USED)

1409-1.5.2.4 CHECK VALVES (NOT USED)

1409-1.5.2.5 ECCENTRIC PLUG VALVES (NOT USED)

1409-1.5.2.6 RESILIENT SEATED GATE VALVES

Valves shall be handled and installed in accordance with the recommendations set forth in the Appendix to ANSI/AWWA C509 and as recommended by the manufacturer.

1409-1.5.2.7 DOUBLE DISC GATE VALVES (NOT USED)

1409-1.5.2.8 AIR RELEASE AND COMBINATION AIR VALVES

The exhaust from each valve shall be piped to a suitable point as shown on drawings or as approved by Engineer. Air release valve exhaust piping leading to a trapped floor drain shall terminate at least 6 inches above the floor.

1409-1.5.2.9 VALVE BOXES

Valve boxes shall be set plumb. Each valve box shall be placed directly over the valve it serves, with the top of the box brought flush with the finished grade. After each valve box is placed in proper position, earth fill shall be placed and thoroughly tamped around the box.

1409-1.5.2.10 YARD HYDRANTS (NOT USED)

1409-1.5.2.11 FIRE HYDRANTS (NOT USED)

1409-1.5.2.12 VALVE EXTENSION STEMS

Valve extension stems shall be installed as shown on drawings and shall be provided with wrench nut and Tee operator. Tee handles shall be provided for each valve with wrench nut.

1409-1.5.3 VALVE ACTUATORS.

1409-1.5.4 FIELD QUALITY CONTROL.

1409-1.5.4.1 FIELD TESTING

After installation, all valves shall be tested in conjunction with the Pipeline Pressure and Leakage Testing section.

1409-1.5.4.2 PRESSURE TESTS

Pressure testing shall be in accordance with the Pipeline Pressure and Leakage Testing section.

1409-1.5.4.3 LEAKAGE TESTS

All valves shall be free from leaks. Each leak that is discovered within the correction period stipulated in the General Conditions shall be repaired by and at the expense of Contractor. This requirement applies whether pressure testing is required or not.

1409-1.5.5 ADJUSTING

After installation, the opening and closing time shall be adjusted as needed for each pneumatic, hydraulic and electric actuated valve.

1409-2 AWWA BUTTERFLY VALVES (NOT USED)

1409-3 RESILIENT-SEATED GATE VALVES

1409-3.1 GENERAL

1409-3.1.1 SCOPE

This section covers furnishing resilient-seated AWWA gate valves for water service as indicated in the plans. Resilient-seated gate valves shall be furnished complete with actuators and accessories as indicated in the components schedule, and as specified in the Valve Installation section.

1409-3.1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

Valves shall be furnished with all necessary parts and accessories indicated on the drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of valves.

Contractor shall also adhere to gate valve assembly details shown on City Standard Plate 303. All valves 4-inch to 12-inch shall be approved resilient seated gate valves. Location of valves shall be indicated on the drawings and in accordance with City Standard Specifications and Plates.

1409-3.1.2.1 GENERAL EQUIPMENT STIPULATIONS

The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

1409-3.1.3 GOVERNING STANDARD

Except as modified or supplemented herein, all resilient-seated gate valves shall conform to the applicable requirements of ANSI/AWWA C509.

1409-3.1.4 TEMPORARY NUMBER PLATES (NOT USED)

1409-3.1.4.1 PERMANENT NUMBER PLATES

All AWWA resilient-seated gate valves, except buried or submerged valves, that have been assigned a number on the drawings or in the Resilient-Seated Gate Valve Schedule, shall be provided with a permanent number plate. The location of number plates and the method of fastening shall be acceptable to Engineer. Numerals shall be at least 1 inch high and shall be black baked enamel on anodized aluminum plate.

1409-3.1.5 SUBMITTALS

Complete drawings, details, and specifications covering the valves and their appurtenances shall be submitted in accordance with the Submittals section.

All valves shall be tested in accordance with Section 5 of the governing standard. Certified copies of the results of all tests, together with an affidavit of compliance as indicated in Section 6.3 of the governing standard, shall be submitted to Engineer before the valves are shipped.

1409-3.2 PRODUCTS

1409-3.2.1 MATERIALS

Except as modified or supplemented herein, materials used in the manufacture of resilient-seated gate valves shall conform to the requirements of the governing standard. Gate Valves shall be Mueller RS, CLOW, M & H, American AVK or equal and shall be designed for a working pressure to 150 PSI or better.
All valves shall be new, manufactured in the United States, and flange bolts, nuts, and washers shall be Stainless Steel (SS) Grade 304.

1409-3.2.2 BRONZE COMPONENTS

All bronze valve components in contact with liquid shall contain less than 16 percent zinc. All aluminum bronze components in contact with liquid shall be inhibited against dealuminization in accordance with Section 4.2.2.4.3 of ANSI/AWWA C509.

The gate valve shall open in a counter-clockwise direction and have a non-rising stem composed of a low zinc bronze such as “Everdur 1012,” “Sil-nic,” or Ni-vee” or equal and The valves shall have a 2-inch operating nut in lieu of hand-wheel. All main line gate valves 6” to 12” shall be resilient seat (R.S.) in accordance with Section 30.8 of the Agency’s Standard Plans for Public Works Construction. Valves larger than 12” shall be Butterfly.

1409-3.2.3 GASKETS

Gaskets shall be free of asbestos and corrosive ingredients.

1409-3.2.4 SHOP COATINGS

| | | |
|---|---|---|
| Interior Coating | Thermo Epoxy | Kordell 600, or equal |
| Exterior lining | Fusion Bonded Epoxy | As recommended by manufacturer. |
| Rust-Preventive Compound | | As recommended by manufacturer. |

1409-3.2.5 BOLTS, NUTS, AND WASHERS

All bolts, nuts and washers shall be Stainless Steel.

1409-3.3 VALVE CONSTRUCTION.

1409-3.3.1 VALVE ENDS

Valve ends shall be compatible with connecting piping and shall be as indicated in the Resilient-Seated Gate Valve Schedule. Except as modified or supplemented herein, the ends shall conform to the applicable requirements of the governing standard. All ferrous surfaces of valves and appurtenances shall be protected as required in the section entitled "Protective Coatings." Flange bolts, nuts and washers shall be Stainless Steel (SS) Grade 304.

Flanges shall be finished to true plane surfaces within a tolerance limit of 0.005 inch. The finished face shall be normal to the longitudinal valve axis within a maximum angular variation tolerance of 0.001 inch per inch of flange diameter.

1409-3.3.2 STEM SEALS

Valves shall be the non-rising stem gate (NRS) type. O-ring stem seals shall be provided for all buried gate valves, and for all gate valves with non-rising stems.

1409-3.3.3 ROTATION

The direction of rotation of the handwheel or the wrench nut to open the valve shall be to the left (counterclockwise).

1409-3.3.4 SHOP COATING

All interior and exterior ferrous metal surfaces of valves and accessories shall be shop coated for corrosion protection. Except as specified below, the valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating and is compatible with the specified field coating.

Surfaces shall be coated as follows:

| | |
|---|---|
| Interior surfaces | Thermo Epoxy coated equal to Kordell 600 |
| Exterior surfaces of valves to buried, submerged, or installed in manholes or valve vaults | Fusion Bonded Epoxy |
| Polished or machined surfaces | Rust-preventive compound. |

The protective epoxy coating on the interior surfaces of each valve shall be applied in three coats, with a minimum total dry film thickness of 13 mils. Alternatively, the manufacturer's standard coating may be used and the interior surfaces of each valve shall be subjected to a nondestructive holiday test in accordance with ASTM G62, Method A, and shall be electrically void-free.

Interior coatings shall comply with AWWA C550. The total dry film thickness of shop-applied coatings shall be not less than

| Type of Coating | Minimum Dry Film Thickness |
|---|---|
| Coal Tar Epoxy | 15 mils |
| Epoxy | 10 mils or 13 mils where specified herein. |
| Universal Primer | 3 mils |

1409-3.3.5 RESILIENT WEDGE

Cast iron wedge or disk shall have sealing surface of wedge permanently bonded or with self-locking stainless steel screws with resilient materials. Disc shall have an integrally cast ASTM B-62 bronze stem nut to prevent testing or angling of the stem or loose stem nut on wedge or disc with non-coated disc guides. The disc coating shall be open on one side or open bottom disc so as to form no cavities or receptacles for accumulation of solids and possible binding.

1409-3.3.6 STEMS

Non-rising stems shall have ACME thread only. Stem thrust collars are made an integral part of the stem.

1409-3.4 VALVE ACTUATORS.

1409-3.5 ACCESSORIES

When the drawings or the Resilient-Seated Gate Valve Schedule indicate the need for extension stems, stem guides, position indicators, floor boxes, valve boxes, or operating stands, refer to the Valve and Gate Actuator section.

1409-3.6 EXECUTION

1409-3.6.1 INSTALLATION

Valves will be installed in accordance with Valve Installation section.

1409-3.6.2 INSTALLATION CHECK

experienced, competent, and authorized representative of the manufacturer shall visit the site of the Work and inspect, check, adjust if necessary, and approve the equipment installation. The representative shall be present when the equipment is placed in operation, and shall revisit the jobsite as often as necessary until all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of Engineer.

The manufacturer's representative shall furnish a written report certifying that the equipment has been properly installed and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily.

All costs for these services shall be included in the contract price.

1410 FIRE HYDRANT REMOVAL, INSTALLATION, RELOCATION, AND RECONNECTION

1410-1 SCOPE OF WORK

The Work under this section includes providing all labor, material, tools and equipment necessary for furnishing and installing fire hydrant assemblies, including all components complete and in place as shown on City Standard Plate 300 & 303; for reconnection and/or relocation of existing fire hydrants as directed by the Engineer.

1410-2 CONSTRUCTION

The fire hydrant assembly shall be removed completely including the head, spool, bury, thrust block, and all concrete debris, lateral, and valve. The hydrant head shall be salvaged per Section 1401-13 of these Specifications and Special Provisions.

The fire hydrant installation shall be complete as detailed in Standard Plate 300 and Plate 303 and shall include the tee, valve, lateral, bury thrust block, spool and head, and associated concrete work. The hydrant head size shall be that indicated on the Plans.

Reconnecting and relocating an existing fire hydrant shall include installing a new tee, gate valve, bury, and lateral per Standard Plate 300 or 303. Replace bury if not a mechanical joint. Cost will include removal of existing concrete thrust block interfering with the reconnection.

All trench excavations shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete and including restoration of all concrete facilities associated.
All work shall be performed in accordance with the City Standard Plate 602.

This is a general requirement of the Contract. No separate compensation will be provided to the Contractor for such work.

Install blue reflective pavement markers per City Standard Plate 202.

1410-3 MATERIALS

The fire hydrant to be installed shall have 6-inch barrel and 6-inch lateral from the main. The lateral shall be PVC PC200 per AWWA C-900 as specified in these Special Provisions. The hydrant head shall be ductile iron as specified in City Standard Plate #22.

1410-4 MEASUREMENT AND PAYMENT

Install or remove and replace fire hydrant, complete and in place, shall be paid per Bid Sheets, “Remove And Replace Fire Hydrant” item at the Contract Unit Price per each (EA) hydrant installed, as shown in the bid.

Relocate fire hydrant, complete and in place, shall be paid per Bid Sheets, “Relocate Fire Hydrant” item at the Contract Unit Price per each (EA) hydrant relocated, as shown in the bid.

Payment for each existing fire hydrant assembly removed and each new fire hydrant assembly installed, relocated, or reconnected shall be made at the Contract Unit Price as indicated on the Bid Schedule. Such payment shall be full compensation for furnishing all labor, materials, tools, equipment, blue reflective pavement markers & installations, and incidentals necessary for doing all work involved in the removal, relocation, and installation as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

1411 REMOVE AND REPLACE WATER SERVICE LINE ASSEMBLY

1411-1 SCOPE OF WORK

The Contractor shall furnish all necessary materials, labor, and equipment required to complete the work of remove and replace the water services, remove and replace meter box in-place and/or relocating water meter box to the sidewalk per the Engineer’s direction in accordance with the standard plates and Specifications.

All existing services and meter boxes shall be replaced with an equivalent sized

service. The Work shall include reconnection and relocation of existing water meter assembly; remove and replace meter, two (2) angle meter stops, and tailpiece; remove and replace P.E./Copper pipe services; excavation; backfill; compaction; paving (temporary and permanent); tunneling under existing fence wall and/or concrete pavement; concrete work; and furnish and install all materials needed to complete the water service installation per Modified Plates 304 or 305. The meter box shall be replaced as part of the service reconnection or replacement. The Work shall also include the cost of adjusting the new meter box to fit the existing meter grade and installation of AMR meter provided by the City. Grade adjustments shall be made by using bricks and mortar as needed to deepen the new meter box. Meter boxes in the sidewalk or relocated to the sidewalk will require the contractor to replace the sidewalk to the nearest scoreline or as directed by the Engineer.

All existing services and meter boxes shall be relocated to the sidewalk.

Relocation of water meter box shall include protection and restoration of existing improvements, trench backfill and restoration works of surface cover in-kind to match existing. Protection and restoration of existing improvements shall be performed in accordance with Section 400 of SSPWC.

1411-2 MATERIALS

For services to be replaced or for new installation: 1-inch services shall be polyethylene, 1½-inch to 2-inch shall be copper as detailed in Modified Standard Plates 304 and 305, and Section 32 of the Water Specifications. All service connections to the main will have a service saddle per Modified Standard Plate 304 or 305.

Tailpiece shall be minimum of 2' up to 15' Copper tubing per Section 32.
New water meter/AMR meter shall be provided by the City and shall be installed per manufacturer's specifications.

For 1" water meter box (Non-Traffic):
Oldcastle Fibrelyte FL30 or equal
Body: FL30, Body 13"x24", 12" Depth
Cover: FL30 – AMR, Cover marked "WATER"

For 1" water meter box (H20 Traffic):
ARMORCAST 13"x24" or Equal
Body, A6001946 PCX12 BODY
Lid, A6001969T-H TRAFFIC COVER
Cover marked "WATER"

For 1 ½" - 2" water meter box (Non-Traffic):
Oldcastle Fibrelyte FL36 or equal
Body: FL36, Body 17"x30", 12" Depth
Cover: FL36 – AMR, Cover marked "WATER"

For 1 ½" - 2" water meter box (H20 Traffic):

ARMORCAST 17"x30" or equal
Body, A6001640 PCX12 BODY
Lid, A6001947T-H TRAFFIC COVER
Cover marked "WATER"

For 3" and larger services to be replaced, all materials needed to complete installation shall be per Standard Plate 310.

Contractor shall assume every lot is served by a service connection, it is the sole responsibility of the Contractor to confirm the exact locations of these facilities.

1411-3 MEASUREMENT AND PAYMENT

Payment for this item will be made at the Contract Unit Price bid and shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals for doing all work involved in installing or replacing services, including all trench excavation, backfill, temporary and permanent pavement replacement, restoration works (e.g., curbs, gutters, sidewalks, driveways, cross gutters, fences, walls, signs, utility installations, pavement, structures, etc.), and restoration of landscaping associated as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

**No separate or additional payment will be made for protection of existing improvements and restoration of existing improvements.**

Relocate water meter box, complete and in place, shall be paid per Bid Sheets, "Relocate Water Meter Box" item at the Contract Unit Price per each (EA) meter box relocated, as shown in the bid.

1412 TEMPORARY WATER SERVICES

1412-1 SCOPE OF WORK

The Contractor will provide temporary services up to and including a 2-inch service where the Plans indicate a removal and replacement of water service lateral. The Agency will not provide temporary services.

1412-2 WORK TO BE ACCOMPLISHED

The Contractor shall be responsible to provide temporary services up 2 inches. Arrangements for the temporary services to the affected parties shall be made at least 48 hours in advance. The Contractor shall contact the Water Division office to make arrangements prior to the installation of the temporary water service. The Contractor shall provide a work schedule to the Water Superintendent and notify him one week prior to starting the operations.

Any water line used for temporary service will be chlorinated and disinfected per Section 1415-4 to 1415-5 before being placed on line. If the temporary line must cross a street, the pavement shall be cut and the line shall be placed below the street grade. Cold mix shall be used for temporary surfacing.

1414 4-INCH BLOW-OFF AND AIR-VACUUM ASSEMBLY INSTALLATION

1414-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment and labor to install 4-inch blow-off assembly per City standard plate 307 at locations indicated on the plans.

The precise above ground location shall be determined in the field by the Engineer or the Water Department.

1415 RELOCATION OF WATER LINES AND FIRE HYDRANT LATERALS

1415-1 SCOPE OF WORK

Where indicated on the plans, the Contractor shall provide all materials, equipment and labor to install water pipe offsets to avoid existing or proposed utilities. All crossings to be potholed to ascertain the location prior to fabrication/assembling of materials.

1415-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment and labor to install water pipe offsets to avoid proposed utilities. All conflicting utility crossings must be potholed to ascertain the location prior to fabrication/assembling of materials.

1415-2 MATERIALS

All pipe offsets to be PVC Class 200. Construction of pipe offsets to conform with City Standard Plate 313.

1415-3 WORK TO BE ACCOMPLISHED

The Contractor shall notify by letter, in English and Spanish, all agencies and residents to be affected by the work at least 48 hours in advance of the start of the work.

The Contractor is required to perform actual field investigations before the final relocation work can be started, but is not limited to the following:

1. Excavate, exposure and actual field measurement of the pipe to be relocated. Contractor to submit shop drawings to comply with the Standard Plate.
2. Prepare all materials needed for relocation. Arrange and coordinate with the City of Oxnard Water Division Manager for temporary water service. Contractor to provide a continuous water supply to the affected businesses and residents.
   Test-run the temporary water service lines prior to the relocation. Gate valve closures will be performed by the City water personnel.
3. Prior to the relocation, the Contractor is to make sure that all materials, tools and equipment are at the job site. Contractor is to work around the

clock after dewatering in order to complete the pipe connection at the earliest possible time. Duration of the shut down will be kept to a minimum.

4. Connection to be made at the nearest joint and no leakage is allowed at the joints.

1415-4 PRESSURE AND LEAKAGE TESTING

Per Special Provision Section 1401-9

1415-5 CLEANING AND DISINFECTION

Per Special Provision Section 1401-10

1500 TRAFFIC

1505 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY

1505-1 SCOPE

The Contractor shall provide, for the protection of the public, all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with Section 7-1.03, Section 7-1.04 and Section 12-3 of the SSS and the current requirements set forth in the California MUTCD 2014 (Rev 4), Part 6, “Temporary Traffic Control”.

Contractor shall furnish, install, and maintain a trailer mounted, solar powered portable changeable message sign (CMS) upon which varying electronically generated messages will be displayed to traffic. Refer to SSS and/or MUTCD Guidelines for the use of portable changeable message signs in work zones.

Portable CMS shall be installed in the beginning and the end of each segment of road to be constructed.

Contractor shall also provide traffic control for the safety of survey crew working on this Project.

Additionally, the Contractor shall install temporary railing (type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when any of the following conditions exist:

1. Excavations: any excavation the near edge of which is 12 feet or less from the edge of the lane, except for any of the following:

    a. Excavations covered with steel sheets or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
    b. Excavations less than one foot deep.
    c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
    d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction that are less than one foot deep.

e. Excavations in side slopes, where the slope is flatter than 4:1.
f. Excavations protected by existing barrier or railing.

2. Temporarily unprotected permanent obstacles including but not limited to the following options:

   a Whenever the Work includes the installation of a fixed obstacle together with a protective system, such as a sign structure with a protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or
   b Whenever the Contractor, for its convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

3. Storage Areas:

   Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

   Except for installing, maintaining and removing traffic control devices, whenever Work is performed or equipment is operated in the following Work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Specifications.

| Approach speed of public traffic (Posted Limit Miles Per Hour) | **Work Areas** |
|---|---|
| Over 45 | Within 6 feet of the traffic lane but not on a traffic lane |
| 35 to 45 | Within 3 feet of a traffic lane but not on a traffic lane |

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this Section shall not apply if the Work area is protected by permanent or temporary railing or barrier.

When Work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall not be more than the spacing used for the lane closure.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by

others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the California State Manual of Traffic Controls for Construction and Maintenance Work Zones.

The Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices within the vicinity shall be replaced in kind or better at the Contractor's expense.

1505-2 WORK TO BE ACCOMPLISHED

The Contractor shall maintain the following requirements:

1. Contractor shall submit traffic control plans for approval by the Traffic Engineer two weeks prior to the pre-construction meeting. The traffic control plan must be prepared according to the requirements set forth in the latest California MUTCD, and each sheet signed and sealed (wet-stamped) by a State of California registered Civil or Traffic Engineer.

   City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

2. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

3. All traffic control (signs, lights, flagging, flags, and other warning devices) shall conform to the requirements set forth in the latest California MUTCD 2014 (Rev 4), Part 6.

   A California licensed contractor, possessing a valid Class A (General Engineering Contractor) license may perform traffic control with their own trained and/or certified (Traffic Control for Safer Traffic Work Zones certification) individuals during the construction of Project on City streets and highways. Otherwise, a valid Class C-31 (Construction Zone Traffic Control Contractor) license is required to perform traffic control on Ventura County streets and highways and/or State highways and freeways.

4. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 7:00 AM to 4:00 PM outside the traffic lane. No interference with traffic at all other times.

5. Night Work schedule shall be from 8:00 PM to 6:00 AM and in compliance with Section 2-208 Night Work of Caltrans Construction Manual.

   Contractor shall submit to the Project Manager a written request to perform night work. No night work shall be performed by the Contractor without the written permission approved by the Project Manager.

6. No lane closure beyond the Work areas.

7. The Contractor shall provide steel covers when backfill operations of an excavation in the travelled way, whether transverse or longitudinal, cannot be properly completed within a Working Day. The steel plate shall be recessed by milling into the existing asphalt to set flush with the surface of the existing asphalt and must extend a minimum of 12 inches beyond the edges of the trench. Milling depth shall match thickness of the plate. Full depth cutting of the asphalt pavement section outside of trench is not permitted. The steel plate shall be anchored properly and the gap between the edge of the plate and the adjacent existing asphalt pavement must be filled with temporary asphalt.

   Steel plate covers shall conform to Table 5-7.8.2 of SSPWC.

The Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Contractor's expense.

## 1505-3 PERMITS

Contractor shall notify and coordinate Work with other agencies i.e., Caltrans, Railroads, Ventura County and other adjacent Cities, in advance of the start of any work that will require the temporary closure of access and/or encroachment to their Right of Way.

The Contractor will be required to obtain all necessary permits to perform work within the State's right-of-way/Railroad right-of-way and shall bear all cost for fees and no additional cost to the City.

The Contractor is also responsible for reading and understanding all permit conditions and shall comply with all the requirements set forth in the approved permit including implementation of traffic control plans, installation of construction area signage, working hours, assigning flaggers, etc. and shall bear all cost for fees and no additional cost to the City.

## 1505-4 MEASUREMENT AND PAYMENT

Payment for traffic control, which includes portable changeable message sign, construction signing, and traffic maintenance, shall be made at the lump sum (LS) price per a "Task Order" issued by the Project Manager.

The Contractor shall be paid three percent (3%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for traffic control and public convenience and safety. All traffic control cost beyond the allocated percentages shown above shall be considered included in the items in which traffic control is used.

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

## 1515 PAVEMENT DELINEATION

### 1515-1 SCOPE

The Work under this Section shall consist of furnishing and installing traffic striping, pavement markings, and raised pavement markers in accordance with the SSS, the SSP, and these Special Provisions.

### 1515-2 MATERIALS

General: Traffic stripes and pavement markings must be retroreflective.

Thermoplastic: Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Paint: The paint for traffic stripes and pavement markings must comply with the specifications shown below:

Paint Specifications:

| Paint Type | Color | Specification |
|---|---|---|
| Waterborne Traffic line | White, yellow, and black | State Spec PTWB-01R2 |
| Acetone-based | White, yellow, and black | State Spec PT-150VOC (A) |
| Waterborne traffic line for the international symbol of accessibility and other curb markings | Blue, red, and green | Federal Specification TT-P-1952E |
| 2 Coat (All paint type) | | |
| Glass Spheres (Beads) Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint | | State Spec 8010-004 |

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

Glass beads applied to paint must comply with State Specification 8010-004.
The glass beads must have an adhesion-promoting and water-repellant coating complying with the paint manufacturer's instructions.

### 1515-3 WORK TO BE ACCOMPLISHED

Install traffic stripes and pavement markings and removal of traffic striping and curb and pavement marking, per the detail and at the locations shown on the

plan and in accordance with the current edition of SSP and Section 314 of SSPWC.

Apply uniformly distributed glass beads on traffic stripes and pavement markings. The glass beads must be embedded in the coat of paint or thermoplastic to a depth of ½ their diameters.

All Work necessary to establish satisfactory lines for stripes and all layout Work required for pavement markings (surface cleaning, applying primer coat) shall be performed by the Contractor at its expense.

Prior to removal of existing pavement striping, Contractor shall inventory all traffic striping and pavement markers. One (1) copy of the inventory shall be provided to the Inspector a minimum of 48 hours prior to construction. Contractor shall install new striping and pavement parkers in the same manner if requested by the Engineer.

Removal, handling, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking shall be performed in accordance with Section 14-11.12 of SSS. Delete 3rd paragraph of Section 14-11.12.

Removal of all other thermoplastic and painted stripe and pavement marking shall be accomplished using the grinding method. Grinding shall be smooth so as to not cut deep grooves in existing pavement and shall remove at least 98% of existing paint and/or thermoplastic markings. A coat of asphalt slurry shall be applied to ground pavement that is six months old or newer.

**Removal of traffic stripes and pavement markings on Caltrans right of way shall be accomplished using wet sand blasting or Caltrans approved method.**

For existing pavement markers and delineators that are to be removed, the Contractor shall remove all hardware and posts in such a manner as to leave the existing pavement undamaged.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment.

Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which they are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with an accuracy equivalent to, or better than, that obtainable through use of cat tracking or dribble lines, as determined by the Engineer.

**All cat tracking for all striping (lane lines, limit lines, crosswalks, and pavement markings) shall be reviewed and approved by the Traffic Engineer prior to install the final striping.**

**The Contractor shall provide temporary reflective tabs (pavement markers) to identify all striping per the Plans during slurry, ARAM, and wear surface applications. This temporary striping shall be used as a guide for the next construction or paving operation.**

**Colored Pavement for Bicycle Lanes**: Green colored pavement is approved for use in bicycle lanes in accordance with **MUTCD Interim Approval 14 (IA-14)**, only to enhance the conspicuity of where bicyclists are required to operate, and areas of the bicycle lane where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

The pattern of the green colored pavement may be in a manner matching the pattern of Caltrans Detail 39A; filling in only the areas directly between a pair of dotted line segments.

1515-3.1 PROTECTION

Newly painted traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

It is recommended that a new asphalt roadway not be striped until all construction is complete and the roadway has at least 7 Calendar Days of traffic flow. This allows any oils, roller aids, or other “liquid” surface coatings to be tracked off the road surface. Having the roadway free of these debris items will allow for a better bond and a longer lasting line.

1515-4 MEASUREMENT AND PAYMENT

Payment for performing the Work under this Section shall be made on a unit price basis as indicated in the Bid Sheets.

Such a price for traffic striping, curb and pavement markings, and pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in connection with the Plans as specified in the SSS and these Special Provisions, and as directed by the Engineer.

Removal and disposal of yellow stripes and pavement marking with or without hazardous waste residue will be considered as included in the payment for traffic striping and marking, and no additional payment will be made therefor.

1520 TRAFFIC SIGNALS

## 1520-1 SCOPE

The Work under this Section shall consist of furnishing and installing traffic signals and all components from foundations to poles, battery back-up systems, interconnect circuits, safety lighting, conduits, traffic pull boxes, inductive loops, emergency vehicle detection, and rectangular rapid flashing beacon as indicated on the plans. All work shall conform to the current provisions in effect of the SSS and SSP and these Special Provisions. All work shall also conform to the provisions of TEES, TSCES, issued by the ITE, publication: ST-017B. Where the SSS and SSP refer to [the ITE publication: ST-008B], it shall read [the Institute of Traffic Engineers (ITE) publication: ST-017B] in lieu of publication: ST-008B.

Furnishing and installing traffic signals and highway lighting shall conform to the provisions in Sections 86 and 87, “Electrical Systems” of the SSS and SSP .

## 1520-2 WORK TO BE ACCOMPLISHED

Reinstall inductive traffic loop detectors as shown on the Plans as specified in these Special Provisions, and in conformance to TEES, TSCES, the SSS Section 86, the State Standard plans, and ITE publication ST-017B.

The locations of traffic loop detectors shown on the Plans are approximate and the engineer in the field or its representative will establish the exact locations.

## 1520-3 CONDUITS – TRAFFIC SIGNAL

Conduit and conduit installation shall be in accordance with Section 86-1.02B “Conduit and Accessories” and Section 87-1.03B “Conduit Installation” of the SSS. Type 1 conduit shall be used for all conduit runs except where noted on the plans. Insulated bonding bushings shall be required on all metal conduits.

Non-metallic type conduit shall not be used for signal installation, except for detector loop "stub out" conduits.

Where conduits terminate inside a pull box the top of the conduit with ground bushing installed shall be a minimum of (5”) and a maximum of (7”) below the top of the pull box.

Conduit for all loop “stub outs” shall be 2-inch schedule 40 PVC. The end of the loop conduit in the roadway shall be 5” below the surface of the roadway. When a loop “stub out” is to be placed where no gutter and/or curb exists, the end of the conduit shall extend into the roadway a minimum of 8” from the edge of the pavement.

After conductors have been installed, the ends of conduits terminating in pull boxes, service enclosures, controller cabinets, and under roadway surfaces shall be sealed with an approved type of sealing compound.

Rigid metal conduit, to be used as a drilling or jacking rod, shall be fitted with suitable drill bit for the size of the hole required.

At locations where conduit is to be installed under pavement, and in the event that obstructions are encountered, upon approval of the Engineer, small holes may be cut in the pavement to locate and/or remove obstructions. Jacking or drilling pits shall be kept at a minimum of 2 feet clear of the edge of any type of pavement wherever possible.

Installation by the "Trenching in Pavement Method" shall not be allowed under normal circumstances.

1520-4 TO 1520-7 NOT USED

1520-8 CONDUCTORS AND CABLES

Conductor and cables shall conform the provisions in Section 86-1.02F "Conductors and Cables and Section 87-1.03F "Conductors and Cable Installations".

Insulation for the conductors shall be type THW polyvinyl chloride.

Interconnect Cable (SIC) shall be Single Mode Fiber Optics (SMFO). The number and size shall be noted on the intersection drawing conductor schedule.

Jumping of signal commons from pedestrian signal mounting assembly terminal blocks to vehicle signal mounting assembly terminal blocks shall not be allowed.

The solid copper conductors terminating inside the controller cabinet shall have a #10 non-insulated fork lug, of the appropriate gauge size for the conductor, crimped and soldered to the conductor. Fork lugs for DLC and interconnect conductors shall be a #10 non-insulated fork lug gauge size "18-22" crimped and soldered to the conductor.

For existing traffic signals to be modified, and where existing conduits are to be reused at the direction of the Engineer:

Individual conductors shall be installed throughout the entire intersection. Use of multi-conductor cables shall not be allowed, except when used for temporary overhead wiring of signals.

A separate #12 AWG common from pedestrian signal mounting assembly terminal block and a separate #12 AWG common from vehicle signal mounting assembly terminal block shall be spliced to the #10 AWG signal common in the nearest adjacent pull box.

<u>Banding of Conductors</u>

For new traffic signals with multi-conductor cables, banding shall not be required. For all others:

Vehicle signal conductors shall have one band of PVC tape placed around the grouped red, yellow, brown, and #12 AWG common for each separate phase, in the nearest adjacent pull box with a conduit for the signal standard with a vehicle

signal head(s) for that phase(s), and in the terminal compartment for each phase. Right turn and left turn overlap conductors shall have one band of PVC tape placed around the grouped yellow and brown conductors for each separate phase, in the nearest adjacent pull box with a conduit for the signal standard with the vehicle signal face(s) for that phase(s) and in the terminal compartment for each phase. In the event there are two or more phases and associated signal heads on a single standard, the #12 AWG common conductor for those signal heads shall only be banded to any one group of three signal conductors for any one phase in the pull box.

Vehicle signal heads located on mast arms shall be identified by placing bands of PVC tape around the grouped red, yellow, green, and common for each signal head. The signal head closest to the standard to which the mast arm is attached shall be identified with one band. The second closest signal head to the standard shall be identified with two bands, the third closest with three bands and so on.

Pedestrian signal conductors shall have one band of PVC tape placed around the grouped red, brown, and #12 AWG common for each separate phase in the nearest adjacent pull box with a conduit for the signal standard with a pedestrian signal head(s) for that phase(s) and in the terminal compartment for each phase. In the event there are two or more pedestrian phases and associated pedestrian signal heads on a single standard, the #12 AWG common conductor for those pedestrian signal heads shall only be banded to any one group of two pedestrian signal conductors for any one phase in the pull box.

Luminaire conductors shall have one band of PVC tape placed around the grouped #10 AWG black and white conductors in all pull boxes. In the nearest adjacent pull box with a conduit for the signal standard for which a luminaire has been installed on that standard the grouped #10 AWG black and white conductors shall have one band of PVC tape placed around each group of conductors being spliced together.

Signal commons shall be identified with one band of PVC tape in all pull boxes. In the nearest adjacent pull box with a conduit for the signal standard for which signal common conductors have been spliced, one band of PVC tape shall be placed around each # 10 AWG and # 12 AWG signal common conductor being spliced together.

Pedestrian push button conductors shall not require any bands in any pull box.

Inside the controller cabinet all conductors shall be banded in separate groups of three for vehicle signals, two for pedestrian and overlap signals, and each pedestrian push button conductor shall be banded separately. Each group shall have the same number of bands corresponding to the associated phase, i.e., phase two shall have two bands; phase four shall have four bands, signal commons shall have one band, etc. The band for phase five shall be one band of PVC tape 2 inches or more in length.

Phases 6,7,and 8 shall have one long band for the number 5, plus1 band for phase 6, plus 2 bands for phase 7, and plus 3 bands for phase 8.

Overlap conductors shall have the same number of bands around each pair of conductors as the phase that it is associated with.

All PVC tape for banding of conductors, except detector lead-in cables and loop conductors, in all pull boxes, terminal block compartments, service enclosure, and the controller cabinet shall be black Scotch Super 33+ professional grade vinyl electrical tape. Substitutions of any other type of PVC tape shall not be used for banding.

Black tape shall not be used for identifying detector lead-in cables and/or loop conductors. Detector lead-in cables and loop conductors shall be banded in the pull box where spliced onto loops using colored tape only.

A Detector Lead-in Cable shall have the same color and number of bands on each end of the cable.

The colors for Detector Lead-in Cables shall be as follows:

1. North leg of the intersection shall be RED bands.
2. South leg of the intersection shall be WHITE bands.
3. East leg of the intersection shall be BLUE bands.
4. West leg of the intersection shall be ORANGE bands.

Loop Circuit Pairs shall be identified in each lane starting with the circuit pair (loop) closest to the stop bar or cross walk line by wrapping one band around the pair of conductors. The second circuit pair in the same lane shall have two bands wrapped around the pair of conductors. The third circuit pair in the same lane shall have three bands wrapped around the pair of conductors, and so on.

The color of the bands for the loop circuit pairs shall be as follows:

1. The first lane closest to the pull box in which the loops are spliced shall be identified with RED bands around the loop circuit pairs.
2. The second lane closest to the pull box in which the loops are spliced shall be identified with WHITE bands around the loop circuit pairs.
3. The third lane closest to the pull box in which the loops are spliced shall be identified with BLUE bands around the loop circuit pairs.
4. The fourth lane closest to the pull box in which the loops are spliced shall be identified with ORANGE bands around the loop circuit pairs.
5. Fifth, sixth, and seventh shall be green, yellow, and purple, respectively.

## 1520-9 SPLICING

Splicing shall conform to the provisions of Section 86-1.02H “Splicing Materials” and Section 87-1.03H “Conductor and Cable Splices”.

All splices shall be soldered.

Conductors No. 8 AWG or larger, shall be spliced by the use of compression connectors and soldered.

All splices shall be insulated with 3 complete wraps of self-fusing, oil and flame-resistant, rubber-splicing tape, 3 complete wraps of Scotch Super 33+ professional grade vinyl electrical tape or equal, and completely coated with 3M Scotchkote, or equal, electrical coating extending a minimum of 1 inch past tape. All wraps of tape shall extend a minimum of 1 inch past conductor insulation.

All splices shall be capable of satisfactory operation when subjected to continuous submersion under water.

Splicing will be permitted in the nearest adjacent pull box of a signal standard in lieu of looping conductors up and then down the signal standard.

Looping conductors up and then down a signal standard shall not be allowed.

1520-10 TO 1520-16 NOT USED

1520-17 INDUCTIVE LOOPS

Six-foot diameter Type E circular loops and Type D bicycle/motorcycle loops shall be installed per the plans. The sides of the slot shall be vertical. The depth of the loop slot shall be 2.5 inches. The slot for the “home runs” shall be 3/8 of an inch wide and shall be at the same depth (2.5 inches) when entering the loop. The “home run” slot when entering the loop shall be such that both sides of the slot shall be at an angle greater than 90 degrees in relation to the outside portion of the loop. The depth of the “home run” slot when entering the loop stub out conduit area shall be a minimum of (3.5 inches). The bottom of the saw cut slot shall be smooth, with no sharp edges, and at a consistent depth throughout the saw cut. The last 5 feet of the home run slot shall, incrementally and consistently, increase in depth from (2.5 inches) to a minimum of (3.5 inches) at the loop stub out conduit.
Conduit for all loop “stub outs” shall be 2-inch schedule 40 PVC. The end of the loop “stub out” conduit in the roadway shall be 5” below the surface of the roadway.

After all loop wires have been installed, the stub out shall be sealed with an approved type of sealing compound. The stub out hole shall be filled with a layer of fine sand to 3” below the road surface, and the remaining portion of the hole shall be filled with cold-patch asphalt, which when compacted shall be flush with the surrounding pavement surface.

All saw cut slots shall be filled with hot-melt sealant.

Twisting of the loop conductors shall not be required.

Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Loops shall be centered in the lanes and shall be spaced 9 feet apart, (15 feet center of loop to center of loop). The (#1) loop in each lane shall be located

directly behind the stop bar or crosswalk line. The saw cut slot of the loop shall not enter into any portion of the stop bar or crosswalk line.

Loop wire for circular loops shall be Type 2. The ends of the Type 2 loop conductors shall be insulated so as to prevent moisture from entering the plastic tubing.

Loop detector lead-in cable shall be Type B and be insulated so as to prevent moisture from entering the conductor jacket.

If any existing loop conductor, including the portion leading to the detector handhold or termination pull box, is damaged by the contractor's operations, the contractor shall immediately notify the Engineer. The damage shall be repaired at the contractor's expense and as directed by the Engineer within 24 hours. If the contractor fails to complete the repairs within this period, city forces at the contractor's expense will make the repairs.

1520-18 TO 1520-22 NOT USED

1520-23 MEASUREMENT AND PAYMENT

Payment for the various types of traffic signal Work shall be paid for on a unit price basis as enumerated in the Bid Sheets. The bid lump sum or unit cost price shall include the cost of all labor, equipment and materials necessary to complete the Work in place.

Installation of traffic loop detector type D, complete and in place, shall be paid per Bid Sheets, "Install Traffic Loop Type D" item at the Contract Unit Price per each (EA) traffic loop installed, as shown in the bid.

Installation of traffic loop detector type E, complete and in place, shall be paid per Bid Sheets, "Install Traffic Loop Type E" item at the Contract Unit Price per each (EA) traffic loop installed, as shown in the bid.

Installation of traffic signal conduit, complete and in place, shall be paid per Bid Sheets, "Install Traffic Signal Conduit" item at the Contract Unit Price per linear foot (LF) of conduit installed, as shown in the bid.

1525 PULL BOXES – RELOCATION AND INSTALLATION

1525-1 SCOPE

The Work shall consist of removing an existing pull box and/or installing a new pull box at the location as shown on the Plans and in accordance with these Specifications and Special Provisions.

## 1525-2 MATERIALS

Pull boxes shall conform to SSS Section 86-1.02C

Conduit shall conform to SSS Section 86-1.02B

Conductors and cables shall conform to SSS Section 86-1.02F

Splicing materials shall conform to SSS Section 86-1.02H

## 1525-3 CONSTRUCTION

Relocation and/or installation of pull boxes shall be in accordance with the provisions in SSS Section 87-1.03C, Standard Plans ES-8A and ES-8B, and herein these Special Provisions.

Restore the area of the box removal and relocation to the condition of the adjacent area.

Under no circumstances is any pull box to be reused or modified for reuse.

## 1525-4 MEASUREMENT AND PAYMENT

Payment for the pull box relocation and/or installation, shall be paid per Bid Sheets, “Relocate/Install Traffic Pull Box” item at the Contract Unit Price per each (EA) pull box relocated complete –in-place, as shown in the bid.

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

# 1530 TRAFFIC SIGNS AND OBJECT MARKERS

## 1530-1 SCOPE

The Work shall consist of removing, installing, resetting, and relocating of various signs as shown on the Plans and in accordance with these Specifications and Special Provisions.

## 1530-2 MATERIALS

New installed street name signs, overhead & advance street name signs, wayfinding signs, and posts installations shall conform to the City of Oxnard Standard Plans Plate 203 - 206.

New installed traffic control signs, and object markers shall conform to the MUTCD current edition.

Signs shall be supplied or manufactured by:

Zumar, 9719 Santa Fe Springs Rd, Santa Fe Springs, CA 90670

Or equal.

## 1530-3 GENERAL

The signs to be removed & replaced or relocated are indicated on the Plans. Each sign and post shall be completely removed. The resulting hole shall be backfilled with native soil. If the sign is in sidewalk, the sidewalk shall be patched with concrete.

Installing signs shall consist of: providing the designated sign and pole; provide all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Resetting and/or relocating existing signs/posts shall consists of: providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Re-installing sign panels shall consists of providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps.

Removed and/or salvaged signs shall be brought to the City Yard at 1060 Pacific Ave., Building #4.

## 1530-4 MEASUREMENT AND PAYMENT

Remove, salvage, relocate, reset, or install/re-install signs and posts are measured as a unit. Each individual installation is a unit regardless of the number of posts or sign panels involved.

The Work shall be paid for on a unit price basis for each sign removal, relocation, reset, or installation as enumerated in the Bid Sheets. The unit price shall include all costs associated with the Work.

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

Payment for installation of sign and post (salvaged or new) shall be paid per each (EA) sign and post installed, complete and in place. The unit cost shall include all costs associated with the Work including but not limited to: providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Payment for installation of ADA sign panel assembly and post shall be paid per each (EA) new sign panel assembly per Caltrans Standard Plan A90A installed, complete and in place. The unit cost shall include all costs associated with the Work including but not limited to providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

## 1600 LANDSCAPING AND IRRIGATION

### 1601-1 SCOPE OF WORK

The Work shall consists of installation of landscaping and irrigation as shown on the Plans and in conformance with Section 800 and Section 801 of the SSPWC.

All existing lawn and landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and/or replanted in kind, except as otherwise designated on the plans. Existing irrigation systems within the limits of the median rehabilitation area shall be removed and disposed of. Existing irrigation systems which are to remain shall be repaired and restored to operating condition to the satisfaction of the Engineer.

These specifications are intended to include everything obviously requisite and necessary for the proper installation and completion of the work, whether or not each necessary item is mentioned herein.

### 1601-2 MEASUREMENT AND PAYMENT

1. Payment for Landscape – Top Soil shall be made on a Contract Unit Price per cubic yard (CY) basis as enumerated in the bid schedule and shall include:

   (a) Top soil material
   (b) Top soil placement and grading.
   (c) Furnishing and installing fertilizers and conditioners, tilling, fine grading, and other work required to prepare soils for planting.

2. Payment for Landscape - Planting shall be made on a Contract Unit Price per each (EA) or lump sum (LS) basis as enumerated in the bid schedule and shall include:

   (a) Trees and Shrubs, and shall include all costs for furnishing and installing trees and shrubs, including staking and tying trees.

   (b) Mulch, shall be full compensation for furnishing and installing mulch on a Contract unit price as indicated in the Bid Sheets.

3. Payment for Landscape - Irrigation System Installation shall be made on a Contract Unit Price per square yard (SQYD) basis as enumerated in the bid schedule and shall include:

   (a) Connection to Water Service, at each point shown on the drawings.

   (b) Install Irrigation main line/ or relocation.

   (c) Install Irrigation lateral line/ or relocation.

   (d) Type A Sleeve (Trenched Non-Roadway Pipe Sleeving) in place for each size specified and shall include all costs of trenching, backfilling, and compacting.

   (e) Type B Sleeve (Trenched Roadway Pipe Sleeving) including all costs of sawcutting, trenching, waste disposal, backfilling, compacting, resurfacing, and traffic control.

   (f) Type C Sleeve (Bored Pipe Sleeving) and shall include all costs of boring, bore-pit excavation, and annular space backfilling.

   (g) Trenched control wire conduit, and shall include all costs for furnishing and installing control wire conduit by trenching.

   (h) Bored control wire conduit, and shall include all costs for furnishing and installing control wire conduit by boring.

   (i) Shutoff Valve assembly and/or relocation, and shall be for a complete operating assembly including valve box.

   (j) Remote Control Valve assembly and/or relocation, and shall be for a complete operating assembly, including valve box and cover and furnishing and installing control wires to controller.

   (k) Automatic Irrigation Controller assembly for each controller location as shown on the Plans, and shall include all costs for furnishing and installing, or relocating a complete operating system, including conduit, supplemental irrigation control systems, and enclosure as required.

   (l) Control wire.

   (m) Quick Coupling Valve assembly and/or relocation.

   (n) Backflow Prevention Device assembly, and shall include all costs for furnishing and installing a complete operating assembly, including filter, and backflow mounted pressure regulator (if required).

(o) Irrigation Heads assembled or relocated for a complete operating assembly, including servicing lateral piping.

All costs for testing, record drawings, and other miscellaneous costs shall be distributed among the various items, and no additional payment will be made.

## 1602 STAMPED CONCRETE

### 1602-1 GENERAL

Colored stamped concrete shall conform to 303-7 of the SSPWC. Color and pattern shall be per City Standard Plate 128, and shall be applied by Method A or B of Subsection 303-7.1 of the SSPWC.

### 1602-2 MATERIALS

Concrete for Stamped Concrete shall be Class 565-C-3250P (335-C-23P)
Chemical admixtures shall conform to Section 202-1.2.4 of SSPWC

### 1602-3 CONSTRUCTION

Placing of concrete shall conform to Sections 302-6 and 303-5 of the SSPWC.

While the concrete is still plastic, the forming tools shall be applied to make the patterned surface. After curing a minimum of seven Calendar Days, Contractor shall pressure clean the concrete to remove residual dust and excess release agent. After concrete is cleaned, it shall be sealed with clear sealant.
Only the concrete work so indicated on the plans will receive color treatment. If any concrete work not indicated for color treatment, any curb and gutter, or any existing concrete which is to remain in place should receive any color treatment, it shall be removed and replaced by the Contractor at the Contractor's expense.

Colored stamped concrete shall be 6"-12" river rock pattern and 4" thick minimum. Stamped pattern shall be as indicated on the City Standard Plate 128.

Control joints shall be 15mm (1/2 inch) deep, 7mm (1/4 inch) wide, tooled score joints placed at 3 meter (10 feet) maximum intervals. Control joints shall be placed so as to not disrupt the pattern.

Stamped concrete shall be placed, formed, and cured in conformance with the printed instructions, specifications, and technical bulletins issued by the manufacturer of the color hardener and color wax curing system.

The applicator shall be an experienced stamped concrete specialist. The stamped concrete specialist and supervisor of proven ability (who can provide at least three examples of high-quality installation) shall be listed in the bid form.

Prior to the start of stamped concrete work, Contractor shall submit the following to the Engineer for approval:

(a) A copy of the manufacturer's printed instructions, bulletins, and specifications.

(b) A 2ft x 2ft (0.6m x 0.6m) square sample of the stamped, finished concrete for the Engineer's approval prior to the start of stamped concrete work.

The finished concrete sample shall reflect the personnel, procedures, and materials to be used, and shall match the color, pattern, and finish of the stamped concrete installed by the Contractor.

The stamped concrete shall be installed in the locations shown on the plans, and shall be subject to approval by the Engineer. Work not conforming to color(s), pattern, texture, appearance, or otherwise not complying with the specifications shall be removed and replaced at no additional cost to the City.

1602-4 PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in placing stamped and colored concrete in medians shall be considered as included in the Contract Unit Price per square foot (SQFT) for STAMPED COLORED CONCRETE.

1700 NOT USED

1800 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1800-1 SCOPE

The Contractor shall provide a Storm Water Pollution Prevention Plan (SWPPP) for construction activities that disturb one acre or more, that describes in specific detail the Contractor's program to prevent contamination of the storm water collection system. For construction activities that disturb less than one acre, Contractor shall prepare and submit the County of Ventura Storm Quality Management Program (SW-1) form. The program shall address both common construction activities and extraordinary events.

The SWPPP shall comply with the State Water Board Construction General Permit. A sample may be reviewed at the Oxnard Wastewater Treatment Plant. The SWPPP shall address prevention of particulate matter from entering the storm water system whether from routing operations or due to spills. The SWPPP must address practices for reducing the introduction of particulates or pollutants on the jobsite (prevention) and the containment, collection and disposal of particulates or pollutants that occur on the jobsite.

The Contractor is responsible for all aspects of the SWPPP/SW-1. The Inspector or Engineer will issue a stop notice for any failure to meet or maintain the Project site within the approved SWPPP.

1800-2 CONSTRUCTION

The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the SWPPP/SW-1 at all times

from Project initiation through completion, including any punch list or warranty Work on the Project.

A. The Contractor shall submit 3 copies of the SWPPP a minimum of 10 Working Days prior to beginning construction. **Construction shall not begin until the SWPPP/SW-1 is approved by the Engineer.**

B. Protection of Existing Storm Water System:

The Contractor shall protect the existing storm water system for entrance of particulates and pollutants. Such protection shall include implementing the BMPs as outlined in the SWPPP.

In addition to the BMPs outlined in the Ventura County Stormwater Quality Management Plan, the protection system shall have a minimum of three features:

1. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
2. A prefilter for the particulate filter, and
3. On-hand materials to close off the inlet or opening in the case of a significant pollution spill.

C. Materials Storage Areas:

All storage areas where liquid construction materials such as asphalt emulsions, paving oils, and seal coat materials are held shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site.

D. System Inspection and Maintenance:

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where any runoff occurs, Contractor must check the system twice a day, seven days a week, whether or not any Work has been performed. The daily checks shall be between 6 to 9 AM and 4 to 8 PM.

**The Contractor shall provide a monitoring log of each inspection.**

E. Non-Storm Spills or Pollution:

The SWPPP shall address practices for cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The SWPPP shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of

the materials to an approved disposal site. The SWPPP shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the Project upon acceptance by the Project Manager, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the SWPPP.

1800-3 MEASUREMENT AND PAYMENT

The Contractor shall be paid one half percent (0.5%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for the Work of preparing, implementing, inspecting, maintaining and removing the SWPPP on a lump sum (LS) basis per a "Task Order" issued by the Project Manager. All storm water pollution prevention plan cost beyond the allocated percentage shown above shall be considered included in the items in which SWPPP is used.

In addition, failure to perform and document the required daily inspections shall result in a penalty of $250 per Calendar Day. The imposition of the penalty shall not relieve the Contractor of any obligations of these Project requirements.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1900 MISCELLANEOUS

1901 DEWATERING

1901-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to install a dewatering system to maintain the groundwater level, if groundwater is found, below the level of the trench bottom for the installation of the storm drain lines, sewer lines, water/recycled water lines, connector pipes junction structures, and construction of necessary manholes. All such work shall conform to the applicable Standard Provisions, these Special Provisions and to the Conditions for SWPPP (Storm Water Pollution Prevention Plan) permits related to discharging ground water into the storm drain system.

1901-2 WORK TO BE ACCOMPLISHED

The Contractor is referred to Section 3-12.6.4 "Dewatering", of the SSPWC and these Special Provisions.

Where ground water is encountered, all trenches and excavations shall be dewatered to maintain a water level four (4) feet below the level of the trench bottom.

Removal of groundwater to a level of 4 feet below the level of the trench bottom shall be accomplished prior to trench or structural excavation. All bedding and construction materials shall be placed on a sub grade that is compacted to a minimum of 95% maximum density ASTM D- 1557, and completely free from water. Such ground water dewatering shall be maintained below the pipe and structure sub grade until the backfill and compaction of the pipe trenches and structure excavations have been completed.

Dewatering shall continue uninterrupted during all construction, curing and backfill operations. Water derived from dewatering shall not be discharged so that it crosses the traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses or pipes shall cross traffic lanes only in the manner approved by the Inspector. All ground or surface water encountered shall be disposed of in a manner that shall not damage private and public property and in accordance with the requirements of the Regional Water Quality Control Board as set forth in the NPDES Permit and the SWPPP.

Fifteen days before starting any excavation work, the Contractor shall submit a working drawing and related supporting information per SSPWC 2-5.3 detailing its proposed plan and methodology of dewatering and treatment and disposal of accumulated water.

The Contractor shall secure all necessary permission from other agencies or property owners to discharge water to their facilities or properties. The Contractor shall obtain an NPDES permit, if required, to discharge the groundwater into the storm drain system and/or Groundwater Remediation/Dewatering Discharge permit, if required, to discharge the water into the wastewater system.

1901-3 PAYMENT

Dewatering, complete and in place, including furnishing all labor, materials, tools, equipment, permit and fees, and incidentals, including well points, installation of pumps, temporary power for pumps, fittings and hoses needed for discharge in a safe manner and removal once no longer needed, will be considered as included in the contract unit price for the bid items which require dewatering and no additional payment will be made thereof, as specified in these Specifications and Special provisions and as directed by the Engineer.

1902 TRENCH SAFETY

1902-1 SCOPE OF WORK.

This section shall include the designing, furnishing, installing, maintaining and removing or abandoning of temporary Excavation Safety systems for protecting workers in excavations.

The Contractor shall comply with California Labor Code 6705 and 6707, Section 5-7 - “Safety” and Section 306 – “Open Trench Conduit Construction” of the SSPWC and these Specifications and Special Provisions.

1902-2 WORK TO BE ACCOMPLISHED.

At all times, the trenches of any depth shall be maintained in safe conditions for the workers, Agency employees, outside Inspectors and the general public, by whatever means required by current City codes for safety and/or as directed by the Engineer.

For an excavation 5 feet or more in depth, submit shop drawings for a protective system. The drawings must show the design and details for providing worker protection from caving ground during excavation signed by a registered civil engineer in California.

The Contractor shall provide adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders, as required by Labor Code Section 6707.

The Contractor shall remain solely and completely responsible for all Excavation Safety Systems and for the associated means, methods, procedures, and materials.

1902-3 MEASUREMENT AND PAYMENT

Installation of all excavation safety system, “Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders”, complete and in place, shall be considered as included in the contract unit price for the bid items which requires trench safety and no additional payment will be made thereof, as specified in these Specifications and Special provisions and as directed by the Engineer.

1903 NOT USED

1904 UNCLASSIFIED FILL

1904-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to install unclassified fill at the locations and areas shown on the Plans. Construction of unclassified fill shall include preparing the area on which unclassified fill is to be installed, and the depositing and compacting of fill material.

1904-2 MATERIALS

Unclassified fill shall be fill generated from unclassified excavation on the Work site and that is determined by the Engineer to be suitable for deposition in non-structural fill zones.

Imported borrow material shall be from sources authorized by the Engineer.

1904-3 CONSTRUCTION

The Contractor is referred to Section 300-4 Unclassified Fill and Section 300-5 Borrow Excavation of the SSPWC and these Specifications and Special Provisions for the preparation of placement areas, installation and compaction of fill.

Unclassified fill or imported borrow material shall be placed in designated areas per the direction of the Engineer of minimum six (6) inches of compacted thickness.

1904-4 MEASUREMENT AND PAYMENT

Unclassified fill, complete and in place, shall be paid per Bid Sheets, “Unclassified Fill” item at the Contract Unit Price per cubic yard (CY), as shown in the bid.

The above contract price and payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, including preparation of placement areas, unclassified fill material, placement, water, compaction, and grading to the lines, grades, and cross sections shown on the plans

Measurement of Unclassified Fill shall be based on in-place volumes installed.

Imported borrow, complete and in place, shall be paid per cubic yard (CY), as shown in the bid. The payment shall include full compensation for furnishing all labor, tools, equipment, materials, and incidentals including hauling and delivery, placement, water, compaction, and grading.

1905 SURFACE APPLIED TACTILE/DETECTABLE WARNING SURFACE TILES

1905-1 SCOPE OF WORK. This Section includes Specifications for furnishing and installing Surface Applied Tactile/Detectable Warning Surface Tiles in an inline truncated dome pattern on all curb ramps and walking surfaces at the locations and to the dimensions shown on the Drawings, in accordance with the latest ADA Standards for Accessible design and these Special Provisions as directed by the Engineer.

1905-2 MATERIALS

Surface Applied Tactile shall be in accordance with ADA guidelines and Caltrans detectable warning surface of Standard Plan A88A.

Detectable Warning Surface shall be fabricated by the following manufacturers or equal:

1. Armor-Tile tactile systems product or equal.

Panels shall be homogenous glass and carbon reinforced composite or an epoxy polymer composition which is color and UV stable. Color shall be Federal Safety Yellow (FS 33538) and homogenous throughout the panel thickness.

Nominal panel size per curb ramp: 36 inches X 48 inches.
Panel thickness: 3/8 inches minimum, solid thickness for all type of panels.

Truncated dome surface shall comply with SSP A88A.

Panels shall meet the following standards.

| **Property** | **ASTM Test Method** | **Nominal Value** |
|---|---|---|
| Accelerated Weathering (2,000 hours) | G155 | Delta E: 5.0 max |
| Chemical Resistance | D1308 | No Stain or Discoloration |
| Flexural Strength | D790 | 25,000psi min |
| Compressive Strength | D695 | 20,000psi min |
| Tensile Strength | D638 | 10,000psi min |
| Gardner Impact Test | D5420 | 110 in-lb min |
| Flame Spread | E84 | FSI: 25 max<br>SDI: 150 max |
| Slip Resistance | C1028 | Friction Coeff: 0.80 min (wet or dry) |
| Wear Resistance | C501 | 500 min |
| Water Absorption (2 weeks) | D570 | 0.20% max |
| Salt Spray (120 hours) | B117 | No Change |

Fasteners for Concrete: Color matched nylon expansion sleeves with ¼ inch diameter by 1-1/2 inches long stainless steel drive pins or as recommended by panel manufacturer for specific job conditions and accepted by the Engineer.

Adhesive: Type approved by the panel manufacturer.

Sealant: Urethane sealant of type approved by the panel manufacturer.

Panels and accessories, including panel adhesive, fasteners, and sealants, shall be from a single source.

2. Safety Step TD or equal.
   This type of truncated dome with flexible cement mat shall only be used in selected locations per approval of the Engineer.

1905-3 WORK TO BE ACCOMPLISHED.

The tactile panels shall be surface installed only on concrete surfaces. See manufacturer's surface applied installation guidelines to properly prepare area for installation.

**Installation: (Surface Applied)**

- Utilize manufacturer-provided template to lay out area to receive panels.
- Form recess for panels by milling with diamond blade to provide an even surface and ensure that the surface is flat with light ribbed finish.
- For concrete surface with existing grooves, grind to a minimum depth of ¼ inch so that installed panel will still flush relative to adjacent surface.
- After grinding, vacuum and power wash surface with clean water, free from all dirt and debris. Remove foreign matter by grinding or further washing, as appropriate.
- Immediately prior to application of the setting adhesive, inspect surfaces to receive panel to ensure that it is clean, dry, free of voids, loose materials, grease, oils, dust, and other contaminants.
- Apply generous amount of adhesives to eliminate air entrapment between the panels and the concrete surfaces.
- Set panels and install fasteners in accordance to manufacturer's instructions.
- Drill holes into concrete using recommended bit and install fasteners.
- Clean tile surface and apply perimeter sealant in accordance with manufacturer recommendations.

**Installation: (Cast in Place)**

- Pour and float concrete, set tile by tamping down into concrete until all air voids are removed, edge around perimeter, cut off protective plastic sheet.

Prior to construction, refer any and all discrepancies to the Engineer for further action.

1905-4 MEASUREMENT AND PAYMENT

Full Payment for complying with these requirements shall be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for doing all the necessary work involved to complete the work as specified in these Specifications and Special provisions and as directed by the Engineer.

Install or remove and replace truncated dome, complete and in place, shall be paid per Bid Sheets, "Furnish And Install Detectable Warning Surface Tiles" item at the Contract Unit Price per square foot (SF), as shown in the bid.

1906 MISCELLANEOUS DEMOLITION WORK

1906-1 SCOPE OF WORK

The Work under this section shall consist of removal and disposal of existing facilities which interfere with, or are within a close proximity of, the proposed construction of a street improvements. All such Work shall be accomplished in

accordance with the applicable provisions of the SSPWC and these Special Provisions as directed by the Engineer.

1906-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Remove existing concrete pavement, curb, gutter, and other miscellaneous concrete.

B. Remove and dispose existing asphalt concrete pavement, dike, and berm.

C. Remove and dispose other concrete and/or asphalt structures.

1906-3 CONSTRUCTION

All removal works shall be in accordance with Section 401-Removal of the SSPWC.

Existing asphalt and concrete facilities shall be completely removed from the site as indicated in the Plans.

The Contractor shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal Work.

If needed, the Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property.

Complete the removal work in accordance with the plans and these technical specifications and any special provisions included in the Contract Documents.

1906-4 MEASUREMENT AND PAYMENT

Payment for the various types of removal and/or relocation Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, disposals, and incidentals and any other related work considered as included in the Contract unit price and no additional compensation will be made therefore.

1908 SLURRY CEMENT BACKFILL

1908-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to furnish and place controlled low strength material at locations shown on the plans or as directed by the Engineer.

1908-2 MATERIALS

Slurry cement backfill - must be a fluid workable mixture of aggregate, cement, and water.

Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E of SSS.

1908-3 CONSTRUCTION

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation.

Perform installation only per the approval of the Engineer prior to placement. Slurry backfill placement shall conform with Section 19-3.03F of SSS.

1908-4 MEASUREMENT AND PAYMENT

Slurry cement backfill and placement will be measured and paid for per cubic yard (CY) in place only for Engineer requested change.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the work including area preparation and placement.

1909 JOGGING PATH WEAR SURFACE

1909-1 GENERAL. This section includes general requirements for the installation of the jogging path or walking path wear surface.

1909-2 MATERIALS

The wear surface material and application shall be TotTurf by Robertson Industries, Inc. or equal.

Buy American Act requirements apply to construction materials and end products permanently incorporated into the Work.

All of the components of the product must be of U.S. origin.

All of the manufacturing processes for the product must take place in the United States.

1909-2.1 WEAR SURFACE

Wear Surface shall consist of Ethylene Propylene Diene Monomer (EPDM), Thermal Plastic Vulcanized (TPV) granules with polyurethane binder formulated to produce an even, uniform, seamless surface. Installation of surfacing shall be seamless except when the amount of pour exceeds what can be properly finished in one day. Then the seam shall occur over an expansion joint.

EPDM shall be peroxide cured with an EPDM content of 26 percent and shall Include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.

ASTM D-2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.

Size of EPDM granules shall be 1.5-4 mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.

TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 1-4mm. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface and shall provide 100 percent coating of the particles.

Thickness of Wear Course shall be a minimum ½ inch (12.7 mm).

The Wear Course shall be porous.

Wear course color shall be a 50/50 mix of black and terracotta.

1909-2.2 BINDER

No Toluene Diphenyl Isocyanate (TDI) shall be used.

No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.

Weight of polyurethane shall be no less than 8.5 lbs. /gal (1.02 Kg/1) and no more than 9.5 lbs. /gal (1.14 Kg/1).

Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original quality.

1909-3 SUBMITTALS

Submit in accordance with Section 3-8 of the General Provisions. Submit Manufacturer's descriptive data, installation instructions, details showing wear course installation, anchoring systems and edge details.

Products submitted as equal must include hard copies of manufacturer's written specifications and warranty.

1909-4 REQUIRED CERTIFICATIONS

Poured in place surfaces shall be manufactured and installed by trained, experienced certified installers who hold an IPEMA (International Play Equipment Manufacturers Association) certification.

1909-5 APPLICABLE STANDARDS

ASTM D12 – Standard test methods for vulcanized rubber and thermoplastic rubbers and thermoplastic elastomers-tension.

ASTM D624 – Standard test method for tear strength of conventional vulcanized rubber and thermoplastic elastomers.

ASTM D2859 – Standard test method for flammability of finished textile floor covering materials.

ASTM E303 – Standard test method for measuring surfacing frictional properties using the British Pendulum tester.

1909-6 CONSTRUCTION METHOD

1909-6.1 SITE PREPARATION

Finished Grade/Slope: Verify that finished elevations or adjacent areas are as indicated on the details, that the appropriate sub-grade elevation has been established for the wear surface to be installed, and that the subsurface has been installed per the details, inspected and approved by the City Inspector.

Concrete Base: Tolerance of concrete base shall be with 1/8" inch in 10'feet. With a cross slope that does not exceed 2%. Concrete shall have a minimum of 3-1/2 inch thickness and a minimum 2500 PSI. Concrete must cure for 28 days prior to application of wear course layer. Verify that the Concrete Base has cured, and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.
Drainage: Verify that surface slopes to one side to provide positive drainage.

1909-6.2 POURED IN PLACE SCHEDULING

Poured in Place surfacing shall be installed after the concrete base has cured for a minimum of ten (10) Calendar Days. Wear surface sections shall be scheduled to allow for a full day of finishing to terminate over an expansion joint and the next day's pour shall start at that point.

Wear surface application shall be scheduled to allow for the manufacturer's representative to be present on site during the work.

1909-6.3 INSTALLATION REQUIREMENTS

Poured in Place Wear Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with Manufacturer's recommendations. Installation of surfacing shall be seamless up to 2,000 square feet per day and completely bonded to concrete of sub base.

Wear Course: Wear course must be either quality peroxide cured EPDM, TPV or Treated SBR granules. Surface shall be hand troweled to a smooth, even finish. Except continuous and seamless up to 2,000 square feet per day (contact sales representative for seamless in excess of 2,000 square feet). Where seams are required due to time constraints or adverse weather, a step configuration will be constructed to maintain wear course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Seams, when required, shall occur over expansion joints.

Thickness: Construction methods such as the use of measured screeds or guides shall be employed to ensure that the full depth of specified surfacing material is installed. Surfacing system thickness shall be uniform throughout the jogging path.

Clean Up: Spills of excess adhesive shall be promptly cleaned.

Protection: The safety surface shall be allowed to fully cure in accordance with manufacturer's instructions. The surface shall be protected from all traffic during the curing period of 48 hours with temporary six foot high temp fencing. Protective fencing shall only be removed with written permission from the City.

Manufacturer Services: For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

The site shall be kept clean and free of tools, trash, and debris and installation materials on a daily basis. Products may be stored on site during installation with appropriate protective measures and approval by the City.

Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommended temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product. Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look.

All lawn areas and irrigation damaged as a result of the construction activities to build the jogging/walking path shall be restored to its previous condition before the start of Work. This will be considered as a general requirement for the implementation of the item of Work for which it is prepared for and no additional payment will be made therefor.

1909-7 TEMPORARY TRAFFIC CONTROL

The Contractor shall provide, for the protection of the public, all necessary traffic control and other safety devices during the execution of the Work in accordance with Section 1505 of these Special Provisions.

## 1909-8 MEASUREMENT AND PAYMENT

Full Payment for complying with these requirements shall be made at the applicable Contract Unit Price as indicated on the Bid Sheets.

Measurement and payment for the Furnish And Install ½" thick Rubber Wear Course Surface bid item will be made at the contract unit price per square foot (SQFT) as indicated in the Bid Sheets and shall include full compensation for furnishing and installing all labor, materials, tools, equipment, and incidentals required including providing traffic control and other safety devices to complete the Work in place as specified in these Special provisions and as directed by the Engineer.

**CITY OF OXNARD CONTRACT FOR**
**ON-CALL LOCAL AND COLLECTOR STREETS IMPROVEMENT PROJECT**
**SPECIFICATION NO. PW 21-87**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GRANITE CONSTRUCTION COMPANY ("Contractor"). Contractor's license number is 89.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions as well as the Contractor's Bid Response. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call Local and Collector Streets Improvement Project Specification No. PW 21-87 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Bid Sheets from the Contractor's Bid Response are attached hereto as "Exhibit A" and incorporated herein by this reference. The Special Provisions from the Contract Documents are attached hereto as "Exhibit B" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid and included in the attached Exhibit A, which in any case shall not exceed twelve million dollars ($12,000,000.00) during each Contract Term as extended from time to time.

4. Contract Term. The Contract Term shall begin on the Effective Date and end one (1) year thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Contract Term Extension. A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

a. Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.

b. Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

6. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

7. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project

are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

8. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

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

12. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

*[signatures on following page]*

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

**CITY OF OXNARD**

☒ John C. Zaragoza, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

**GRANITE CONSTRUCTION COMPANY**

Jigisha Desai, Vice President[2] Date

Kenneth B. Olson, Asst. Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-8351
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.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

**PRODUCER**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

**COMPANIES AFFORDING INSURANCE COVERAGE**

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

## COVERAGES

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

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>[x] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [x] OCCUR.<br>[x] OWNER'S & CONTRACTOR'S PROT. | | | | GENERAL AGGREGATE $2,000,000<br>PRODUCTS COMP/OP AGG. $2,000,000<br>PERSONAL & ADV. INJURY $2,000,000<br>EACH OCCURRENCE $2,000,000<br>FIRE DAMAGE (Any one fire) $<br>MED. EXPENSE (Any one person) $ |
| A | **AUTOMOBILE LIABILITY**<br>[x] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT $1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE $ |
| A | **EXCESS LIABILITY**<br>UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE $<br>AGGREGATE $ |
| A | **WORKERS' COMPENSATION**<br>AND<br>EMPLOYERS' LIABILITY | | | | STATUTORY LIMITS<br>EACH ACCIDENT $1,000,000<br>DISEASE-POLICY LIMIT $1,000,000<br>DISEASE-EACH EMPLOYEE $1,000,000 |
| A | **OTHER**<br>Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract | | | | Minimum coverage $1,000,000<br>Each consultant/ $500,000<br>& listed sub-consultant |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**

City of Oxnard
Attn: Risk Manager
Reference No. A-8351
300 W. Third Street, Suite 302
Oxnard CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

# GENERAL LIABILITY SPECIAL ENDORSEMENT
## FOR THE CITY OF OXNARD (the ACity@)

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## 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 | | |
| ❒ PRODUCTS/COMPLETED OPERATIONS | | |
| ❒ PERSONAL & ADVERTISING INJURY | | |
| ❒ FIRE DAMAGE | | |
| ❒ _____ | | |
| ❒ _____ | | |

**CLAIMS:** Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

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

1. **INSURED.** The City, its officers, agents, 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.

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, Aoccurrence@ 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-8351
**300 W. Third Street, Suite 302**
**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
*(original signature required)*

Telephone: ( ) Date Signed _____

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

**SUBMIT IN DUPLICATE**

| ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
|---|---|
| | |

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

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

CITY AGREEMENTS/PERMITS

## TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

## OTHER PROVISIONS

## LIMIT OF LIABILITY

**$ _____ per accident, for bodily injury and property damage.**

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

Name: _____

Address: _____

_____

Telephone: (  ) _____

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

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

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

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

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

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

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

a. Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

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

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

## ENDORSEMENT HOLDER

**CITY OF OXNARD**

**Attn: Risk Manager**

**Reference No.** A-8351

**300 W. Third Street, Suite 302**

**Oxnard, CA 93030**

**AUTHORIZED REPRESENTATIVE**
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

*(original signature required)*

Telephone: (  ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as On-Call Local and Collector Streets Improvement Project Specification No. PW 21-87 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars ($_____), this amount being not less than a hundred percent (100%) of the total not-to-exceed Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

Bond No. _____

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as On-Call Local and Collector Streets Improvement Project. Specification No. PW 21-87 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,_____

*(Name and address of Surety)*

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total not-to-exceed Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

| "Principal" | "Surety" |
|---|---|
| _____ | _____ |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| By: _____ | By: _____ |
| Its: _____ | Its: _____ |
| *(Seal)* | *(Seal)* |

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

EXHIBIT A

**CITY OF OXNARD**

**BID SHEETS FOR ON-CALL LOCAL AND COLLECTOR STREETS IMPROVEMENT PROJECT SPECIFICATION NO. PW 21-87**

Bidder's Name: Granite Construction Company

To the Honorable Mayor and Members of the City Council:

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

Because the City is unable to predict the requirements for each bid item, **award of the Contract will be based on a representative sample of bid items listed below**. The lowest responsive Bid will be determined by a weighted sum of the sample item unit prices. The sample items and weighting to be used will be selected by the City, **kept in a sealed envelope, until Bids are received and opened at the Bid opening in order to ensure a competitive bidding process.**

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| **SCHEDULE A: PAVEMENT MAINTENANCE AND REHABILITATION – STREET AND ALLEY** | | | | | |
| 1 | Cold Mill AC Pavement - (1" Max) | 1110-3 | SQYD | 500 - 2,000 | 3.60 |
| 2 | | | | 2,001 – 5,000 | 2.40 |
| 3 | | | | 5,001 – 10,000 | 2.25 |
| 4 | | | | OVER 10,000 | 2.20 |
| 5 | Cold Mill AC Pavement - (2" Max) | 1110-3 | SQYD | 500 - 2,000 | 4.50 |
| 6 | | | | 2,001 – 5,000 | 3.65 |
| 7 | | | | 5,001 – 10,000 | 3.50 |
| 8 | | | | OVER 10,000 | 3.20 |
| 9 | Cold Mill AC Pavement - (3" Max) | 1110-3 | SQYD | 500 - 2,000 | 6.25 |
| 10 | | | | 2,001 – 5,000 | 6.00 |
| 11 | | | | 5,001 – 10,000 | 4.80 |
| 12 | | | | OVER 10,000 | 4.70 |
| 13 | Unclassified Excavation | 1120-4 | CY | 20 - 100 | 85.00 |
| 14 | | | | 101 – 1,000 | 53.00 |
| 15 | | | | OVER 1,000 | 52.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 16 | Class 2 Aggregate Base | 1130-4 | TON | 20 - 100 | 74.00 |
| 17 | | | | 101 – 2,000 | 39.00 |
| 18 | | | | OVER 2,000 | 38.00 |
| 19 | Asphalt Concrete, Type III (DGAC-B2 PG6410) | 1150-10 | TON | 20 - 100 | 144.00 |
| 20 | | | | 101 – 500 | 121.00 |
| 21 | | | | 501 – 1,000 | 115.00 |
| 22 | | | | 1,001 – 2,000 | 116.50 |
| 23 | | | | OVER 2,000 | 116.25 |
| 24 | Asphalt Concrete, Type III (DGAC-C2 PG6410) | 1150-10 | TON | 20 - 100 | 146.00 |
| 25 | | | | 101 – 500 | 127.00 |
| 26 | | | | 501 – 1,000 | 126.50 |
| 27 | | | | 1,001 – 2,000 | 127.00 |
| 28 | | | | OVER 2,000 | 126.50 |
| 29 | Asphalt Concrete, Type III (DGAC-D2 PG6410) | 1150-10 | TON | 20 - 100 | 150.00 |
| 30 | | | | 101 – 500 | 145.00 |
| 31 | | | | 501 – 1,000 | 144.00 |
| 32 | | | | 1,001 – 2,000 | 140.50 |
| 33 | | | | OVER 2,000 | 132.00 |
| 34 | Asphalt Rubber Aggregate Membrane (ARAM) | 1151-4 | SQYD | 1,000 - 3,000 | 62.00 |
| 35 | | | | 3,001 – 6,000 | 23.00 |
| 36 | | | | 6,001 – 12,000 | 15.20 |
| 37 | | | | 12,001 – 25,000 | 10.80 |
| 38 | | | | OVER 25,000 | 7.35 |
| 39 | Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) | 1152-10 | TON | 100 – 500 | 167.00 |
| 40 | | | | 501 – 1,000 | 156.00 |
| 41 | | | | 1,001 – 3,000 | 148.75 |
| 42 | | | | 3,001 – 9,000 | 148.50 |
| 43 | | | | OVER 9,000 | 146.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 44 | Asphalt Rubber Hot Mix (ARHM-GG-D PG 64-16) | 1152-10 | TON | 100 – 500 | 170.00 |
| 45 | | | | 501 – 1,000 | 164.00 |
| 46 | | | | 1,001 – 3,000 | 155.25 |
| 47 | | | | 3,001 – 9,000 | 151.00 |
| 48 | | | | OVER 9,000 | 151.50 |
| 49 | Crack Seal | 1155-4 | LB | 500 – 5,000 | 8.00 |
| 50 | | | | 5,001 – 9,000 | 7.70 |
| 51 | | | | OVER 9,000 | 5.90 |
| 52 | Aggregate Emulsion Slurry (AES) Type II | 1160-5 | SQYD | 1,000 - 3,000 | 4.90 |
| 53 | | | | 3,001 – 6,000 | 4.20 |
| 54 | | | | 6,001 – 12,000 | 3.25 |
| 55 | | | | 12,001 – 25,000 | 2.75 |
| 56 | | | | 25,001 – 50,000 | 2.30 |
| 57 | | | | OVER 50,000 | 2.05 |
| 58 | Rubberized Emulsion Aggregate Slurry (REAS) Type II | 1161-4 | TON | 20 - 100 | 1,840.00 |
| 59 | | | | 101 - 500 | 1,061.00 |
| 60 | | | | 501 – 1,000 | 1,061.00 |
| 61 | | | | 1,001 – 2,000 | 840.00 |
| 62 | | | | OVER 2,000 | 865.00 |
| 63 | Micro-Surfacing (Type II) Black Rock | 1163-7 | TON | 20 – 100 | 575.00 |
| 64 | | | | 101 – 500 | 454.00 |
| 65 | | | | 501 – 1,000 | 379.00 |
| 66 | | | | 1,001 – 2,000 | 365.00 |
| 67 | | | | OVER 2,000 | 346.00 |
| 68 | Micro-Surfacing (Type II) | 1163-7 | TON | 20 – 100 | 530.00 |
| 69 | | | | 101 – 500 | 401.00 |
| 70 | | | | 500 – 1,000 | 325.00 |
| 71 | | | | 1,001 – 2,000 | 310.00 |
| 72 | | | | OVER 2,000 | 292.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 73 | Micro-Surfacing (Type III) | 1163-7 | TON | 20 – 100 | 488.00 |
| 74 | | | | 101 – 500 | 345.00 |
| 75 | | | | 501 – 1,000 | 315.00 |
| 76 | | | | 1,001 – 2,000 | 295.00 |
| 77 | | | | OVER 2,000 | 271.00 |
| **SCHEDULE B: PAVEMENT RECONSTRUCTION - STREET AND ALLEY** | | | | | |
| 78 | Unclassified Excavation | 1120-4 | CY | 20 – 100 | 85.00 |
| 79 | | | | 101 – 500 | 54.00 |
| 80 | | | | 501 – 1,000 | 52.00 |
| 81 | | | | 1,001 – 2,000 | 51.00 |
| 82 | | | | OVER 2,000 | 50.00 |
| 83 | Class 2 Aggregate Base | 1130-4 | TON | 20 – 100 | 74.00 |
| 84 | | | | 101 – 500 | 39.00 |
| 85 | | | | 501 – 1,000 | 38.50 |
| 86 | | | | 1,001 – 2,000 | 38.00 |
| 87 | | | | OVER 2,000 | 38.00 |
| 88 | AC Pavement Pulverization | 1147-4 | CY | 20 – 100 | 128.00 |
| 89 | | | | 101 – 500 | 40.00 |
| 90 | | | | 501 – 1,000 | 32.00 |
| 91 | | | | 1,001 – 2,000 | 31.00 |
| 92 | | | | OVER 2,000 | 30.00 |
| 93 | Portland Cement Stabilized Pulverized Base | 1149-5 | CY | 20 – 100 | 198.00 |
| 94 | | | | 101 – 500 | 93.20 |
| 95 | | | | 501 – 1,000 | 42.70 |
| 96 | | | | 1,001 – 2,000 | 29.50 |
| 97 | | | | OVER 2,000 | 28.40 |
| 98 | Asphalt Concrete, Type III (DGAC-B2 PG6410) | 1150-10 | TON | 20 – 100 | 145.00 |
| 99 | | | | 101 – 500 | 117.00 |
| 100 | | | | 501 – 1,000 | 116.75 |
| 101 | | | | 1,001 – 3,000 | 116.50 |
| 102 | | | | OVER 3,000 | 116.25 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 103 | Asphalt Concrete, Type III (DGAC-C2 PG6410) | 1150-10 | TON | 20 – 100 | 146.00 |
| 104 | | | | 1,01 – 500 | 131.75 |
| 105 | | | | 501- 1,000 | 131.50 |
| 106 | | | | 1,001 – 2,000 | 131.25 |
| 107 | | | | OVER 2,000 | 131.50 |
| 108 | Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) | 1152-10 | TON | 20 – 100 | 210.00 |
| 109 | | | | 101 – 500 | 170.00 |
| 110 | | | | 501 – 1,000 | 155.50 |
| 111 | | | | 1,001 – 3,000 | 149.00 |
| 112 | | | | OVER 3,000 | 148.75 |
| 113 | PCC Pavement, 6" Thick | 1180-6 | CY | 20 – 100 | 350.00 |
| 114 | | | | 101 – 500 | 315.00 |
| 115 | | | | 501 – 1,000 | 313.00 |
| 116 | | | | 1,001 – 2,000 | 311.00 |
| 117 | | | | OVER 2,000 | 310.00 |
| 118 | Road Stabilization Geotextle/Geogrid | SSPWC 300-10 | SQYD | 20 – 1,000 | 4.50 |
| 119 | | | | 1,001 – 5,000 | 4.20 |
| 120 | | | | OVER 5,000 | 4.15 |
| 121 | Cement Treated Base | SSPWC 301-3.3 | CY | 20 – 100 | 301.00 |
| 122 | | | | 101 – 500 | 186.00 |
| 123 | | | | 501 – 1,000 | 142.50 |
| 124 | | | | OVER 1,000 | 127.00 |
| 125 | Furnish And Deliver Portland Cement | 1182-3 | TON | 1 – 10 | 217.00 |
| 126 | | | | 11 – 50 | 217.00 |
| 127 | | | | OVER 50 | 217.00 |
| **SCHEDULE C: PCC CONSTRUCTION – STREET AND ALLEY** | | | | | |
| 128 | Slurry Cement Backfill | 1908-4 | CY | 10 – 100 | 150.00 |
| 129 | | | | 101 – 500 | 143.00 |
| 130 | | | | OVER 500 | 141.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 131 | Remove And Replace PCC Sidewalk, 4" Thick – Case A | 1174-6 | SQFT | 50 – 200 | 13.00 |
| 132 | | | | 201 – 1,000 | 12.80 |
| 133 | | | | 1,001 – 3,000 | 12.50 |
| 134 | | | | OVER 3,000 | 12.35 |
| 135 | Remove And Replace PCC Sidewalk, 4" Thick – Case B | 1174-6 | SQFT | 50 – 200 | 13.00 |
| 136 | | | | 201 – 1,000 | 12.80 |
| 137 | | | | 1,001 – 3,000 | 12.50 |
| 138 | | | | OVER 3,000 | 12.35 |
| 139 | Grind PCC Sidewalk | 1174-6 | SQFT | 50 – 200 | 24.00 |
| 140 | | | | 201 – 1,000 | 23.00 |
| 141 | | | | OVER 1,000 | 22.00 |
| 142 | Remove And Replace PCC Residential Driveway, 6" Thick | 1174-6 | SQFT | 50 – 200 | 30.00 |
| 143 | | | | 201 – 1,000 | 29.00 |
| 144 | | | | OVER 1,000 | 28.00 |
| 145 | Remove And Replace PCC Alley Driveway, 8" Thick | 1174-6 | SQFT | 50 – 200 | 47.00 |
| 146 | | | | 201 – 1,000 | 46.00 |
| 147 | | | | OVER 1,000 | 45.00 |
| 148 | Remove And Replace PCC Commercial/ Industrial Driveway, 8" Thick | 1174-6 | SQFT | 50 – 200 | 43.00 |
| 149 | | | | 201 – 1,000 | 42.00 |
| 150 | | | | OVER 1,000 | 41.00 |
| 151 | Remove And Replace Cross Gutter And Spandrel, 8" Thick Per City Standard Plate 114 | 1174-6 | SQFT | 50 – 200 | 47.00 |
| 152 | | | | 201 – 1,000 | 46.00 |
| 153 | | | | OVER 1,000 | 45.00 |
| 154 | Remove And Replace PCC Curb Ramp With Detectable Warning Surface Tiles, 4" Thick | 1174-6 | SQFT | 50 – 200 | 29.00 |
| 155 | | | | 201 – 1,000 | 28.00 |
| 156 | | | | OVER 1,000 | 27.00 |
| 157 | Remove And Replace 4' Wide PCC Ribbon Gutter, 8" Thick Per City Standard Plate 117 | 1174-6 | LF | 10 – 100 | 110.00 |
| 158 | | | | 101 – 400 | 109.00 |
| 159 | | | | 401 – 1,000 | 108.00 |
| 160 | | | | OVER 1,000 | 107.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 161 | Remove And Replace PCC Curb & Gutter (Type A2-6) - Case A | 1174-6 | LF | 10 – 100 | 75.50 |
| 162 | | | | 101 – 400 | 75.25 |
| 163 | | | | 401 – 1,000 | 75.00 |
| 164 | | | | 1,001 – 3,000 | 74.75 |
| 165 | | | | OVER 3,000 | 74.50 |
| 166 | Remove And Replace PCC Curb & Gutter (Type A2-6) - Case B | 1174-6 | LF | 10 – 100 | 74.50 |
| 167 | | | | 101 – 400 | 74.00 |
| 168 | | | | 401 – 1,000 | 73.50 |
| 169 | | | | 1,001 – 3,000 | 73.00 |
| 170 | | | | OVER 3,000 | 72.00 |
| 171 | Remove And Replace PCC Curb & Gutter (Type A2-8) - Case A | 1174-6 | LF | 10 – 100 | 95.00 |
| 172 | | | | 101 – 400 | 94.00 |
| 173 | | | | 401 – 1,000 | 92.00 |
| 174 | | | | 1,001 – 3,000 | 92.00 |
| 175 | | | | OVER 3,000 | 91.50 |
| 176 | Remove And Replace PCC Curb & Gutter (Type A2-8) – Case B | 1174-6 | LF | 10 – 100 | 91.00 |
| 177 | | | | 101 – 400 | 90.00 |
| 178 | | | | 401 – 1,000 | 89.50 |
| 179 | | | | 1,001 – 3,000 | 89.00 |
| 180 | | | | OVER 3,000 | 88.75 |
| 181 | Install Or Remove And Replace PCC Rolled Curb And Gutter – Case A | 1174-6 | LF | 10 - 100 | 114.00 |
| 182 | | | | 101 - 400 | 113.00 |
| 183 | | | | OVER 400 | 112.00 |
| 184 | Install Or Remove And Replace PCC Rolled Curb And Gutter – Case B | 1174-6 | LF | 10 - 100 | 100.00 |
| 185 | | | | 101 - 400 | 99.00 |
| 186 | | | | OVER 400 | 98.00 |
| 187 | Remove And Replace PCC Curb & Gutter, Over 8" Up To 10" Curb Face | 1174-6 | LF | 10 – 100 | 92.00 |
| 188 | | | | 101 – 400 | 91.00 |
| 189 | | | | OVER 400 | 89.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 190 | Remove And Replace PCC Curb (Type A1-6) – Case A | 1174-6 | LF | 10 – 100 | 61.00 |
| 191 | | | | 101 – 400 | 60.00 |
| 192 | | | | 401 – 1,000 | 59.50 |
| 193 | | | | 1,001 – 3,000 | 59.25 |
| 194 | | | | OVER 3,000 | 59.10 |
| 195 | Remove And Replace PCC Curb (Type A1-6) – Case B | 1174-6 | LF | 10 – 100 | 61.00 |
| 196 | | | | 101 – 400 | 60.00 |
| 197 | | | | 401 – 1,000 | 59.00 |
| 198 | | | | 1,001 – 3,000 | 58.00 |
| 199 | | | | OVER 3,000 | 57.50 |
| 200 | Remove And Replace PCC Curb (Type A1-8) – Case A | 1174-6 | LF | 10 – 100 | 62.00 |
| 201 | | | | 101 – 400 | 61.00 |
| 202 | | | | 401 – 1,000 | 60.50 |
| 203 | | | | 1,001 – 3,000 | 60.25 |
| 204 | | | | OVER 3,000 | 60.00 |
| 205 | Remove And Replace PCC Curb (Type A1-8) – Case B | 1174-6 | LF | 10 – 100 | 62.00 |
| 206 | | | | 101 – 400 | 61.00 |
| 207 | | | | 401 – 1,000 | 60.00 |
| 208 | | | | 1,001 – 3,000 | 59.00 |
| 209 | | | | OVER 3,000 | 58.00 |
| 210 | Remove And Replace PCC Curb, Over 8" Up To 12" Curb Face | 1174-6 | LF | 10 – 100 | 64.00 |
| 211 | | | | 101 – 400 | 63.00 |
| 212 | | | | OVER 400 | 62.00 |
| 213 | 2' – 4' High Retaining Wall Per City Standard Plate 600 | 1174-6 | LF | 5 OR MORE | 725.00 |
| 214 | 6' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 740.00 |
| 215 | 8' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 960.00 |
| 216 | 10' High Reinforced Concrete Block Wall Per SPPWC Plate 601-4 | 1174-6 | LF | 5 OR MORE | 1,075.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 217 | 4' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 1,320.00 |
| 218 | 6' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 1,450.00 |
| 219 | 8' High Reinforced Concrete Retaining Wall Per SPPWC Plate 610-3 | 1174-6 | LF | 5 OR MORE | 2,015.00 |
| 220 | 8-Inch Thick Concrete Bus Pad Including PCC Curb Per City Standard Plate 200 | 1174-6 | CY | 10 - 50 | 830.00 |
| 221 | | | | 51 - 100 | 825.00 |
| 222 | | | | OVER 100 | 820.00 |
| 223 | 8-Inch Thick Concrete Bus Pad Including PCC Curb Per City Standard Plate 201 | 1174-6 | CY | 10 - 50 | 830.00 |
| 224 | | | | 51 - 100 | 825.00 |
| 225 | | | | OVER 100 | 820.00 |
| 226 | Install Curb Opening Catch Basin Per City Standard Plate 501, Max. W=3.5' and Max. V=6.0' | 1303-3 | EA | 1 OR MORE | 8,655.00 |
| 227 | Install Curb Opening Catch Basin Per City Standard Plate 501, Max. W=7.0' and Max. V=6.0' | 1303-3 | EA | 1 OR MORE | 8,800.00 |
| 228 | Install Grated Catch Basin Per City Standard Plate 503/504/505, Max. W=6.5' and Max. V=4.0' | 1303-3 | EA | 1 OR MORE | 9,500.00 |
| 229 | Install SD Manhole No. 1 Per City Standard Plate 513, Max. H=8.0' | 1303-3 | EA | 1 OR MORE | 18,150.00 |
| 230 | Remove And Replace Catch Basin Top Slab Including Curb Opening Per City Standard Plate 501, W=3.5', Complete-In-Place | 1303-3 | EA | 1 OR MORE | 8,150.00 |
| 231 | Remove And Replace Catch Basin Top Slab Including Curb Opening Per City Standard Plate 501, W=7.0', Complete-In-Place | 1303-3 | EA | 1 OR MORE | 10,250.00 |
| 232 | Concrete Gutter Depression Per City Standard Plate 509 | 1303-3 | SQFT | 10 – 100 | 40.00 |
| 233 | | | | 101 – 400 | 39.00 |
| 234 | | | | OVER 400 | 38.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| **SCHEDULE D: MISCELLANEOUS WORK – STREET AND ALLEY** | | | | | |
| 235 | Clearing And Grubbing | 1103-3 | SQYD | 100 – 5,000 | 2.00 |
| 236 | | | | 5,001 – 9,000 | 1.90 |
| 237 | | | | OVER 9,000 | 1.80 |
| 238 | Tree Removal (Up to 24" Dia. Trunk) | 1103-3 | EA | 1 OR MORE | 8,135.00 |
| 239 | Tree Removal (Over 24" To 36" Dia. Trunk) | 1103-3 | EA | 1 OR MORE | 8,135.00 |
| 240 | Tree Removal (Over 36" To 60" Dia. Trunk) | 1103-3 | EA | 1 OR MORE | 16,270.01 |
| 241 | Shoulder Backing | 1170-4 | TON | 20 – 100 | 54.00 |
| 242 | | | | 1,01 – 500 | 53.00 |
| 243 | | | | OVER 500 | 52.50 |
| 244 | Install 24" Root Barrier Panel | 1174-6 | LF | 10 – 100 | 33.00 |
| 245 | | | | 101 – 400 | 32.00 |
| 246 | | | | 401 – 1,000 | 31.00 |
| 247 | | | | OVER 1,000 | 30.00 |
| 248 | Headerboard – 2"x4" | 1178-4 | LF | 8 OR MORE | 34.00 |
| 249 | Headerboard – 2"x6" | 1178-4 | LF | 8 OR MORE | 35.00 |
| 250 | Adjust Manhole Frame And Cover To Finished Grade Per City Standard Plate 412/510 | 1185-4 | EA | 1 - 10 | 1,370.00 |
| 251 | | | | 11 - 20 | 1,207.00 |
| 252 | | | | 21 - 100 | 1,153.00 |
| 253 | | | | 100 OR MORE | 1,153.00 |
| 254 | Adjust Catch Basin Frame And Grate To Finished Grade Per City Standard Plate 502 - 505 | 1185-4 | EA | 1 - 10 | 1,669.00 |
| 255 | | | | 11 - 20 | 1,641.00 |
| 256 | | | | 21 OR MORE | 1,615.00 |
| 257 | Adjust Survey Monument Cover To Finished Grade Per City Standard Plate 609 | 1185-4 | EA | 1 - 10 | 855.00 |
| 258 | | | | 11 - 20 | 720.00 |
| 259 | | | | 21 OR MORE | 665.00 |
| 260 | Adjust Sewer Cleanout Frame And Cover To Finished Grade Per City Standard Plate 407 | 1185-4 | EA | 1 - 10 | 855.00 |
| 261 | | | | 11 - 20 | 720.00 |
| 262 | | | | 21 OR MORE | 685.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 263 | Adjust Water Valve Frame And Cover To Finished Grade Per City Standard Plate 303 | 1185-4 | EA | 1 - 10 | 855.00 |
| 264 | | | | 11 - 20 | 720.00 |
| 265 | | | | 21 – 100 | 685.00 |
| 266 | | | | 100 OR MORE | 685.00 |
| 267 | Adjust Water Meter Box Frame And Cover To Finished Grade Per City Standard Plate 304/305 | 1187-4 | EA | 1 - 10 | 855.00 |
| 268 | | | | 11 - 20 | 720.00 |
| 269 | | | | 21 OR MORE | 685.00 |
| 270 | Adjust Utility Frame And Cover To Finished Grade Per City Standard Plate 307 | 1187-4 | EA | 1 - 10 | 1,260.00 |
| 271 | | | | 11 - 20 | 1,153.00 |
| 272 | | | | 21 OR MORE | 1,153.00 |
| 273 | Install Or Preserve Survey Monumentation | 1190-4 | EA | 1 OR MORE | 1,750.00 |
| 274 | Reset And Relocate Mail Box | 1192-5 | EA | 1 OR MORE | 680.00 |
| 275 | Remove And Replace Sidewalk Concrete Drainage Channel With Steel Plate Cover , Complete-In-Place | 1192-5 | SQFT | 20 OR MORE | 520.00 |
| 276 | Remove And Replace 14" Sidewalk Drainage Trench & Grate, Complete-In-Place | 1192-5 | LF | 4 OR MORE | 1,495.00 |
| 277 | Remove And Replace AC Dike/Berm (Type D1-6) | 1192-5 | LF | 5 OR MORE | 27.00 |
| 278 | Remove And Replace AC Dike/Berm (Type D1-8) | 1192-5 | LF | 5 OR MORE | 27.00 |
| 279 | Remove And Replace Curb (Type C1-6) | 1192-5 | LF | 5 OR MORE | 163.00 |
| 280 | Remove And Replace Type E Curb Per Caltrans A87A | 1192-5 | LF | 5 OR MORE | 185.00 |
| 281 | Remove And Replace Sidewalk Drain Pipe Per City Standard Plate 122 | 1192-5 | LF | 4 OR MORE | 108.00 |
| 282 | Remove And Replace Sidewalk Double Box Storm Drain, Complete-In-Place | 1192-5 | SQFT | 4 OR MORE | 1,714.00 |
| 283 | 6-Inch Thick Concrete Swale | 1192-5 | CY | 5 OR MORE | 596.00 |
| 284 | Remove And Replace AC Speed Hump (12' X W) Complete-In-Place | 1192-5 | SQFT | 240 OR MORE | 12.50 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 285 | 12" PVC Storm Drain | 1302-5 | LF | 10 - 50 | 470.00 |
| 286 | | | | 51 - 100 | 330.00 |
| 287 | | | | 101 OR MORE | 280.00 |
| 288 | Install 18" HDPE Storm Drain Backfill Per City Standard Plate 602, 2.0' To 6.0' Deep | 1302-5 | LF | 10 – 100 | 350.00 |
| 289 | | | | 101 – 500 | 333.00 |
| 290 | | | | OVER 500 | 286.00 |
| 291 | Install 24" HDPE Storm Drain Backfill Per City Standard Plate 602, 2.0' To 6.0' Deep | 1302-5 | LF | 10 – 100 | 355.00 |
| 292 | | | | 101 – 500 | 353.00 |
| 293 | | | | OVER 500 | 310.00 |
| 294 | Install Or Remove And Replace 6-Inch R.S. Gate Valve Per City Standard Plate 303 | 1409-3.7 | EA | 1 OR MORE | 14,100.00 |
| 295 | Install Or Remove And Replace 8-Inch R.S. Gate Valve Per City Standard Plate 303 | 1409-3.7 | EA | 1 OR MORE | 17,750.00 |
| 296 | Install Or Remove And Replace 10-Inch R.S. Gate Valve Per City Standard Plate 303 | 1409-3.7 | EA | 1 OR MORE | 31,185.00 |
| 297 | Install 2-Inch Air-Vacuum Assembly Per City Standard Plate 308 | 1409-4.7 | EA | 1 OR MORE | 31,000.00 |
| 298 | Relocate Fire Hydrant Per City Standard Plate 300 | 1410-4 | EA | 1 OR MORE | 21,500.00 |
| 299 | Relocate Water Meter Assembly (2 inch and smaller) Per City Standard Plate 304 | 1411-3 | EA | 1 OR MORE | 5,210.00 |
| 300 | Install Or Replace 1-Inch Water Services Assembly Per City Standard Plate 305 | 1411-3 | EA | 1 OR MORE | 18,370.00 |
| 301 | Install Or Replace Water Services Assembly, 1 ½ - 2 Inches Per City Standard Plate 304 | 1411-3 | EA | 1 OR MORE | 25,105.00 |
| 302 | Install 4-Inch Blow-Off Assembly Per City Standard Plate 307 | 1414-2 | EA | 1 OR MORE | 31,900.00 |
| 303 | Furnish And Install Detectable Warning Surface Tiles | 1905-4 | SQFT | 12 – 120 | 50.00 |
| 304 | | | | 121 – 420 | 49.00 |
| 305 | | | | OVER 420 | 48.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 306 | Remove Concrete Pavement | 1906-4 | CY | 1 – 100 | 54.00 |
| 307 | | | | 101 – 1,000 | 53.00 |
| 308 | | | | OVER 1,000 | 52.00 |
| 309 | Remove Concrete (Miscellaneous) | 1906-4 | CY | 1 – 100 | 137.00 |
| 310 | | | | 101 – 1,000 | 136.00 |
| 311 | | | | OVER 1,000 | 98.00 |
| 312 | Remove Asphalt Concrete Pavement And/Or Other Asphalt Structures | 1906-4 | CY | 1 – 100 | 87.00 |
| 313 | | | | 101 – 1,000 | 53.00 |
| 314 | | | | OVER 1,000 | 52.00 |
| 315 | Pothole Patching (Asphalt Cold Mix) | 1907-5 | LB | 100 – 500 | 9.00 |
| 316 | | | | 501 – 2,000 | 4.75 |
| 317 | | | | OVER 2,000 | 4.50 |
| 318 | Remove And Install Chain Link Fence, 3.5' – 6' High | SSPWC 304-3.4 | LF | 5 OR MORE | 192.00 |
| 319 | Remove And Install Chain Link Fence, 8' High | SSPWC 304-3.4 | LF | 5 OR MORE | 256.00 |
| 320 | Remove And Install Chain Link Fence, 10' High | SSPWC 304-3.4 | LF | 5 OR MORE | 320.00 |
| 321 | Relocate Chain Link Fence | SSPWC 304-3.4 | LF | 5 OR MORE | 157.00 |
| 322 | Remove And Install Wood Fence, 3.5' – 6' High | SSPWC 305-2.6 | LF | 5 OR MORE | 190.00 |
| 323 | Relocate Backflow Preventer Assembly Per City Standard Plate 309 | SSPWC 306-15.8 | EA | 1 OR MORE | 20,220.00 |
| **SCHEDULE E: LANDSCAPE AND IRRIGATION WORK – STREET AND ALLEY** | | | | | |
| 324 | Adjust Irrigation Box To Finished Grade | 1187-4 | EA | 1 OR MORE | 545.00 |
| 325 | Landscape - Tree Planting - Ulmus Parvifolia/Chinese Elm (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 2,712.00 |
| 326 | Landscape - Tree Planting - Tristania Conferta/Brisbane Box (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 1,899.00 |
| 327 | Landscape - Tree Planting - Syagrus Romanzoffiana/Queen Palm (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 1,899.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 328 | Landscape - Tree Planting - Tristaniopsis Laurina/Water Gum (24" Box Tree) | 1601-2 | EA | 1 OR MORE | 2,712.00 |
| 329 | Landscape - Top Soil, Class A | 1601-2 | CY | 5 - 20 | 71.00 |
| 330 | | | | 21 - 100 | 71.00 |
| 331 | | | | OVER 100 | 71.00 |
| 332 | Landscape – 3" Thick Mulch, Type 1 | 1601-2 | CY | 10 - 20 | 27.00 |
| 333 | | | | 21 - 50 | 27.00 |
| 334 | | | | OVER 50 | 27.00 |
| 335 | Landscape – Irrigation (Complete-In-Place) | 1601-2 | SQYD | 10 - 100 | 54.00 |
| 336 | | | | 101 – 500 | 54.00 |
| 337 | | | | OVER 500 | 54.00 |
| 338 | Minor Concrete (4-Inch Thick Stamped Colored Concrete) Per City Standard Plate 128 | 1602-4 | SQFT | 5 - 100 | 18.00 |
| 339 | | | | 101 - 500 | 17.00 |
| 340 | | | | OVER 500 | 16.00 |
| 341 | Landscape - Unclassified Fill | 1904-4 | CY | 5 - 20 | 38.00 |
| 342 | | | | 21 – 100 | 38.00 |
| 343 | | | | OVER 100 | 38.00 |
| 344 | Landscape – Imported Borrow | 1904-4 | CY | 5 - 20 | 71.00 |
| 345 | | | | 21 – 100 | 71.00 |
| 346 | | | | OVER 100 | 71.00 |
| 347 | Install Backflow Prevention Device Per City Standard Plate 309 | SSPWC 306-15.8 | EA | 1 OR MORE | 24,400.00 |
| **SCHEDULE F: THERMOPLASTIC PAVEMENT STRIPING AND MARKING** | | | | | |
| 348 | Detail 1 Stripe (6" Single Yellow Broken Line) Centerline | 1515-4 | LF | 1 – 1,000 | 0.37 |
| 349 | | | | 1,001 – 9,000 | 0.35 |
| 350 | | | | OVER 9,000 | 0.33 |
| 351 | Detail 2 Stripe (6" Single Yellow Broken Line) Centerline With Marker | 1515-4 | LF | 1 – 1,000 | 0.39 |
| 352 | | | | 1,001 – 9,000 | 0.37 |
| 353 | | | | OVER 9,000 | 0.35 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 354 | Detail 8 Stripe (6" Single White Broken Line) Lane line | 1515-4 | LF | 1 – 1,000 | 0.37 |
| 355 | | | | 1,001 – 9,000 | 0.35 |
| 356 | | | | OVER 9,000 | 0.33 |
| 357 | Detail 9 Stripe (6" Single White Broken Line) Lane line With Marker | 1515-4 | LF | 1 – 1,000 | 0.39 |
| 358 | | | | 1,001 – 9,000 | 0.37 |
| 359 | | | | OVER 9,000 | 0.35 |
| 360 | Detail 12 Stripe (6" Single White Broken Line) Lane line With Marker | 1515-4 | LF | 1 – 1,000 | 0.39 |
| 361 | | | | 1,001 – 9,000 | 0.37 |
| 362 | | | | OVER 9,000 | 0.35 |
| 363 | Detail 21 Stripe (6" Double Yellow Solid Line) No Passing Zone | 1515-4 | LF | 1 – 1,000 | 1.08 |
| 364 | | | | 1,001 – 9,000 | 0.98 |
| 365 | | | | OVER 9,000 | 0.87 |
| 366 | Detail 22 Stripe (6" Double Yellow Solid Line) No Passing Zone With Marker | 1515-4 | LF | 1 – 1,000 | 2.17 |
| 367 | | | | 1,001 – 9,000 | 2.06 |
| 368 | | | | OVER 9,000 | 1.95 |
| 369 | Detail 24 Stripe (6" Single Yellow Solid Line) Left Edge Line | 1515-4 | LF | 1 – 1,000 | 0.71 |
| 370 | | | | 1,001 – 9,000 | 0.68 |
| 371 | | | | OVER 9,000 | 0.65 |
| 372 | Detail 25A Stripe (6" Single Yellow Solid Line) Left Edge Line With Marker | 1515-4 | LF | 1 – 1,000 | 0.81 |
| 373 | | | | 1,001 – 9,000 | 0.79 |
| 374 | | | | OVER 9,000 | 0.76 |
| 375 | Detail 27B Stripe (6" Single White Solid Line) Right Edge Line | 1515-4 | LF | 1 – 1,000 | 0.71 |
| 376 | | | | 1,001 – 9,000 | 0.68 |
| 377 | | | | OVER 9,000 | 0.65 |
| 378 | Detail 27C Stripe (6" Single White Broken Line) Extension Thru Intersection | 1515-4 | LF | 1 – 1,000 | 0.71 |
| 379 | | | | 1,001 – 9,000 | 0.68 |
| 380 | | | | OVER 9,000 | 0.65 |
| 381 | Detail 28 Stripe (6" Double Yellow Solid Line) Median Island | 1515-4 | LF | 1 – 1,000 | 3.25 |
| 382 | | | | 1,001 – 9,000 | 3.09 |
| 383 | | | | OVER 9,000 | 2.98 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 384 | Detail 29 Stripe (6" Double Yellow Solid Line) Median Island With Marker | 1515-4 | LF | 1 – 1,000 | 3.80 |
| 385 | | | | 1,001 – 9,000 | 3.74 |
| 386 | | | | OVER 9,000 | 3.25 |
| 387 | Detail 31 Stripe (6" Double Yellow Solid And Broken Line) | 1515-4 | LF | 1 – 1,000 | 3.25 |
| 388 | | | | 1,001 – 9,000 | 3.09 |
| 389 | | | | OVER 9,000 | 2.98 |
| 390 | Detail 32 Stripe (6" Double Yellow Solid And Broken Line) With Marker | 1515-4 | LF | 1 – 1,000 | 3.80 |
| 391 | | | | 1,001 – 9,000 | 3.74 |
| 392 | | | | OVER 9,000 | 3.25 |
| 393 | Detail 37B Stripe (8" Single White Broken Line With Marker) Lane Drop At Intersection With Marker | 1515-4 | LF | 1 – 1,000 | 1.36 |
| 394 | | | | 1,001 – 9,000 | 1.30 |
| 395 | | | | OVER 9,000 | 1.19 |
| 396 | Detail 38 Stripe (8" Single White Solid Line) Channelizing Line With Marker | 1515-4 | LF | 1 – 1,000 | 1.63 |
| 397 | | | | 1,001 – 9,000 | 1.36 |
| 398 | | | | OVER 9,000 | 1.19 |
| 399 | Detail 38A Stripe (8" Single White Solid Line) Channelizing Line | 1515-4 | LF | 1 – 1,000 | 1.19 |
| 400 | | | | 1,001 – 9,000 | 1.14 |
| 401 | | | | OVER 9,000 | 1.08 |
| 402 | Detail 38B Stripe (8" Single White Solid Line) Channelizing Line With Double Marker | 1515-4 | LF | 1 – 1,000 | 1.63 |
| 403 | | | | 1,001 – 9,000 | 1.57 |
| 404 | | | | OVER 9,000 | 1.46 |
| 405 | Detail 39 Stripe (6" Single White Solid Line) Bike Lane Line | 1515-4 | LF | 1 – 1,000 | 0.92 |
| 406 | | | | 1,001 – 9,000 | 0.81 |
| 407 | | | | OVER 9,000 | 0.71 |
| 408 | Detail 39A Stripe (6" Single White Broken Line) Intersection Line Bike Lane | 1515-4 | LF | 1 – 1,000 | 0.92 |
| 409 | | | | 1,001 – 9,000 | 0.81 |
| 410 | | | | OVER 9,000 | 0.71 |
| 411 | Detail 40 Stripe (6" Single White Broken Line) Lane Line Extension Thru Intersection | 1515-4 | LF | 1 – 1,000 | 0.49 |
| 412 | | | | 1,001 – 9,000 | 0.43 |
| 413 | | | | OVER 9,000 | 0.38 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 414 | Detail 41 Stripe (6" Single Yellow Broken Line) Centerline Extension Thru Intersection | 1515-4 | LF | 1 – 1,000 | 0.49 |
| 415 | | | | 1,001 – 9,000 | 0.43 |
| 416 | | | | OVER 9,000 | 0.38 |
| 417 | Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, or railroad-grade-crossing marking | 1515-4 | SQFT | 50 – 1,000 | 5.42 |
| 418 | | | | 1,001 – 5,000 | 4.34 |
| 419 | | | | OVER 5,000 | 3.25 |
| 420 | 3" Double White/Blue Solid (2-Coat) Parking Stall Stripe | 1515-4 | LF | 1 – 500 | 1.63 |
| 421 | | | | 501 – 1,000 | 1.36 |
| 422 | | | | OVER 1,000 | 1.08 |
| 423 | 4" Solid White/Blue/Yellow (2-Coat) | 1515-4 | LF | 1 – 500 | 1.36 |
| 424 | | | | 501 – 2,000 | 1.19 |
| 425 | | | | OVER 2,000 | 1.08 |
| **SCHEDULE G: MISCELLANEOUS PAVEMENT STRIPING AND MARKING** | | | | | |
| 426 | Reflectorized Paint (2-Coat) Pavement Marking: Transverse marking such as (1) limit line, stop line, and yield lines, (2) crosswalk, (3) word, arrow, legend or symbol, numeral, or railroad-grade-crossing marking | 1515-4 | SQFT | 50 – 1,000 | 3.25 |
| 427 | | | | 1,001 – 5,000 | 2.71 |
| 428 | | | | OVER 5,000 | 2.17 |
| 429 | 3" Double White/Blue Solid Reflectorized Paint (2-Coat) Parking Stall Stripe | 1515-4 | LF | 1 – 500 | 1.63 |
| 430 | | | | 501 – 1,000 | 1.36 |
| 431 | | | | OVER 1,000 | 1.08 |
| 432 | 4" Solid White/Blue/Yellow Reflectorized Paint (2-Coat) | 1515-4 | LF | 1 – 500 | 1.36 |
| 433 | | | | 501 – 2,000 | 1.19 |
| 434 | | | | OVER 2,000 | 1.08 |
| 435 | 6" Solid White/Yellow Reflectorized Paint (2-Coat) | 1515-4 | LF | 1 – 500 | 2.17 |
| 436 | | | | 501 – 2,000 | 1.90 |
| 437 | | | | OVER 2,000 | 1.63 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 438 | Curb Paint (2-Coat) (Red, Green, Blue, Yellow, Gray, Or White) | 1515-4 | LF | 1 – 500 | 2.71 |
| 439 | | | | 501 – 2,000 | 2.44 |
| 440 | | | | OVER 2,000 | 2.17 |
| 441 | Install Raised Pavement Marker (Retro-reflective) | 1515-4 | EA | 1 - 500 | 5.42 |
| 442 | | | | OVER 500 | 3.25 |
| 443 | Remove Pavement Marker | 1515-4 | EA | 1 - 500 | 1.08 |
| 444 | | | | OVER 500 | 0.87 |
| 445 | Remove Traffic Stripe (Grind) | 1515-4 | LF | 1 – 1,000 | 3.25 |
| 446 | | | | OVER 1,000 | 1.63 |
| 447 | Remove Pavement Marking (Grind) | 1515-4 | SQFT | 1 – 1,000 | 2.71 |
| 448 | | | | OVER 1,000 | 2.17 |
| 449 | Remove And Dispose Yellow Thermoplastic Pavement Stripe | 1515-4 | LF | 1 – 1,000 | 2.71 |
| 450 | | | | OVER 1,000 | 2.17 |
| 451 | Remove And Dispose Yellow Thermoplastic Pavement Marking | 1515-4 | SQFT | 1 – 1,000 | 2.71 |
| 452 | | | | OVER 1,000 | 2.17 |
| 453 | Install Green Pavement Marking (MMA) | 1515-4 | SQFT | 100 – 500 | 6.51 |
| 454 | | | | 501 – 2,000 | 5.42 |
| 455 | | | | OVER 2,000 | 4.88 |
| 456 | Install Blue RPM | 1515-4 | EA | 1 OR MORE | 8.68 |
| 457 | Install ADA Symbol (ISA) Pavement Marking | 1515-4 | EA | 1 OR MORE | 54.23 |
| **SCHEDULE H: STREET AND TRAFFIC SIGNS, AND TRAFFIC SIGNAL SYSTEM** | | | | | |
| 458 | Adjust Traffic Pull Box To Finished Grade | 1187-4 | EA | 1 OR MORE | 870.00 |
| 459 | Install Traffic Signal Conduit, 3" Dia. PVC Schedule 40 | 1520-23 | LF | 5 OR MORE | 608.00 |
| 460 | Install Type D Inductive Loop Detector | 1520-23 | EA | 1 - 10 | 3,795.00 |
| 461 | | | | 11 - 50 | 597.00 |
| 462 | | | | 51 - 200 | 488.00 |
| 463 | | | | 201 OR MORE | 434.00 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 464 | Install Type E Inductive Loop Detector | 1520-23 | EA | 1 - 10 | 3,495.00 |
| 465 | | | | 11 - 50 | 597.00 |
| 466 | | | | 51 – 200 | 488.00 |
| 467 | | | | 201 OR MORE | 434.00 |
| 468 | Relocate Traffic Pull Box | 1525-4 | EA | 1 OR MORE | 41,215.00 |
| 469 | Install #6E Steel Pull Box (Traffic Rated) | 1525-4 | EA | 1 OR MORE | 1,302.00 |
| 470 | Install Or Remove and Replace Street Name Sign Per City Standard Plate 205 | 1530-4 | EA | 1 - 10 | 216.93 |
| 471 | | | | 11 - 50 | 3,660.00 |
| 472 | | | | 51 – 200 | 211.51 |
| 473 | | | | 201 OR MORE | 200.66 |
| 474 | Install Or Remove and Replace Advance Street Name Sign Per City Standard Plate 206 | 1530-4 | EA | 1 - 10 | 488.10 |
| 475 | | | | 11 - 50 | 460.98 |
| 476 | | | | 51 – 200 | 433.86 |
| 477 | | | | 201 OR MORE | 406.75 |
| 478 | Install Or Remove and Replace Overhead Street Name Sign Per City Standard Plate 206 | 1530-4 | EA | 1 - 10 | 2,712.00 |
| 479 | | | | 11 - 50 | 2,712.00 |
| 480 | | | | 51 – 200 | 2,712.00 |
| 481 | | | | 201 OR MORE | 2,712.00 |
| 482 | Install Or Remove And Replace Way Finding Sign Per City Standard Plate 207 | 1530-4 | EA | 1 - 10 | 542.33 |
| 483 | | | | 11 - 50 | 515.21 |
| 484 | | | | 51 – 200 | 488.10 |
| 485 | | | | 201 OR MORE | 460.98 |
| 486 | Install Or Remove And Replace Sign Post Per City Standard Plate 203/204 | 1530-4 | EA | 1 - 10 | 162.70 |
| 487 | | | | 11 - 50 | 157.28 |
| 488 | | | | 51 – 200 | 151.85 |
| 489 | | | | 201 OR MORE | 146.43 |
| 490 | Install Traffic Sign On Existing Post Per City Standard Plate 204 | 1530-4 | EA | 1 OR MORE | 271.17 |
| 491 | Remove, Relocate, Or Re-Install Traffic Sign Per City Standard Plate 204 | 1530-4 | EA | 1 OR MORE | 162.70 |

| ITEM NO. | DESCRIPTION | PAYMENT REFERENCE | UNIT OF MEASURE | EVALUATION QUANTITY | UNIT PRICE |
|---|---|---|---|---|---|
| 492 | Remove, Relocate Or Reset Sign Post Including All Attachments Per City Standard Plate 203/204 | 1530-4 | EA | 1 OR MORE | 216.93 |
| 493 | Install Object Marker Type K | 1530-4 | EA | 1 OR MORE | 200.67 |
| 494 | Install Object Marker Type L | 1530-4 | EA | 1 OR MORE | 216.93 |
| | | | | DO NOT TOTAL ALL PRICES | |

Note:

1. No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material, and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

2. The ranges of quantities listed in the Bid Sheet are supplied only to give an indication of the general scope of work.

3. Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.2 and 7-3.5.3. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

By signing below, Bidder acknowledges that the Evaluation Quantities above are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

**Terms of Extension.**
A Contract entered with Bidder may be extended for up to two (2) separate, consecutive periods of one (1) year each at the option of the City. The maximum percentage rate increase for each extension will be as shown below:

- Price increase for the Contract Unit Prices for the first extension period shall be three percent (3%) over the Contract Unit Prices submitted on the bid sheets.

- Price increase for the Contract Unit Prices for the second extension period shall be three percent (3%) over the first extension period prices.

**The City does not promise or guarantee that Contractor's services will be called upon at any time or at all.**

Bidder acknowledges receipt of all addenda

| Addendum: | Date Received: | Addendum: | Date Received: |
|---|---|---|---|
| #01 | 6/10/2021 | #03 | |
| #02 | | #04 | |

Bidder's Name (Company): Granite Construction Company

Signature: Scott McArthur  Title: Vice President

Print: Scott McArthur  Date: 6/10/2021

Signature:  Title: Assistant Secretary

Print: Kenneth B. Olson  Date: 6/10/2021

GRANITE CONSTRUCTION COMPANY
CORPORATE SEAL
January 4, 1922
CALIFORNIA

EXHIBIT B

## SPECIAL PROVISIONS

Specification Number ___PW 21-87___ includes

Appendix: A – Pavement maintenance and rehabilitation details which includes 8 pages

Appendix: B – Pavement reconstruction details.

Appendix: C – PCC construction details.

Appendix: D – Miscellaneous details.

Appendix: E – Citywide Street classification data.

1000 GENERAL

1000-1 LOCATION AND DESCRIPTION OF WORK

The Project consists of furnishing all necessary labor, tools, materials, equipment, work signs, cones and/or traffic control equipment, other incidentals and appurtenant Works necessary to perform and satisfactorily complete improvements on residential and collector streets, service roads, and alleys, on an as needed basis at various locations throughout the City.

Actual quantities of Work to be performed may vary at the discretion of the Engineer.

The Work to be done hereunder consists primarily of constructing improvements on residential and collector streets, service roads, and alleys. The Work generally includes resurfacing of asphalt concrete pavement; reconstruction of asphalt and Portland cement concrete pavement, curb & gutters, cross gutters, ADA ramps, curbs, gutters, and sidewalks; installation of micro-surfacing, slurry seal, crushed miscellaneous base; excavation; grading; and concrete and bituminous surface removal. The Work may also include furnishing and placing earth fill; adjusting or reconstructing manhole frames; reconstructing curb drains; reconstructing storm drain connector pipes; traffic striping and marking; traffic signal conduit; street light conduit; and landscaping and irrigation.

If the City awards the Contract, the minimum Contract amount for a given Task Order is not less than $1,000,000.00.

Expected annual fund allocation for this Project is $5,000,000.00 to $12,000,000.00. However, the City cannot and does not guarantee that the maximum amount of the funds will be utilized.

The Project Manager will issue a Task Order with approved site specific construction plans, details, anticipated bid items and quantities to the Contractor. Contractor shall respond within ten (10) Working Days of receiving a Task Order with requested information.

Work must begin within fourteen (14) Calendar Days after the Notice to Proceed is issued.

Work ordered prior to the expiration of the Contract period, but not completed by the expiration date of the Contract period, shall be completed with all provisions of the Contract still in force, as long as the Work will not cause the Contract to exceed its amount.

All Work shall be done in accordance with the Standard Specifications for Public Works Construction and States Standard Specifications as specified herein conforming to applicable sections of these Specifications and Special Provisions in the Contract Documents.

It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of Work.

1000-2 SURVEY CONTROL

The control for the various locations is indicated on the Plans. References are made to the right-of-way line, centerline of street, and existing utility lines.

1000-3 TESTS OF MATERIALS

Unless otherwise specified, all tests shall be performed in accordance with the California Test Methods (CTM). The materials testing laboratory and sampling and testing personnel shall be Caltrans certified.

1000-4 WATER SUPPLY

The City will furnish the Contractor, at cost, a meter and an adequate supply of water for the purpose of backfill compacting, constructing, and testing all of the Work under these Specifications. The Contractor shall, however, have the responsibility for and the cost of, transporting and handling of the water furnished by the City. The location at which the water supply will be made available to the Contractor will be a point, or points, to be designated by the City. A backflow prevention device shall be provided at the Contractor’s expense. Other than for this particular exemption, Section 2-5.2 of the Greenbook shall apply.

1000-5 NOTICE TO AREA RESIDENTS

The Contractor shall notify by color door hanger (in English and Spanish) all residents, businesses, and agencies that will be affected by the Work specified (4) Working Days and again two (2) Working Days in advance of the start of the Work.

The Contractor shall post all streets that are to be worked upon with temporary "No Parking Tow Away" signs at 50-foot intervals at least 24 hours before commencing Work on any street. Signs will be furnished by the Contractor. The Contractor shall indicate the effective times and dates (Month – Day – Year) on the signs in the spaces provided prior to posting for the duration of time required

to complete this Work. The Contractor shall remove these signs immediately when they are no longer needed throughout the Project schedule. Posting of signs are to be for specific Work and detours only, Contract duration signage will not be allowed. The Contractor shall notify the Oxnard Police Traffic Division of such postings to permit verification by them in the event that towing may be necessary to facilitate the Work. The Oxnard School District, the City of Oxnard Environmental Resources Division, and emergency services such as police, fire, etc., shall be notified by the Contractor of the streets scheduled to be worked on at least 48 hours prior to construction to allow them to adjust their schedules, copies of such notifications shall be provided to the City Inspector.

The Contractor shall submit the “Notice To the Area Residents” and “No Parking Tow Away” signs to the Engineer for approval 7 Calendar Days prior to the date of notification.

If the Work is delayed or rescheduled for any reason after placement of the "No Parking Tow Away" signs, the Contractor shall re-date the signs immediately and notify affected agencies, businesses, and residents in a prompt fashion.

Payment for "Notice to Area Residents" and “No Parking Tow Away” signs will be included in the price for “Traffic Control And Public Convenience And Safety” bid item of Work and no additional payment will be made thereof.

1000-6 SUPERVISION AND SUPERINTENDENCE

The representative or alternate shall be available after normal working hours to respond to circumstance that arise within 30 minutes of being contacted by the City Inspector or Project Manager. The representative or alternate shall not be replaced without written notice to the City, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. Lack of supervision will be grounds for a Stop Work notice issued by the City, in which case no Work will be performed unless proper supervision is provided.

1000-7 HOURS OF INSPECTORS

Should the Contractor elect at any time or from time to time, and with prior written permission from the Project Manager, to conduct operations on any regular shift more than eight (8) hours in any day or more than forty (40) hours in any week, or on any Saturday, Sunday or holiday and if in the opinion of the Engineer it is necessary for any City Inspector or Inspectors, as a consequence thereof, to work more than eight (8) hours in any day or more than forty (40) hours in any week, or on any Saturday, Sunday or holiday (minimum time 8 hours), the Contractor shall bear the costs to the City of any premium or overtime pay to the inspector or inspectors, as a consequence of such operations.

Premium or overtime pay shall be that portion which is in addition to regular pay on a straight time basis. A statement covering such premium or overtime pay shall be submitted to the Contractor by the City and payment shall be due at the end of the Project during Contract completion. The payment will be deducted from the final Work in place of an invoice or the release of retention by the City.

## 1000-8 CITY OF OXNARD STANDARD PLATES AND DESIGN CRITERIA

The Contractor shall be responsible to obtain the current City of Oxnard Plates and Design Criteria. A free copy of these standards may be obtained from the City website at: https://www.oxnard.org/city-department/development-services/standard-plates-and-design-criteria/.

## 1000-9 GRAFFITI REMOVAL AND PAINTING

Throughout all phases of construction, including weekends, suspensions, and final acceptance, the Contractor shall remove and seal or remove, paint, and seal graffiti locations determined by the Engineer within 24 hours of discovery.

The Contractor shall provide qualified personnel having a working knowledge of removing, painting and sealing graffiti, which shall include but not be limited to power washing, sandblasting, sponge blasting, and repainting and sealing areas which have been defaced with graffiti.

The methods used to remove the graffiti shall not degrade the surface being cleaned. Paint shall be acrylic latex conforming to Federal Standard 595B matching the existing colored surface. Surfaces may include but not be limited to concrete, metal, or masonry, brick, signs, decorative block, sidewalks, or streets, which will require an accepted method of graffiti removal or application of an anti-graffiti coating or sealant.

Locations of graffiti removal may be anywhere on the construction site. Payment for graffiti removal shall be included in the prices bid for the various items of Work involved and no additional payment will be made for this Work.

## 1000-10 REFERENCE TO STANDARDS

Reference to Standard Specifications for Public Works Construction (SSPWC) shall mean the 2018 edition unless otherwise specified in the Special Provisions.

Reference to States Standard Specifications (SSS) and Plans, Manual on Uniform Traffic Control Devices (MUTCD), manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated herein conforming to applicable sections of the General Provisions and Special Provisions.

## 1000-11 DAMAGES AND PRE-EXISTING CONDITIONS

The Contractor shall be responsible for all damages caused by the Contractor's construction operations. The Contractor shall provide all resources required to restore damaged facilities, systems or equipment to their original condition at no additional cost to the City.

The Contractor shall perform a survey of pre-construction conditions in the vicinity of the Contractor's construction activities, utilizing photographs or video recordings, and other means as necessary to document existing damage or conditions. This survey will assist in resolving any damage claims against the City and the Contractor during and after construction.

Provide a copy of the survey to the City before construction begins.

This is a general requirement and will be considered as included in the Mobilization/Demobilization item of Work per Task Order, no additional payment will be made therefor.

1001 MOBILIZATION/ DEMOBILIZATION
(Not a Bid Item)

1001-1 MOBILIZATION - Mobilization shall consist of preparatory Work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for Work on the Project; and for all other Work and operations which must be performed or costs incurred prior to beginning Work on the various Contract items on the Project site.

1001-2 DEMOBILIZATION - Following completion of all Contract Work, demobilization shall include all activities and costs for transportation and removal of personnel, equipment, and supplies not required or included in the Contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this Contract.

The Contractor shall perform a survey of post-construction conditions in the vicinity of the Contractor's construction activities utilizing photographs or video recordings. Provide a copy of the post-construction survey to the City after the completion of the project.

1001-3 MEASUREMENT AND PAYMENT

Mobilization and demobilization, shall be paid for a lump sum (LS) price per "Task Order" issued by the Project Manager.

The Contractor shall be paid three and a half percent (3.5%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for mobilization and demobilization. All mobilization and demobilization cost beyond the allocated percentages shown above shall be considered included in the items in which mobilization and demobilization is used.

Payment shall be billed in the same percentage as WIP.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1002 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY
(Not a Bid Item)

Traffic control and public convenience and safety shall be provided by the City Contractor in accordance with Section 1505 of these Special Provisions.

Payment for traffic control, which includes portable changeable message sign, construction signing, and traffic maintenance, shall be made at the lump sum (LS) price per a “Task Order” issued by the Project Manager:

The Contractor shall be paid four percent (4%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control And Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP), for Traffic Control and Public Convenience and Safety. All traffic control cost beyond the allocated percentages shown above shall be considered included in the items in which traffic control is used.

NOTE: Classification of streets can be found at the Appendix: E of the Special Provisions.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1003 STORM WATER POLLUTION PREVENTION PLAN
(Not a Bid Item)

The City Contractor will provide storm water and erosion control measures as necessary for on-call projects in accordance with Section 1800 of these Special Provisions.

The Contractor shall be paid one half percent (0.5%) of the total cost of Task Order excluding Mobilization/demobilization, Traffic Control and Public Convenience and Safety, and Storm Water Pollution Prevention Plan (SWPPP) for the Work of preparing, implementing, inspecting, maintaining and removing the SWPPP on a lump sum (LS) basis per a “Task Order” issued by the Project Manager. All storm water pollution prevention plan cost beyond the allocated percentage shown above shall be considered included in the items in which SWPPP is used.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1004 EXISTING UTILITY FACILITY

1004-1 SCOPE

The Contractor shall protect manhole covers, water valve covers, survey monuments, and grates of existing facilities. If necessary, they will be adjusted to

grade by respective utility companies, unless noted on the plans and bid proposal as part of this Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. On covers needing grade adjustment, the Contractor shall mark the location of all existing covers by scribing a cross in the new surface course. The cross mark shall be clear and legible after final rolling.

Curb markings for referencing the location of existing water valves, manholes and survey monuments shall be limited to 100 square inches at each location. Such markings shall be made with white paint backgrounds with black lettering. Any paint markings not in conformance with the above requirement shall be completely removed by the Contractor prior to completion of the Project.

The location of the existing underground utilities have been located in the field or obtained from the best available records. The Contractor shall assume the sole responsibility for confirming the exact locations of these facilities and protecting same from harm.

Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

1004-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Protect overhead power lines in the vicinity while operating heavy equipment such as a crane, backhoe and so forth.

B. Protect in-place all utilities intersecting the new lines and lateral lines that are in close proximity, especially gas, telephone lines, cable TV, including sewer lateral and water service lines. Protection shall include providing adequate support when necessary of lines crossing above said lines. The Contractor shall bear the entire cost of repairing or replacing any utilities damaged during the progression of the Work.

C. Removal and disposal of existing concrete bulkheads.

D. Protect existing sewer laterals, and if damaged, Contractor shall repair or replace at its own cost.

E. Protect existing water service lines, and if damaged, Contractor shall repair or replace at its own cost.

F. Protect existing trees at the sidewalk and walkway.

G. Protect water meter box, and other utility fixtures.

H. Protect all private utility company's boxes, meters, backflow devices, and other structures.

1004-3 MEASUREMENT AND PAYMENT

Payment for Miscellaneous and Existing Facilities items A thru H shall be included in the prices bid for the various items of Work involved and no additional payment will be made therefor.

1005 CHANGES INITIATED BY THE AGENCY.

1005-1 CONTRACT UNIT PRICES.

1005-1.1 GENERAL.
Greenbook Section 7-3.5.1, which is not incorporated, shall be completely replaced with the following:

The quantities identified in the Bid Worksheet are estimates and will vary by worksite or grouping of work sites for each specific work or purchase order issued. The work site locations will be varied locations throughout the entire City. If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans, Specifications, or Special Provisions the City will adjust the total payment to be made for the item of Work by multiplying the bid item quantity authorized and installed by the Contract Unit Price.

Greenbook Sections 7-3.5.2 and 7-3.5.3 do not apply to this Contract.

1005-1.2 INCREASES OF MORE THAN 25%.
Greenbook Section 7-3.5.2 is not incorporated. This subsection is deleted.

1005-1.3 DECREASES OF MORE THAN 25%.
Greenbook Section 7-3.5.3 is not incorporated. This subsection is deleted.

1100 STREET

1101-1102 NOT USED

1103 CLEARING AND GRUBBING

1103-1 SCOPE

Clearing and grubbing shall be performed in accordance with Section 300-1 in the SSPWC and the modifications described herein. Unless otherwise specified, the area shall be cleared of all debris and objectionable materials as called out in the plan and as directed by the Engineer.

1103-2 CONSTRUCTION

Clearing and grubbing shall be performed in accordance with Section 300-1 in the SSPWC and the modifications described herein.

Clearing shall consist of the trimming of trees, removal of brush, weeds, stumps, timber or logs, trash, and other objectionable material and debris.

Grubbing shall consist of the removal of sod, grass, stumps, partially buried logs, above ground roots, vegetation, and other objectionable material on the ground surface.

The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances, and services necessary for the execution and completion of all clearing and grubbing Work described herein as directed by the Engineer.

1103-2.1 CUTTING TREES AND STUMP REMOVAL

Before any tree is cut down, the tree shall be completely "topped" in an accepted manner approved by the Engineer so as to protect all utilities, public and private properties. The Contractor shall be responsible for removing branches, foliage, etc., from the construction site as soon as the tree has been cut. If any curb, sidewalk, wall, street, etc., is damaged during the removal of a tree, the Contractor shall replace the damaged portions at his/her own expense as directed by the Engineer.

Stumps shall be removed to a minimum depth of twelve inches (24") below finished grade. The stumps shall be removed by a "stump router" or any other manner as approved by the Engineer. If the portion of curb and sidewalk is in good condition at the stump and the Contractor removed the stump by other means than a "stump router" and damages the curb and sidewalk, the Contractor shall replace same at his/her own expense. If the Engineer determines that the stump cannot be removed without damaging the curb and/or sidewalk, the City will bear the cost of replacing the curb and sidewalk

1103-3 MEASUREMENT AND PAYMENT

Clearing and grubbing shall be paid for at a square yard (SQYD) price as indicated in the Bid Sheets.

The Contract square yard price paid for clearing and grubbing shall include full compensation for furnishing all labor, tools, equipment, and incidentals for doing all the Work involved in clearing and grubbing, including removal and disposal of the resulting materials off the Work site as shown on the Plans or as directed by the Engineer, and as specified in these Specifications and Special Provisions.

Payment for removal of trees and/or stumps will be made at the Contract unit Price per size of diameter or range of diameter sizes of the trunk. Such payment shall constitute full compensation for furnishing all labor, materials, tools & equipment, and services including backfilling, removal and disposal of the resulting materials off the Work site and all incidentals to complete the Work.

1105 SUB GRADE PREPARATION

1105-1 SCOPE

Sub grade preparation shall be performed in accordance with Section 301-1 in the SSPWC and the modifications described herein.

After excavation to the dimensions directed by the Engineer, the existing sub-grade shall be compacted to 95% relative compaction under concrete repairs and 95% relative compaction under pavement repairs. Sub grade for sub base or base material shall not vary more than 0.05 foot from the specified grade and cross-section.

The following shall be added at the end of the first paragraph of Section 301-1.2 of the SSPWC: “Operation of construction equipment on prepared sub grade shall be kept to a minimum. Only equipment required for completion of the Work shall be operated on the job site (e.g. motor graders, water trucks, steel drum compaction equipment, etc.).”

The first sentence of the second paragraph of Section 301-1.2 of the SSPWC shall be amended to read: "After rough grading has been completed, the roadbed shall be loosened to a depth of at least 12 inches unless directed by the Engineer to loosen the soil to a lesser depth."

The following shall be added to the second paragraph of Section 301-1.2 of the SSPWC after the second sentence: "All weeds and deleterious materials shall be removed from the loosened soil."

The following shall be added to the second paragraph of Section 301-1.3 of the SSPWC: "The term 'firm, hard and unyielding' shall mean that when the heaviest construction and hauling equipment and/or a fully-loaded 2,500 gallon water truck, whichever is heavier, drives over the sub grade, no visual movement or deformation shall occur either before or during the pavement construction."

The following shall be added at the beginning of the first paragraph of Section 301-1.4 of the SSPWC: "The soil shall be shaped to a neat and smooth surface. Where paving is to be placed adjacent to gutters, the sub grade shall be graded so that after the surfacing is placed, the top of the surfacing shall be 3/8 inch above the gutter lip."

## 1105-2 SOIL STERILIZATION

Soil sterilant shall be applied in all areas where cold joints are formed between asphalt; Portland cement concrete; or between asphalt and Portland cement concrete and where asphaltic concrete paving is to be placed directly on base or sub grade materials, including but not necessarily limited to the construction of curb; gutter; sidewalk; driveway; and street and alley paving.

The base or sub grade shall be sterilized after completion of grading and compaction. The sterilant shall be Bare Spot Monobar Chlorate Granular by J. R. Simplot or equal.

## 1105-3 GRADING OF AREAS NOT TO BE PAVED

Roadway areas where “grade only” is called for on the Plans shall be graded to meet tolerances for base subgrade. The surface shall be constructed to a straight grade from the finish pavement or curb elevations shown on the Plans to the elevation of the existing ground at the extremities of the area to be graded.

1105-4 MEASUREMENT AND PAYMENT

Payment for preparing a subgrade will be considered as included in the item of Work for which the subgrade is prepared for, no additional payment will be made therefor.

1106 NOT USED

1110 COLD MILLING/COLD PLANING ASPHALT CONCRETE PAVEMENT

1110-1 SCOPE

Cold milling shall be performed in accordance with Section 404 in the SSPWC.

The existing pavement shall be cold milled as indicated on the drawings. The Work shall include removal of existing pavement to the specified thickness and creating transition wedges at the edges of overlays. Pavement adjacent to existing gutters, median curbs, cross gutters or at the ends of overlays, at equipment crossings and at bridge approaches shall be cold milled as specified herein. Limits of cold milling will be determined by the Engineer prior to construction.

The depths and dimensions of the cold milling and/or cold planning (key cuts) are designated on the Plans. In some cases the required depth or locations designated may include the cold milling of Portland Cement Concrete. Pavement to be cold milled may contain pavement fabric.

Cold planing/key cut asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planing.

All loose pavement fabric left in between pavement after milling shall be removed.

Contractor shall protect in place existing utility covers and their concrete collars while removing the existing asphalt concrete (AC) on top of concrete collar by any means before AC overlay as shown on the Plans.

A temporary wedge patch of cold mix asphalt shall be placed at all transverse keycuts or cold milled areas on the same day they are cold milled to reduce and minimize the abrupt change of pavement profile. The minimum wedge length shall be 5 feet of wedge length for each 1 inch of vertical drop-off or grade differential.

On longitudinal mills where pedestrian or vehicular traffic can be expected such as driveways and handicap access ramps, a temporary wedge patch of cold mix shall also be placed on the same day as the cold milling is performed. All cold patch wedges shall be a minimum of 2 feet wide or wider, if necessary, for the public safety. The Contractor shall maintain the wedges until permanent paving is installed.

All areas which are cold milled shall be finished paved within 14 Calendar Days.

Asphalt paving and/or overlay procedure including asphalt concrete quantities are covered in Section 1150 of these Special Provisions.

The cold wedges shall be installed immediately after cold milling and cleaning of cold milling debris. Traverse cold wedges shall be reviewed daily by Contractor and maintained on daily basis.

If failure to place or maintain cold wedges causes a public hazard, the Engineer shall have the right to correct any location at any time without the Contractor's notification, consent, or agreement. Contractor shall be responsible for all costs incurred by the City to eliminate a public hazard caused by the Contractor's failure to properly maintain the specified cold wedges.

## 1110-2 EQUIPMENT

The machine used for milling is per Subsection 404-2 of the SSPWC. In addition, the Contractor's attention is directed to Subsection 3-12.2 "Air Pollution Control" of the Standard Specifications.

## 1110-3 MEASUREMENT AND PAYMENT

Cold milling will be measured along the edge of the adjacent curb, gutter, cross gutter, or pavement, and shall be paid per the Bid Sheets "Cold Mill AC Pavement (2" Max) or (3" Max)" item at the Contract Unit Price per square yard (SQYD) as shown in the bid.

Payment will be made at the unit price per Bid Sheets on the basis of actual measured quantities of cold milling completed in accordance with the Plans and these Special Provisions. Such payment shall be considered full compensation for providing all labor and equipment and performing all Work related to cold milling, including removal of pavement markers/striping/markings, dust control, lowering of manhole/vaults/valve/survey monument covers and disposal of the removed material.

# 1120 UNCLASSIFIED EXCAVATION

## 1120-1 SCOPE

Unclassified excavation shall consist of all roadway excavation unless separately designated. This includes excavation of concrete pavement and/or asphalt concrete pavement, aggregate base, cement treated base, and sub grade soils in roadway areas to be constructed or reconstructed and excavation of failed areas to be repaired. Not less than two Working Days prior to beginning removals and excavation, the Contractor shall clearly mark the limits of Work for review and approval by the Engineer. Removal of soft or unstable soils that are encountered underlying proposed concrete pavement and/or asphalt concrete pavement reconstruction areas shall be unclassified excavation. Excavated material shall be disposed of off site in a legal manner at the Contractor's expense.

If tree roots are present, removal will be performed per Subsection 1142-3 of these Specifications and Special Provisions.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense.

Bituminous pavement and concrete pavement shall be removed to neatly sawed edges with saw cuts to clean straight lines or parallel to the alignment of the roadway.

All excavation related to concrete and/or subgrade removal for the construction of median curb, sidewalk, curb and gutter, ribbon gutters, driveways, and cross gutters and spandrels, ADA ramps, curbs and other bid items that specify removal shall be included in the unit price of those bid items and not a part of unclassified excavation.

Operation of trucks and equipment on excavated sub grade surface shall be kept to a minimum. Excavations shall be performed with a track mounted excavator or track mounted loader unless otherwise directed by the Engineer. Operation of trucks used for hauling unclassified excavated spoils shall be on unexcavated portions of the street and/or alley.

1120-2 UNSUITABLE MATERIAL

In the event that unsuitable material is encountered, it shall be removed and replaced in accordance with these Special Provisions and as directed by the Engineer.

Unsuitable material is defined as material the Engineer determines to be:

A. of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or

B. too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the Work; or

C. otherwise unsuitable for the planned use.

Areas of unsuitable material shall be excavated to the limits designated by the Engineer and replaced as determined by Engineer. The Contractor shall employ excavation means and methods which do not worsen the sub grade condition during construction. The Contractor will not be paid for over-excavation.

1120-3 SUB GRADE PREPARATIONS

After excavation to the dimensions directed by the Engineer, the Contractor shall set string line or stakes at the centerline and edge of each Street and/or alley segment to visually represent completed finished surfaces. The Engineer and the Contractor shall then review the Project and adjustments shall then be made to

the design grades as directed by the Engineer. Following approval of grades by the Engineer, existing sub grade shall be prepared in accordance with Article 1105 “Sub grade Preparation” of these special provisions.

For excavated unsuitable areas, the bottom of the unsuitable excavation shall be rolled with a small static steel wheel roller to create a relatively uniform surface. No compaction or moisture conditioning of soils under unsuitable materials shall be performed.

1120-4 MEASUREMENT AND PAYMENT

Payment for Unclassified Excavation shall be paid per the Bid Sheets, “Unclassified Excavation” item at the Contract Unit Price per cubic yard (CY).

Payment shall include all costs associated with excavation, saw cutting, and disposal of excess material and preparation of the sub grade.

1130 AGGREGATE BASE

1130-1 SCOPE

Aggregate base shall be placed in areas where unsuitable material has been excavated under AC pavement, concrete pavement, and concrete repair areas and where called for by the Plans and these Special Provisions.

1130-2 MATERIAL

Aggregate base shall conform to the ¾” Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

1130-3 CONSTRUCTION

Aggregate base shall be installed in accordance with Section 301-2 “Untreated Base” of the SSPWC and section 1105 Subgrade Preparation of these Special Provisions.

The Contractor shall use care when distributing, shaping, and compacting aggregate base to prevent damage and pumping of sub grade soils. Trucks and loaders may be operated only on previously placed base courses only.

1130-4 MEASUREMENT AND PAYMENT

Aggregate base shall be paid per the Bid Sheets, “Class 2 Aggregate Base” item at the Contract Unit Price per ton (TON).

The Contract Unit Price bid for Furnish And Install Class 2 Aggregate Base shall include full compensation for furnishing all labor, material, tools, traffic control and other safety devices, and equipment necessary to complete the Work including all spreading and grading, shaping, placing, compacting or consolidating, or other Work that is required under this subsection.

## 1142 PREPARATION OF FAILED AREAS
(Not a Bid Item)

### 1142-1 SCOPE

Two principal methods of repairing asphalt pavement:

1. Remove and replace defective pavement with surface or base material. These repairs are called “dig-outs” or “mill and fill” according to the method used.

The Work consists of removal of failed area and replacement with hot mix asphaltic concrete and aggregate base, if required.

2. Cover the defective area with thin layer of AC material, to renew the surface, seal the defective area, and stabilize the affected pavement as shown on the Plans or as directed by the Engineer. These repairs are called “overlay patching” or “skin patching”.

### 1142-2 MATERIALS

Asphalt concrete for "dig out and patch" shall be Type III (DGAC-C2 PG 64-10) for lifts less than 2 inches and for the surface course. Base course lifts in excess of 2 inches may be Type III (DGAC-B2 PG 64-10). For skin patching, leveling course, and crackfilling longitudinal cracks, asphalt concrete shall be Type III (DGAC-D2 PG 64-10). Tack coat shall be Grade SS-1h emulsified asphalt.

Aggregate base shall conform to the ¾” Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

### 1142-3 CONSTRUCTION METHOD

Within the areas marked for dig outs, the existing pavement shall be saw cut full depth and removed. If a cold planer is used for excavation, saw cutting is not necessary. The pavement shall be reconstructed with asphalt concrete to the thickness shown on the plans, and compacted as specified in Subsection 302-5.6.2 of the SSPWC. The edges of the existing pavement shall be tacked with an emulsion.

Contractor shall remove existing tree roots adjacent to and under all damaged pavement to a depth of 12 inches below the pavement sub grade. Prior to tree root excavation and removal, the Contractor shall contact the Project Engineer. No Work shall be performed on trees by the Contractor without prior approval from the Project Manager. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired at the Contractor’s expense.

Roots shall be cut by hand (i.e. chain saw, hand pruner, hand saw, axe, etc.) or a root pruner such as, Dosko Model RC 14SP or equal, to the limits of the pavement repairs prior to physically removing the roots. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited. Any

damage done to adjacent pavement or other improvements due to the failure to sever roots at the limits of the pavement repair shall be repaired at the Contractor's expense.

The area where roots have been removed shall be backfilled with pulverized material consisting of crushed asphalt concrete and aggregate base or Class 2 Aggregate Base. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 95% relative compaction.

Soil sterilization shall be performed in accordance with Section 1105-2 of these Special Provisions.

The repaired areas shall conform to the surrounding pavement so that no bumps or dips are evident. Any resulting bumps or dips shall be corrected to the satisfaction of the Engineer or representative.

The maximum area to be considered as a dig-out to remove and replace the failed area is 500 square feet for a single location. Areas over 500 square feet shall be considered as pavement reconstruction.

1142-3.1 SKIN PATCHING

Skin patching or overlay patching is a process in which additional material is added to cover up the distressed area. Typically, a thin layer of hot mix asphalt (HMA) can be applied over segments of pavement that exhibit more surface related distress/distortion.

- The area to be patched is cleaned of debris.
- The entire surface should be tacked. A diluted tack coat emulsion is applied at a rate of approximately 0.1 gal/sq. yd
- The HMA is laid over the surface and spread using a tow-behind paver or spreader box. The finish surface shall be smooth and leveled. Borders shall be flushed with existing surface.
- The HMA is then initially compacted using a vibratory roller, subsequent compaction with a pneumatic roller and finished with a steel roller.

1142-4 MEASUREMENT AND PAYMENT

Payment for the preparation of failed areas will be included in the items of Work for which it is prepared for and no additional payment will be made thereof.

1147 ASPHALT CONCRETE PULVERIZATION AND GRADING

1147-1 SCOPE

The work shall consist of pulverizing the existing asphalt concrete pavement and base to form a crushed base consisting of broken and crushed asphalt concrete and aggregate base. This pulverized material shall then become the base material for the new asphalt concrete pavement. The pulverized base shall be graded as shown on the typical sections.

1147-2 MATERIALS

The recycled aggregate base material shall be uniformly graded and shall comply with the requirements of SSPWC Subsection 200-2.8.3.

The quality characteristics of pulverized roadbed must comply with the requirements shown in Table 200-2.8.4 of SSPWC.

1147-3 CONSTRUCTION

Pulverization, spreading, compacting and grading shall be performed in accordance with SSPWC Subsection 200-2.8.1 and these Specifications and Special Provisions.

Pulverizing equipment shall comply with SSS Section 30-2.03.

Graded material shall be compacted to 95% relative compaction.

Maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor hot mix asphalt (HMA).

Unsuitable material shall be removed and replaced in accordance with 1120-2 as specified in this Special Provisions or as directed by the Engineer.

1147-4 MEASUREMENT AND PAYMENT

Asphalt concrete pavement pulverization will be measured by the cubic yard of materials pulverized where the thickness is specified or as shown on the plans and shall be paid per the Bid Sheets, “AC Pavement Pulverization” item at the Contract Unit Price per cubic yard (CY).

The Contract Unit Price bid for AC Pavement Pulverization shall include full compensation for furnishing all labor, material, tools, traffic control and other safety devices, and equipment necessary to complete the Work including the pulverizing, initial grading, mixing, compaction, final grading, including removal and disposal of excess pulverized base, and other Work that is required under this subsection.

1149 CEMENT STABILIZED PULVERIZED BASE

1149-1 SCOPE

This work shall consist of pulverizing existing asphalt concrete pavement, base material, and subgrade soil to the depth shown on the Plans, adding Portland cement, mixing, wetting, and compacting the mixed material to the required density. This item applies to natural ground, embankment or existing pavement structure, and shall be constructed as specified herein and in conformity to the typical sections, lines and grades as shown on the plans or as established by the Engineer .

Cement treatment shall not be mixed or placed when the air temperature is below 40 degrees F and falling. Cement application, mixing, and spreading shall be performed in accordance with Section 301-3.2.5.3 of the SSPWC.

1149-2 MATERIALS

Soil shall consist of approved material free from vegetation or other objectionable matter encountered in the existing roadbed and other acceptable material used in the preparation of the roadbed in accordance with this specification and/or in accordance with Section 301-3.2.2 of the SSPWC.

Portland cement shall conform to the provisions of Section 201-8.2.2 of the SSPWC and to the requirements of ASTM Designation C 150.

The Contractor, at his option, may use bulk cement, provided the apparatus for handling, weighing and spreading the cement is approved by the Engineer. Otherwise, cement shall be delivered in original unopened sacks marked with brand, type, and weight.

Water shall be free from substances deleterious to the hardening of the cement treatment and shall meet the requirements of Section 201-1.2.3 of the SSPWC.

The ratio of cement to soil will be based on the recommended range of 7 to 8 percent by weight. The percentage of moisture in the soil, at the time of the cement application shall not exceed the quantity that will permit the uniform and thorough mixture of soil and cement during the dry mixing operations and shall not exceed the specified optimum moisture content for the soil cement mixture, as determined by ASTM Method D558.

1149-3 EQUIPMENT

Equipment necessary for proper construction of the work shall conform to the Section 301-3.4.4 of the SSPWC.

Portland cement treatment for materials in-place may be constructed with any machine or combination of machines and auxiliary equipment that will produce the results as outlined in this specification.

Mixing may be accomplished by a multiple-pass traveling mixing plant or a single-pass traveling mixing plant.

The equipment provided by the Contractor shall be operated by experienced and capable workmen and shall be that necessary to provide a cement treatment meeting the requirements herein specified.

1149-4 CONSTRUCTION

Portland Cement Stabilized Grade shall be performed in accordance with Section 301-3.4 of the SSPWC, Plans and these Special Provisions.

It is the primary requirement of this specification to secure a completed course of treated material containing a uniform Portland cement mixture free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and with a smooth surface suitable for placing subsequent courses. It shall be the responsibility of the Contractor to regulate the sequence of his work, to process a sufficient quantity of material to provide full depth as shown on the plans, to use the proper amount of Portland cement, maintain the work and rework the courses as necessary to meet the above requirements.

Pulverization shall be in accordance with Section 301-3.4.6 of the SSPWC.

The sequence of Work for production of Cement Stabilized Pulverized base shall be in accordance with Section 301-3.4.5 of the SSPWC.

Before other construction operations are begun, the subgrade shall be prepared in accordance with Section 301-3.2.4 of the SSPWC.

Portland cement shall be spread uniformly on the soil in accordance with Section 301-3.4.8 of the SSPWC.

The soil-cement shall be uniformly compacted to not less that 95 percent of relative compaction and in accordance with Section 301-3.4.10 of the SSPWC.

At the end of each day's construction, a straight transverse construction joint shall be formed in accordance with Section 301-3.4.11 of the SSPWC.

The Contractor shall be required, within the limits of his contract, to maintain the cement treated course in good condition until the placement of the overlying asphalt concrete base course in accordance with Section 301-3.4.14 of the SSPWC.

1149-5 MEASUREMENT AND PAYMENT

Payment for Portland Cement Stabilized Subgrade shall be paid per the Bid Schedule of Work and Prices, "Portland Cement Stabilized Pulverized Base" item at the Contract Unit Price per cubic yard (CY), or per square yard (SQYD) of finished surface for each thickness specified or shown on the plans.

The Contract Unit Price shall be considered full compensation for furnishing all labor, material, tools and equipment, and all incidentals necessary to complete the work including soil pulverizing, initial grading, mixing, spreading, shaping, compacting, final grading, curing, and including the removal and disposal of excess pulverized base material.

Payment for Portland cement will be made at the Contract Unit Price per ton (TON), the unit price shall include furnishing and spreading. The basis of payment shall be the net weight of Portland cement used to produce the CSPB for the Work.

1150 ASPHALT CONCRETE TYPE III (DGAC PG 64-10)

## 1150-1 SCOPE

Asphalt concrete construction shall be performed in accordance with the Plans, Subsection 302-5 of the SSPWC, and these Special Provisions.

The Work to be performed in accordance with this section includes the furnishing of all materials and the placing of asphalt concrete for roadway pavements and placing of asphalt concrete leveling course for pavement preparation.

The Work consists of furnishing all labor, equipment, materials and performing all required operations to provide a complete item in accordance with the Project Plans and these Specifications.

## 1150-2 MATERIALS

The class of AC aggregate grading shall be Type III (DGAC-B2 PG 64-10) for base courses, Type III (DGAC-C2 PG 64-10) for the surface course, and Type III (DGAC-D2 PG 64-10) for the leveling course and/or skin patching.

The Contractor shall furnish to the Engineer, at least ten (10) Working Days prior to the start of Work, a list of its sources of materials together with a Certification of Compliance, indicating that materials to be incorporated in the Work fulfill the requirements of these Specifications and a job-mix-formula for the asphalt concrete. The Certification of Compliance shall be signed by the material supplier or its representative. It is the intent of these Specifications that materials to be incorporated in the Work must meet the requirements of the Specifications after incorporation in the paved areas shown on the Plans. The Contractor shall be responsible for all costs associated with the required job-mix-formula.

The job-mix-formula shall indicate the percentage passing for each specified sieve size and the percent asphalt to be used for each asphalt concrete mixture to be incorporated on the Project. The job-mix-formula, with allowable tolerance for a single test, shall be used for job control. In no event shall there be less than 2 percent passing the No. 200 sieve. The job-mix-formula shall include test results for stability and compacted unit weight for the designated oil content.

The Engineer shall have the right to obtain samples of all materials to be used in the Work and to test such samples for the purpose of determining compliance with the Specifications. The City reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The City shall also have the right to inspect sources of materials to be used in the Work to determine workmanlike procedures used for the materials supplied.

No prime coat or fog seal shall be required.

Aggregate for asphalt concrete shall conform to Section 203-6.2 of the SSPWC. The air void content shall be 4% (minimum) - 5% (maximum).

## 1150-3 LAYOUT

The Contractor shall lay out and mark the locations of the edges of the paving passes of the surface course and stake finish grade elevations along all pavement edges (e.g. walls) where the finished surface is not controlled by header board or concrete surfaces. Pavement layouts and staking shall be reviewed and approved by the Engineer at least 24 hours prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, and then the through lane shall be hot lapped immediately after the shoulder paving.

For paving which incorporates new quarter points or grade breaks due to key-cuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual quarter point or grade break.

The Contractor shall take sufficient measurements during lay down to assure that the full design asphalt concrete layer depth is provided at each quarter point, grade break, or transition. Failure to provide the design depth at these areas will result in rejection of the Work. Correction of this rejected Work will include milling out the new asphalt concrete from the road edge to the gutter lip and repaving. The minimum length of the milled and corrected area shall be fifty feet.

### 1150-3.1 EXISTING PAVEMENT PREPARATION FOR OVERLAY

Repair pavement failures and perform crack repair in accordance with Section 1142 of these Special Provisions.

Cold milling and/or cold planing (key-cut) is a method used to ensure that the asphalt edges at concrete abutments such as approaches, sidewalk ramps, curbing, gutters, and drainage basins have smooth transitions.

Remove thermoplastic traffic stripes, pavement markings, raised pavement markers, and any loose remains of broken down/destroyed concrete curbs or AC dike/berm prior to overlay.

Existing surfaces to receive hot mix AC must be clean prior to installation, any loose debris and oil spots shall be removed with wire brushes or other methods to avoid bleeding through the new hot mix pavement.

## 1150-4 DISTRIBUTION AND SPREADING

In addition to the requirements of Subsection 302-5.5 of the SSPWC, the following provisions apply:

Asphalt concrete shall be placed with spreading equipment having fully automatic screed and grade sensing controls, which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with these provisions. Unless otherwise approved by the Engineer, ski type devices, with a minimum length of 30 feet, shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along with the length of the ski, is maintained at the sensor point. When placing in conformance with these provisions a joint matching shoe, of adequate size and type to properly sense the grade of the previously placed mat, may be used in the lieu of the 30-foot ski.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

Should the automatic screed controls fail to operate properly during the day's Work, the Contractor may use manual control of the spreading equipment for the remainder of that day, provided the quality of the Work conforms to the requirements of Subsection 302-5 of SSPWC. The paving operations shall be temporarily discontinued and the Contractor shall make the necessary changes to the equipment, or furnish other equipment conforming to the requirements herein, before paving is resumed on another day.

If it is determined by the Engineer that the existing grade and cross slope is too irregular for the automatic controls to provide the quality of Work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of the automatic equipment shall be resumed when the Engineer has determined that it is again practical and so orders.

For full depth asphalt concrete pavement, the base course, if greater than 4 inches in thickness, may be spread with a motor grader. Asphalt concrete shall be laid in course not exceeding 4”. The leveling and surface course shall be placed with a paving machine as described in Subsection 302-5.5 of the SSPWC.

No greater amount of the mixture shall be delivered in any one day that can be properly distributed and rolled during that day.

## 1150-5 ROLLING

The Contractor shall comply with the requirements of Subsection 302-5.6 of the SSPWC.

## 1150-6 SAMPLING

The Engineer may sample the asphalt concrete from the mat behind the paving machine, the delivery truck, windrow, or paving hopper. The Contractor shall facilitate the sampling process.

1150-7 TACK COAT

A Tack Coat of Thermoplastic Polymer Modified No Track Tack shall be applied to the areas to be surfaced in accordance with the following:

General:

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic polymer modified asphalts and thermoplastic resins. The material is applied at 325-425°F with a distributor truck at typical application rates of 0.08-0.15 gal/sy. The exact rate will be determined by surface conditions.

Materials:

Thermoplastic Polymer Modified No Track Tack

The Thermoplastic Polymer Modified No Track Tack shall be a blend of asphalt, elastic polymers and thermoplastic resins. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria.

| Test | Method | Typical Properties | Specification |
|---|---|---|---|
| Softening Point °F | D36 | 165 | 160-180 |
| Penetration @ 77°F 100g, 5sec, Dmm | D-5 | 16 | 10 Minimum |
| Brookfield Viscosity @ 275 °F cPs | D4402 | 975 | 3000 Maximum |
| Brookfield Viscosity @ 350°F cPs | D4402 | 185 | 300 Maximum |

General: Immediately prior to the application of the Thermoplastic Polymer Modified No Track Tack, the surface shall be cleaned in order to insure adequate adhesion of the seal to the pavement.

All vegetation/weeds on pavement surfaces to receive the Tack Coat shall be removed completely. An herbicide shall be applied to all vegetation within the pavement area only a minimum of 7 Calendar Days prior to the tack coat operation, or as recommended by the herbicide manufacturer. The Contractor shall be responsible for following the herbicide manufacturer's directions for proportioning, application rate, safety precautions, personnel protective equipment, and cleanup.

The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 72 hours after application before applying tack coat.

Weather Limitations: The Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F and rising. NO material shall be applied when rain is imminent.

Application: The Thermoplastic Polymer Modified High Performance Seal (TPMHPS) shall be heated slowly between 325-425°F. At no time shall the product be heated above 450°F. The product shall be applied through a distributor truck equipped with a heating unit. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the TPMHPS material within ± 0.05 gallons per square yard tolerance of the specified application rate and give a uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device, and thermometer.

Application Rate: The application rate shall be between 0.08 to 0.15 gallons per square yard. The application rate shall be determined by the prevailing surface conditions and the Engineer. The Contractor shall coordinate the tack spread rate 48 hours prior to construction to calculate the quantity required for the Project.

The Inspector shall approve all surfaces that will require tack coat to assure that they have been properly cleaned and prepared prior to the tack coat application.

Any tack material deposited on concrete surfaces not to be overlaid with asphalt concrete will be removed within five (5) Working Days or the City will cause the Work to be done and any cost incurred shall be deducted from Contract retention monies due.

1150-8 COMPACTION

The third paragraph of Section 302-5.6.2 of the SSPWC shall be deleted and not incorporated. Additionally, the following requirements shall apply:

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall compact the asphalt concrete to an average density of 96.5 percent and a minimum density at any test location of 95.0 percent relative compaction. The compaction shall be computed for each lot, with a maximum lot size of 750 tons. Each street segment of less than 500 tons shall be its own unique lot.

Compaction shall be determined using a nuclear gauge in accordance with CTM 375. A minimum of 10 test locations shall be taken for each 750-ton lot. Smaller lots shall be tested at the rate of one test per 50 tons with a minimum of three tests for any lot. If compaction fails by nuclear methods, then core density/nuclear gauge correlation (CTM 308) and/or core densities (CTM 308, Method A) shall be used to establish compaction.

When core density is used to determine compaction, cores that meet or exceed the minimum specified density of 95.0 percent and/lots that meet or exceed the 96.5 percent average compaction requirement shall be paid for by the City. Failing cores (either individual or entire lots) shall be paid for by the Contractor. If

the core density testing produces both passing and failing cores, the cost will be prorated between the City and Contractor.

Compaction failing to meet the above criteria shall be subject to the following payment reductions and the payment shall apply to each 750-ton lot:

| Compaction Range | Payment Percentage |
|---|---|
| 96.5% and above | 100% |
| 95.5% to 96.49% | 95% |
| 94.5% to 95.49% | 90% |
| 93.5% to 94.49% | 80% |
| 93.49% and below | Remove and Replace |

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of asphalt concrete shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas that have cooled.

After compaction, the surface texture of all handwork areas shall match the surface texture of the machine placed mat. Any course or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of asphalt concrete placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

1150-9 COMPACTION AT BRIDGE STRUCTURES AND “SENSITIVE LOCATIONS”

Vibratory rollers cannot usually be used to compact asphalt on bridges and “sensitive locations”, including residential neighborhoods with underlying CIP/ACP waterline structures, due to the potential for vibration damage to the bridge and underlying waterline structures.

The City has required the Contractor to utilize oscillatory roller on areas identified by the Engineer as shown on the Plans.

1150-10 MEASUREMENT AND PAYMENT

Asphalt concrete, complete and in place, shall be paid per Bid Sheets. The Asphalt Concrete, Type III (DGAC-C2/ B2/D2 PG 64-10) item shall be paid at the Contract Unit Price per ton (TON) as shown in the Bid.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the Work including removal of traffic stripes/markings, removal of raised pavement markers, application of tack coat, distribution and spreading, rolling and compaction.

1151 ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM)

1151-1 CONSTRUCTION MATERIALS

ARAM resurfacing material shall comply with the requirements set forth in 203-12 of the SSPWC.

The Contractor shall maintain a bending worksheet and a receivable sheet for all asphalt rubber material. Copies of both sheets may be obtained from the Engineer.

Screenings shall conform to the grading requirements shown below:

**Greenbook 2012 TABLE 203-12.2.2 (A): SCREENINGS**

| Sieve Size | Percentage Passing | | |
|---|---|---|---|
| | **Coarse 1/2" (12.5mm)** | **Medium 3/8" (9.5mm)** | **Fine 3/8" (9.5mm)** |
| 3/4" (19.0mm) | 100 | 100 | -- |
| 1/2" (12.5mm) | 90–100 | 95–100 | 100 |
| 3/8" (9.5mm) | 50–80 | 70–85 | 85–100 |
| No. 4 (4.75mm) | 0–15 | 0–15 | 5–20 |
| No. 8 (2.36mm) | 0–5 | 0–5 | -- |
| No. 200 (75um) | 0–1 | 0–1 | 0–1 |

Screenings shall be "Medium" when used as ARAM Interlayer.
Screenings shall be "Fine" when used for ARAM Cape seal.

1151-2 CONSTRUCTION METHOD

ARAM resurfacing shall comply with the requirements set forth in 302-10 of the SSPWC, Plans and these Special Provisions.

All vegetation on pavement surfaces to receive the ARAM layer shall be removed completely. An herbicide shall be applied to all vegetation within the pavement area only a minimum of 7 Calendar Days prior to the ARAM operation, or as recommended by the herbicide manufacturer. The Contractor shall be responsible for following the herbicide manufacturer's directions for proportioning, application rate, safety precautions, personnel protective equipment, and cleanup.

The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 72 hours after application before sealing the cracks.

Removal of thermoplastic stripes and markings shall be done in a manner not to scar the asphalt surface more than ¼ inch in depth, if any pavement damage is caused when removing thermoplastic or raised pavement markings, it shall be the Contractor's responsibility to mill and fill these areas with a 0.17' C2 PG64-10 level with the surrounding pavement, at the Contractor's expense, prior to the ARAM being applied. The Engineer shall mark out the locations and size of all damaged areas prior to the repair being made.

All surface oil and grease shall be removed, or sealed with emulsified gilsonite or an approved equivalent, prior to application of the ARAM layer.

All cracks larger than ½" in width shall be cleaned and hot patched with asphalt concrete. Pavement damage not suited to receive cape seal shall be removed to a minimum depth of 2", cleaned, and hot patched to the design elevation, compacted to standard specification prior to the start of the cape sealing operation.

Contractor shall adhere to Subsection 302-10.4 "Public Convenience and Traffic Control" of the Standard Specifications before opening the Street to traffic. Any damage done to the pavement prior to turnover to the City shall be repaired at the Contractor's expense.

1151-3 QUALITY CONTROL

The Contractor is responsible for the quality control (QC) on the Project. Items which need to be carefully controlled include the following:

- AR Binder – The binder viscosity needs to be evaluated periodically for specification compliance.
- Aggregate. The aggregate needs to be evaluated periodically for specification compliance.
- Application Rates – Both the asphalt and aggregate application rates need to be checked daily to ensure they are within specification.

**The Contractor shall furnish to the Engineer at the time of delivery to the Work site, a Certificate of Compliance showing aggregate gradation in conformance with Greenbook screenings signed by central mixing plant sieve analysis QC, per each truckload of ARAM.**

Failure of the Contractor to provide a mixing plant sieve analysis QC certificate to the Engineer by the end of the day on which the ARAM represented by such certificate was delivered to the Work site may, at the discretion of the Engineer, result in forfeiture of payment.

The City shall have the right to obtain samples at the point of delivery and/or at the point of manufacture of all materials to be used in the Work and to test such samples for the purpose of determining specifications compliance.

The City shall also have the right to inspect sources of materials to be used in the Work to determine workmanlike procedures used for the materials supplied.

1151-4 MEASUREMENT AND PAYMENT

ARAM, complete in place, shall be paid per the Bid Sheets' Asphalt Rubber Aggregate Membrane (ARAM) item at the Contract Unit Price per square yard (SQYD), as shown in the Bid.

Unless otherwise specified, such price shall include full compensation for pavement preparation including removal of all traffic stripping and pavement markers, application of herbicide and removal of vegetation; furnishing and placing materials required, including rock dust blotter, and for all labor,

equipment, sweeping tools, and incidentals needed to complete the Work in place.

## 1152 ASPHALT RUBBER HOT MIX (ARHM-GG-C PG 64-16)

### 1152-1 SCOPE

ARHM construction shall be performed in accordance with the Plans, Subsection 302-9 of the SSPWC, and these Special Provisions.

The Work to be performed in accordance with this section includes the furnishing of all materials and the placing of asphalt rubber hot mix for roadway pavements.

The Work consists of furnishing all labor, equipment, materials and performing all required operations to provide a complete item in accordance with the Project Plans and these Specifications, including the removal of failed area (dig out) as shown on the Plans per Section 1142 of these Special Provisions.

### 1152-1.1 EXISTING PAVEMENT PREPARATION FOR OVERLAY

Repair pavement failures and perform crack repair in accordance with Section 1142 of these Special Provisions.

Cold milling and/or cold planing (key cut) is a method used to ensure that the asphalt edges at concrete abutments such as approaches, sidewalk ramps, curbing, gutters, and drainage basins have smooth transitions.

Remove thermoplastic traffic stripes, pavement markings, and raised pavement markers prior to overlay.

Existing surfaces to receive hot mix AC must be clean prior to installation, any loose debris and oil spots shall be removed with wire brushes or other methods to avoid bleeding through the new hot mix pavement.

### 1152-2 MATERIALS

Material shall be per SSPWC Subsection 203-11, Asphalt Rubber Hot Mix (ARHM) Wet Process.

### 1152-3 MIXING ASPHALT AND CRM

The first two sentences of the third paragraph of Section 203-11.4 of the Standard Specifications shall be amended to read: "The proportions of the materials, by total weight of asphalt-rubber binder, shall be 79 percent $\pm$ 1 percent combined paving asphalt and asphalt modifier, and 21 percent $\pm$ 1 percent CRM. However, the minimum amount of CRM shall not be less than 20 percent. Lower values shall not be rounded up."

### 1152-4 DISTRIBUTION AND SPREADING

The Contractor shall comply with the requirements of Subsection 302-9.3 of the Standard Specifications.

1152-5 ROLLING

The Contractor shall comply with the requirements of Subsection 302-9.4 of the Standard Specifications.

1152-6 SAMPLING

The Engineer may sample the asphalt concrete from the mat behind the paving machine, the delivery truck, windrow, or paving hopper. The Contractor shall facilitate the sampling process.

1152-7 TACK COAT

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic polymer modified asphalts and thermoplastic resins. The material is usually applied at 325-425°F with a distributor truck at typical application rates of 0.08-0.15 gal/sy. The exact rate will be determined by surface conditions.

The Thermoplastic Polymer Modified No Track Tack shall be a blend of asphalt, elastic polymers and thermoplastic resins. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

| Test | Method | Typical Properties | Specification |
|---|---|---|---|
| Softening Point °F | D36 | 165 | 160-180 |
| Penetration @ 77°F 100g, 5sec, Dmm | D-5 | 16 | 10 Minimum |
| Brookfield Viscosity @ 275 °F cPs | D4402 | 975 | 3000 Maximum |
| Brookfield Viscosity @ 350°F cPs | D4402 | 185 | 300 Maximum |

A Tack Coat of Thermoplastic Polymer Modified No Track Tack shall be applied to the areas to be surfaced in accordance with the following:

Before application of the Thermoplastic Polymer Modified No Track Tack, the surface shall be cleaned in order to insure adequate adhesion of the seal to the pavement.

All vegetation/weeds on pavement surfaces to receive the Tack Coat shall be removed completely. An herbicide shall be applied to all vegetation within the pavement area only a minimum of 7 Working Days prior to the Tack Coat operation, or as recommended by the herbicide manufacturer. The Contractor shall follow the herbicide manufacturer's directions for proportioning, application rate, safety precautions, personnel protective equipment, and cleanup.

The City Inspector shall approve all surfaces that will require tack coat to assure that they have been properly cleaned and prepared prior to the tack coat application.

The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 72 hours after application before applying tack coat.

Weather Limitations: The Thermoplastic Polymer Modified No track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F and rising. NO material shall be applied when rain is imminent.

Application: The Thermoplastic Polymer Modified High Performance Seal shall be heated slowly between 325-425°F. At no time shall the product be heated above 450°F. The product shall be applied through a distributor truck equipped with a heating unit. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the TPHPS material within ± 0.05 gallons per square yard tolerance of the specified application rate and give a uniform covering of the surface to be treated. The Contractor shall also include a tachometer, pressure gauge, and volume measuring device, and thermometer.

Application Rate: The application rate shall be between 0.08 to 0.15 gallons per square yard. The application rate shall be determined by the prevailing surface conditions and the Engineer. The Contractor shall coordinate the tack spread rate 48 hours prior to construction to calculate the quantity required for the Project.

Any tack material deposited on concrete surfaces not to be overlaid with asphalt concrete will be removed within five (5) Working Days, or the City will cause the Work to be done and any cost incurred shall be deducted from Contract retention monies due.

## 1152-8 COMPACTION

The third paragraph of Section 302-5.6.2 of the Standard Specifications shall be deleted and not incorporated. The following requirements shall apply:

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall compact the asphalt concrete to an average density of 96.5 percent and a minimum density at any test location of 95.0% relative compaction. The compaction shall be computed for each lot, with a maximum lot size of 750 tons. Each street segment of less than 500 tons shall be its own unique lot.

Compaction shall be determined using a nuclear gauge in accordance with CTM 375. A minimum of 10 test locations shall be taken for each 750-ton lot. Smaller lots shall be tested at the rate of one test per 50 tons with a minimum of three tests for any lot. If compaction fails by nuclear methods, then core density/nuclear gauge correlation (CTM 308) and/or core densities (CTM 308, Method A) shall be used to establish compaction.

When core density is used to determine compaction, cores that meet or exceed the minimum specified density of 95.0 percent and/lots that meet or exceed the 96.5 percent average compaction requirement shall be paid for by the owner. Failing cores (either individual or entire lots) shall be paid for by the Contractor. If the core density testing produces both passing and failing cores, the cost will be prorated between the City and Contractor.

Compaction failing to meet the above criteria shall be subject to the following payment reductions and the payment shall apply to each 750-ton lot:

| Compaction Range | Payment Percentage |
|---|---|
| 96.5% and above | 100% |
| 95.5% to 96.49% | 95% |
| 94.5% to 95.49% | 90% |
| 93.5% to 94.49% | 80% |
| 93.49% and below | Remove and Replace |

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of asphalt concrete shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Contractor shall make available hand torches for rework of areas that have cooled.

After compaction, the surface texture of all handwork areas shall match the surface texture of the machine placed mat. Any course or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of asphalt concrete placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

1152-9 COMPACTION AT BRIDGE STRUCTURES AND “SENSITIVE LOCATIONS”

Vibratory rollers cannot usually be used to compact asphalt on bridges and “sensitive locations”, including residential neighborhoods with underlying CIP/ACP waterline structures, due to the potential for vibration damage to the bridge and underlying waterline structures.

The City has required the Contractor to utilize oscillatory roller on areas identified by the Engineer as shown on the Plans.

1152-10 MEASUREMENT AND PAYMENT

ARHM, complete and in place, shall be paid per Bid Sheets, “Asphalt Rubber Hot Mix (ARHM-GG-C/D PG 64-16)” item at the Contract Unit Price per ton (TON), as shown in the bid.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the Work in place including removal

of pavement traffic stripes & markings, removal of raised pavement markers, application of tack coat, and compaction.

1155 CRACK SEAL

1155-1 SCOPE

The scope of the Work shall consist of cleaning and sealing asphalt concrete and/or portland cement concrete pavement cracks 1/8" wide (two nickels) up to 1 inch wide and filling random cracks larger than 1 inch and sealing in preparation for slurry seal and/or cape seal as directed by the Engineer.

This Work shall include the proper cleaning of all cracks to be sealed and furnishing and install crack sealer in accordance with these specifications.

1155-2 MATERIALS

The crack sealant material shall be hot melt crack joint sealant by Deery 180 or Deery 200 or equal for crack less than 1 inch and cracks larger than 1 inch shall be filled with hot mixed asphalt concrete D2 (PG 64-10) and sealed with hot melt crack sealant as designated.

The herbicide shall be a combination of glyphosate and oryzaline combined in accordance with the manufacturer's recommendations.

The crack filler material shall be hot mixed asphalt concrete D2 (PG 64-10) for crack larger than 1 inch. See appendix: A for crack fill and seal detail.

Tack coat shall be Grade SS-1h emulsified asphalt.

Herbicide for use in treating weeds and plants shall be a combination of glyphosate and oryzaline combined in accordance with the manufacturer's recommendations.

**The Contractor shall submit a manufacture's certificate of material compliance and material specification to the City Engineer for approval.**

1155-3 CONSTRUCTION

Placement method shall be **Flush Fill Method**. In the flush fill method, fill material is forced into an existing crack. Once filled, the crack is struck off flush with the pavement.

Contractor must route 1/8 inch to ½ inch cracks to a uniform width of ½ inch and uniform depth of ½ inch on asphalt concrete pavement. No routing needed on PCC pavement. Contractor must clean all cracks and fill them with hot melt crack joint sealant for crack less than 1 inch. Contractor must fill cracks larger than 1 inch with hot mixed asphalt concrete D2 (PG 64-10) and seal them with hot melt crack sealant as designated.

Crack sealing is the placement of materials into pavement cracks. Crack sealing requires thorough crack preparation and requires the use of specialized high quality materials placed either into or above pavement cracks to prevent the

intrusion of water and incompressible materials. Contractor shall apply sand cover to hot melt as needed to prevent tracking.

Contractor shall treat all cracks with herbicide. The herbicide shall be applied according to the manufacturer's directions by a **licensed applicator**. Allow at least 7 Calendar Days after application before removing all dead weeds and plants. Prior to sealing cracks, Contractor shall remove all plant material, dead weeds, loose pavement material and debris from all cracks to be sealed.

Contractor shall treat weeds and vegetation located in the joint between the gutter concrete and asphalt and in the curb and gutter joints within the construction area with herbicide. After 7 Calendar Days the dead and treated vegetation in these areas shall be removed.

Immediately prior to placing the seal, Contractor shall clean the cracks with high pressure air jets to remove all residue and foreign material. High-pressure airblasting equipment must be able to provide a minimum blast pressure of 100 psi and a blast flow of 148 cfm. Contractor shall ensure the crack is free of moisture, dust, loose aggregate, and other contaminants.

Contractor shall fill cracks with hot melt crack joint sealant as designated in Section 1155-2. Contractor shall apply the sealant in the crack uniformly from bottom to top and shall fill them without formation of entrapped air or voids. Contractor shall use the sealant in accordance with the manufacturer's installation requirements.

Contractor shall fill cracks larger than 1 inch with hot mixed asphalt concrete D2 (PG 64-10) and seal them with hot melt crack sealant as designated in section 1152-2.

Many cracks in asphalt or PCC pavement have weakened or spalled surfaces on the sides. Fills the crack completely but leave no material on the surface of the crack. Application shall performed with a nozzle tip or 3" sealing disk or V-shaped squeegee as required to complete the work to struck off flush with the pavement. Contractor shall apply sand cover to hot melt as needed to prevent tracking.

When needed to remove dirt, dust or other debris from the cracks, the Contractor shall provide and operate gasoline powered sweepers or a self-propelled sweeper specifically designed for highway cleaning.

Contractor shall construct the melting kettle as a double-lined boiler with voids between inner and outer shells filled with oil or other material used to evenly transfer heat. Contractor shall ensure the heat transfer material has a flashpoint of not less than 600 degrees F. Contractor shall provide positive temperature control and powered mechanical agitation. Direct heating shall not be used. Contractor shall maintain the temperature of the sealing compound within the range specified by the manufacturer for the material being applied. Contractor shall equip the kettle with thermostatic control calibrated between 200 degrees F. and 500 degrees F. Contractor may accomplish the agitation by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. Contractor shall maintain equipment

used in the performance of the Work required by this of the Specification shall be maintained in a satisfactory working condition at all times. Any excessive leakage or spilled sealant from the equipment will result in the Work being stopped until the Contractor is able to correct the problem. Contractor shall immediately remove and discard any spilled sealant by approved methods at the expense of the Contractor.

Contractor shall use a **Pressure Fed Melter Applicator** for all crack seal Work under this Contract. Smaller equipment similar to mini melter or pour pot shall not be approved for this Project. Contractor shall apply sealant with a swivel applicator to ensure even contact with the road surface. As an alternative, Contractor may use a wand applicator. Squeegees shall be of a flexible rubber type, in the shape of a "vee" (V) capable of contacting heated materials up to 450 degrees F without damage to itself or the sealant material.

1155-4 MEASUREMENT AND PAYMENT

Crack Seal, complete and in place, shall be paid per Bid Sheets, "Crack Seal" item at the Contract Unit Price per pound (LB), as shown in the bid.

Such payment shall be considered full compensation for furnishing asphalt rubber crack sealant, filler asphalt D2 (PG 64-10), all labor, tools, equipment and incidentals and for doing all the Work involved in removing vegetation and constructing the crack filling complete in place as specified in these Special Provisions.

Measurement shall be <u>by the pounds</u> and shall be the actual pounds of sealer satisfactorily applied to the pavement. **<u>Contractor shall furnish the City with a record chart indicating the quantities of sealant applied, in a daily basis checked and signed by the City Inspector</u>** to assure accurate measurements for calculating payment quantities, the payment quantity shall be the applied quantity used in the Work.

1160 SLURRY SEAL (TYPE II)
Reclaimed Asphalt Pavement Slurry Seal (RAP)

1160-1 SCOPE

Contractor shall mix asphaltic emulsion, aggregate, retardant, and water and spread the resulting mixture on the pavement as indicated. See appendix: A for slurry seal detail.

The scope of the Work shall consist of filling random cracks for ¼ inch and larger in preparation for placement of slurry seal or as directed by the Engineer.

Contractor shall obliterate or remove all conflicting traffic stripes and markings, reflective markers & delineators before the slurry seal is applied. Contractor shall remove the thermoplastic stripes and markings in a manner not to scar the asphalt surface more than ¼ inch in depth, if any pavement damage is caused when removing thermoplastic or raised pavement markings, it shall be the Contractor's responsibility to mill and fill these areas with a 0.17' C2 PG64-10 level with the surrounding pavement, at the Contractor's expense, prior to the

slurry seal being applied. The City Engineer shall mark out the locations and size of all damaged areas prior to the repair being made.

Contractor will ensure the completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

Contractor will remove all surface oil and grease or seal it with emulsified gilsonite or an approved equivalent, prior to application of the slurry seal.

Contractor will completely remove all vegetation on pavement surfaces to be slurry sealed. Contractor shall apply an herbicide at least 72 hours before the removal of all vegetation from the pavement. The herbicide shall be a combination of glyphosate and oryzaline combined in accordance with the manufacturer's recommendations. Contractor will apply the herbicide a minimum of ten Calendar Days in advance of the slurry seal or as required by the Engineer.

Contractor must apply the herbicide according to the manufacturer's directions by a licensed applicator. Contractor must allow at least 72 hours after application before sealing the cracks.

1160-2 MATERIALS

Contractor shall ensure the ingredients of the slurry mixture conform to the following:

Bituminous Material: Shall be cationic quickset emulsified asphalt-type PMCQS-1h or equivalent, meeting the following requirements:

| **Emulsion Properties** | **ASTM** | **Limits** |
|---|---|---|
| Viscosity @ 77 deg. F., Saybolt Furol | D-244 | 20-100 sec. |
| Residue by distillation | D-244 | 57% min. |
| Sieve test, retained on 20 mesh | D-244 | 0.10% max. |
| Particle charge, electroplate | | Positive |

| **Residue Properties** | **ASTM** | **Limits** |
|---|---|---|
| Penetration @ 77 deg. F. | D-5 | 40- 90 sec. |
| Solubility in Trichlorethylene | D-2042 | 97.5% min. |

| | | |
|---|---|---|
| Ductility @ 77 deg. F. | D-113 | 40 cm min. |
| Torsional Recovery, %, min. | CA332 | 18 – 22 |

The asphaltic emulsion shall have 3% latex additive by weight.

At the time of delivery of each shipment of asphalt, the vendor supplying the material will deliver to the purchaser certified copies of the test report. The test report must indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase number, and results of the specified tests. The test report signed by an authorized representative of the vendor shall certify that the product delivered conforms to the specifications of the type and grade indicated. The certified test reports and the testing required in connection with the reports shall be at no cost to the City. Until the certified test reports and samples of the materials have been checked by the Engineer to determine conformity with the prescribed requirements, the material to which the report is related and any Work in which it may have been incorporated as an integral component will be only tentatively accepted by the City. Final acceptance will be dependent upon the determination of the Inspector that the material involved fulfills the prescribed requirements.

The retardant shall be of a type that will prevent slurry mix from setting up prematurely in the spreader box and will ensure the applied slurry mix can support vehicular traffic within 60 minutes after the last application. A retardant, when used, shall be in liquid form when added to the slurry mix in the mixing chamber of the continuous mixer. Any proposed retardant and proportioning system shall be subject to evaluation and approval by the Engineer as a formal Submittal.

RAP Aggregate shall consist of sound, durable milled and/or crushed reclaimed pavement. The material shall be free from vegetable matter, loop wires, paving fabric, crushed concrete, brick and other deleterious substances. When tested in accordance with ASTM C136 and ASTM C117, the percentage composition by weight of the RAP shall conform to the following grading:

TABLE 1, RAP GRADATION OF AGGREGATES

| Sieve Size | Percent Passing 1 | **Percent Passing 2** |
|---|---|---|
| 3/8" (9.5 mm) | **100** | 100 |
| No. 4 (4.75 mm) | **95 - 100** | 95 - 100 |
| No. 8 (2.36 mm) | **65 - 85** | 70 - 90 |
| No. 16 (1.18 mm) | **35 - 60** | 50 – 75 |
| No. 30 (600 um) | **18 - 38** | 35 – 55 |
| No. 50 (330 um) | **8 - 25** | 22 – 40 |
| No. 100 (150 um) | **5 - 20** | 13 – 38 |
| No. 200 (75 um) | **2 - 12** | 10 - 20 |
| Residual Asphalt Content | | 6.5 Min.(based on dry aggregate weight) |
| **1. On unextracted RAP** | 2. On extracted RAP | 3. Determined by Binder Ignition ASTM 6307 |

The aggregate, as finally selected, shall have a gradation within the limits designated in Table 1 and shall not vary from the low limit on one sieve to the high-limit on one sieve to the high-limit on the adjacent sieve and vice versa.

Water from any domestic supply will be satisfactory. All necessary permits and fire hydrant meters for using water supplies along the Project route shall be obtained by the Contractor from City Hall prior to any water use.

Sufficient water must be used to obtain a mix consistency that is smooth and homogeneous and does not segregate on standing or before the slurry seal is placed on the pavement.

1160-3 SLURRY MIXING EQUIPMENT AND OPERATION

In order that an accurate measurement may be made of the amount of aggregate used for each load, a weighing device shall be on site and in operating condition. Each machine shall have a spray bar attached to enable the fogging of the pavement surface with water.

The Contractor shall apply the slurry using a minimum of two continuous mixers: one mixer to be applying slurry, while the other machine is in transit to and from the batch site. The Contractor shall provide a coordinator, at least one competent quickset mixing man, one driver for the mixer applying the slurry, and one shuttle driver for the machine en route to reload. The Contractor shall also provide sufficient laborers for any handwork and cleanup required to ensure proper progress of Work.

Transit mix trucks shall not be used.

1160-4 APPLICATION

This Work shall consist of mixing asphaltic emulsion, aggregate, retardant, and water, spreading the mixture on the pavement, and compacting with a pneumatic roller at an appropriate time before opening to traffic. The rate of application shall be per Subsection 302-4.3 of the SSPWC.

Immediately prior to the slurry sealing operation, the Contractor shall sweep the entire surface with vacuum-assisted power brooms. The Inspector shall approve all surfaces for cleanliness and dryness to assure that they have been properly cleaned and prepared prior to the slurry seal application operation begins.

The surface may be pre-wetted by fogging ahead of the slurry box if required by local conditions as determined by the Engineer. Water used in pre-wetting the surface shall be applied at such a rate that the entire surface is damp with no ponding of water.

Protection and maintenance of the street surface to the condition required for proper slurry application shall be the sole responsibility of the Contractor, and no additional expense will be allowed therefor. The Contractor shall, at the direction of the Inspector and Engineer, repair and reseal all areas of the streets that have not been sealed properly and completely or have been damaged by traffic.

Manholes, valve boxes, and inlets shall be covered and/or protected with an approved material during the operation and shall be removed immediately after the street has been slurry sealed. The Contractor is responsible for locating all exposed manholes and valve boxes prior to construction.

The Contractor shall exercise care to prevent slurry from being deposited on concrete surfaces. The Contractor shall remove slurry from surfaces not designated to be sealed each day. No additional streets shall be slurry sealed until this cleanup has been performed. The method of slurry removal shall be approved by the Inspector. All streets to be slurry sealed shall be sealed from edge of pavement to edge of pavement. Spreaders to be used for this operation shall meet the approval of the Engineer.

The sites for stockpiling and batching materials shall be clean and free from objectionable materials and shall be located outside the street right-of-way. Arrangements for these sites shall be the responsibility of the Contractor. If any Work or staging is done on private property, a written agreement shall be approved by the Planning Department prior to commencing operations.

Requests for changes in the schedule must be submitted to the Engineer for approval at least 48 hours prior to sealing the streets affected.

Contractor shall tie off survey monuments, manholes, water valves, and so forth prior to application of the slurry seal. The Contractor shall take precautions to remove any slurry that may cover these appurtenances.

1160-5 MEASUREMENT AND PAYMENT

Emulsion – Aggregate Slurry (ESA) Seal, complete and in place, shall be paid per Bid Sheets, “Slurry Seal Type II (RAP)” item at the Contract Unit Price per square yard (SQYD), as shown in the bid.

Such payment shall be considered full compensation for furnishing emulsions, aggregate, retardant, water (including water for dampening pavement), removal of all traffic stripping and pavement markers, all labor, tools, equipment and incidentals and for doing all the Work involved in constructing the slurry seal complete in place as shown on the Plans and as specified in these Special Provisions.

1161 RUBBERIZED EMULSION AGGREGATE SLURRY (REAS)

1161-1 SCOPE

Contractor shall prepare and formulate a mix design per Section 203-5.5 of the SSPWC. See appendix: A for slurry seal detail.

The scope of the Work shall consist of filling random cracks for ¼ inch and larger in preparation for placement of slurry seal or as directed by the Engineer.

Contractor shall obliterate or remove all conflicting traffic stripes and markings, reflective markers & delineators before the slurry seal is applied. Contractor shall remove the thermoplastic stripes and markings in a manner not to scar the asphalt surface more than ¼ inch in depth, if any pavement damage is caused when removing thermoplastic or raised pavement markings, it shall be the Contractor’s responsibility to mill and fill these areas with a 0.17’ C2 PG64-10 level with the surrounding pavement, at the Contractor’s expense, prior to the slurry seal being applied. The City Engineer shall mark out the locations and size of all damaged areas prior to the repair being made.

Contractor will ensure the completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

Contractor will remove all surface oil and grease or seal it with emulsified gilsonite or an approved equivalent, prior to application of the slurry seal.

Contractor will completely remove all vegetation on pavement surfaces to be slurry sealed. Contractor shall apply an herbicide at least 72 hours before the removal of all vegetation from the pavement. The herbicide shall be a combination of glyphosate and oryzaline combined in accordance with the manufacturer’s recommendations. Contractor will apply the herbicide a minimum of ten Calendar Days in advance of the slurry seal or as required by the Engineer.

Contractor must apply the herbicide according to the manufacturer’s directions by a licensed applicator. Contractor must allow at least 72 hours after application before sealing the cracks.

1161-2 MATERIALS

Rubberized Emulsion – Aggregate Slurry (REAS) shall consist of Rubberized Polymer Modified Emulsion (RPME) and aggregate.

Contractor shall ensure the ingredients of the slurry mixture conform to the following:

SSPWC Section 203-5.5.2.1 Aggregate
SSPWC Section 203-5.5.2.2 Rubberized Polymer Modified Emulsion
SSPWC Section 203-5.5.2.3 Water
SSPWC Section 203-5.5.2.4 Portland Cement
SSPWC Section 203-5.5.3 Central Mixing
SSPWC Section 203-5.5.3.2 Transporting
SSPWC Section 203-5.5.4 Work Site Mixing

1161-3 CONSTRUCTION

This Work shall consist of mixing RPME, aggregate, water, and Portland cement, spreading the mixture on the pavement, and protecting the Work until the rubberized emulsion aggregate slurry is thoroughly cured and set at an appropriate time before opening to traffic.

Mixing, Transporting, Application, Spreading & Application, and Field Sampling & Testing shall be in conformance with SSPWC Section 302-4.7.

1161-4 MEASUREMENT AND PAYMENT

Rubberized Emulsion – Aggregate Slurry Seal, complete and in place, shall be paid per Bid Sheets, “Type II Rubberized Emulsion Aggregate Slurry” item at the Contract Unit Price per ton (TON), as shown in the bid.

Such payment shall be considered full compensation for furnishing RPME, aggregate, additives, and water including removal of all traffic striping and pavement markers, all labor, tools, equipment and incidentals and for doing all the Work involved in constructing the rubberized slurry seal complete in place as shown on the Plans and as specified in these Specifications and Special Provisions.

1163 MICRO-SURFACING

1163-1 SCOPE

Micro-surfacing shall consist of mixing a polymer modified, emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Engineer. Micro surfacing should be capable of performing in variable thickness cross-sections such as ruts, scratch courses and milled surfaces. The provisions of Section 37, “Bituminous Seals," of the SSS shall apply in their entirety except as modified as modified or supplemented herein.

See appendix: A for microsurfacing detail.

The Contractor shall ensure that the street scheduled for micro surfacing is open to traffic within 60 minutes of placing micro surfacing. Liquidated damages of $200 per 10-minute increment shall be applied for failure to meet the 60-minute requirement.

1163-2 SUBMITTALS

The Contractor shall submit the following items:

1. Test reports for Emulsified Asphalt
2. Gradation and Test reports for aggregate
3. Concrete mix design

1163-3 MATERIALS

A. Emulsified Asphalt

1. General

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

2. Quality Tests

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 or ASTM D 2397 for CQS-1h, with the following exceptions:

| TEST | TEST METHOD | | SPECIFICATION |
|---|---|---|---|
| | AASHTO | ASTM | |
| Settlement and Storage Stability of Emulsified Asphalts, 24-h | T 59 | D 6930 | 1% Maximum |
| Distillation of Emulsified Asphalt[1] | T 59 | D 6997 | 62% Minimum |
| Tests on Emulsified Asphalt Residue | | | |
| Softening Point of bitumen (Ring-and-Ball Apparatus) | T 53 | D 36 | 135°F (57°C) Minimum |
| Penetration of Bituminous Materials at 77°F (25°C) | T 49 | D 5 | 5 40-90[2] |

[1] The temperature for this test should be held at 350°F (177°C) for 20 minutes.

[2] The climatic conditions should be considered when establishing this range. The solubility test, if required, should be evaluated on the base asphalt.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that he emulsion meets specification.

B. Aggregate

1. General

The mineral aggregate used shall be the type specified for the particular application requirements of the micro surfacing. The aggregate shall be consisting of 100% crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used.

All surface mixes (Surface Course) shall be constructed using a Type II gradation (Black Rock).

Rut filling mixes (Bottom Surface) shall be constructed using Type III gradation.

2. Quality Tests

The aggregate should meet agency specified polishing values and these minimum requirements:

| TEST | TEST METHOD ASTM | SPECIFICATION |
|---|---|---|
| Sand Equivalent Value of Soils and Fine Aggregate | D 2419 | 65 Minimum |
| Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate | C 88 | 15% Maximum w/NA2SO4<br>25% Maximum w/MgSO4 |
| Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1] | C 131 | 30% Maximum |

[1]The abrasion test is run on the parent aggregate gradation

3. Gradation

When tested in accordance with CTM 202, the mix design aggregate gradation shall be as specified below:

| SIEVE SIZE | TYPE II PERCENT PASSING (BLACK ROCK) | TYPE III PERCENT PASSING | STOCKPILE TOLERANCE |
|---|---|---|---|
| 3/8 (9.5 mm) | 100 | 100 | |
| # 4 (4.75 mm) | 90 - 100 | 70 - 90 | + 5% |
| # 8 (2.36 mm) | 65 - 90 | 45 - 70 | + 5% |
| # 16 (1.18 mm) | 45 - 70 | 28 - 50 | + 5% |
| # 30 (600 um) | 30 - 50 | 19 - 34 | + 5% |
| # 50 (330 um) | 18 - 30 | 12 - 25 | + 4% |
| #100 (150 um) | 10 - 21 | 7 - 18 | + 3% |
| #200 (75 um) | 5 - 15 | 5 - 15 | + 2% |

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on three gradation tests sampled according to CTM 202. If the average of the three tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the Contractor will remove the material. Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type II (Black Rock). This aggregate gradation is used to fill surface voids, address surfaces distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation is used for placement on highly textured surfaces requiring larger size aggregate to fill pavement ruts and voids.

4. Mineral Filler

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design.

Use levels shall be between 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

C. Water

The water shall be potable water, free from harmful soluble salts and compatible with the other components.

D. Additives

Additives may be used to accelerate or retard the break/set of the micro surfacing, but the micro surfacing must be open to traffic within 60 minutes of placement.

Appropriate additives, and their applicable use range, shall be included in the laboratory mix design.

E. Mix Design

A minimum of 10 Working Days before the work begins, the Contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing micro surfacing. After the mix design, has been approved, no material substitution will be permitted unless approved by the Engineer.

Compatibility of the aggregate, polymer-modified emulsified asphalt, water, mineral filler, and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the Contractor for the project. The mix shall meet the following requirements:

| TEST | ISSA TB NO. | SPECIFICATION |
|---|---|---|
| Mix Time @ 77°F (25°C) | TB 113 | Controllable to 120 Seconds Minimum |
| Wet Cohesion<br>@ 30 Minutes Minimum<br>(Set) @60Minutes Minimum (Traffic) | TB 139 | 12 kg-cm Minimum<br>20 kg-cm or Near Spin Minimum |
| Wet Stripping | TB 114 | Pass (90% Minimum) |
| Wet-Track<br>Abrasion Loss<br>Six-day Soak | TB 100 | 50 g/ft2 (538 g/m2) Maximum |
| Lateral Displacement<br>Specific Gravity after 1,000 Cycles 125 lb (56.71 kg) | TB 147 | 5% Maximum<br>2.10 Maximum |
| Excess Asphalt by LWT Sand Adhesion | TB 109 | 50 g/ft2 (538 g/m2) Maximum |
| Classification Compatibility | TB 144 | 11 Grade Points Minimum (AAA, BAA) |

The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29).

The percentage of each individual material required shall be shown in the laboratory report.

The component materials shall be designed within the following limits:

| COMPONENT MATERIALS | SPECIFICATION LIMITS |
|---|---|
| Residual Asphalt | 5.5 - 10.5% by dry weight of aggregate |
| Mineral Filler | 0.0 - 3.0% by dry weight of aggregate |
| Polymer | Minimum of 3.0% solids based on bitumen weight content |
| Additives | As needed |
| Water | As required to produce proper mix consistency |

1163-4 EQUIPMENT

All equipment, tools, and machines used in the application of micro surfacing shall be maintained in satisfactory working condition at all times.

The machine shall be specifically designed and manufactured to apply micro surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

When specifying continuous machinery to minimize transverse joints, the specified machine must be capable of loading materials while continuing to apply micro surfacing. The continuous-run machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to the start of the project. Calibration of the equipment shall conform to the appropriate procedures in CTM 309. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

1163-5 CONSTRUCTION

A. Timing and Traffic Control

The break/set of the micro surfacing shall be such that traffic can be placed on it within 60 minutes of placement. At least one lane of traffic in each direction must be open at all times.

B. Weather Limitations

Micro surfacing shall not be applied if either the pavement or air temperature is below 60°F and falling, but may be applied when both pavement and air temperatures are above 60°F and rising. No micro surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

C. Surface Preparation

Immediately prior to applying the micro surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying crack seal or micro surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro surfacing by a suitable method. The City shall approve the surface preparation prior to surfacing.

It is required to treat cracks in the pavement surface with an approved crack sealer prior to application of the micro surfacing.

Mill & Fill, Dig-out and Surface patching shall be required prior to application of micro surfacing.

Hot applied tack coat shall be required. Tack coat shall be performed in accordance with Section 1150-7 of these special provisions.

All utility covers shall be covered prior to application of micro surfacing.

All pavement markings and striping (waterborne paint, acetone-based, MMA resin system, and thermoplastic) shall be ground off and reflective markers shall be removed.

D. Application

A test strip shall be constructed at a location approved by the Engineer at least one day prior to the actual micro surfacing placement.

When local conditions warrant, the surface shall be logged with water ahead of the spreader box. The rate of application of the fog spray may be adjusted as the temperature, surface texture, humidity, and dryness of the pavement change.

The micro surfacing shall be of the appropriate consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader box shall be avoided. No lumps or unmixed aggregate shall be permitted. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excessive streaking develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 0.5 in wide and 4.0 in long, or 1.0 in wide and 3.0 in long, in any 30 yd area. No transverse ripples or longitudinal streaks of 0.25 inches in depth will be permitted, when measured by placing a 10 foot straight edge over the surface.

The micro surfacing mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The application rate shall be in accordance with the table below:

| TYPE | LOCATION | RATE (lbs/sy) |
|---|---|---|
| Type II | Full Traffic Width | 10-20 |
| Type III | Full Traffic Width | 21-30 |

Application rates are based upon the weight of dry aggregate in the mixture.

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3.0 in shall be allowed for overlap of longitudinal joints. Also, the joint shall have no more than a 0.25 in) difference in elevation when measured by placing a 10 ft straight edge over the joint and measuring the elevation difference.

The micro surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which

create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

Lines at intersections, curbs, and shoulders will be kept straight to provide a good appearance. A suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than + 2 in horizontal variance in any 100 foot of length.

The micro surfacing shall not overlap the gutter by more than 1 inch. Any micro surfacing in excess of 1 inch shall be removed by heating and scraping.

Micro surfacing shall be rolled by a self-propelled, 8 to 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the micro surfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of three (3) full coverage passes.

1163-6 ACCEPTANCE

Upon completion of Work, schedule an inspection with the Engineer. The Engineer will note deficiencies, any deficiencies identified during this process will be addressed by the Contractor at no additional cost.

1163-7 MEASUREMENT AND PAYMENT

The payment quantity for micro-surfacing is the weight determined by combining the weights of the aggregate and micro-surfacing emulsion. The payment quantity does not include the weights of added water, mineral filler, and additives.

Micro-surfacing, complete and in place, shall be paid per Bid Sheets, "Micro-Surfacing (Type II)" or "Micro-Surfacing (Type II) Black Rock" and "Type III Micro-Surfacing" item at the Contract Unit Price per ton (TON), as shown in the bid.

Such payment shall be considered full compensation for furnishing emulsions, aggregate, mineral filler, retardant, water (including water for dampening pavement), removal of all traffic striping and pavement markers, all labor, tools, equipment and incidentals and for doing all the Work involved in installing the micro-surfacing complete in place as shown on the Plans and as specified in these Special Provisions.

1170 SHOULDER BACKING

1170-1 SCOPE

This work shall consist of scarifying existing shoulder material and placing shoulder material to bring shoulders up to the new pavement surface as shown

on the Plans and these Special Provisions, as specified in the Section 301-2 of SSPWC, in these Specifications and Special Provisions, and as directed by the Engineer.

1170-2 MATERIAL

Material for shoulder backing shall be Crushed Aggregate Base as specified in Subsection 200-2.2 of the SSPWC. All grindings larger than 2 inches shall be removed from the surface of the completed shoulder backing.

1170-3 CONSTRUCTION

Remove weeds, grass, and debris from the area to receive shoulder backing.

The existing shoulder shall be scarified at least 0.25 foot deep and water immediately prior to placing the shoulder backing material. The limit of shoulder scarification shall be three feet from edge of pavement. Shoulder material shall be placed, moisture conditioned to optimize moisture, shaped, and compacted to a hard, firm, unyielding surface and shall remain stable when saturated with water.

Shoulder backing shall start no sooner than three (3) Calendar Days, and shall be completed no longer than seven (7) Calendar Days after completion of the adjacent overlay.

Existing roadside drainage patterns shall be maintained. Where unusual shoulder conditions not represented by the typical sections on the Plans are encountered, the Contractor shall notify the Inspector in advance of performing shoulder backing work. The Inspector shall specify the methods to be employed to ensure roadside drainage patterns are not disrupted.

1170-4 PAYMENT

Installing, spreading, and compacting aggregate base shall be paid per the Bid Sheets, “Shoulder Backing” item at the Contract Unit Price per ton (TON).

The unit price bid for shoulder backing shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and for doing all the work involved in scarifying existing shoulder material, furnishing and placing shoulder material, reshaping and compacting shoulders and maintaining drainage patterns as specified in these Specifications and Special Provisions.

1174 CONCRETE CONSTRUCTION

1174-1 GENERAL

New and existing concrete facilities, including ribbon gutter, curb, curb and gutter, sidewalk, ADA curb ramps, alleyway approaches, commercial and residential driveways, concrete cross gutters, spandrels, culverts, retaining walls and other concrete drainage facilities shall be removed and replaced or constructed at the locations indicated on the Plans and these Special Provisions

or as directed by the Engineer. At locations where only a portion of the cross gutter and spandrel are to be replaced and do not meet City Standard Plans, the replacement shall match the existing. At locations where the existing curb and/or gutter do not meet the City Standards, the curb and/or gutter shall be constructed to match the existing height and gutter width. The existing concrete shall be saw cut full depth prior to excavation. In locations where the curb and gutter were cast monolithically with the sidewalk, the saw cut shall extend to the full depth required to assure complete separation of the curb from the sidewalk. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

Concrete retaining walls, block walls, footings, foundations, and similar structures shall be constructed in conformity with the Plans and Specifications.

Remove and Replace or New PCC Curb Ramp with Detectable Warning Surface Tiles per Caltrans Standard Plan A88A, A88B or City of Oxnard Standard Plate 110 as specified in the plans or as directed by the Engineer.

Remove and Replace or New PCC Sidewalk, Curb, Curb & Gutter, Median Curb & Stamp concrete, Driveway per Appendix: C and as directed by the Engineer

1174-2 EXCAVATION

The existing concrete to be replaced shall be saw cut full depth, removed and disposed of by the Contractor in accordance with the Contract Documents. The existing sub grade shall be compacted to 95% relative compaction (90% under sidewalk repairs) and trimmed to the dimensions shown on the Plans. Where applicable, aggregate base shall be placed and compacted to 95% relative compaction (90% under sidewalk repairs). All Work shall comply with Section 300 of the SSPWC. Soil sterilization shall be performed in accordance with Section 1105-2 of these Special Provisions.

Where soft or unstable soils are encountered under portions of concrete to be repaired, they shall be removed to the dimensions directed by the Engineer and the void shall be backfilled with Class 2 Aggregate Base and/or pulverized AC and compacted to 95% relative compaction (90% under sidewalk repairs) per Section 1120-2 of Unclassified Excavation.

Contractor shall remove existing tree roots adjacent to and under all damaged concrete to a minimum depth of 12 inches below the concrete sub grade unless otherwise specified and shown in the plans or details. Prior to tree root excavation and removal, the Contractor shall contact the Engineer. No Work shall be performed on trees by the Contractor without prior approval from the Engineer. Any damage to irrigation systems or other utilities caused by the Contractor shall be repaired at the Contractor’s expense.

Roots shall be cut by hand (i.e. chain saw, hand pruners, hand saw, axe, etc.) or a root pruner such as Dosko Model RC 14SP or equal to the limits of the concrete repairs prior to physically removing the roots. Root removal by other mechanical means (trencher, backhoe, loader, etc.) is specifically prohibited. Any damage done to adjacent concrete or other improvements due to the failure to

sever roots at the limits of the concrete repair shall be repaired at the Contractor's expense.

Install 24” deep root barrier in one continuous length (10-ft minimum) at back of curb or edge of sidewalk within a tree. Top of root barrier shall be set 6” below top of curb or 2” below surface of sidewalk. Root barrier shall be high density and high impact plastic as available from “Deep Root,” VESPRO, INC. or equal.

The area where roots have been removed shall be backfilled with native material or Class 2 Aggregate Base or pulverized AC. The area to be backfilled shall be scarified prior to the addition of backfill and shall be compacted to 95% relative compaction (90% under sidewalk repairs). The limits of root removal shall be 10 feet to each side of the tree or shrub causing the damage unless otherwise authorized by the Engineer.

Damage to the tree due to lack of care, protection or following these Contract Documents shall be subject to financial damages up to the cost of removing and replacing the damaged tree. Damage assessment shall be made by the Engineering Division.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor’s operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense.

1174-3 MATERIALS

Concrete shall conform to Section 201 of the SSPWC and shall be per Table 201-1.1.2 unless otherwise shown on the Plans.

Asphalt concrete materials shall conform to 1150-2.

Masonry materials shall conform to Section 202 of the SSPWC.

Aggregate base shall conform to the ¾” Class 2 Aggregate base requirements of Section 26 of the SSS or Crushed Miscellaneous Base per Section 200-2.4 of the SSPWC.

Root barrier panel shall be high density and high impact plastic as available from “Deep Root,” VESPRO, INC. or equal.

Detectable Warning Surface shall be fabricated by the following manufacturers or equal:

1. Armor-Tile tactile systems product or equal

2. Safety Step TD or equal
   This type of truncated dome with flexible cement mat shall only be used in selected locations per approval of the Engineer.

3. See Section 1905-2 for complete material specifications.

## 1174-4 CONSTRUCTION

Construction shall conform to Section 303 of the SSPWC. The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between the existing facilities.

The Contractor shall prepare the Project for marking of concrete removals by arranging a job site meeting with the City Inspector and the Contractor's superintendent. The purpose of the meeting is to mark and measure all of the concrete and pavement removal areas as well as identify locations for PCC grinds on each street. The amount of street to be marked and measured on each day shall be approved in advance by the City. The process shall be carried on continuously after initiation until all of the streets are marked for concrete removals and PCC grinds and measured for payment.

The new concrete facilities shall be placed as shown on the Plans or as marked by the City Engineer. Work shall conform to the details indicated on the Plans. The Contractor shall water test all repaired curbs and gutters, cross gutters and other repair drainage facilities in the presence of the City's Inspector.

The Contractor shall provide a temporary barricade or protective fence around the Work area.

Contractor shall protect Work until the concrete has cured sufficiently to prevent damage or vandalism (graffiti inscriptions) to the finished Work. All damage and vandalized concrete shall be removed and replaced to the next joint or scoring beyond damaged or broken sections at the Contractor's expense.

Where new and existing concrete facilities as defined in Subsection 1174-1 are to be installed or removed and replaced adjacent to AC pavement that is to remain in place, the asphalt concrete shall be removed at least 24 inches away from the concrete. After the concrete is placed and cured, the roadway sub grade shall be compacted to 95% relative compaction and the void shall be filled with asphalt concrete in lifts not to exceed 3 inches. The minimum top lift shall be 2 inches thick, or as directed by the Engineer.

Control Weakened Plane Joints shall be placed at a 10’ maximum for curb, curb and gutter, sidewalks, cross gutter, spandrels, bus pads, and other concrete facilities.

Unless otherwise detailed on the drawings, sidewalk scoring lines shall be placed a maximum of 5’ on center each way or to match the existing sidewalk pattern.

Expansion Joints shall be placed at a maximum of 60’ increments at curb returns (including curb, gutter and sidewalk) and at each side of commercial driveways and alley approaches. Expansion joints shall be constructed with ½” thick expansion joint material.

For concrete to be removed but not replaced, the void left shall be backfilled with native material.

After the concrete has cured a minimum of 3 Calendar Days and forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with native material and the entire parkway left in a clean and orderly condition.

House numbers that are damaged or removed as part of this Work shall be replaced in kind per City of Oxnard Standard Plate 612, Painted Curb House Number.

“S” marking on the curb face for sewer that is damaged or removed as part of this Work shall be remarked per City of Oxnard Standard Plate 405, House Connection (6” and Below).

Concrete grinding shall be performed on sidewalk with a minimum vertical displacement of ½” up to 1 ½” to remove sidewalk trip and fall hazards. The equipment shall be a dry-cutting scarifier outfitted with “flail-it” tungsten carbide spike cutters to quickly reduce the raised sidewalk panel level through the pulverizing scarification process that tapers down the hard risers into fine concrete powders. The sidewalk being ground down should be maintained at 2% or less cross-slope and 5% or less for a running slope.

**Existing permanent survey monuments/markers that serve as the control point for rights-of-way, or provide horizontal or vertical survey control shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time of reconstruction and shall be reset in the surface of the new construction.**

1174-5 SCHEDULING OF CONCRETE WORKS

PCC pavement grinds shall occur in conjunction with concrete removal and replacement. The Contractor shall grind PCC pavement at locations identified by the Engineer. Pavement grinds will be done in accordance with City Standards and approved by the Engineer.

Not more than 500 linear feet of curb and gutter or 1500 sq. ft. of sidewalk/driveway shall remain unpaved or backfilled with sand slurry at any time. All areas shall be repaved or slurried between 3 and 8 Working Days after completion of the concrete Work.

Curb ramps, cross-gutter & spandrel, driveways and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four (24) hours. Concrete repairs shall not be performed on both sides of a street and on all corners of intersection simultaneously without written approval from the Engineer.

Remove only the portion of the concrete where the work will be completed within twenty-four (24) hours. Concrete removal shall not be performed if there is no readily available sufficient materials to cover the pouring of an entire day.

If the Contractor fails to complete the concrete paving work during the same day and wherever formwork is exposed to pedestrian traffic, temporary bridges (not attached to the forms) or temporary access shall be provided at all regular pedestrian crossing where it is required to maintain safety standards at all times through the entire work zone. Barricades and other safety features shall be installed as necessary.

All lawn areas and irrigation damaged as a result of the construction activities to build the concrete structures shall be restored to its previous condition before the start of Work. This will be considered as a general requirement for the implementation of the item of Work for which it is prepared for and no additional payment will be made therefor.

## 1174-5.1 COORDINATION OF WORK

The Contractor is fully responsible for coordinating with the other agencies for procurement of materials, fabrication, supply, transportation, delivery, etc. to ensure the execution of their work related to commencement of concreting. No additional payment will be made to the Contractor, if the works pertaining to concreting have to be dismantled and redone due to lack of coordination on the part of the Contractor in ensuring completion of works of such agencies before concreting had been undertaken.

## 1174-6 MEASUREMENT AND PAYMENT

Payment for the various types of concrete installation and/or repair Work stated herein shall be paid for on a unit price basis as enumerated in the Bid Sheets, complete-in-place.

The unit cost of each item for install and/or remove & replace PCC sidewalk, driveway, curb & gutter, curb ramp, PCC retaining wall, cross gutter & spandrel, shall include all costs associated with the Work including but not limited to: saw cutting; excavation per plan; disposal of excavated materials; sub grade preparation; furnishing, installing, and compacting Class 2 aggregate base per plan; furnishing and installing reinforcing steel; forming, placing and finishing concrete; placing the appropriate grooving and detectable warning surface tiles on access ramps; patching of the adjacent asphalt concrete; PCC pavement grinds; cleanup; and as specified in these Special Provisions.

Payment for excavation shall be included in the prices bid for the various items of concrete construction Work involved stated herein and no additional payment will be made therefore.

For installation of Class 2 Aggregate Base as called out per plan, payment shall be included in the prices bid for the various items of concrete construction Work involved stated herein and no additional payment will be made, therefore.

For alleyway approaches/driveways, commercial driveways, and residential driveways, the curb and gutter portion shall be included in and paid as part of the unit cost for any of these structures.

If only curb and gutter replacement is specified in front of either an alley approach, commercial driveway, or private driveway that is not to be replaced, the Contractor shall be paid the unit price for removing and replacing the gutter only.

Grinding of concrete sidewalk, shall be paid per Bid Sheets, “Grind PCC Sidewalk” item at the Contract Unit Price per square foot (SQFT), as shown in the bid.

Installation of root barrier shall be paid for on a unit price per linear foot (LF) of root barrier panel complete and in place. The unit price shall include excavation, backfill and all costs associated with the Work.

## 1178 HEADERBOARD

### 1178-1 SCOPE

This work shall include the work of installing a headerboard as indicated on the plans or as directed by the Engineer.

### 1178-2 MATERIALS

Headerboard material shall conform to the provisions in Section 204 of the Standard Specifications.

Headerboard material shall be No. 2 pressure treated 2x4 or 2x6 Douglas fir. Staking material shall be No. 2 pressure treated Douglas fir 2x4x18” at butt joints. Headerboard material shall not be less than 8 feet in length. All pressure treated lumber shall be rated for full earth contact.

Steel stakes: 24” Forged Head Stake, 5/8” dia. shank heavy duty steel or equal.

### 1178-3 CONSTRUCTION

Construction shall conform to Section 305-2 of the SSPWC.

The horizontal and vertical alignment of the header board shall be indicated on the plans or determined by the engineer. Prior to placing header board, the Contractor shall arrange a site visit with the Engineer to approve header board placement alignment and proposed elevation. The Contractor shall adjust grades as directed by the Engineer to best-fit driveway and conform conditions.

The 2x6 header board will be placed to form a longitudinal butt joint. A 2x6 stake shall be installed at all butt joints and a 2x4 stake installed at intervals not to exceed 32 inches. The space between the header board and existing landscaping or dirt areas shall be filled with native material compacted to 90% relative compaction.

The header boards may be fastened to stakes using either No. 8 x 2-1/2" stainless steel screws or 12d hot dipped galvanized box nails. Each board shall be fastened at each stake with a minimum of three fasteners.

1178-4 MEASUREMENT AND PAYMENT

Payment for the installation of headerboard shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The unit cost paid for installing headerboard shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved in constructing the header board, complete in place, including treated timber, fasteners, steel stakes, splice boards, and all other hardware and connection, as shown on the plans, as specified in the SSPWC and these Specifications and Special Provisions, and as directed by the Engineer.

1180 PORTLAND CEMENT CONCRETE PAVEMENT

1180-1 SCOPE

This work shall include the work of constructing the Portland cement concrete (PCC) pavement on a prepared subgrade. PCC pavement construction shall be performed in accordance with the Plans and these Specifications and Special Provisions. The grades shown on the site specific plans shall be used to construct the PCC pavement.

1180-2 MATERIAL

1180-2.1 GENERAL

Concrete materials shall conform to the provisions of Section 201 of the SSPWC and as indicated below:

1180-2.2 CONCRETE MIX DESIGN

The Contractor shall furnish, at his expense at least 15 days prior to the initiation of concrete work, a mix design for the concrete to be used. The mix design shall conform to Section 201 of the SSPWC.

1180-2.3 QUALITY ASSURANCE FIELD TESTING

Field testing shall include testing for concrete slump (ASTM C143), air content (C173 or C231), and compressive strength (C39) or flexural strength (C78). Such testing shall be at the frequency determined by the Engineer and shall be performed by the City's laboratory at the City's expense. The Contractor shall furnish the concrete necessary for casting test beams and cylinders.

1180-3 SUBGRADE

After the subgrade is prepared, moisture conditioned and compacted as specified under the provisions for "Unclassified Excavation," the Contractor shall

continuously maintain the subgrade in a uniform condition at the moisture content obtained during subgrade compaction until the PCC pavement is placed.

Existing subgrade shall be prepared in accordance with Section 1105 “Subgrade Preparation” of these special provisions.

1180-4 FORMING

Forms shall conform to Section 302-6.2 of the SSPWC. Longitudinal keyways shall be formed as shown in the drawings. Wooden forms may be 2x6 if staked at two foot intervals. Block-out for water valve boxes, water valves and manholes shall be as indicated on the drawings.

1180-5 PLACING AND FINISHING

1180-5.1 GENERAL

Sections 302-6.3 and 302-6.4 shall be deleted from the SSPWC and the following shall apply:

The concrete shall be deposited on a moist grade in such manner as to require as little re-handling as possible. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies by internal vibrations. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. The vibrator shall never be operated longer than 15 seconds in any one location.

Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them, but shall not be dumped onto a joint assembly.

Concrete shall not be placed until soils engineer has approved in writing the Aggregate Base compaction.

After the pavement has been completed and forms have been removed, the Contractor shall backfill the void with materials matching the existing surface. This material shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding/adjacent pavement or surface.

1180-5.2 STRIKEOFF, CONSOLIDATION, AND FINISHING

The sequence of operations shall be the strike-off and consolidation, floating if necessary, straight edging, and final surface finish. The pavement shall be struck off and consolidated with a mechanical finishing machine, vibrating screed, or by hand finishing methods when approved by the engineer.

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted. If it is permitted, it shall be applied as a fog spray with approved spray equipment.

After the pavement has been struck off and consolidated, it shall be scraped with a straightedge 10 ft. long equipped with a handle to permit operation from the edge of the pavement. Any excess water and laitance shall be removed from the surface of the pavement. The straightedge shall be operated parallel to the centerline of the pavement and shall be moved forward one-half its length after each pass. Irregularities shall be corrected by adding or removing concrete. All disturbed places shall be again straight-edged. The use of long-handled wood floats shall be confined to a minimum.

Before final finishing is completed and before the concrete has taken its initial set, the edges of the slab and curb shall be carefully finished with a 1/4 inch radius.

A broom shall be used for final finishing. A stiff bristled broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping to produce surface corrugations of uniform appearance and about 1/16 inch in depth.

1180-5.3 PAVEMENT PROTECTION

The Contractor shall have available materials to protect the surface of the concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting.

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least 3 days after placement. White liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly place concrete shall be covered by the curing medium. The edges of concrete slabs exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab and curb surface.

The Contractor shall have at hand and ready to install before actual placement begins the equipment needed for adequate curing.

Curing shall comply with Section 302-6.6 of the SSPWC.

1180-5.4 JOINTS

1180-5.4.1 GENERAL

Contraction joints, expansion joints, and all longitudinal joints shall be placed as indicated in the plans. Transverse construction joints shall be used as required in the specifications. Transverse joints shall extend continuously through the pavement and closure strip.

1180-5.4.2 TRANSVERSE CONTRACTION JOINTS

Transverse contraction joints shall consist of planes of weakness created by use of a transverse strip or cutting grooves in the surface of the pavement. They shall be equal to at least one-fourth the depth of the slab (D/4).

1. Transverse strip contraction joints shall be formed by installing a parting strip to be left in place.

2. Saw cut contraction joints shall be created by sawing grooves in the surface of the pavement with an approved concrete saw. After each joint is saw cut, the saw cut and adjacent concrete surface shall be thoroughly cleaned.

Saw cutting of the joints shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, usually 4 to 24 hours. All joints shall be sawed before uncontrolled shrinkage cracking occurs. If necessary, the sawing operations shall be carried on both day and night, regardless of weather conditions. A standby saw shall be available in the event of breakdown.

The sawing of any joint shall be omitted if a crack occurs at or near the joint location before the time of sawing. Sawing shall be discontinued if a crack develops ahead of the saw. In general, all joints shall be saw cut in sequence. All contraction joints in lanes adjacent to previously constructed lanes shall be saw cut before uncontrolled cracking occurs. If extreme conditions make it impracticable to prevent erratic cracking by early sawing, the contraction joint groove shall be formed before initial set of concrete, as provided above.

3. Transverse formed contraction joints shall consist of a groove or cleft extending downward from and normal to the surface of the pavement. These joints shall be made while the concrete is plastic by an approved mechanically or manually operated device to the dimensions indicated in the plans.

RECOMMENDED JOINT SPACING FOR PLAIN CONCRETE PAVEMENTS

| **Pavement Thickness** | **Joint Spacing** |
|---|---|
| 5 in. (125 mm) | 10-12.5 ft (3.0-3.8 m) |
| 6 in. (150 mm) | 12-15 ft (3.7-4.6 m) |
| 7 in. (175 mm) | 14-15 ft (4.3-4.6 m) |
| 8 in. (200 mm) or more | 15 ft (4.6 m) |

1180-5.4.3 TRANSVERSE OR LONGITUDINAL CONSTRUCTION JOINTS

Construction joints are joints between slabs that result when concrete is placed at different times. Construction joints can be transverse or longitudinal and are constructed in all types of rigid pavements. Tie bars are typically used at construction joints to connect the adjoining slabs together so that the

construction joint will be tightly closed. For concrete street pavements, #4 tiebar at 30 in. spacing are used.

Transverse keyed construction joints with tiebar (#4 tiebar, ½"dia. x 24") shall be placed whenever the placing of concrete is suspended more than 30 minutes.

Longitudinal keyed construction joints with tiebar are used for lane-at-a-time construction.

1180-5.4.4 LONGITUDINAL CONTRACTION JOINT

Longitudinal contraction joints: Joints constructed into the new pavement parallel to the centerline to control cracking and delineate lanes of traffic.

Longitudinal contraction joints are formed by sawing the hardened concrete or by forming grooves into the fresh concrete, much in the same way as transverse contraction joints, however the depth of the saw cut or groove should be one-third the slab thickness (D/3). Timing of the initial sawing is usually not as critical as for transverse construction joints since the transverse shrinkage movement is not as great as the longitudinal shrinkage. Typically, sawing should be completed in 48 hours and before any heavy equipment or vehicles are allowed on the pavement. Still, under certain conditions, such as a large drop in air temperature during the first or second night, longitudinal cracks may occur early. As a result, it is good practice to saw these joints as early as practicable.

1180-5.4.5 ISOLATION JOINTS AND EXPANSION JOINTS

Isolation and expansion joints are used to separate dissimilar pavements/structures in order to lessen compressive stresses that could cause excessive cracking. Examples of dissimilar pavements/structures include different joint patterns, different types of rigid pavement (e.g. Continuously Reinforced Concrete Pavement/Jointed Plain Concrete Pavement), structure approach slabs, building foundations, drainage inlets, and manholes. Isolation and expansion joints are filled with a joint filler material to keep cracks from propagating through the joint and to prevent water/dirt infiltration.

Isolation joints around in-pavement structures, such as drainage inlets, manholes and valves, meter boxes, lighting structures, footing should be ½ to 1 in. wide. A pre-formed joint filler material occupies the gap between the slabs and is continuous from one pavement edge to the other. This filler material is usually a non-absorbent, non-reactive, non-extruding material typically made from either a closed cell foam rubber or a bitumen-treated fiber board. No plug or sliver of concrete should extend over, under, through, around, or between sections of the joint filler, or it will cause spalling of the concrete. Fillers may be held in place by stakes in the subgrade. After the concrete hardens, the top of the filler may be recessed about ¾ in. to allow space for joint sealant.

Joint filler, when required, shall be as designated on Section 201-3 of the Standard Specifications.

1180-5.4.6 JOINT SEALS

Construction joints (Longitudinal or Transverse Joints) should be sealed to prevent incompressible materials from filling the joints and causing the concrete to spall. Seals also limit the entry of water that could otherwise degrade the underlying pavement layers and or corrode the dowel bars.

There are many acceptable materials available for sealing joints in concrete pavements. Sealants are most simply classified as liquid (field molded) and pre-formed (compression).

Typically, compression seals are preferred for new construction because of their longer performance life. Liquid sealants should be used for rehabilitation or retrofitting existing joints because they are more adaptable to surface abnormalities. Sealants shall conform to Section 201-3 of the Standard Specifications.

1180-5.5 OPENING TO TRAFFIC

The Engineer shall decide when the pavement shall be opened to traffic. It shall not be opened to traffic until the field-cured concrete has attained a compressive strength of 2,500 psi. Before opening to traffic, the pavement shall be cleaned. These provisions shall apply to operating ready mix trucks on the new concrete section.

1180-6 MEASUREMENT AND PAYMENT

The quantity of concrete pavement to be paid for will be measured by the cubic yard (CY). The volume to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer. No allowance will be made for concrete pavement placed outside those dimensions unless otherwise ordered by the Engineer.

The contract price paid per cubic yard for concrete pavement shall include full compensation for furnishing all labor, materials (including cement in the amount specified, tie bars & dowel bars, fillers & sealants), tools, equipment, and incidentals, including backfilling the void from form removal, and for doing all the work involved in constructing the Portland cement concrete pavement, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for backfilling the void from form removal or removing and replacing the existing pavement to meet the specified surface tolerance shall be considered as included in the contract price paid per cubic yard (CY) for Portland Cement Concrete Pavement and no separate payment will be made therefor.

1182 PORTLAND CEMENT

1182-1 SCOPE

This work shall consists of furnishing and delivery of Portland Cement for general use as required by other Work operations and as directed by the Engineer.

1182-2 MATERIALS

Portland cement shall be type II or Type V conforming to the requirements of Section 202-1.2.1 of the SSPWC.

The Contractor shall furnish a Certificate of Compliance.

The City will require a signed certification from the supplier for each shipment of cement stating that the cement complies with ASTM C150 and all additional requirements of SSPWC Section 201-1.2.1.

Cement shall be stored to protect against contamination and moisture. Should any cement show evidence of contamination or be otherwise unsuitable, the Engineer may reject it and require that it be removed from the site.

Cement shall be of the same brand and type unless otherwise approved by the Engineer.

1182-3 MEASUREMENT AND PAYMENT

Payment for Portland cement will be made at the Contract Unit Price per ton (TON), the unit price shall include furnishing, transporting, delivery, and spreading.

The basis of payment shall be the net weight of Portland cement furnished and delivered to the Work site. The Contractor shall furnish the Engineer with certified weighmaster certificates.

1185 ADJUST MANHOLE FRAMES AND COVERS, GRATES, VALVES, CLEAN-OUT AND/OR MONUMENT COVERS

1185-1 SCOPE

Where shown on the Plans, or as directed by the Engineer, existing manholes, manhole and cleanout covers, valve covers, survey monument covers or buried survey monument, water meter boxes and covers, or other utility service structures shall be adjusted to grade in accordance with the provisions of Sections 309 and 403 of the SSPWC and these Special Provisions.

In the case of Portland cement concrete pavement, manhole and vault frames and other utility frames or covers shall be set to finish grade before paving.

1185-2 CONSTRUCTION

The Contractor shall provide a temporary false floor for manholes while the covers are being adjusted either up or down through the course of the Project. The false floor shall prevent construction debris from falling into the manhole chamber or pipeline.

The Work shall conform to Section 403 of the Standard Specifications. Manhole adjustment shall include modification of existing manhole cones, precast sections, barrel or risers, as necessary, in order to adjust covers to final grade.

All manhole covers, water valve covers, survey monument covers, and sewer terminal cleanout, including the frame and cover, and metal lid, shall be replaced in accordance with the requirements of the Plans and in conformance to the City of Oxnard's Standards at the Contractor's expense.

Valve Box Installation - City Std. Plate #303
Blow-off Installation - City Std. Plate #307
Terminal Cleanout - City Std. Plate #407
Shallow Manhole - City Std. Plate #408
Sewer Manhole Frame And Cover - City Std. Plate #412
Grating Catch Basin - City Std. Plate #504 And #505
Bicycle Proof Grate Details - City Std. Plate #511
Storm Drain Manhole Frame And Cover - City Std. Plate #517
Survey Monument - City Std. Plate #609

**Immediately after covering the water valve or manhole with asphalt during the paving operation, the Contractor shall locate the facility and inscribe an "X" into the pavement to facilitate the uncovering of the facility in an emergency.**

Existing survey monuments covered with asphalt concrete shall be reset in the surface of the new construction as directed by the City Engineer or as shown on the Plans. Marker plates/cover for survey monuments shall be installed per City Standard Plate 609.

The concrete collar around manholes, water valves, and survey monuments shall be left 2" lower than the adjacent pavement. The surface shall be tack coated with 0.10 gal/sy and paved with Type C-2 asphalt concrete. Immediately after placement, the surface shall be sand sealed.

All affected interior surfaces of sewer manholes raised to grade shall be coated with a protective coating per City Standard Plate 400, Sheet 2 of 2, Note 3.

All sewer manhole frames and covers shall be adjusted within 72 hours after the placement of paving. If several lifts of pavement are to be placed, the sewer manhole frames and covers shall be raised if the paving operation ceases for more than 72 hours. All other covers, frames, grates, monuments, and so forth shall be adjusted within 5 Working Days of final paving of each individual street segment.

All asbestos cement valve risers (valve stacks) shall be removed prior to pulverization or reconstruction and replaced with 8" diameter PVC risers. Cutting, abrading or breaking ACP shall be avoided. ACP risers shall be kept wet with amended water and wrapped securely in plastic sheeting. The Contractor shall store ACP risers in an area that is secure from public access until properly disposed. ACP risers shall be disposed of in compliance with Ventura County Air Pollution Control District (APCD), State, and federal regulations.

## 1185-3 UTILITY VERIFICATION

All City owned utility (water, recycled water, wastewater, storm drain, survey) manhole, vaults, valve frames & covers, survey monuments, and meter boxes shown or not shown on the plans shall be set to finished grade by the Contractor in accordance with the City Standard Plates and these Special Provisions.

The location of the existing underground utilities have been located in the field or obtained from the best available records. The Contractor shall assume the sole responsibility for confirming the exact locations of these facilities and protecting same from harm.

Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

## 1185-4 MEASUREMENT AND PAYMENT

Measurement and payment for adjusting utility covers to finish grade will be made at the Contract Unit Price per each (EA) type of cover. The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation of buried or covered survey monuments, and incidentals for adjusting utility covers in accordance with the Contract Documents, and shall include the cost of the new concrete boxes, castings, lids and covers for water valves, sewer terminal cleanout, and survey monuments, removing and disposing of ACP risers, new PVC risers, and water meter boxes.

Adjust manhole cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Manhole Frame And Cover To Finished Grade” item at the Contract Unit Price per each (EA) manhole cover adjusted, as shown in the bid.

Adjust sewer cleanout cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Sewer Cleanout Frame And Cover To Finished Grade” item at the Contract Unit Price per each (EA) cleanout cover adjusted, as shown in the bid.

Adjust water valve cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Water Valve Frame And Cover To Finished Grade” item at the Contract Unit Price per each (EA) valve cover adjusted, as shown in the bid.

Adjust catch basin frame and grate to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Catch Basin Frame And Grate To Finished Grade” item at the Contract Unit Price per each (EA) catch basin cover adjusted, as shown in the bid.

Adjust survey monument cover to finished grade, complete and in place, shall be paid per Bid Sheets, “Adjust Survey Monument Cover To Finished Grade” item at the Contract Unit Price per each (EA) monument cover adjusted, as shown in the bid.

Failure to adjust monument covers, water valve covers, survey monument covers, sewer terminal cleanout covers and manhole frames and covers in the time frame(s) indicated above shall cause the City to have the facilities adjusted

either by its own forces or by other contractors. If the facilities are adjusted by others, the Contractor shall forfeit the unit price for the Work and pay an additional fee to the City of $750 for adjusting each manhole frame and cover and $500 for adjusting each survey monument, sewer terminal cleanout and/or water valve. Such fee(s) shall be subtracted from any monies to be paid to the Contractor on the Project.

## 1187 ADJUST TO GRADE UTILITY BOXES (WATER METER BOXES, IRRIGATION BOXES, TRAFFIC PULLBOXES, AND OTHER UTILITY BOXES)

### 1187-1 SCOPE

Where shown on the Plans, or as directed by the Engineer, existing utility water meter boxes and covers, electrical pull boxes or other utility service pull boxes shall be adjusted to grade in accordance with these specifications.

In the case of Portland cement concrete pavement, meter boxes and other utility pull boxes or covers shall be set to finish grade before paving.

### 1187-2 MATERIALS

The materials for meter boxes and utility pull boxes installation and adjustment shall conform to the specifications contained within the following:

For water meter box, refer to City Standard Plates # 304, #305 and #307.
For traffic pull boxes, refer to States Standard Plans ES-8A and ES-8B.

### 1187-3 CONSTRUCTION

The Work shall conform to Section 86-1.02C and Section 87-1.03C of the SSS; City Standard Plates #304, #305, and #307; and Section 1520-5 of these Special Provisions.

All water meter boxes, electrical pull boxes other utility boxes, including the cover, shall be replaced in accordance with the requirements of the Plans and in conformance to the City of Oxnard's Standards at the Contractor's expense.

The adjustment of utility boxes and covers shall be accomplished by removal or addition of materials necessary to bring the top to grade.

The concrete collar around utility boxes shall be left 2" lower than the adjacent pavement. The surface shall be tack coated with 0.10 gal/sy and paved with Type C-2 asphalt concrete. Immediately after placement, the surface shall be sand sealed.

All utility boxes shall be adjusted within 5 Working Days of final paving of each individual street segment.

### 1187-4 MEASUREMENT AND PAYMENT

Measurement and payment for adjusting utility boxes and covers to finish grade will be made at the Contract Unit Price per each (EA) type of utility box. The

above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, and incidentals for adjusting utility boxes and covers in accordance with the Contract Documents, and shall include the cost of the new concrete boxes, adjusting conduits, water meter boxes, covers, and box extensions or risers.

## 1190 PRESERVING SURVEY MONUMENTATION AND/OR INSTALL NEW SURVEY MONUMENTATION

### 1190-1 SCOPE

The work shall consist of preserving existing survey monumentation in existing facilities including sidewalks and curbs, and installing new survey monumentation in a new location as directed by the Engineer.

The existing monumentation to be preserved shall be indicated by the City. Monumentation includes embedded pipes; lead and tacks, and scribed marks included in recorded survey documents, including but not limited to records of survey, corner records, deeds, property descriptions, etc. The work under this bid item must be performed by or under the direct supervision of a licensed California Land Surveyor (LS) or Civil Engineer licensed prior to 1982 whose license is current and who does not have any pending license board action against licensed individual or firm represented by such individual.

### 1190-2 MATERIALS

Permanent survey monumentation shall consist of 60d steel spikes with 2-part epoxy by Simpson or equal. Pipes and other tagged monuments shall be replaced in kind as required by current statutes.

### 1190-3 CONSTRUCTION

The work shall consist of five parts for each individual survey monument. These parts are:

1) research of all applicable survey and property documents to determine if the monument is of record,
2) verifying the physical location of the monument compared to the record location,
3) placing sufficient temporary reference points to accurately relocate the monument after removal and replacement of the concrete,
4) replacing the monument after completion of the new concrete facility, and
5) amending the document record to indicate the work performed. The minimum required documentation is a Corner Record.

Lead and tacks as well as scribed marks shall be replaced with 60d steel spike set flush with the surface of the concrete. The spike shall be epoxied into a countersunk hole for the spike head and a predrilled hole for the spike itself. The completed installation shall be flush with the new concrete surface and cleaned

of excess epoxy. If necessary, the exact survey point shall be punched and then predrilled with a 3/32-diameter drill to a depth of 3/32-inch minimum.

Other survey monumentation such as pipes or tagged monuments shall be set in accordance with the current applicable statues and regulations.

Upon completion of the monument restoration, the appropriate survey record shall be prepared and filed as required by law and/or statute.

Prior to acceptance of the work, a manila file folder for each preserved monument location shall be prepared and presented to the City. The file folder shall include copies of each applicable record document concerning the monument, copies of survey records, documentation of temporary tie downs, a photograph of the monument prior to and after restoration, and a copy of the filed survey document required herein. All of the file folders for the entire project shall be submitted at one time.

The City shall have ten Working Days to review the completed monument files. Any corrections shall be corrected within ten Working Days after return of any document to the Contractor.

1190-4 MEASUREMENT AND PAYMENT

The work shall be paid as enumerated in the unit price bid schedule.

“Survey Monument Preservation” or “Install New Survey Monuments” shall include all work required under this specification including items one through five enumerated above. The unit price for these items shall include all of the work associated with full completion of the work and no additional costs shall be allowed therefore.

1192 MISCELLANEOUS WORK AND INCIDENTAL CONSTRUCTION

1192-1 SCOPE OF WORK

The Work under this section shall consist of removal, disposal, coordination, relocation, salvaging, reconstruction and protection of existing facilities which interfere with, or are within a close proximity of, the proposed construction of a street and park improvements; storm drain, sewer lines, and waterline improvements. All such Work shall be accomplished in accordance with the applicable provisions of the SSPWC, and these Specifications and Special Provisions as directed by the Engineer.

1192-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Relocate, remove, and install/reconstruct chain link fence.

B. Relocate, remove, and install/reconstruct wooden or Vinyl fence.

C. Install or remove and replace PVC storm drain pipes.

D. Relocate or remove and replace backflow preventer assembly or other pipeline appurtenances.

E. Reset and relocate mailbox as specified.

F. Install or remove and replace sidewalk concrete drainage channel with steel plate per Appendix: D. Match existing sidewalk width.

G. Install or remove and replace sidewalk drainage trench grate per Appendix: D and manufacturer's specifications.

H. Install or remove and replace AC Dike per City Standard Plate 111.

I. Install or remove and replace AC speed hump including pavement marking Per Appendix: D.

J. Install or remove and replace 6-inch thick concrete swale.

K. Install or remove and replace sidewalk double box storm drain per Appendix D.

L. Install or remove and replace Type E Curb per Caltrans A87A.

M. Install or remove and replace sidewalk drain pipes per City Standard Plate 122.

1192-3 MATERIALS

All materials shall conform to the specifications contained within the following:

SSPWC Section 201 – Concrete, Mortar And Related Materials
SSPWC Section 202-2 Concrete Block
SSPWC Section 203 – Bituminous Materials (Asphalt)
SSPWC Section 204 – Lumber And Treatment With Preservatives
SSPWC Section 206 – Miscellaneous Metal Items
SSPWC Section 207 – Gravity Pipe

Wooden or Vinyl fence materials shall match the existing fence in kind.

Sidewalk drainage trench grate shall be 14" Wide Bolted Neenah R-4999-DX Series, Type P ADA Trench Grate or Equal.

Trench gate/Bolted Grating or Cover per J.R. HOE products or Equal

1192-4 CONSTRUCTION

All relocation, construction, and installation shall conform to the specifications contained within the following:

SSPWC Section 303 – Concrete And Masonry Construction
SSPWC Section 304 – Metal Fabrication And Construction
SSPWC Section 305-2 Timber Structures And Timber Construction
SSPWC Section 306 – Open Trench Conduit Construction

For mailbox reset and relocation:
Move each mailbox to clear the way for construction activities during construction activities. Each mailbox must be accessible for delivery at all times. Install each mailbox on a post set in the ground or on an authorized temporary support. When construction is complete, reinstall mailbox. Replace mailbox post in kind if damaged.

Installation of sidewalk drainage channel shall be complete with concrete channel and steel metal cover including all components per the construction details supplied.

Asphalt concrete berms or dikes shall be in accordance to the details shown on City Standard Plate 111.

Speed hump pavement marking shall be per MUTCD Figure 3B-29.

The Contractor shall provide a temporary barricade or protective fence around the Work area.

## 1192-5 MEASUREMENT AND PAYMENT

Payment for Miscellaneous Work and Incidental Construction items shall be made as specified in the SSPWC and in these Specifications and Special Provisions as shown in the Bid.

Payment for the various types of miscellaneous Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The above miscellaneous Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, disposals, and incidentals and any other related work considered as included in the Contract unit price and no additional compensation will be made therefore.

## 1200 SANITARY SEWER CONSTRUCTION – GENERAL

The Contractor shall comply with the SSPWC, the City of Oxnard Standard Plates and with these Specifications and Special Provisions regarding all pipe and appurtenant construction. Particular attention shall be given to Section 5-7 of the SSPWC. Existing substructures and utilities shown on the drawings were taken from available records. However, the Contractor shall, by potholing or other means, verify the existence and/or location of all utilities, substructures and service laterals. The Contractor shall, during the life of this project, provide for the protection of all existing substructures or utilities in or adjacent to the work and provide for their uninterrupted service. If any such utility or substructure is interrupted from service due to the Contractor's activities, the Contractor shall, at his own expense, provide

temporary service and, if required, replace the utility to the owner's satisfaction. In the event of any unauthorized over excavation, all work required for backfill and compaction shall be at the Contractor's expense.

1200-1 POTHOLE REQUIREMENTS

The Contractor shall be required to perform potholing and other necessary utility investigations whether indicated on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the City time to make any required adjustments. If changes are required, the Contractor shall allow the City a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No additional payment will be done for additional work and material needed for pipeline alignment change or extension due to failure to provide pothole information prior to any pipe installation and trenching.

Potholing and preparing the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new utility line construction. The Contractor shall pothole and expose all existing utility crossings, close parallel utilities, and at the point of tie-in. The Engineer may request additional potholes at anytime.

The Contractor shall provide the Engineer a written complete pothole report listing the following information: pothole #, station #, existing ground elevation, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**. No separate compensation will be provided to the Contractor for such work.

1200-2 SAW CUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within project limits shall be performed by the Contractor, using equipment which will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 3 feet or less from the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number five dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxied into the existing cross gutter. The Contractor shall remove and dispose of all damaged existing improvements caused by the Contractor’s operations in accordance with Subsection 401-3.2 of the SSPWC.

1200-3 TRENCH EXCAVATION

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the Standard Specifications. The trench shall be excavated

to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or adjacent to traveled lanes. Free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed at its own expense.

Any asbestos cement pipe (ACP) or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This work shall consist of performing all operations necessary to excavate all water and materials of any nature (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), which interfere with the construction work regardless of character and subsurface conditions, and no separate payment will be made therefor.

1200-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the work. One block or 500 feet , whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1200-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1200-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1200-4 DEWATERING OF TRENCHES AND EXCAVATIONS

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level 4-ft below the level of the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes. The Contractor shall be responsible to verify the groundwater elevation.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The “plan/system of plans” consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

1200-5 PIPE BEDDING MATERIAL

Sand bedding shall be used in all pipe installations, except as noted in the Special Provision, to a minimum depth of 6 inches below the bottom of the pipe to the pipe spring line. Where ordered by the Engineer or Inspector, additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps and other deleterious material. Only where additional bedding and over-excavation is ordered shall the Contractor receive additional compensation for such work and materials. This compensation shall be only for the volume of over excavation ordered beyond the limits shown on City Standard Plate 602, and as modified below.

In the pipe zone, from the pipe spring line to 12 inches above the top of the pipe, the fill shall be of approved excavated sand or imported sand with a sand equivalent of 30 minimum. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 95% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jettying shall not be used unless the backfill material and the adjacent native materials have a sand equivalent of not less than 30.

1200-6 BACKFILL

The backfill shall be the section 12 inches above the top of pipe to the surface in accordance with City Standard Plate 602. The backfill material shall have a sand equivalent of 30 or more and shall be free from ashes, refuse, rock greater than 4 inches, vegetable or organic material.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained. Payment for this item shall be included in the payment for pipe installation.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

1200-6.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E-Placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

1200-7 COMPACTION TESTS

The relative compaction shall be in accordance with the ASTM D1557 Method C and will be determined by a consultant retained by the City.

The City will obtain the services of a soils engineering company to take compaction tests throughout the length of the project. All first tests (at each location) that meet the compaction requirements will be paid for by the City.

All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

1200-8 UTILITY CROSSING

Changes in alignment and grade of the water line or changes in the fittings at connections due to utility crossings shall be approved by the Engineer. The cost incurred in making utility crossings, whether or not the utilities are shown on the Plans, shall be included in the price bid for other items of work and no additional payment will be made therefor.

Sewer and water line crossings shall meet the requirements of the State Health Department.

The Contractor shall be responsible to notify and coordinate the repair/replacement work on all utilities to the respective owners, which may affect or be affected by construction operations.

1200-9 SEWAGE BYPASS AND/OR SEWAGE DIVERSION

The flow of sewage shall not be interrupted. Should the Contractor disrupt the operation of existing sanitary sewer facilities, or should disruption be necessary for performance of the Work, the Contractor shall bypass the sewage flow around the Work.

Prior to any work performed on existing sewers, the Contractor shall submit to the Engineer a Sewer Bypass Plan outlining the Contractor's methods and procedure for transferring sewer services to the newly constructed sewer main in accordance with Section 3-12.5 of the SSPWC. If the Contractor's Bypass Plan is deemed unacceptable by the Engineer, the Contractor shall make the necessary changes to the Plan and resubmit for approval. The Contractor shall not perform any bypass work without direct approval from the Engineer.

Payment for sewage bypass/diversion shall be paid for on a unit price basis as enumerated in the Bid Sheets.

1200-10 STREET PAVEMENT REPAIR

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC.

All trenches shall be paved on a daily basis with cold mix. Payment for temporary pavement shall be included in the payment for the underlying pipe.
In areas not to be reconstructed, existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before repaving is commenced. If the pipeline main is 5 feet or less from the curb, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the pipeline installation. Where required by the Engineer, or shown on the Plans, pavement removed shall be saw cut prior to repaving. Should it be necessary to increase the width of trench during construction due to caving, etc., under the previously saw cut area, a secondary saw cut and additional pavement removal may be required by the Engineer prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base thickness as directed by the Engineer.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the street facilities. Street improvements which are damaged or destroyed in the process of construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.1, and 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. Installation and compaction of aggregate base shall conform to Subsection 301-2 of the Standard Specifications.

The thickness of the base and A.C. pavement shall be in accordance with Standard Plate 602.

1201 SANITARY SEWER INSTALLATION – GRAVITY SEWER

1201-1 SCOPE

The following section includes all work appurtenant to the complete installation of the sewer improvements specified herein and on the Plans. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved in constructing the sanitary sewer improvements.

## 1201-2 MATERIALS

There shall be no changes of material between any two adjacent manholes or in a continuous run of pipe.

The Contractor shall submit manufacturer's data sheets showing dimensions and materials for construction for each type of pipe to be installed. Submit Certificates of Compliance with all material specifications (ASTM's, MILSPEC or others) as required by these Specifications.

### 1201-2.1 PIPES

A. POLYVINYL CHLORIDE PLASTIC PIPE

PVC Gravity Sewer Pipe shall be C900 PVC SDR 26, in accordance with ASTM D 3034 for diameters up to and including 12 inches and ASTM F 679 for diameters 14 to 24 inches. All plastic pipes entering or leaving a manhole shall have a standard gasket, as supplied by the pipe manufacturer, firmly clamped around the pipe exterior and cast into the concrete structure base as a water stop. Connect to existing sewers with Fernco 5000 Series Back (RC) coupling, or equivalent.

B. VITRIFIED CLAY PIPE (NOT USED)

Vitrified clay pipe shall be Extra-strength Vitrified Clay pipe in accordance with ASTM C-700. Pipe for microtunneling shall be vitrified clay jacking pipe with stainless steel joint bands and pushing cushions between pipes.

C. POLYMER CONCRETE

Polymer Concrete pipe shall be in accordance with ASTM 6783.

D. HIGH-DENSITY POLYETHYLENE PIPE

Pipe and fittings shall conform to the requirements of AASHTO M294.

The inside diameter, minimum wall thickness and minimum pipe stiffness shall be as specified in Table 207-18.3 of SSPWC.

### 1201-2.2 MANHOLES

Pre-cast concrete manholes and vaults shall be installed in accordance with the City of Oxnard Standard Plates 400 and 412 except as modified on the Plans or in these Special Provisions.

### 1201-2.3 SERVICE LATERALS

PVC C-900 Class 200 for 4”-6” diameter per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies.

### 1201-2.4 FORCE MAIN

Sewer force main pipe shall be rubber gasket, or thermal butt fused PVC pipe per AWWA C-905 Class 165.

1201-2.5 PIPE IDENTIFICATION PRODUCTS

All sewer pipes shall have a continuous detectable tape installed above the pipe. The tape shall consist of aluminum foil laminated on both sides in plastic. Tape shall be 6” wide with 3” lettering. Color Code and black lettering shall be: Green with “CAUTION: SEWERLINE BURIED BELOW”. Tape shall be Harris Industries Detectable Underground Tape, or equal.

1201-2.6 DELIVERY AND TEMPORARY STORAGE OF PIPE

Pipes shall be shipped, stored, and placed at the installation site with uniform support of the pipe. Avoid scratching the pipe surface. Do not stack higher than 4-feet nor stack with weight on bells. Cover ALL PLASTIC PIPES to protect from sunlight.

Contractor shall not install gouged or scratched pipe which shows a clear depression.

1201-3 CONSTRUCTION

Excavation and backfill for structures shall be in accordance with SSPWC Section 300-3, City Standard Plate 602, and these Specifications and Special Provisions.

The trench bottom shall be graded to provide a smooth, straight, firm and stable foundation at every point throughout the length of the pipe. Bedding material shall be a minimum of 6" below the pipe. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all loads and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Except as required to replace unsuitable material, any excavation carried below the sub grade shown or ordered, shall be refilled to the required grade with selected material approved by the Engineer and compacted by approved mechanical means to obtain a firm sub grade. Such work shall be performed by the Contractor at his own expense.

All sub grade and/or natural soils sub grade material shall be compacted to obtain a firm sub grade before installing pipe.

Should the width of the trench exceed the permissible limits set forth herein or shown on the Plans, the Contractor shall, at his own expense, bed, grade, and backfill the pipe as shown on the Plans and as directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. To the maximum possible extent, free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and

means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

During trench excavation, place the excavated material only within the working areas. The Contractor shall conform to federal, state, and local codes governing the safe loading of trenches with excavated material.

1201-3.1 PIPES

Pipes shall be constructed per these Specifications and Special Provisions.

1201-3.1.1 PIPE CLEANING

All portions of the pipeline which have been constructed under this contract shall be cleaned of all sand, mortar, cement, bricks, and all other construction material, debris, dirt, mud and silt before starting the testing.

1201-3.1.2 LEAKAGE TESTING

The Contractor shall conduct leakage testing on the gravity sewer pipeline by the low-pressure air test method in accordance with Section 306-7.8 of the SSPWC.

1201-3.1.3 INFILTRATION TESTING

In the event that ground water is present during construction, the gravity sewer pipe shall be subjected to an infiltration test performed in accordance with Section 306-7.8.2.3 of the SSPWC.

1201-3.1.4 FAILURES OF TESTING

Any pipe that fails the pressure or infiltration testing shall be removed, replaced and retested. The entire reach between manholes shall be retested.

1201-3.1.5 ROUNDNESS TESTING

The gravity sewer pipe shall be tested for roundness by pulling a mandrel in accordance with Section 306-7.8.3 of SSPWC. The mandrel shall move smoothly throughout the pipe without sticking. Remove and replace any pipe that fails to meet the mandrel test.

1201-3.1.6 VIDEO INSPECTION

Closed circuit television (CCTV) inspection is required prior to and after rehabilitation per 500-3.4 of the SSPWC.

The gravity Sewer pipe shall be video inspected as follows:

A. Introduce water into the upstream end of the pipe until water flow is seen exiting the reach to be inspected. Discontinue water flow and perform a video recorded inspection of the pipe in DVD format.

B. Pipe will be considered acceptable when the video camera records no ponding of water (except in joint recesses) within the pipe, no breaks in the pipe and no openings or breaks at the joints, and the pipe is clean and free of dirt and debris.

C. Remove and replace, or readjust to grade, or clean any pipe failing to meet the acceptable video requirements.

D. At the completion of video inspection, one copy of the disc shall be turned over to the Owner Representative at the site.

Payment for pre and post CCTV inspection shall be paid for on a unit price basis as enumerated in the Bid Sheets.

1201-3.2 MANHOLES

1201-3.2.1 BASES

The Contractor shall construct and install manholes per the City of Oxnard Standard Plates 400 and 412 with the following additions:

A. The base shall extend a minimum of 12” beyond the outside edge of the first manhole ring. Excavate for the manhole, and install a 12-inch thick coarse-graded, processed miscellaneous base material, per SSPWC Section 200-2.5. Base material shall extend 1-foot beyond the outside edge of the concrete manhole base. The base material shall be compacted to 90% relative compaction.

B. Lay inlet and outlet pipes to line and grade. Support pipes from movement while placing concrete. Form manhole base around pipes and invert channel between pipes. Invert channels between pipes shall provide uniform curvature and fall across the channel in the direction of flow. Pour concrete base as one monolithic section. Channels shall vary uniformly in size and shape from inlet to outlet.

C. Obtain a form from the Manufacturer of the precast manhole and trowel a groove into the top of the base to receive the first pre cast section.

D. Connection of new and exist sewer lines and extending exiting sewer lines to the new man hole per City Standard Plate 401.

E. Performance of trench safety per Section 1902-2 of this Specifications and Special Provisions.

1201-3.2.2 SHAFTS AND LINERS

Each shaft section shall have the liner installed and properly joined at the place of pre-casting before arriving on the project site. As each shaft is installed and joined, the liner shall also be joined to the section immediately below. Joining of liner shall be in accordance with manufacturer's recommended method except as indicated above.

1201-3.2.3 MANHOLE TESTING

The Contractor shall test manholes and wet well by the vacuum method in accordance with ASTM C1244. The manhole test shall be considered as passing when the time for the specified pressure drop exceeds the times calculated by the above formulas. When the time is less than that calculated, the test shall be considered failing. The Contractor shall reconstruct the manhole or rehabilitate the joints and retest the manhole.

Acceptable manhole tests shall be conducted after backfill and compaction and after the liner has been applied.

1201-3.2.4 CONNECTION TO EXISTING LINES

The method of making connections to existing lines shall be approved by the Engineer prior to construction. PVC pipe connections into new concrete manholes shall be made using Kor-n-seal boot or equal.
See City Standard Plate 401.

Rubber water-stops used in pipe-to-manhole joints, shall be rings of resilient material that will fit snugly over a pipe. The resilient material shall be held firmly against pipe surface by means of a stainless steel mechanical take-up device which, when tightened, will compress the resilient material or, by a stretch, fit. The rubber water stop shall be designed and installed so that leakage between pipe and manhole is eliminated. Material and manufacture of water-stops shall conform to applicable provision of the ASTM Standard Specifications for Resilient Connectors between Reinforced Concrete Manhole Structure and Pipes, ASTM C923.

1201-4 MEASUREMENT AND PAYMENT

Payment for the construction of sanitary sewer pipes will be measured by the linear foot (LF) along the line of the pipe. The length to be paid for will be the horizontal length.

The contract price paid per linear foot for sanitary sewer pipe of the size or sizes shown in the Bid Schedule of Work and Prices shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for doing all the work involved in installing sanitary sewer lines, beveling, backfilling, compaction, repaving where required, tenting, clearing and inspection, connections to manhole, replacing existing improvements to be replaced; for dewatering; for excavation and performing trench safety per Section 1902-2; and for doing all the work to furnish and install a sanitary sewer pipeline complete in-place, and operational. .

Manholes will be measured as individual units of the type, size, and shape shown on the Plans and specified in these special provisions. The accepted number of manholes, measured as provided above, will be paid for at the respective contract unit prices per Bid Schedule of Work and Prices for each for furnishing all materials and for all form work, all excavation and performing trench safety per Section 1902-2, dewatering, disposal of surplus material, and for all labor, equipment, tools, manhole testing, including connection of new or exist sewer lines, extending exiting sewer lines to the new man hole and incidentals necessary to complete the work.

## 1206 SEWER LATERAL RECONNECTION AND REMODELING

### 1206-1 SCOPE OF WORK

The work under this Section covers all labor, materials, tools, equipment and incidentals to reconstruct, modify, remodel and reconnection of the affected existing sewer laterals in conflict with the sewer line, storm drain line and/or water line construction. All work shall conform to the applicable details as shown on the Standard Plans and Plates, and the applicable provision of the Standard Specifications and these Special Provisions.

### 1206-2 WORK TO BE ACCOMPLISHED

The Contractor shall be responsible to verify the exact location of the sewer lateral. The Contractor shall repair or replace all sewer laterals which are damaged or removed as a result of its construction operations at his cost , with C-900 Class 200 plastic pipe a minimum length of 10 feet or the full width of the trench, (the greater of the two) with a minimum diameter of 4” per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies. The flow lines at the end points shall be matched, and strong-back full-circle clamps shall be used to make the connections. The backfill at all sewer laterals crossing over the water main shall be a 2-sack mix slurry.

Seventy-two hours prior to beginning the work on any house lateral, the Contractor shall notify the construction inspector so that affected residents can be notified. Lateral reconnection shall be made with a minimum inconvenience to the residents. Under no circumstances will sewage be allowed to be discharged into open trenches. Temporary bypasses shall be utilized to minimize inconvenience and to eliminate sewage discharge into open trenches.

All sewer and water crossing shall observe sanitary separation and protection requirements for water and sewer facilities.

Existing house connections that are damaged during construction which; is not in conflict with the installation of new sewer pipe line shall be repaired by the Contractor without extra payment.

Sand cushioning shall be placed between sewer lateral and existing storm drains or water lines within 12 inches of each other as directed by the Engineer.

After the sewer house lateral is exposed and is determined there is no conflict with the storm drain line and/or water line, these sewer laterals will be protected in place.

1206-3 MEASUREMENT AND PAYMENT

The measurement and payment for performing the work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools and incidentals necessary to modify, remodel and reconnect the existing sewer lateral to the sewer main complete in place including removal of obstruction excavation, dewatering, temporary sewer by-pass, all pipes and fittings, and necessary work as specified by the Engineer.

1207 SEWER PIPELINE REPAIR/REPLACEMENT

1207-1 SCOPE OF WORK

The work under this Section specifies the repair and/or replacement of a portion of sewer pipeline as shown on the Plans or as directed by the Engineer. The Contractor shall temporarily bypass the sewer flow around the work.

The work shall include excavation, dewatering, pipe repairs or replacement, backfilling, surface restoration, temporary flow bypassing, sewer dewatering, and traffic control.

1207-2 MATERIALS

The pipe and repair materials shall be the same as the host pipeline unless otherwise indicated, and shall comply with Section 1201-2 for the type and class required.

1207-3 SEWER BYPASSING AND DEWATERING

When required by the Contract Documents or the process, the Contractor shall bypass the sewer flow around the work and dewater the work area, in accordance with the Section 3-12.5 of the SSPWC and Section 1200-4 and Section 1200-9 of these Specifications and Special Provisions.

1207-4 CONSTRUCTION

Trenching and excavation shall conform to Section 1200 of these Specifications and Special Provisions.

The installation of the replacement pipe and/or repair work shall conform to Section 1201 of these Specifications and Special Provisions.

Existing vitrified clay pipe sewer line connection to new or existing sewer manhole shall be per 500-5.2 of the SSPWC.

Where existing vitrified clay pipe connects with the outside face of a manhole wall, a pipe joint or coupling shall be provided a maximum of 12'' from the face of the wall such that slight flexibility or motion can take place in or near the plane of the wall face.

All pipeline repairs/replacement shall be inspected and measured by the Engineer prior to any backfilling and compaction and leak testing/CCTV inspection prior to placing of permanent resurfacing.

Pipeline cleaning shall be performed per 500-3 of the SSPWC.

1207-5 MEASUREMENT AND PAYMENT

Sewer pipeline repair/replacement will be paid for at the Contract Unit Price per linear foot (LF).

Pipeline repair/replacement shall be measured along the longitudinal axis between the ends of the pipeline, as shown on the Plans or as directed by the Engineer, and shall not include the inside dimensions of structures.

The Contract Unit Price per linear foot (LF) for pipeline repair/replacement shall be considered full compensation for furnishing and installing all fittings, connections, seals, and special work shown on the Plans and in the Specifications. Additionally, the Contract Unit Price shall include all labor, materials, and equipment required; removal of interfering portions of existing sewers, and other improvements; closing or removing of abandoned pipelines and structures, if required CCTV inspection and/or leak testing; excavation of the trench and/or access/insertion pits; control of ground and surface waters; preparation of the subgrade; placing and joining of pipe, including any necessary annular space grouting; backfilling of the trench and/or access/insertion pits; temporary flow bypassing; temporary and/or permanent resurfacing; and all other work necessary for pipeline repair/replacement, complete and in place.

1208 REMOVAL AND DISPOSAL OF EXISTING STRUCTURES

Removal of surface improvements shall conform to 300-2.2.1 of the SSPWC.

Structures shown on the Plans to be removed shall be removed to the full depth of the structure, including its foundation. When manholes are to be removed, empty and dispose of the removed contents in a legal manner. All existing materials removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis. The streets shall not be used as a storage area for the removed structures.

All trench excavations and voids resulting from the removal of existing structures shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete. All work shall be performed in accordance with the City Standard Plate 602.

Cover sets, gratings, and other steel components (except reinforcing bars) of removed structures shall be salvaged. The Contractor shall contact the

component owners and, if requested, shall load such material onto an owner-furnished truck at the Work site. Otherwise, such material shall become the property of the Contractor and shall be disposed of off the Work site.

The measurement and payment for performing the work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

Payment is full compensation for all work involved in the removal and disposal of structures, including flushing and removal of sewage, excavation and backfill, pavement restoration, and for all labor, equipment, tools, and incidentals necessary to complete the work.

## 1209 ABANDONMENT OF EXISTING SEWER LINES AND STRUCTURES

Abandonment of existing sewer line conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

The work covered by this item consists of the abandonment of existing sewer lines and structures, at the locations shown on the plans.

Where a sewer line is to be abandoned as shown on plans, the Contractor shall furnish and install the necessary materials to concrete plug both the upstream and downstream manhole inverts, or as directed by the Engineer to properly abandon the sewer line. The abandoned sewer line shall be plugged on each end and filled completely with cement-based grout or flowable fill of at least 100 psi in strength, or as directed by the Engineer. The method shall adequately provide for the removal and legal disposal of existing sewer materials in the system and shall provide for the release of air.

When manholes are to be abandoned, empty and dispose of the removed contents in a legal manner, the upper portion shall be excavated to remove the cone, frame, and cover. The manhole shall be perforated at the base to prevent the entrapment of water and backfilled with suitable material and compacted to a 95% relative compaction and the pavement shall be reconstructed with asphalt concrete. All work shall be performed according to City Standard Plate 602.

The measurement and payment for performing the work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

Payment is full compensation for all work involved in the abandonment of the existing sewer lines including removal and disposal of sewage, concrete plug, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment is full compensation for all work involved in the abandonment of the existing manholes including removal and disposal of sewage, excavation and backfill, pavement restoration, and for all labor, equipment, tools, and incidentals necessary to complete the work.

## 1300 STORM DRAIN PIPE CONSTRUCTION – GENERAL

## 1300-1 SAW CUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within Work limits shall be performed by the Contractor using equipment which; will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 4 feet or less from the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number 5 dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxies into the existing cross gutter. The Contractor shall remove and dispose of outside of the right-of-way all damaged existing improvements caused by the Contractor's operations.

## 1300-2 DEWATERING OF TRENCHES AND EXCAVATIONS

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level minimum 4 feet below the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes. The Contractor shall be responsible to verify the groundwater elevation. (See Section 1800 for compliance with SWPPP) A discharge permit is required for dewatering ground water and discharging it to the storm drain system.

Dewatering shall consist of removal of surface water and/or ground water and/or water from existing or abandon pipes from the construction site as needed to perform the required construction in accordance with the specification.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into City owned storm drains, channels or natural water courses. If the proposed disposal location is a sanitary sewer, the contractor shall obtain a dewatering permit from City's water quality manager. The dewatering "plan/system of plans" consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

## 1300-3 TRENCH EXCAVATION

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the Standard Specifications. The trench shall be excavated

to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or adjacent to traveled lanes. Free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed of by it at its own expense.

Any asbestos cement pipe or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any asbestos cement pipe (ACP) shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This work shall consist of performing all operations necessary to excavate all materials (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), regardless of character and subsurface conditions, and no separate payment will be made therefor.

1300-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the work. One block or 500 feet , whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1301-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1301-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1300-4 PIPE BEDDING

Sand bedding shall be used in all pipe installations, except as noted in the Special Provision, to a minimum depth of 6 inches below the bottom of the pipe to the pipe spring line. Where ordered by the Engineer or Inspector, additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps and other deleterious material. Only where additional bedding and over-excavation is ordered shall the Contractor receive additional compensation for such work and materials. This compensation shall be only for the volume of over excavation ordered beyond the limits shown on Standard Plate Nos. 602, and as modified below.

In the pipe zone, from the pipe spring line to 12 inches above the top of the pipe, the fill shall be of approved excavated sand or imported sand with a sand equivalent of 30 minimum. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 95% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jettying shall not be used unless

the backfill material and the adjacent native materials have a sand equivalent of not less than 30.

## 1300-5 BACKFILL

The backfill on the pipe zone section 12-inches above the top of pipe shall be with a minimum sand equivalent of 30 or greater in accordance with City Standard Plate 602. The backfill zone material shall have a sand equivalent of 20 or more and shall be free from ashes, refuse, rocks, vegetable or organic material. Contractor shall use backfill alternative if native soil is below sand equivalent of 20.

Backfill zone shall be in accordance with City Standard Plate 602 except that the backfill of pipe trench on all major arterial streets shall be a one-sack cement slurry.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

### 1300-5.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

## 1300-6 COMPACTION TESTS

The relative compaction shall be in accordance with the ASTM D1557 Method and will be determined by a consultant retained by the City.

The City will obtain the services of a soils engineering consultant to make compaction tests throughout the length of the Work. All first tests (at each location) that meet the compaction requirements will be paid for by the City.

All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

## 1300-7 STREET RESURFACING

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC and in accordance to City Standard Plate 602.

All trenches shall be paved on a daily basis with cold mix. Payment for temporary pavement shall be included in the payment of the underlying pipe.

Existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before repaving commences. If the storm drain pipe is 5 feet or less from the curb, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the pipe installation. Where required by the Engineer, or shown on the Plans, pavement removed shall be saw cut prior to repaving.

All pavement distresses areas due to trench excavation shall be milled and paved and all pavement settlements due to trench excavation shall be repaired per engineer's direction prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement, and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base thickness as directed by the Engineer. The Contractor shall verify the extent of the concrete streets and alleys as shown on the Plans.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the streets facilities. Street improvements which; are damaged or destroyed in the process of the construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. The thickness of the base and A.C. pavement shall be in accordance with City Standard Plate 602.

1300-8 REMOVAL AND ABANDONMENT OF EXISTING CONDUITS AND STRUCTURES

Removal and abandonment of existing conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

1300-9 POTHOLE REQUIREMENTS.

1300-9.1 SCOPE OF WORK

The Contractor shall be required to pothole and expose all existing utility crossings and parallel utilities (4 feet wall to wall) to the proposed waterline and all point of tie-ins and other necessary utility investigations as required to perform the specified work whether the utility shown on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the Agency time to make any required

adjustments. If changes are required, the Contractor shall allow the Agency a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No extra equipment, labor or material payment shall be paid for alignment changes due to failure to provide pothole information prior to pipe construction thereby causing addition work or delay.

Potholing and preparation of the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new waterline construction. The Engineer may request additional potholes as needed.

1300-9.2 SUBMITTAL

The Contractor shall provide the Engineer a written complete pothole report listing the following information: Street or alignment name, pothole #, station #, existing ground elevation, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**. No separate compensation will be provided to the Contractor for such work.

1302 STORM DRAIN MAIN AND LATERAL

1302-1 SCOPE OF WORK

The Work under this Section shall consist of all labor, materials, tools, equipment and incidentals necessary to construct storm drain main lines and laterals. All Work shall conform to the details of the Plans, Standard Drawings, applicable Provisions of the SSPWC, approved shop drawings and these Specifications and Special Provisions.

1302-2 PIPE MATERIALS

The storm drain pipe shall be installed in accordance with Section 306 of the SSPWC unless otherwise specified in these Special Provisions. Trench bottom shall be re-compacted to 90% and new bedding materials placed.

1302-2.1 R.C.P. PIPE

R.C.P. shall be Class III or better in conformance with the SSPWC 207-2. Class III pipe is equivalent to 1350 D load with load factor of 1.9.

1302-2.2 PVC PIPE

PVC pipe shall be DR 18 or better.

1302-2.3 PLASTIC PIPE

All plastic pipe and fittings shall be as shown on drawing in conformance with Sections 207-17, Table 306-2.1 (A) of SSPWC and specification per ASTM D2321 Section 8.

1302-2.4 HIGH-DENSITY POLYETHYLENE PIPE

Pipe and fittings shall conform to the requirements of AASHTO M294.

The inside diameter, minimum wall thickness and minimum pipe stiffness shall be as specified in Table 207-18.3 of SSPWC.

1302-2.5 CORRUGATED METAL PIPE AND ARCHES

Corrugated metal pipe and pipe arches shall comply with the requirements as shown on the Plan and in conformance with the SSPWC Subsection 207-11.

Corrugated metal pipe and pipe arches shall be either corrugated aluminum pipe or corrugated steel pipe.

Corrugated metal pipe and arches include all necessary bends, wyes, tees, other branches, concrete collars or tees, and reinforcements.

1302-3 CONSTRUCTION

The storm drain pipe shall be installed in accordance with Section 306-1 and 306-7.7.2 of the SSPWC unless otherwise specified in these Specifications and Special Provisions. Trench bottom shall be re-compacted to 90% and new bedding materials placed. Backfill shall be in accordance with Plate City Standard Plate 602.

Prior to initiating construction, the existing underground utilities shall be potholed and their location and elevation verified. The potholing information shall be submitted a minimum of ten (10) Working Days prior to beginning construction of the storm drains.

The storm drains shall be constructed in accordance with Section 306-1 of the Standard Specifications and these Special Provisions.

The existing storm drain pipes to be replaced shall be removed in their entirety. Additional excavation shall be performed as necessary for the new pipes. If removal of the existing structures requires backfilling to the grade for the new structure, the void shall be filled with PMB and compacted to 95% relative compaction.

The new storm drain pipes shall be placed true to line and grade as indicated on the plans.

After placement or construction of the storm drains, the void between the sides of the pipe and the surrounding soil shall be backfilled with CLSM if the space between the structure and soil is less than 18 inches. If the void is greater than 18 inches, the void shall be backfilled with PMB and compacted to 95% minimum compaction.

The existing paving shall be restored with a minimum of six inches of asphalt concrete. The surface of the restored pavement shall match the existing surface prior to placement of the overlay. The manhole frames and covers shall be adjusted to the finished elevation of the overlay after resurfacing is complete. Asphalt concrete work shall conform to these special provisions.

After completion of the pipe installation, backfill, and paving; the contractor shall provide a video inspection of the pipeline (30" Dia. and lesser) by a pan and tilt type camera. The inspection shall be made in the presence of the City inspector. Videotape of the inspection shall be provided to the City.

All defects shall be repaired to the satisfaction of the City Inspector. After the repairs are made, the pipe shall be re-inspected by video camera.

1302-4 CLEANING OF PIPELINES

All portions of the storm drain system which have been constructed under this Contract shall be cleaned of all sand, mortar, cement, bricks, and all other material or debris.

1302-5 MEASUREMENT AND PAYMENT

The measurement and payment for performing the Work under this section will be made at the Contract Unit Price per linear foot (LF) as indicated on the Bid Sheets.

The Contract price and payment shall include full compensation for furnishing all labor, equipment, tools, materials and incidentals for the construction of storm drain pipe and storm drain lateral including: sawcutting; trench excavation and trench shoring/safety per Section 1902-2; dewatering; disposal of excavated materials; removal of obstructions; sealing joints; connections to new manholes; backfilling; pipe bedding; compaction tests; testing; flushing; restoration of improvements including permanent pavement; temporary pavement; tack coat; potholing & utility investigations; and all incidental work necessary to complete the installation of the storm drain as shown on the Plans and as specified in the Special Provisions and as directed by the Engineer.

The unit cost shall also include the cost of the video inspection.

1303 APPURTENANT STRUCTURES FOR STORM DRAIN LINES

1303-1 SCOPE OF WORK

The Work under this Section covers all labor, materials, tools, equipment and incidentals necessary to construct all appurtenant structures such as, but not limited to, manholes, junction structures, concrete collars, catch basins, modified structures, offset drain inlet, etc. All such Work shall conform to the details of the Plans and Standard Drawings or the sketches provided by the Engineer, the applicable Provisions on Section 303 of SSPWC, all approved shop drawings and these Special Provisions.

## 1303-2 WORK TO BE ACCOMPLISHED

New manholes, catch basins, offset drain inlets, junction structures, including forming and shaping base for storm drain lines shall be constructed in accordance with the details shown on the plans and these Special Provisions, as specified in the City Standard Plates, and as directed by the Engineer.

Precast Concrete Structures - Precast concrete pipe risers and pipe reducers, precast concrete sections, adjustment rings and tapered sections, pipe inlets and pipe manholes shall conform to City Standard Plate 513 or Plate 514 whichever applies.

The concrete class at 28-day strength shall be in accordance with Subsection 201-1.1.2 and the applicable Standard Plates. Where a discrepancy exists, the higher value shall apply.

Concrete collars per City Standard Plate 512

Cost for the construction of the local depression for side opening catch basin is included in the bid cost for Catch Basin.

When the manhole is located in the pavement area, it shall not be constructed to final grade until the pavement has been completed.

Manhole bottoms shall be cast-in-place. No pre-cast manhole bottoms will be allowed.

Offset drain inlet to be constructed per detail as shown on the plans. Cost of installing offset drain inlet shall include the construction of bollards.

All joints on the inside of structures and storm drain shall be neatly struck and pointed where plastering is not specified on the plans.

The inside bottoms of new manholes, catch basins, junction structures and modified structures shall be shaped to provide channels conforming to the size and shape of the lower portion of the inlets and outlets of the manholes, the channels varying uniformly in size and shape from inlet to outlet.

Perform trench safety during excavation per Section 1902-2 of these Specifications and Special Provisions.

## 1303-3 MEASUREMENT AND PAYMENT

The quantities of precast concrete pipe manholes, catch basins, concrete collars, junction structures and modified structures will be determined as units from actual count. The payment of performing the Work under this section will be made at the Contract unit price per each (EA) Bid Item.

Full compensation for structure excavation, dewatering, trench safety, structure backfill, bar reinforcing steel, concrete required for concrete cradles, pipe

reinforcement, pipe support walls, miscellaneous iron, steel frames and covers and storm drain grates will be considered as included in these items of Work and no separate payment will be made therefore.

Full compensation for all capping open ends of pipe, joining of pipe to other pipe or structure, cutting off existing storm drain line & shaping bottoms of new manholes/catch basins, utility support and protective work operations required to accommodate or safeguard public traffic, shoring and/or sheet piling and any other incidental Work and material required to construct the drainage system shall be considered as included in the prices paid for the various contract items of storm drain and no additional compensation will be allowed therefore.

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in construction of drainage structures complete-in-place, including temporary and permanent surfacing of the pavement, connection of drainage structure to exist storm drain line, type and color to match the adjoining pavement, resetting frame and cover to final finished grade of the pavement as shown on the Plans and as specified in these Specifications and Special Provisions, and as directed by the Engineer.

1304 NOT USED

1306 SEWER LATERAL RECONNECTION AND REMODELING

1306-1 SCOPE OF WORK. The Work under this Section covers all labor, materials, tools, equipment and incidentals to reconstruct, modify, remodel and reconnection of the affected existing sewer laterals in conflict with the storm drain line construction. All Work shall conform to the applicable details as shown on the Standard Plans and Plates, and the applicable provision of the Standard Specifications and these Special Provisions.

1306-2 WORK TO BE ACCOMPLISHED. If there is conflict between storm drain line and the flow line of the existing sewer house lateral, the sewer house lateral shall be cut and reconnected to the existing sewer main line per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies. There are approximately thirty sewer house lateral to be modified and reconnected as indicated in the Plans. Replacement pipe shall be of the same size, minimum of 4 inch. Seventy-two hours prior to beginning the work on any house lateral, the Contractor shall notify the construction inspector so that affected residents can be notified. Lateral reconnection shall be made with a minimum inconvenience to the residents. Under no circumstances will sewage be allowed to be discharged into open trenches. Temporary bypasses shall be utilized to minimize inconvenience and to eliminate sewage discharge into open trenches.

All sewer and water crossing shall observe sanitary separation and protection requirements for water and sewer facilities.

Existing house connections that are damaged during construction which; is not in conflict with the installation of new storm drain line shall be repaired by the Contractor without extra payment.

Sand cushioning shall be placed between sewer lateral and existing storm drains or water lines within 12 inches of each other as directed by the Engineer.

After the sewer house lateral is exposed and is determined there is no conflict with the storm drain line, these sewer laterals will be protected in place.

1306-3 MEASUREMENT AND PAYMENT.

The measurement and payment for performing the Work under this Section will be made at the applicable Contract Unit Price as indicated on the Bid Sheets.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools and incidentals necessary to modify, remodel and reconnect the existing sewer lateral to the sewer main complete in place including removal of obstruction, excavation and trench safety, dewatering, temporary sewer by-pass, all pipes and fittings, and necessary work as specified by the Engineer.

1400 WATER

1401 WATER MAIN CONSTRUCTION – GENERAL

1401-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment, and labor to saw cut existing pavement, perform trenching and earthwork operations, provide bedding, dewatering ground water or water in existing or abandon pipes, install the pipe in the size, type and quantity indicated in the plans and specification, and all fittings, elbows, tees, and thrust blocks, backfill, and restore all effected existing facilities and pavement, and perform all work in accordance with Section 1400 of these Specifications and Special Provisions, and City Standard Plates.

1401-1.1 MATERIALS

All materials and items to be used/installed shall conform to these Special Provisions and Water General Requirements of the latest edition of “City Standard Plates And Design Criteria for Public Works Construction”.

Any material or item installed in the water system will be of American origin. Materials and other products manufactured (from ore to finish) outside of the legal boundaries of the United States are not acceptable and will not be installed in the City’s water system. A certificate of origin and/or specification compliance may be required.

1401-1.2 SAWCUTTING EXISTING IMPROVEMENTS

The saw cutting of existing street improvements within project limits shall be performed by the Contractor, using equipment which will not injure or endanger nearby improvements of any type. The existing curb, gutter, and sidewalk shall be removed to the nearest joint or score line if the saw cut is 3 feet or less from

the joint or score line. When saw cutting and joining to an existing cross gutter, the Contractor shall install number five dowels, 12 inches on center. The dowels shall be a minimum of 12 inches long with 6 inches epoxied into the existing cross gutter. The Contractor shall remove and dispose of outside of the right-of-way all damaged existing improvements caused by the Contractor's operations.

1401-2 DEWATERING OF TRENCHES AND EXCAVATIONS

Dewatering shall consist of removal of surface water and/or ground water and/or water from existing or abandon pipes from the construction site as needed to perform the required construction in accordance with the specification.

If groundwater is encountered, all trenches and excavations shall be dewatered to maintain a water level 4-ft below the level of the trench bottom. Such dewatering shall continue uninterrupted during all construction, curing and backfilling operations. Water derived from dewatering shall not be discharged so that it flows across traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses and pipes shall not cross traffic lanes. The Contractor shall be responsible to verify the groundwater elevation.

The Contractor shall comply with the NPDES Municipal Storm Water permit by designing a plan/system of plans to prevent the discharge of pollutants into storm drains, channels or natural water courses. The "plan/system of plans" consists of setting forth control of excavation, site runoff, including erosion sediments, and construction related pollutants.

The Contractor shall submit a site drawing with details, notes and related documents that identify the measure taken to:

A. Control erosion and prevent sediment and construction related pollutants from being carried off site by storm water.

B. Prevent non-storm water discharges from entering the storm drain system unless it is permitted.

1401-3 TRENCH EXCAVATIONS

The trench excavations shall be open cut wherever possible and shall conform to Subsection 306-3 of the SSPWC.
Excavation shall include the removal of materials of any nature which interfere with the work including unsuitable materials, abandon existing pipes and structures shown on the plans or not.
The trench shall be excavated to the lines and depths indicated on the Plans or approved by the Engineer. The trench bottom shall be graded to provide a smooth, straight, firm, and stable foundation at every point throughout the length of the pipe. Sand bedding shall be used a minimum of 6 inches below the pipe and be of approved excavated material with a sand equivalent of 30 or more. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the bell or coupling from all load and to insure continuous bearing along the pipe barrel. This recess shall also be large enough to prevent foreign material from entering the pipe.

Tunneling or boring may be permitted on written approval of the Engineer, if indicated by economy of construction or necessity of preserving existing improvements. Pipelines to be installed beneath sidewalks, driveways, cross gutters, curb and gutters, concrete drainage channels, and other utilities shall be constructed by hand dig tunnels as designated on the drawings. If the earth in the tunnel sloughs off, the roof of the tunnel shall be broken down and excavated as an open trench, if directed by the Engineer.

Excavated material shall be neatly placed and kept shaped so as to cause the least possible interference with public travel. Toe boards at least 12 inches high shall be placed along the traffic side of excavated material stockpiles placed in or adjacent to traveled lanes. Free access must be provided to all fire hydrants, water valves, meters and private drives. The Contractor shall control grading to prevent surface water from running into excavations. Obstruction of normal surface drainage shall be avoided and means shall be provided whereby storm and waste water can flow uninterrupted in existing ditches, culverts, other surface drains or in temporary drains.

All excess excavated material shall become the property of the Contractor and shall be removed from the site and disposed at its own expense.

Any asbestos cement pipe or valve risers (valve stacks) shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers or pipes shall be kept in an area that is secured from public access. The ACP risers or pipes shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

The Contractor shall repair or replace all water laterals which are damaged or removed as a result of its trench excavations at his cost.

Existing utility lines shown or not shown on the Plans or mentioned in the specifications shall be kept free of damage by the Contractor's operations. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities within the Project Site. Any existing utility inadvertently damaged during the course of construction shall be replaced and/or repaired by the Contractor at his own expense. Where underground utilities are shown, Contractor shall assume every lot is served by a service connection from each utility.

The Contractor shall have an Excavation permit and provide the City with a copy prior to the start of construction.

This Work shall consist of performing all operations necessary to excavate all materials of any nature (such as: asphalt concrete, concrete pavement, aggregate base, cement treated base and cement modified soil, abandoned utility lines or facilities, etc.), which interfere with the construction Work regardless of character and subsurface conditions, and no separate payment will be made therefor.

1401-3.1 MAXIMUM LENGTH OF OPEN TRENCH

No more trench shall be opened in advance of pipe laying than is necessary to expedite the Work. One block or 500 feet , whichever is the shorter, shall be the maximum length of open trench on any line under construction.

1401-3.2 OVER-EXCAVATION

The depth of trench excavation is the vertical distance between original ground and the bottom of the trench as described in the City Standard Plate 602 and/or indicated as shown on the plan.

Increased depth due to unsuitable material or rock or other unyielding material below the planned grade, and the depth of the pipe offset due to utility crossing as shown on the plans are not considered in determining the depth of over-excavation.

Over-excavation includes the removal of any material that comes into an excavation from outside the describe limits and the Contractor requested an adjustment for the increased depth and/or the Engineer requested an adjustment for the increased depth. All work shall be authorized by the Engineer.

Payment for over-excavation shall be considered as included in the payment for Unclassified Excavation. The payment quantity is the volume of over excavated material.

1401-3.3 TRENCH SAFETY

For protection of workers during excavation, perform trench safety per Section 1902 of these Specifications and Special Provisions.

This is a general requirement of the Contract and no separate compensation will be provided to the Contractor for such Work.

1401-4 PIPE BEDDING

Sand bedding shall be used in all pipe installations to a minimum depth of 6 inches.

Where ordered by the Engineer or Inspector additional bedding will be required. Bedding material shall be composed of imported materials with a sand equivalent of 30 or more, and free of silt, fines, vegetation, lumps, and other deleterious material.

Payment for this item shall be included in the payment for the pipe installation.

If soft, spongy, unstable, or other unsuitable material is encountered upon which the bedding material or pipe is to be placed, this material shall be removed to a depth ordered by the Engineer and replaced with bedding material suitably

densified. Additional bedding so ordered, over the amount required by the Plans or Special Provisions, will be paid for as provided in the Bid.

The Contractor will receive additional compensation only when over-excavation is ordered by the Engineer. This compensation shall be only for the volume of over-excavation ordered beyond the limits shown on Standard Plate 602, and as modified below.

The pipe zone is defined as the area 6 inches from the bottom of the pipe to 12 inches above the pipe. The fill in the pipe zone shall be of approved excavated sand or imported sand with a sand equivalent of 30. The fill shall be carried up simultaneously on each side of the pipe without shifting the pipe. The relative density of fill within the pipe zone shall be 90% and shall be obtained by compaction with approved mechanical tampers in 6-inch layers. Flooding or jetting shall not be used unless the backfill material and the adjacent native material have a sand equivalent of not less than 30.

If the necessity for such additional bedding material has been caused by an act or failure to act on the part of the Contractor or is required for the control of groundwater, the Contractor shall bear the expense of the additional excavation and bedding.

1401-5 BACKFILL

The backfill on the pipe zone section 12-inches above the top of pipe shall be with a minimum sand equivalent of 30 or greater in accordance with Plate 602. The backfill zone material shall have a sand equivalent of 20 or more and shall be free from ashes, refuse, rocks, vegetable or organic material.

Backfill zone shall be in accordance with Plate 602 except that the backfill of pipe trench on all major arterial streets shall be a one-sack cement slurry.

In the event the methods used by the Contractor do not accomplished the required compaction, the Engineer may require that the backfill be removed and replaced in 6-inch layers and that each layer be moistened, tamped, rolled or otherwise compacted until the required compaction is obtained.

The Contractor will be held responsible for any displacement of pipes or other structures, any damage to them or any instability caused by improper depositing of backfill materials, or improper handling of tools or equipment.

1401-5.1 SLURRY CEMENT BACKFILL

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation per the approval of the Engineer prior to placement. Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E placement per Section 19-3.03F of SSS.

The City does not adjust payment if the Contractor provided an alternate material for backfill.

## 1401-6 COMPACTION TEST

The relative compaction shall be in accordance with the ASTM D1557 Method C and will be determined by a consultant retained by the Agency.

The Agency will obtain the services of a soils engineering company to take compaction tests throughout the length of the project. All first tests (at each location) that meet the compaction requirements will be paid for by the Agency. All locations that fail to meet the minimum compaction requirements shall be reworked and retested at the Contractor's expense until the required compaction is verified to the satisfaction of the Engineer.

## 1401-7 STREET PAVEMENT REPAIR

Temporary and permanent trench resurfacing shall conform to Subsection 306-13 of the SSPWC and in accordance to City Standard Plate 602.

All trenches shall be temporarily paved with cold mix on a daily basis. Payment for temporary pavement shall be included in the payment for the underlying pipe. Existing paved surfaces shall be cut back beyond the edges of the trenches to form neat square cuts before milling and repaving is commenced.

If the edge of the water main trench is 5 feet or less from the edge of gutter or curb face whichever is less, the existing pavement from the trench to the nearest gutter or curb shall be removed and repaved for the full length of the water line installation, that is to say asphalt floaters of 5 feet or less shall be removed and replaced.
All pavement distresses areas due to trench excavation shall be milled and paved and all pavement settlements due to trench excavation shall be repaired per engineer's direction prior to final patching of the pavement.

If there is concrete or other stabilizing material under the asphalt pavement and it is determined by the Engineer to be part of the street structural section, the Contractor shall replace the concrete and/or increase the A.C. and base thickness as directed by the Engineer.

All cement concrete surfaces shall be scored with concrete sawing equipment. The restoration of street improvements shall be subject to the inspection of the Agency having jurisdiction over the street facilities. Street improvements which are damaged or destroyed in the process of construction shall be replaced in kind at the expense of the Contractor.

Aggregate base shall be Class II or recycled base in accordance with Subsections 200-2.1, 200-2.2, 200-2.2.1, and 200-2.2.2 of the SSPWC or PMB in accordance with Section 200-2.5 of the SSPWC. Installation and compaction of aggregate base shall conform to Subsection 301-2 of the SSPWC.

The thickness of the base and A.C. pavement shall be in accordance with Standard Plate 602.

## 1401-8 CONNECTION TO EXISTING PIPING SYSTEM

In addition to the special provision section 1404-1, part 3-6. The Contractor shall be responsible for furnishing the labor and materials to connect to existing mains.

The Contractor shall be responsible for determining the horizontal and vertical location of the “point of tie-in”, alignment, depth, material type, and size of existing installation.

All points of tie-in shall be verified prior to start of construction.

Forty-eight hours prior to making any connections to existing mains, the Contractor shall notify the Engineer and City Water Division Manager, under whose jurisdiction the connection is to be made, so that appropriate measures may be taken to assure proper operation of the system.

The City does not guarantee that closure of any existing valve(s) will provide a complete shut-off of water. Where such is the case, the Contractor shall provide a cap or means of shutting off the water to allow the connection to be made or to permit the line to be abandoned. No additional compensation will be given if this is the case.

A dry connection to existing facilities shall be made at time which; have been scheduled with the Water Division and shall be planned in such a manner that the duration of any shutdown will be kept to a minimum. The Contractor will be responsible for coordinating the tie-ins with all affected parties. If necessary, to make connection outside of normal business hours, the Contractor shall notify the Inspector and the Water Division 48 hours in advance of its operations . When a dry connection to the existing main is made, connection shall be cleaned and disinfected per special provision section 1401-10.8.. All connections shall be made in the presence of the Engineer. No separate payment will be provided to the contractor for such work.

## 1401-9 PRESSURE AND LEAKAGE TESTING

### 1401-9.1 SCOPE

This section covers field hydrostatic pressure and leakage testing of piping. The term "piping" shall be used in this section to refer to piping systems, pipelines, or sections thereof.

### 1401-9.2 GENERAL

Unless otherwise specified, testing of piping shall be completed prior to final cleaning and disinfection.

Contractor shall notify federal, state, and local regulatory agencies to determine if any special procedures or permits are required for disposal of water used for pressure and leakage testing and to identify acceptable locations for disposal of the water. All requirements and costs associated with notifications and obtaining any discharge permit or approvals shall be responsibility of Contractor.

Engineer or Engineer's representative shall be present during testing and shall be notified of the time and place of testing at least 3 days prior to commencement of the work. All work shall be performed to the satisfaction of Engineer.

1401-9.3 TESTING SCHEDULE AND PROCEDURE

A testing schedule and test procedure shall be submitted to Engineer for review and acceptance not less than 21 days prior to commencement of testing. The schedule shall indicate the proposed time and sequence of testing of the piping. The testing procedure shall establish the limits of the piping to be tested, the positions of all valves during testing, the locations of temporary bulkheads, and all procedures to be followed in performing the testing.

1401-9.4 SPECIAL TESTING REQUIREMENTS

Special testing requirements include the following:

a) Unless otherwise acceptable to Engineer, the general sequence of work for each pipeline, or valved or bulkheaded section thereof, shall be as follows:

1. Initial flushing and cleaning of pipeline.
2. Filling pipeline.
3. Hydrostatic pressure and leakage testing.
4. Final cleaning, flushing

b) Unless otherwise acceptable, temporary bulkheads shall be provided during testing so that the test pressures are not applied to existing or new valves and hydrants, or to existing water lines, or to any portion of water lines installed under this Contract that have already been put into service.

c) A temporary pressure gauge shall be installed at each end of the limits of the pipeline to be tested.

d) The tests shall be conducted before connections are made to existing water lines, or to any portion of water lines installed under this Contract that have already been put into service.

e) Unless otherwise acceptable, upon completion of testing, connections made to existing water lines or to any portion that has been put into service of new water lines installed under this Contract, shall be visually inspected for leakage after placing the water line into service and before backfilling the connection.

f) If testing is permitted against a butterfly valve, the maximum differential test pressure across the valve seat (gate) in the closed position shall be 150 psi on Class 150B butterfly valves and 250 psi on Class 250 butterfly valves.

1401-9.5 WATER

Water for testing shall be furnished as stipulated in the Special provision, Section 1000-4. As a conservation measure, the water shall be collected for reuse in subsequent testing. Following completion of testing, the water shall be disposed of in a manner acceptable to Engineer. Unless otherwise permitted, the water shall be kept out of the remainder of the piping.

1401-9.6 TEST EQUIPMENT

All necessary connections between the piping to be tested and the water source, together with pumping equipment, water meter, pressure gauges, and all other equipment, materials, and facilities required to perform the specified tests, shall be provided. All required flanges, valves, bulkheads, bracing, blocking, and other sectionalizing devices shall also be provided. All temporary sectionalizing devices shall be removed upon completion of testing. Vents shall be provided in test bulkheads where necessary to expel air from the piping to be tested.

Test pressures shall be applied by means of a force pump sized to produce and maintain the required pressure without interruption during the test.

Water meters and pressure gauges shall be accurately calibrated and shall be subject to review and acceptance by Engineer.

Permanent gauge connections shall be installed at each location where test gauges are connected to the piping during the required tests. Drilling and tapping of pipe walls will not be permitted. Upon completion of testing, each gauge connection shall be fitted with a removable plug or cap acceptable to Engineer.

1401-9.7 FILLING AND VENTING

Before filling the piping with water, care shall be taken to ensure that all air release valves and other venting devices are properly installed and in the open position. Hand operated vent valves shall not be closed until an uninterrupted stream of water is flowing from each valve. The rate of filling the piping with water must not exceed the venting capacity of the installed air vent valves and devices.

1401-9.8 BLOCKING AND BACKFILLING

Piping shall be adequately blocked, anchored, and supported before the test pressure is applied.

1401-9.9 PVC PIPE PRESSURE TESTING

After the piping to be tested has been filled with water, the test pressure shall be applied and maintained without interruption within plus or minus 5 psi of test pressure for 2 hours plus any additional time required for Engineer to examine all piping being tested and for Contractor to locate any defective joints and pipe

materials. All water pipe shall be tested at a test pressure of 200 PSI or as indicated on the drawings.

1401-9.10 PVC PIPELINE LEAKAGE TESTING

Following completion of pressure testing and acceptance by Engineer, the pipeline piping shall be subjected to a leakage test. The duration of the leakage test shall be 2 hours plus the additional time required for Engineer to make an accurate determination of leakage.

1401-9.11 PVC PIPE LEAKAGE TEST PRESSURE

The hydrostatic pressure maintained during the leakage test shall be at least 75 percent, but not more than 100 percent, of the pressure specified for pressure testing of the piping and shall be maintained within plus or minus 5 psi during the entire time that leakage measurements are being performed.

1401-9.12 PVC PIPE LEAKAGE MANAGEMENT

Measurement of leakage shall not be attempted until all trapped air has been vented and a constant test pressure has been established. After the pressure has stabilized, piping leakage shall be measured with a suitable water meter installed in the pressure piping on the discharge side of the force pump.

1401-9.13 PVC PIPE ALLOWABLE LEAKAGE

The term "leakage", as used herein, refers to the total amount of water which must be introduced into the piping during the leakage test to maintain the test pressure.

No piping will be accepted if and while it exhibits a leakage rate in excess of that determined by the indicated formulas:

$$Q = 0.0068\ DLN \text{ (English units)}$$

Where

Q = allowable leakage in gallons per hour
D = nominal diameter of pipe in inches
L = length of section tested in thousand feet
N = square root of average test pressure in pounds per square inch

$$Q = 1.26 \times 10^{-6}\ DLN \text{ (Metric units)}$$

Where

Q = allowable leakage in liters per hour
D = nominal diameter of pipe in millimeters
L = length of section tested in meters
N = square root of average test pressure in kilopascals

Contractor shall submit calculations for allowable water leakage during hydrostatic test for each pipeline reach being tested based on the above specified criteria for Engineer's approval.

Whenever the piping to be tested contains pipe of different diameters, the allowable leakage shall be calculated separately for each diameter and the corresponding length of piping. The resulting allowable leakage rates shall be added to obtain the total allowable leakage for the entire piping.

All joints in piping shall be watertight and free from visible leaks during the leakage test. Each leak which is discovered within the correction period shall be repaired at the expense of Contractor regardless of the amount that the total leakage may have been specified in the allowable leakage rate during the leakage test.

If the leakage test indicates a higher than allowable leakage rate, Contractor shall locate and repair leaking joints and other defective work to the extent necessary to reduce the leakage to an acceptable value.
In the case of pipelines that fail to pass the prescribed leakage test, the Contractor, at his own expense, shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipelines, including but not limited to, excavating as necessary to locate and repair leaks or other defects which may develop under test, replacing such excavated material, and making all repairs necessary to secure the required watertightness.

The pressure test shall be repeated until the pipe meets test requirements. The duration of the final test shall be not less than two hours. The cost of all water used in both testing and retesting shall be paid by the Contractor.

## 1401-9.14 WATER USED FOR PRELIMINARY CLEANING, FLUSHING AND TESTING

Debris free and dechlorinated water shall be disposed of into the City's sewer system or off the site in a legal manner using trucks or other means as acceptable to the City. The contractor shall obtain discharge permits from City's water quality manager and other applicable agencies.
The Contractor shall obtain an NPDES permit or comply with existing NPDES permit, if required to discharge into the City's storm drain system.

## 1401-9.15 SUBMITTALS

Procedure, material, and equipment to be used for cleaning and flushing of pipelines. Provide a layout plan showing locations of water connections, equipment, materials, and temporary components to be used for water conveyance, cleaning and flushing.

Procedure, material, and equipment to be used for performing hydrostatic test for pipelines. Provide a layout plan showing locations of water connections, equipment, materials, and temporary components to be used for water conveyance, and hydrostatic test.

Calculations for allowable water leakage during hydrostatic test for each pipeline reach being tested based on the specified allowable leakage criteria and approved pipeline shop drawings.

Test results and reports with details shall be submitted to engineer prior to acceptance of waterline piping system.

## 1401-10 CLEANING AND DISINFECTION

### 1401-10.1 GENERAL

Chlorination shall be in accordance with the instructions of the chlorinator manufacturer. All water pipelines shall be disinfected in accordance with the requirements of ANSI/AWWA C651 using the Continuous-Feed Method as modified herein prior to being placed into service.

The Contractor shall install required temporary facilities, including valves, blow- offs, bulkheads, blind flanges, manual air release valves, thrust restraining system, etc.

### 1401-10.2 CHLORINATION

A chlorine-water mixture shall be uniformly introduced into the pipeline by means of a solution-feed chlorinating device. Cement-mortar lined pipe shall not be filled with water until a minimum period of eight hours has elapsed after the last joint in any section has been made. An approved and tested reduced pressure principle backflow prevention assembly shall be installed on the water supply to prevent the strong chlorine solution in the line being disinfected from flowing back into the line supplying the water. The assembly shall be on the approved list of the County of Ventura Environmental Health Department and shall be tested prior to use by a tester approved by the County of Ventura Environmental Health Department. The assembly shall be as approved by the City.

Point of Application: Chlorine solution shall be applied at the beginning of the section to be chlorinated and shall be injected through a corporation stop, a hydrant, or other approved connection to ensure treatment of the entire system being disinfected. All required corporation stops and other plumbing materials necessary for chlorination or flushing of the main shall be installed by the Contractor.

Injection Rates: Potable water shall be introduced into the pipeline at a constant measured rate. Chlorine solution shall be injected into the potable feed water at a measured rate. The two rates shall be proportioned so that the chlorine concentration in the pipeline is maintained at a minimum concentration of 50 mg/l, with a minimum chlorine residual of 25 mg/l after 24 hours in the pipe. The concentration at points downstream shall be checked periodically during the filling to ascertain that sufficient chlorine is being added.

## 1401-10.3 CHLORINE RESIDUAL TEST

The City will make 24-hour chlorine residual tests. The City will notify the Contractor of the chlorine test result. Chlorinated water shall be retained in the pipeline for at least 24 hours. After the chlorine-treated water has been retained for the required time, the free chlorine residual at the pipeline extremities and at other representative points shall be at least 25 mg/l.

After the chlorine solution applied by the continuous feed method has been retained in the pipeline for 24 hours, samples shall be taken at air valves and other points of access to confirm that a minimum chlorine residual of 25 mg/l exists along the pipeline.

## 1401-10.4 BACTERIOLOGICAL TESTS

Bacteriological tests shall be taken every 1,000 feet on the main line and in accordance with AWWA "Standard Methods for the Examination of Water and Wastewater" and AWWA 651-14, Sec. 5.1 specifications, and shall show the absence of coliform organisms, and in conformance with the State Department of Health Services And State Water Resources Control Board requirements.

## 1401-10.5 REPETITION OF TEST

The disinfection testing procedure shall be repeated if the initial tests fail to produce satisfactory results. Two consecutive satisfactory test results shall be required after any unsatisfactory test. The Contractor shall be responsible for all costs of re-disinfection and retesting due to test failure, without additional cost to the City.

## 1401-10.6 CHLORINATING VALVES

During the process of chlorinating the pipelines, all valves and other appurtenances shall be operated while the pipeline is filled with the heavily chlorinated water.

## 1401-10.7 FINAL FLUSHING

Final Flushing shall be done by the Contractor after he has been notified of a satisfactory chlorine residual test by the City. After the applicable retention period, the heavily chlorinated water shall be flushed from the pipeline until chlorine measurements show that the concentration in the water leaving the pipeline has a chlorine value around 2.0 mg/l of the replacement water generally prevailing in the system or is acceptable for the intended use.

## 1401-10.8 DISINFECTION OF CONNECTIONS

Pipe and appurtenances used to connect existing and new water pipelines and short reach (10' or less) of new pipe used for replacement of existing pipe shall be spray-disinfected using a 3+ percent solution of chlorine just prior to being installed in accordance with ANSI/AWWA C651.

## 1401-10.9 NEUTRALIZATION OF CHLORINATED WATER

Neutralizing and disposing of chlorinated water shall be in accordance with Appendix "C" of ANSI/AWWA Standard C651 and General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Water requirements.

Contractor shall notify federal, state, and local regulatory agencies to determine if any special procedures or permits are required for disposal of neutralized or diluted chlorinated water from the final flushing of pipelines and to identify acceptable locations for disposal of the flushing water.

## 1401-10.10 PERMITS

Debris free and dechlorinated water shall be disposed of into the City's sewer system or off the site in a legal manner using trucks or other means as acceptable to the City. The contractor shall obtain discharge permits from City's water quality manager and other applicable agencies.
The Contractor shall obtain an NPDES permit or comply with existing NPDES permit, if required to discharge into the City's storm drain system.
All requirements and costs associated with notification and obtaining any discharge permits shall be the responsibility of the Contractor.

## 1401-10.11 SUBMITTALS

Cleaning and Disinfection Plan: Contractor shall submit a detailed Cleaning and Disinfection Plan to engineer 14 days prior to starting any cleaning and disinfection work. The plan shall cover the method and procedure proposed, necessary coordination, sequence of operations, the limits of the pipelines to be cleaned and disinfected, lay-out plan, the positions of all valves, chlorine injection location, sampling station location, location of temporary bulkheads, materials and quantities of each to be used, equipment to be used, manner of filling and flushing the pipelines, potable water source, method of metering the water, neutralization and disposal of wasted water, qualifications of firms performing tests and all other methods and procedures to be followed in performing the cleaning.

Test result: Unless otherwise specified, Copies of all test results shall be submitted to engineer prior to acceptance of waterline piping system.

## 1401-11 THRUST BLOCKS

Thrust blocks to resist any movement in mains and fittings installed under this Contract shall be placed at all rubber ring valves, rubber ring fittings, reducers, tees, crosses, ends, and dead ends, including plug and blow-off assemblies in accordance with pipe manufacturer's recommendations and as shown on Standard Plate 320.

All thrust blocks shall be cast-in-place with a bearing surface in accordance with Standard Plate 320. All bearing surfaces of thrust blocks shall be installed against undisturbed soil. Concrete shall be Class 520-C-2500 per Subsection 201-1.1.2 of the SSPWC.

Payment for thrust blocks shall be considered to be included in the price paid for other items of work at no additional compensation will be allowed therefore.

In lieu of thrust blocks, joint restraints by EBAA IRON or equal may be used. Restrained joints per special provision section 1404-2.2 and shall be approved by the engineer.

1401-12 UTILITY CROSSING

Changes in alignment and grade of the water line or changes in the fittings at connections due to utility crossings shall be approved by the Engineer. Offset (If needed) shall be installed per City Std. Plate 313. The cost incurred in making utility crossings, whether or not the utilities are shown on the Plans, shall be included in the price bid for other items of work. Blow off and AVAR valve will be paid per their bid unit cost.

The Contractor's attention is directed to the fact that there will be no direct payment(s) or compensation for installing the water main at extra depth to achieve minimum clearance from existing or new utilities to accomplish the intent of the Plans.

Sewer and water line crossings shall meet the requirements of the State Health Department.

The Contractor shall be responsible to notify and coordinate the repair/replacement work on all utilities to the **respective owners**, which may affect or be affected by construction operations.

1401-13 SALVAGE OF MATERIALS

The Contractor shall salvage the fire hydrant head where indicated in the Plans or Specifications. If possible the spool, bury, and appurtenances shall also be salvaged as directed by the Engineer. The Contractor shall remove and salvage valve covers and frames from all mains being abandoned or removed from service. Where the mains are removed or abandoned the Contractor shall salvage the valves. Contractor shall also salvage any meters that are to be replaced. The Contractor shall deliver the salvaged materials, to the Water Yard at 251 South Hayes Avenue.

The Contractor shall notify the Inspector in advance of its delivery to the Water Yard.

1401-15 SEWER LATERAL CROSSING

The Contractor shall be responsible to verify the exact location of the sewer lateral.

The Contractor shall repair or replace all sewer laterals which are damaged or removed as a result of its construction operations at his cost , with C-900 Class 200 plastic pipe a minimum length of 10 feet or the full width of the trench, (the greater of the two) per City of Oxnard Standard Plates No. 405, 406, and 409, whichever applies. The flow lines at the end points shall be matched, and strongback full-circle clamps shall be used to make the connections. The backfill at all sewer laterals crossing over the water main shall be a 2-sack mix slurry.

1402 OPERATION OF THE WATER SYSTEM DURING CONSTRUCTION
(Not a Bid Item)

The Contractor shall be responsible to keep all services, fire lines, and fire hydrants in service during the construction operations. The Contractor shall contact the affected parties and make arrangements if the water supply will be off temporarily, not more than 4 hours during the course of the Work.

If any fire hydrants or fire lines will be affected by the Contractors operations, the Contractor shall contact with City of Oxnard Fire Department and make any arrangements necessary.

The Contractor may be required to work during non-working hours when making a connection to a commercial establishment, hospital, clinic, or any other party requiring continuous source of water for vital operations. The Contractor shall be responsible to coordinate and arrange for the connections. Contractor shall not operate any water valves except in an emergency.

This is a general requirement of the Contract. No separate compensation will be provided to the Contractor for such work.

1403 REMOVAL AND DISPOSAL OF PIPE MATERIALS

All existing water mains removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis. The A.C.P. water main shall be disposed of as noted in Section 1401-3 of these Special Provisions. The streets shall not be used as a storage area for the existing mains.

All trench excavations and voids resulting from the removal of existing pipes shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete.
All work shall be performed in accordance with the City Standard Plate 602.

Payment per special provision section 1407-3

1404 POLYVINYL CHLORIDE (PVC) PRESSURE PIPE

1404-1 PART 1 - GENERAL

1404-1.1 SCOPE

This section covers the furnishing and installation of 4 through 30 inch buried polyvinyl chloride (PVC) pressure pipe for recycled water service. PVC pressure pipe shall be furnished complete with all fittings, jointing materials, anchors, blocking, encasement, and other necessary appurtenances.

Pressure and leakage tests, cleaning, and disinfection, are covered in other sections. Pipe trenching, bedding, and backfill are covered in the Trenching and Backfilling section.

Pipe shall be furnished where indicated in the pipeline schedule or where indicated on the drawings.

## 1404-1.2 GOVERNING STANDARDS

Except as modified or supplemented herein, all PVC pressure pipe shall conform to the applicable requirements of ANSI/AWWA C900 and C905.
The supplementary information required in the governing standards is as follows:

| | |
|---|---|
| Affidavit of Compliance | Required |
| Plant Inspection | Required |
| Special Markings | Not required |
| Special Preparation for Shipment | Not required |
| Certification | Required |

## 1404-1.3 QUALIFICATIONS

Manufacturer shall be ISO-9001 certified with five years' experience in the manufacture of PVC pipe and fittings in the US. Manufacturer must demonstrate a minimum of 10 comparable projects within the last 5 years where their pipe has been installed. All pipes and fittings shall be fabricated at one company facility for quality control purposes.

The pipe manufacturer shall provide the services of an experienced, competent, and authorized representative to visit the site at the commencement of the work to advise and consult with the Contractor during joining and installation of the pipe. The manufacturer’s representative shall not directly supervise Contractor’s personnel, and Contractor shall remain responsible for the pipeline work.

## 1404-1.4 TESTING

The Owner may perform testing on pipe delivered to the site. Testing may be performed on a sample from each lot or on samples from a selection of the lots of pipe delivered to the site. The samples shall be made available to the Owner at the Contractor’s cost plus overhead and profit, calculated as follows:

$$C = l * UC/L$$

where:

C = sample cost
l = sample length
UC = cost per standard pipe length, including 15% OH&P
L = length of standard pipe length

Sample lengths are expected to be approximately 4 feet.

Tests the Owner may perform are:

Axial Tensile Properties (ASTM D638)
Dimension Measurements (ASTM D2122)
Flattening (ASTM D2412)
Acetone Immersion (ASTM D2152)

Pipe failing to meet expected testing results as defined by the independent testing laboratory may be rejected by the Owner. Installation of pipe prior to test results being reported to the Owner, shall be at the Contractor's risk. The Contractor shall reimburse the Owner for the cost of samples, tests, and shipping of pipe samples that fail to meet the expected testing results.

The Contractor shall allow a testing period of 2 weeks in the Progress Schedule, which will commence from the time the sample(s) are provided to the Owner.

## 1404-1.5 SUBMITTALS

Drawings and data shall be submitted in accordance with the Submittals section. Drawings and data shall include, but shall not be limited to, the following:

| |
|---|
| Gasket material. |
| Pipe length. |
| Manufacturer's hydrostatic proof test results for each length of pipe in each lot from which pipe shall be provided for the Project, and results from dimension measurements, flattening tests, and extrusion quality tests performed in accordance with the governing standard, for each lot from which pipe is provided for the Project. Test results shall be submitted in Microsoft Excel format on CD, and shall include a summary of the number of lengths in each lot that fail the test and the total number of lengths in each lot. The submittal shall also include a listing of the number of lengths of pipe provided from each lot.<br>Affidavit of Compliance (ANSI/AWWA C900, Sec. 6.3). |
| Affidavit of Compliance (ANSI/AWWA C905, Sec. 6.3). |

| |
|---|
| Certification (ANSI/AWWA C900, Sec. 4.2.3). |
| Certification (ANSI/AWWA C905, Sec. 4.2.3). |

1404-1.6 DELIVERY, STORAGE AND HANDLING

Shipping shall be in accordance with the Shipping section. Handling and storage shall be in accordance with the Handling and Storage section.

Pipe, fittings, and accessories shall be handled in accordance with Chapter 6 of AWWA Manual M23, to ensure installation in sound, undamaged condition. Pipe shall not be stored uncovered in direct sunlight.

1404-2 PRODUCTS

1404-2.1 DIMENSIONS

The dimension ratios (DRs: outside diameter to wall thickness) of PVC pressure pipe shall be as indicated on the drawings

1404-2.2 MATERIALS

| | |
|---|---|
| Pipe | ANSI/AWWA C900 or C905; cast iron pipe OD, 200 psi pressure rating, dimension ratio as specified herein. |
| Fittings | Ductile iron; ANSI/AWWA C110/A21.10, 250 psi pressure rating, except shorter laying lengths will be acceptable. Compact D.I. fittings will not be acceptable. |
| Joints | |
| PVC to PVC | ANSI/AWWA C900 or C905, stab type, with elastomeric synthetic rubber gaskets. Gaskets of natural rubber will not be acceptable. |
| PVC to Cast Iron/Ductile Iron | ANSI/AWWA C111/A21.11, except gaskets shall be synthetic rubber. Natural rubber will not be acceptable. |

| | |
|---|---|
| Tapping Saddles | Ductile iron, with stainless steel straps and synthetic rubber sealing gasket, 250 psi pressure rating. Ford Service Saddle FC202, or equal |
| Restrained Joints | ASTM F1674, EBAA Iron 2000 series (4 inch through 20 inch) or concrete thrust blocking. |
| Tapping Sleeves | Ductile iron, 250 psi pressure rating. |
| Polyethylene Encasement | Tube or sheet, ANSI/AWWA C105/A21.5. |
| Joint Tape | Self-sticking, PVC or polyethylene, 10 mils thick; Chase "Chasekote 750", Kendall "Polyken 900", or 3M "Scotchrap 50" or equal. |
| Coal Tar Epoxy | High-build coal tar epoxy; Ameron "Amercoat 78HB Coal Tar Epoxy", Carboline "Bitumastic 300 M", Tnemec "46H-413 Hi-Build Tneme-Tar", or Sherwin-Williams "Hi-Mil Sher-Tar Epoxy" or equal. |
| Conductive Tracer | Detection tape, 6 inches wide; aluminum foil core, 0.5 mil thick, encased in a protective inert plastic jacket; 5,000 psi min tensile strength; 2.5 lbs per inch per 1,000 feet min mass; color coded in accordance with APWA Uniform Color Code; Allen Systems "Detectatape", Lineguard "Type III", or Reef Industries "Terra Tape D" or equal. |
| Bolts, Nuts, And Washers | Bolts, nuts, and washers for all below ground water piping joint connections (flanges, mechanical joints, restrained joints, retainer glands, etc.) shall be Stainless Steel, Grade 304. |

Manufacturing quality control shall be maintained by frequent, regularly scheduled sampling and testing. Testing shall comply with the governing standards.

1404-2.3 SHOP COATING AND LINING

The exterior surfaces of cast iron fittings shall be coated with a bituminous coating. The interior surfaces of ductile iron fittings shall be lined with cement mortar.

1404-2.4 OWNER's INSPECTION AT MANUFACTURING FACILITY

If Owner elects to inspect any work or materials, as permitted under ANSI/AWWA C900/905, all costs in connection with the services of Owner's inspector will be paid for by Owner. Additional material test specimens shall be furnished to Owner's inspector for testing by an independent testing laboratory whenever, in the judgment of Owner's inspector, satisfactory PVC material is not being made. Test specimens

shall also be furnished when Owner's inspector desires. The entire cost of obtaining, inspecting, and testing of such additional specimen plates, welds, or materials will be borne by Owner. If any specimen is found not to conform to the specified requirements, the materials represented by the specimen will be rejected. The expense of all subsequent tests due to failure of original specimens to comply with the specifications shall be the responsibility of Contractor.

Work to be performed by Owner's inspector at the manufacturing facility will include checking of pipe tolerances in accordance with ANSI/AWWA C900/905, when applicable.

In addition to making or witnessing all specified tests and submitting any required reports to Engineer and Owner, Owner's inspector will submit written reports to Contractor concerning all materials rejected, noting the reason for each rejection.

Inspection by Owner's inspector, or Owner’s option not to provide inspections, shall not relieve Contractor of his responsibility to provide materials and to perform the work in accordance with the Contract Documents.

1404-3 EXECUTION

1404-3.1 INSPECTION

Pipe and fittings shall be carefully examined for cracks and other defects immediately before installation; spigot ends and bells shall be examined with particular care. All defective pipe and fittings shall be removed from the site of the work.

1404-3.2 LAYING PIPE

Pipe shall be protected from lateral displacement by pipe embedment material installed as specified in the Trenching and Backfilling section. Pipe shall not be laid in water or other unsuitable conditions.

Pipe shall be laid with bell ends facing the direction of laying, except when reverse laying is specifically permitted by Engineer.

Foreign matter shall be prevented from entering the pipe during installation.

Whenever pipe laying is stopped, the open end of the line shall be sealed with a watertight plug. All water shall be removed from the trench prior to removing the plug.

The Contractor shall supply conductive tracer wire and detection tape. Contractor shall adhere to City Standard Plate 602 for wire and tape installation.

A conductive tracer shall be buried above PVC pipe, not more than 18 inches below the ground surface.

1404-3.2.1 CLEANING

The interior of all pipe and fittings shall be thoroughly cleaned before installation and shall be kept clean until the work has been accepted.

1404-3.2.2 ALIGNMENT

Piping shall be laid to the lines and grades indicated on the drawings. Pipelines or runs intended to be straight shall be laid straight. Deflections from a straight line or grade shall not exceed the maximum deflections specified by the manufacturer.

Unless otherwise specified or indicated on the drawings, and subject to acceptance by Engineer, either shorter pipe sections or fittings shall be installed as required to maintain the indicated alignment or grade.

1404-3.3 CUTTING PIPE

Cutting shall comply with the pipe manufacturer's recommendations and with Chapter 7 of AWWA Manual M23. Cuts shall be smooth, straight, and at right angles to the pipe axis. After cutting, the end of the pipe shall be dressed to remove all roughness and sharp corners and shall be beveled in accordance with the manufacturer's instructions.

1404-3.4 JOINTS

Joints shall be stab-type or mechanical joints unless otherwise indicated on the drawings. Joints at connections pipes of other materials shall be as shown on drawings.

1404-3.4.1 STAB TYPE JOINTS

Jointing shall conform to the instructions and recommendations of the pipe manufacturer. All surfaces for gasketed joints shall be lubricated immediately before the joint is completed. Gaskets and lubricants shall be supplied by the pipe manufacturer, shall be suitable for use in potable water, shall be compatible with the pipe materials, shall be stored in closed containers, and shall be kept clean. Each spigot shall be suitably beveled to facilitate assembly.

1404-3.4.2 MECHANICAL JOINTS

Mechanical joints shall be carefully assembled in accordance with the manufacturer's recommendations. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned, and reassembled. Over-tightening of bolts to compensate for poor installation practice will not be permitted.

1404-3.5 POLYETHYLENE ENCASEMENT

All cast iron fittings, tapping saddles, tapping sleeves, valves, or other cast iron accessories shall be provided with polyethylene tube or sheet protection installed in accordance with ANSI/AWWA C105/A21.5, Method A or C

1404-3.6 CONNECTIONS WITH EXISTING PIPING

Connections with existing pipes shall be made using fittings suitable for the conditions encountered. Each connection with an existing pipe shall be made at a time and under conditions which will least interfere with service to customers, and as authorized by Owner. Facilities shall be provided for proper dewatering and for disposal of water removed from the dewatered lines and excavations without damage to adjacent property.

1404-3.7 SERVICE CONNECTIONS

Tapping saddles or tapping sleeves shall be used for all service connections 2 inches and smaller. Direct tapping of PVC pipe will not be permitted. Fittings shall be used for service connections larger than 2 inches.

1404-3.8 CONCRETE ENCASEMENT

Concrete encasement shall be installed as indicated on the drawings. Concrete and reinforcing steel shall be as specified in the Cast-in-Place Concrete section. All pipe to be encased shall be suitably supported and blocked in proper position and shall be anchored against flotation.

1404-3.9 RESTRAINED JOINTS

All bell-and-spigot or all-bell tees, Y-branches, bends deflecting 11-1/4 degrees or more, valves, and plugs which are installed in piping subjected to internal hydrostatic heads in excess of 30 feet shall be provided with suitable restraint.

Concrete blocking shall extend from the fitting to solid, undisturbed earth and shall be installed so that all joints are accessible for repair. The dimensions of

concrete reaction blocking shall be as indicated on the drawings or as directed by Engineer.

Reaction blocking, anchorages, or other supports for fittings installed in fills or other unstable ground shall be provided as indicated by the drawings or as directed by Engineer.

All clamps, rods, bolts, and other metal accessories used in tapping saddles or reaction anchorages subject to submergence or in contact with earth or other fill material, and not encased in concrete, shall be protected from corrosion. Finish of saddle body shall be fusion bonded epoxy coating, 12 mils thick.

1404-3.10 PRESSURE AND LEAKAGE TESTS

After installation, PVC piping shall be hydrostatically tested for defective workmanship and materials as specified in the Pressure and Leakage Testing section 1401-9

1404-3.11 LEAKAGE

All PVC piping shall be watertight and free from leaks. Each leak which is discovered within the correction period shall be repaired by and at the expense of Contractor.

1404-3.12 CLEANING AND DISINFECTION

After installation, PVC piping shall be cleaned and disinfected as specified in the Cleaning and Disinfection of Water Pipelines Section 1401-10

1405 POTHOLE REQUIREMENTS

1405-1 SCOPE OF WORK

The Contractor shall be required to pothole and expose all existing utility crossings and parallel utilities(4 feet wall to wall) to the proposed waterline and all point of tie-ins and other necessary utility investigations as required to perform the specified work whether the utility shown on the plans or not. Such potholing and investigations shall be done well in advance of the mainline installation to afford both the Contractor and the Agency time to make any required adjustments. If changes are required, the Contractor shall allow the Agency a minimum of ten (10) Working Days to make the adjustments. No extension of time on the Contract shall be given to the Contractor because of failure to coordinate and schedule the potholing operations thereby causing a delay. No extra equipment, labor or material payment shall be paid for alignment changes due to failure to provide pothole information prior to pipe construction thereby causing addition work or delay.

Potholing and preparation of the pothole report will be required at all potential underground conflicts or as directed by the Engineer to avoid any interference with the new waterline construction. The Engineer may request additional potholes as needed.

No separate compensation will be provided to the Contractor for such Work. Payment for potholing will be considered as included in the prices bid for "Installation of PVC mains" items and no additional payment will be made thereof.

1405-2 SUBMITTAL

The Contractor shall provide the Engineer a written complete pothole report listing the following information: street name, pothole #, station #, existing ground elevation above the utility, depth to top of utility, depth to bottom of utility, pipe/conduit size, pipe material, asphalt thickness, subsurface composition.

This is a general requirement of the Contract and **shall be submitted for approval prior to start of construction**.

1406 INSTALLATION OF STEEL PIPE MAINS
(NOT USED)

1407 INSTALLATION OF PVC MAINS

1407-1 SCOPE OF WORK

The Contractor shall perform the Work as detailed in the sub-sections of Section 1400 of this Special Provisions and shall apply to the extent required for proper performance of this Work.

Backfilling and pavement restoration shall be per City Standard Plate 602.

PVC installation shall consist of potholing per Section 1405; saw-cutting existing pavement and trench excavation; removal of existing pipelines; dewatering (if necessary); furnish and install bedding materials; installation of pipe, necessary fittings, and thrust block or joint restraints; backfilling, temporary paving with cold mix, and providing steel plate covers; flushing, testing, and disinfection; connections to existing mains or valves; and final AC pavement restoration and/or reconstruction.

All water mains removed from the system shall become the property of the Contractor and shall be disposed of by the Contractor on a daily basis per section 1403 of these special provisions. The ACP water main shall be disposed of as noted in Section 1401-3 of these Special Provisions. The streets shall not be used as a storage area for the existing mains.

1407-2 MATERIALS

PVC pipes shall conform to the AWWA C-900 Specifications for Class 200 pipe, in the size indicated on the Plans, and as detailed in Section 1404 of these Specifications.

PVC pipe sizes over 12” shall meet the requirements of AWWA C-905 “Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, for Water Transmission and Distribution”.

1407-3 MEASUREMENT AND PAYMENT

Measurement of the water main installed including all fittings for payment will be made along the centerline of pipe from end of pipe to valve flange or to intersecting pipe as actually constructed, complete and in place in accordance with the Plans and Specifications.

Payment for quantities of all necessary fittings shall be included in the payment for installation of pipelines, and no additional compensation will be made therefore.

The Contractor shall be paid for the total linear feet of pipe installed in the 30-day billing period. The linear feet total for the 30-day billing period shall be mutually determined by the Engineer and the Contractor before the request for payment is submitted to the City.

Payment for these items of work shall be made at the unit price indicated in the Bid Sheets. The unit price shall include the removal and disposal of the existing cast iron or asbestos cement mains. Payment of these items shall be full compensation for furnishing all labor, materials, equipment, potholing, trench excavation and trench safety, dewatering, tunneling, water main construction completely installed (including pipe, gaskets and fittings), connection to existing waterlines, installation of thrust block or joint restraints, backfilling , cleaning and disinfection, pressure and leakage testing, street resurfacing, PCC work restoration and incidentals for doing all work as detailed in the Plans, Specifications, and these Special Provisions, and as directed by the Engineer.

1408 ABANDON EXISTING PVC, CIP/STEEL PIPE, OR ACP IN-PLACE

Abandonment of existing conduits and structures shall be in conformance with SSPWC Section 306-3.3, these Specifications and Special Provisions.

The Contractor shall provide all the materials, equipment, and labor to properly fill the mains designated for abandonment in place with a 2-sack mix slurry. The existing water mains shall be broken at 250-foot intervals to insure the lines are filled. The ends of the abandoned waterline mains shall be sealed or plugged to prevent the slurry from leaking out before it sets. All valves shall be removed and salvaged.

The asbestos cement valve (valve stacks) risers shall be removed. Cutting, abrading or breaking these risers or any ACP shall be avoided, and they shall be kept wet with amended water during removal and wrapped securely in plastic sheeting. These risers shall be kept in an area that is secured from public access.

The ACP risers shall be disposed of in compliance with the Ventura County Air Pollution Control District (VCAPCD), State and Federal regulations.

1408-2 MEASUREMENT AND PAYMENT

Payment for the abandonment of the existing water mains will be made at the Contract Unit Price per linear foot (LF) as indicated on the bid sheets.

The Contract price and payment shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals for doing all work involved as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

1409 VALVE INSTALLATION

1409-1 GENERAL

1409-1.1 SCOPE

This section covers the installation of new valves and actuators.

All main line gate valves 4” to 12” shall be resilient sealed (R.S), valves larger than 12” shall be butterfly unless otherwise shown on the plans.

Cleaning, disinfection, pressure and leakage testing are covered in other sections.

The following specification sections are applicable to valves to be installed:

| **Section** | **Title** |
|---|---|
| 1409-3 | Resilient-Seated Gate Valves |
| 1409-4 | Air Release and Combination Air Valves |

1409-1.2 GENERAL

Equipment installed under this section shall be erected and placed in proper operating condition in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer

1409-1.2.1 COORDINATION

When manufacturer's field services or installation check services are provided by the valve manufacturer, Contractor shall coordinate the services with the valve manufacturer. The Contractor shall give the Engineer a written notice at least 30 Working Days before the manufacturer's field services are needed. Flanged connections to valves including the bolts, nuts, and gaskets are covered in the appropriate pipe specification section.

1409-1.3 DELIVERY, STORAGE, AND HANDLING.

1409-1.3.1 STORAGE

Upon delivery, all equipment and materials shall immediately be stored and protected by Contractor in accordance with Handling and Storage section, City of Oxnard Standard Specifications Section 4 – Control of Material, and the manufacturer's instructions until installed in the Work. Stored equipment shall be protected by Contractor against damage and exposure from the elements. At no time shall the equipment be stored on earth or grass surfaces or come into contact with earth or grass. Contractor shall keep the equipment dry at all times.

1409-1.4 PRODUCTS

Not Applicable.

1409-1.5 EXECUTION

1409-1.5.1 INSPECTION

All valves and accessories shall be inspected for damage and cleanliness before being installed. Any material damaged or contaminated in handling on the job shall not be used unless it is repaired and re-cleaned to the original requirements by Contractor. Such material shall be segregated from the clean material and shall be inspected and approved by Owner or his representative before its use.

1409-1.5.2 INSTALLATION.

1409-1.5.2.1 GENERAL

Valves shall be installed with sufficient clearance for proper operation of any external mechanisms, and with sufficient clearance to dismantle the valve for in-place maintenance. Installation shall be in accordance with the valve manufacturer's recommendations.

The Contractor shall provide all materials, equipment and labor to install the size valve indicated on the Plans at the specified location. Valve box risers shall be kept 14" below finished grade until they are paved to finished grade. At that time, valve box work shall be completed as shown on Plate 303. The installation will include the valve box, the anchoring, earthwork, compaction, and associated work for a complete operational valve installation

Unless otherwise indicated on the drawings, all valves installed in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above the finish floor shall be installed with their operating stems vertical. Valves installed in horizontal runs of piping having centerline elevations between 4 feet 6 inches and 6 feet 9 inches above the finish floor shall be installed with their operating stems horizontal. If adjacent piping prohibits this, the stems and operating hand wheel shall be installed above the valve horizontal centerline as close to horizontal as possible. Valves installed in vertical runs of pipe shall have their operating stems oriented to facilitate the most practicable operation, as reviewed by Engineer.

Buried valves shall be installed with their stems in suitable positions for connecting extension stems as approved by the Engineer.

1409-1.5.2.2 INSTALLATION CHECKS

When specified in the valve sections, the valve manufacturer will provide installation checks. For installation checks, the manufacturer's field representative will inspect the valve installation immediately following installation by Contractor. The manufacturer's representatives will revisit the site as often as necessary to ensure installation satisfactory to Owner.

Contractor shall perform no Work related to the installation or operation of materials or equipment furnished by others without direct observation and guidance of the field representative, unless Engineer and manufacturer furnishing such materials concur otherwise.

1409-1.5.2.3 AWWA BUTTERFLY VALVES (NOT USED)

1409-1.5.2.4 CHECK VALVES (NOT USED

1409-1.5.2.5 ECCENTRIC PLUG VALVES (NOT USED)

1409-1.5.2.6 RESILIENT SEATED GATE VALVES

Valves shall be handled and installed in accordance with the recommendations set forth in the Appendix to ANSI/AWWA C509 and as recommended by the manufacturer.

1409-1.5.2.7 DOUBLE DISC GATE VALVES (NOT USED)

1409-1.5.2.8 AIR RELEASE AND COMBINATION AIR VALVES

The exhaust from each valve shall be piped to a suitable point as shown on drawings or as approved by Engineer. Air release valve exhaust piping leading to a trapped floor drain shall terminate at least 6 inches above the floor.

1409-1.5.2.9 VALVE BOXES

Valve boxes shall be set plumb. Each valve box shall be placed directly over the valve it serves, with the top of the box brought flush with the finished grade. After each valve box is placed in proper position, earth fill shall be placed and thoroughly tamped around the box.

1409-1.5.2.10 YARD HYDRANTS (NOT USED)

1409-1.5.2.11 FIRE HYDRANTS (NOT USED)

1409-1.5.2.12 VALVE EXTENSION STEMS

Valve extension stems shall be installed as shown on drawings and shall be provided with wrench nut and Tee operator. Tee handles shall be provided for each valve with wrench nut.

1409-1.5.3 VALVE ACTUATORS.

1409-1.5.4 FIELD QUALITY CONTROL.

1409-1.5.4.1 FIELD TESTING

After installation, all valves shall be tested in conjunction with the Pipeline Pressure and Leakage Testing section.

1409-1.5.4.2 PRESSURE TESTS

Pressure testing shall be in accordance with the Pipeline Pressure and Leakage Testing section.

1409-1.5.4.3 LEAKAGE TESTS

All valves shall be free from leaks. Each leak that is discovered within the correction period stipulated in the General Conditions shall be repaired by and at the expense of Contractor. This requirement applies whether pressure testing is required or not.

1409-1.5.5 ADJUSTING

After installation, the opening and closing time shall be adjusted as needed for each pneumatic, hydraulic and electric actuated valve.

1409-2 AWWA BUTTERFLY VALVES (NOT USED)

1409-3 RESILIENT-SEATED GATE VALVES

1409-3.1 GENERAL

1409-3.1.1 SCOPE

This section covers furnishing resilient-seated AWWA gate valves for water service as indicated in the plans. Resilient-seated gate valves shall be furnished complete with actuators and accessories as and as specified in the Valve Installation section.

1409-3.1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

Valves shall be furnished with all necessary parts and accessories indicated on the drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of valves.

Contractor shall also adhere to gate valve assembly details shown on City Standard Plate 303. All valves 4-inch to 12-inch shall be approved resilient seated gate valves. Location of valves shall be indicated on the drawings and in accordance with City Standard Specifications and Plates.

1409-3.1.2.1 GENERAL EQUIPMENT STIPULATIONS

The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

1409-3.1.3 GOVERNING STANDARD

Except as modified or supplemented herein, all resilient-seated gate valves shall conform to the applicable requirements ofANSI/AWWA C509

1409-3.1.4 TEMPORARY NUMBER PLATES (NOT USED)

1409-3.1.4.1 PERMANENT NUMBER PLATES

All AWWA resilient-seated gate valves, except buried or submerged valves, that have been assigned a number on the drawings or in the Resilient-Seated Gate Valve Schedule, shall be provided with a permanent number plate. The location of number plates and the method of fastening shall be acceptable to Engineer. shall be at least 1 inch high and shall be black baked enamel on anodized aluminum plate.

1409-3.1.5 SUBMITTALS

Complete drawings, details, and specifications covering the valves and their appurtenances shall be submitted in accordance with the Submittals section.

All valves shall be tested in accordance with Section 5 of the governing standard. Certified copies of the results of all tests, together with an affidavit of compliance as indicated in Section 6.3 of the governing standard, shall be submitted to Engineer before the valves are shipped.

1409-3.2 PRODUCTS

1409-3.2.1 MATERIALS

Except as modified or supplemented herein, materials used in the manufacture of resilient-seated gate valves shall conform to the requirements of the governing standard. Gate Valves shall be Mueller RS, CLOW, M & H, American AVK or equal and shall be designed for a working pressure to 150 PSI or better.

All valves shall be new, manufactured in the United States, and flange bolts, nuts, and washers shall be Stainless Steel (SS) Grade 304.

1409-3.2.2 BRONZE COMPONENTS

All bronze valve components in contact with liquid shall contain less than 16 percent zinc. All aluminum bronze components in contact with liquid shall be inhibited against dealuminization in accordance with Section 4.2.2.4.3 of ANSI/AWWA C509.

The gate valve shall open in a counter-clockwise direction and have a non-rising stem composed of a low zinc bronze such as “Everdur 1012,” “Sil-nic,” or Ni-vee” or equal and The valves shall have a 2-inch operating nut in lieu of hand-wheel. All main line gate valves 6” to 12” shall be resilient seat (R.S.) in accordance with Section 30.8 of the Agency’s Standard Plans for Public Works Construction. Valves larger than 12” shall be Butterfly.

1409-3.2.3 GASKETS

Gaskets shall be free of asbestos and corrosive ingredients.

1409-3.2.4 SHOP COATINGS

| | | |
|---|---|---|
| Interior Coating | Thermo Epoxy | Kordell 600, or equal |
| Exterior lining | Fusion Bonded Epoxy | As recommended by manufacturer. |
| Rust-Preventive Compound | | As recommended by manufacturer. |

1409-3.2.5 BOLTS, NUTS, AND WASHERS

All bolts, nuts and washers shall be Stainless Steel.

1409-3.3 VALVE CONSTRUCTION.

1409-3.3.1 VALVE ENDS

Valve ends shall be compatible with connecting piping and shall be as indicated in the Resilient-Seated Gate Valve Schedule. Except as modified or supplemented herein, the ends shall conform to the applicable requirements of the governing standard. All ferrous surfaces of valves and appurtenances shall be protected as required in the section entitled “Protective Coatings.” Flange bolts, nuts and washers shall be Stainless Steel (SS) Grade 304.

Flanges shall be finished to true plane surfaces within a tolerance limit of 0.005 inch. The finished face shall be normal to the longitudinal valve axis within a maximum angular variation tolerance of 0.001 inch per inch of flange diameter.

1409-3.3.2 STEM SEALS

Valves, shall be the non-rising stem gate (NRS) type. O-ring stem seals shall be provided for all buried gate valves, and for all gate valves with non-rising stems.

1409-3.3.3 ROTATION

The direction of rotation of the handwheel or the wrench nut to open the valve shall be to the left (counterclockwise).

1409-3.3.4 SHOP COATING

All interior and exterior ferrous metal surfaces of valves and accessories shall be shop coated for corrosion protection. Except as specified below, the valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating and is compatible with the specified field coating.

Surfaces shall be coated as follows:

| | |
|---|---|
| Interior surfaces | Thermo Epoxy coated equal to Kordell 600 |
| Exterior surfaces of valves to buried, submerged, or installed in manholes or valve vaults | Fusion Bonded Epoxy |
| Polished or machined surfaces | Rust-preventive compound. |

The protective epoxy coating on the interior surfaces of each valve shall be applied in three coats, with a minimum total dry film thickness of 13 mils. Alternatively, the manufacturer's standard coating may be used and the interior surfaces of each valve shall be subjected to a nondestructive holiday test in accordance with ASTM G62, Method A, and shall be electrically void-free.

Interior coatings shall comply with AWWA C550. The total dry film thickness of shop-applied coatings shall be not less than

| Type of Coating | Minimum Dry Film Thickness |
|---|---|
| Coal Tar Epoxy | 15 mils |
| Epoxy | 10 mils or 13 mils where specified herein. |
| Universal Primer | 3 mils |

1409-3.3.5 RESILIENT WEDGE

Cast iron wedge or disk shall have sealing surface of wedge permanently bonded or with self-locking stainless steel screws with resilient materials. Disc shall have an integrally cast ASTM B-62 bronze stem nut to prevent testing or angling of the stem or loose stem nut on wedge or disc with non-coated disc guides. The disc

coating shall be open on one side or open bottom disc so as to form no cavities or receptacles for accumulation of solids and possible binding.

1409-3.3.6 STEMS

Non-rising stems shall have ACME thread only. Stem thrust collars are made an integral part of the stem.

1409-3.4 VALVE ACTUATORS.

1409-3.5 ACCESSORIES

When the drawings or the Resilient-Seated Gate Valve Schedule indicate the need for extension stems, stem guides, position indicators, floor boxes, valve boxes, or operating stands, refer to the Valve and Gate Actuator section.

1409-3.6 EXECUTION

1409-3.6.1 INSTALLATION

Valves will be installed in accordance with Valve Installation section.

1409-3.6.2 INSTALLATION CHECK

An experienced, competent, and authorized representative of the manufacturer shall visit the site of the Work and inspect, check, adjust if necessary, and approve the equipment installation. The representative shall be present when the equipment is placed in operation, and shall revisit the jobsite as often as necessary until all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of Engineer.

The manufacturer's representative shall furnish a written report certifying that the equipment has been properly installed and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily.

All costs for these services shall be included in the contract price.

1409-3.7 MEASUREMENT AND PAYMENT

Payment for valves will be made at the Contract Unit Price bid for each size valve installed, complete; including valve boxes, extensions, and anchors and shall be full compensation for all labor, materials, equipment, tools, and incidentals for installing valves as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

Installation of 10” R.S. gate valve, complete and in place, shall be paid per Bid Sheets, “Install 10-Inch R.S. Gate Valve” item at the Contract Unit Price per each (EA) valve installed, as shown in the Bid Sheets.

Installation of 8” R.S. gate valve, complete and in place, shall be paid per Bid Sheets, “Install 8-Inch R.S. Gate Valve” item at the Contract Unit Price per each (EA) valve installed, as shown in the Bid Sheets.

Installation of 6” R.S. gate valve, complete and in place, shall be paid per Bid Sheets, “Install 6-Inch R.S. Gate Valve” item at the Contract Unit Price per each (EA) valve installed, as shown in the Bid Sheets.

## 1409-4 AIR RELEASE AND COMBINATION AIR VALVES

### 1409-4.1 GENERAL

#### 1409-4.1.1 SCOPE

This section covers furnishing air release valves, combination air valves, and air release and vacuum relief valves as required by the Work, and as indicated in the Air Release and Combination Air Valve Schedule.

#### 1409-4.1.2 GENERAL

Equipment provided under this section shall be fabricated and assembled in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.

Valves shall be furnished with all necessary parts and accessories indicated on the drawings, specified, or otherwise required for a complete, properly operating installation and shall be the latest standard products of a manufacturer regularly engaged in the production of valves.

Air Release and Combination valves shall be as shown on City of Oxnard Standard Plate 308

#### 1409-4.1.3 GENERAL EQUIPMENT STIPULATIONS

The General Equipment Stipulations shall apply to all equipment furnished under this section. If requirements in this specification differ from those in the General Equipment Stipulations, the requirements specified herein shall take precedence.

#### 1409-4.1.4 GOVERNING STANDARD

Except as modified or supplemented herein, all valves furnished under this section shall conform to the applicable performance requirements of AWWA C512.

#### 1409-4.1.5 PERMANENT NUMBER PLATES

All valves that have been assigned a number on the drawings or in the Air Release and Combination Air Valve Schedule, shall be provided with a permanent number plate. The location of number plates and the method of fastening shall be acceptable to Engineer. Numerals shall be at least 1 inch high and shall be black baked enamel on anodized aluminum plate.

1409-4.1.6 SUBMITTALS

Complete assembly drawings, together with detailed specifications and data covering materials used and accessories forming a part of the valves furnished, shall be submitted in accordance with the Submittals section.

1409-4.1.7 DELIVERY, STORAGE, AND HANDLING

Shipping shall be in accordance with the Shipping section. Handling and storage shall be in accordance with the Handling and Storage section.

1409-4.2 PRODUCTS

1409-4.2.1 CONSTRUCTION

Air release valves with operating pressures of 150 psi or less shall be Apco Heavy Duty Model 145C (per City Std Plate 308), or equal.

Air release valves with operating pressures greater than 150 psi shall be Apco/Valve and Primer "No. 200A", GA Industries "Figure 920H", Multiplex "Crispin Type PL", ARI “No. S-050”, or Val-Matic "No. 38" or equal.

Two inch and smaller combination air valves shall be of the integral type with a valve assembly which functions as both an air and vacuum valve and an air release valve. The valves shall be Apco/Valve and Primer "Single Body Combination Air Valves", Multiplex "Crispin Universal Air Release Valves", ARI “No. D-040”, or Val-Matic "Combination Air Valves" or equal.

Three inch and larger combination air valves shall consist of an air and vacuum valve with an externally mounted air release valve. The valves shall be Apco/Valve and Primer “Single Body Combination Air Valves” for 3 inch and "Custom Combination Air Valves" for 4 inch and larger, GA Industries "Figure 950 Kinetic Custom Combination Air Valves", Multiplex "Crispin Dual Air Valves", ARI “No. D-060-HF”, or Val-Matic "Dual Body Combination Air Valves" or equal.

1409-4.3 MATERIALS

Except as modified or supplemented herein, materials of construction shall comply with the governing standard.

| | |
|---|---|
| Valve Trim | Bronze or austenitic stainless steel or polymer materials. |
| Float | Austenitic stainless steel, polycarbonate, or foamed polypropylene. |
| Air Vac Valve Can | Amorcast Enclosure P6002010 (Granite Finish and Purple Color) or equal. |
| Bolts, Nuts & Washers | All bolts, nuts and washers shall be Stainless Steel |
| Shop Coatings | |
| Epoxy | Carboline "Carboguard 891", Resicoat “RT R4”, or Tnemec "Series N140 Pota-Pox Plus” or equal. |
| Rust-Preventive Compound | As recommended by manufacturer. |

1409-4.4 SHOP PAINTING

All interior and exterior ferrous metal surfaces, except stainless steel components, shall be shop painted for corrosion protection. The valve manufacturer's standard coating will be acceptable, provided it is functionally equivalent to the specified coating and is compatible with the specified field coating.

Surfaces shall be painted as indicated:

| | |
|---|---|
| Interior Surfaces | NSF-61 Certified Epoxy. |
| Exterior Surfaces of Valves To Be Installed in Manholes or Valve Vaults | Coal tar epoxy. |
| Exterior Surfaces of All Other Valves | Universal primer. |
| Polished or Machined Surfaces | Rust-preventive compound. |

Interior epoxy coatings shall comply with AWWA C550/NSF 61 and shall be free of holidays. The total dry film thickness of shop-applied coatings shall be not less than:

| Type of Coating | Minimum Dry Film Thickness |
|---|---|
| Epoxy | 10 mils |
| Universal Primer | 3 mils |

1409-4.5 SHUTOFF VALVES

A shutoff valve shall be provided in the piping leading to each air release valve and combination air valve. Each 4 inch and larger combination air valve shall be provided with a shutoff valve between the air and vacuum valve and the air release valve.

1409-4.6 EXECUTION

1409-4.6.1 INSTALLATION

Air release and combination air valves will be installed in accordance with the Valve Installation section and as shown on City Standard Plate 308.

1409-4.7 MEASUREMENT AND PAYMENT

Payment for this item of work shall be made at the contract unit price indicated on the Bid Sheets. Such payment shall be full compensation for providing all work including asphalt pavement and PCC restoration, complete-in-place as detailed in this Section, the Standard Specification, and the Water Division Specification.

Install 2-inch air vacuum assembly, complete and in place, shall be paid per Bid Sheets, “Install 2” Air-Vac Assembly, Complete-In-Place” item at the Contract Unit Price per each (EA) 2-inch air-vac assembly installed, as shown in the Bid Sheets.

**No separate or additional payment will be made for protection of existing improvements and restoration of existing improvements.**

1410 FIRE HYDRANT REMOVAL, INSTALLATION, RELOCATION, AND RECONNECTION

1410-1 SCOPE OF WORK

The Work under this section includes providing all labor, material, tools and equipment necessary for furnishing and installing fire hydrant assemblies, including all components complete and in place as shown on City Standard Plate 300 & 303; for reconnection and/or relocation of existing fire hydrants as directed by the Engineer.

1410-2 CONSTRUCTION

The fire hydrant assembly shall be removed completely including the head, spool, bury, thrust block, and all concrete debris, lateral, and valve. The hydrant head shall be salvaged per Section 1401-13 of these Specifications and Special Provisions.

The fire hydrant installation shall be complete as detailed in Standard Plate 300 and Plate 303 and shall include the tee, valve, lateral, bury thrust block, spool and head, and associated concrete work. The hydrant head size shall be that indicated on the Plans.

Reconnecting and relocating an existing fire hydrant shall include installing a new tee, gate valve, bury, and lateral per Standard Plate 300 or 303. Replace bury if not a mechanical joint. Cost will include removal of existing concrete thrust block interfering with the reconnection.

All trench excavations shall be backfilled with suitable material and compacted to a relative compaction of 95% and the pavement shall be reconstructed with asphalt concrete and including restoration of all concrete facilities associated.
All work shall be performed in accordance with the City Standard Plate 602.

This is a general requirement of the Contract. No separate compensation will be provided to the Contractor for such work.

Install blue reflective pavement markers per City Standard Plate 202.

1410-3 MATERIALS

The fire hydrant to be installed shall have 6-inch barrel and 6-inch lateral from the main. The lateral shall be PVC PC200 per AWWA C-900 as specified in these Special Provisions. The hydrant head shall be ductile iron as specified in City Standard Plate #22.

1410-4 MEASUREMENT AND PAYMENT

Install or remove and replace fire hydrant, complete and in place, shall be paid per Bid Sheets, “Remove And Replace Fire Hydrant” item at the Contract Unit Price per each (EA) hydrant installed, as shown in the bid.

Relocate fire hydrant, complete and in place, shall be paid per Bid Sheets, “Relocate Fire Hydrant” item at the Contract Unit Price per each (EA) hydrant relocated, as shown in the bid.

Payment for each existing fire hydrant assembly removed and each new fire hydrant assembly installed, relocated, or reconnected shall be made at the Contract Unit Price as indicated on the Bid Schedule. Such payment shall be full compensation for furnishing all labor, materials, tools, equipment, blue reflective pavement markers & installations, and incidentals necessary for doing all work involved in the removal, relocation, and installation as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

1411 REMOVE AND REPLACE WATER SERVICE LINE ASSEMBLY

1411-1 SCOPE OF WORK

The Contractor shall furnish all necessary materials, labor, and equipment required to complete the work of remove and replace the water services, remove and replace meter box in-place and/or relocating water meter box to the sidewalk per the Engineer’s direction in accordance with the standard plates and Specifications.

All existing services and meter boxes shall be replaced with an equivalent sized service. The Work shall include reconnection and relocation of existing water meter assembly; remove and replace meter, two (2) angle meter stops, and tailpiece; remove and replace P.E./Copper pipe services; excavation; backfill; compaction; paving (temporary and permanent); tunneling under existing fence wall and/or concrete pavement; concrete work; and furnish and install all materials needed to complete the water service installation per Modified Plates 304 or 305. The meter box shall be replaced as part of the service reconnection or replacement. The Work shall also include the cost of adjusting the new meter box to fit the existing meter grade and installation of AMR meter provided by the City. Grade adjustments shall be made by using bricks and mortar as needed to deepen the new meter box. Meter boxes in the sidewalk or relocated to the sidewalk will require the contractor to replace the sidewalk to the nearest scoreline or as directed by the Engineer.

All existing services and meter boxes shall be relocated to the sidewalk.

Relocation of water meter box shall include protection and restoration of existing improvements, trench backfill and restoration works of surface cover in-kind to match existing. Protection and restoration of existing improvements shall be performed in accordance with Section 400 of SSPWC.

1411-2 MATERIALS

For services to be replaced or for new installation: 1-inch services shall be polyethylene, 1½-inch to 2-inch shall be copper as detailed in Modified Standard Plates 304 and 305, and Section 32 of the Water Specifications. All service connections to the main will have a service saddle per Modified Standard Plate 304 or 305.

Tailpiece shall be minimum of 2' up to 15' Copper tubing per Section 32.
New water meter/AMR meter shall be provided by the City and shall be installed per manufacturer's specifications.

For 1" water meter box (Non-Traffic):
Oldcastle Fibrelyte FL30 or equal
Body: FL30, Body 13"x24", 12" Depth
Cover: FL30 – AMR, Cover marked "WATER"

For 1" water meter box (H20 Traffic):
ARMORCAST 13"x24" or equal
Body, A6001946 PCX12 BODY
Lid, A6001969T-H TRAFFIC COVER
Cover marked "WATER"

For 1 ½" - 2" water meter box (Non-Traffic):
Oldcastle Fibrelyte FL36 or equal
Body: FL36, Body 17"x30", 12" Depth
Cover: FL36 – AMR, Cover marked "WATER"

For 1 ½" - 2" water meter box (H20 Traffic):

ARMORCAST 17"x30" or equal
Body, A6001640 PCX12 BODY
Lid, A6001947T-H TRAFFIC COVER
Cover marked "WATER"

For 3" and larger services to be replaced, all materials needed to complete installation shall be per Standard Plate 310.

Contractor shall assume every lot is served by a service connection, it is the sole responsibility of the Contractor to confirm the exact locations of these facilities.

1411-3 MEASUREMENT AND PAYMENT

Payment for this item will be made at the Contract Unit Price bid and shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals for doing all work involved in installing or replacing services, including all trench excavation, backfill, temporary and permanent pavement replacement, restoration works (e.g., curbs, gutters, sidewalks, driveways, cross gutters, fences, walls, signs, utility installations, pavement, structures, etc.), and restoration of landscaping associated as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

**No separate or additional payment will be made for protection of existing improvements and restoration of existing improvements.**

Relocate water meter box, complete and in place, shall be paid per Bid Sheets, "Relocate Water Meter Box" item at the Contract Unit Price per each (EA) meter box relocated, as shown in the bid.

1412 TEMPORARY WATER SERVICES

1412-1 SCOPE OF WORK

The Contractor will provide temporary services up to and including a 2-inch service where the Plans indicate a removal and replacement of water service lateral. The Agency will not provide temporary services.

1412-2 WORK TO BE ACCOMPLISHED

The Contractor shall be responsible to provide temporary services up 2 inches. Arrangements for the temporary services to the affected parties shall be made at least 48 hours in advance. The Contractor shall contact the Water Division office to make arrangements prior to the installation of the temporary water service. The Contractor shall provide a work schedule to the Water Superintendent and notify him one week prior to starting the operations.

Any water line used for temporary service will be chlorinated and disinfected per Section 1415-4 to 1415-5 before being placed on line. If the temporary line must cross a street, the pavement shall be cut and the line shall be placed below the street grade. Cold mix shall be used for temporary surfacing.

1412-3 MEASUREMENT AND PAYMENT

Payment for this item shall be made at the Contract Unit Price bid and shall be full compensation for furnishing all labor, materials, equipment, tools and incidentals for doing all work involved as shown on the Plans, specified in these Special Provisions and as directed by the Engineer.

Temporary water services replaced up to 2 inches, complete and in place, shall be paid per Bid Sheets, “Temporary Water Services Replaced Up To 2 Inches” item at the Contract Unit Price per each (EA) temporary water services installed, as shown in the bid.

1414 4-INCH BLOW-OFF AND AIR-VACUUM ASSEMBLY INSTALLATION

1414-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment and labor to install 4-inch blow-off assembly per City standard plate 307 at locations indicated on the plans.

The precise above ground location shall be determined in the field by the Engineer or the Water Department.

1414-2 MEASUREMENT AND PAYMENT

Payment for this item of work shall be made at the contract unit price indicated on the bid schedule. Such payment shall be full compensation for providing all work complete in place as detailed in this Section, the Standard Specification, and the Water Division Specification.

1415 RELOCATION OF WATER LINES AND FIRE HYDRANT LATERALS

1415-1 SCOPE OF WORK

Where indicated on the plans, the Contractor shall provide all materials, equipment and labor to install water pipe offsets to avoid existing or proposed utilities. All crossings to be potholed to ascertain the location prior to fabrication/assembling of materials.

1415-1 SCOPE OF WORK

The Contractor shall provide all materials, equipment and labor to install water pipe offsets to avoid proposed utilities. All conflicting utility crossings must be potholed to ascertain the location prior to fabrication/assembling of materials.

1415-2 MATERIALS

All pipe offsets to be PVC Class 200. Construction of pipe offsets to conform with City Standard Plate 313.

1415-3 WORK TO BE ACCOMPLISHED

The Contractor shall notify by letter, in English and Spanish, all agencies and residents to be affected by the work at least 48 hours in advance of the start of the work.

The Contractor is required to perform actual field investigations before the final relocation work can be started, but is not limited to the following:

1. Excavate, exposure and actual field measurement of the pipe to be relocated. Contractor to submit shop drawings to comply with the Standard Plate.
2. Prepare all materials needed for relocation. Arrange and coordinate with the City of Oxnard Water Division Manager for temporary water service. Contractor to provide a continuous water supply to the affected businesses and residents.
   Test-run the temporary water service lines prior to the relocation. Gate valve closures will be performed by the City water personnel.
3. Prior to the relocation, the Contractor is to make sure that all materials, tools and equipment are at the job site. Contractor is to work around the clock after dewatering in order to complete the pipe connection at the earliest possible time. Duration of the shut down will be kept to a minimum.
4. Connection to be made at the nearest joint and no leakage is allowed at the joints.

1415-4 PRESSURE AND LEAKAGE TESTING

Per Special Provision Section 1401-9

1415-5 CLEANING AND DISINFECTION

Per Special Provision Section 1401-10

1415-6 MEASUREMENT AND PAYMENT

Payment for the relocation of existing waterlines and FH lateral will be made at the Contract Unit Price bid and shall be full compensation for furnishing all labor, materials, pothole, excavation and trench safety, and backfilling, dewatering, flushing and testing, disinfection, thrust blocks, removal and disposal of pipes, equipment, tools and incidentals for doing all work involved as shown on the Plans, specified in these Special Provisions, and as directed by the Engineer.

AVAR valves and Blow offs shall be paid separately, per contract unit price

Relocate existing waterline and replace with C900 class 200 , complete and in place, shall be paid per Bid Sheets, “Relocate Existing Waterline” item at the Contract Unit Price per linear foot (LF), as shown in the Bid Sheets.

1500 TRAFFIC

## 1505 TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY

### 1505-1 SCOPE

The Contractor shall provide, for the protection of the public, all necessary barricades, traffic cones, warning signs, flagmen, lights, and other safety devices in accordance with Section 7-1.03, Section 7-1.04 and Section 12-3 of the SSS and the current requirements set forth in the California MUTCD 2014 (Rev 4), Part 6, “Temporary Traffic Control”.

Contractor shall furnish, install, and maintain a trailer mounted, solar powered portable changeable message sign (CMS) upon which varying electronically generated messages will be displayed to traffic. Refer to SSS and/or MUTCD Guidelines for the use of portable changeable message signs in work zones.

Portable CMS shall be installed in the beginning and the end of each segment of road to be constructed.

Contractor shall also provide traffic control for the safety of survey crew working on this Project.

Additionally, the Contractor shall install temporary railing (type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when any of the following conditions exist:

1. Excavations: any excavation the near edge of which is 12 feet or less from the edge of the lane, except for any of the following:

    a. Excavations covered with steel sheets or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
    b. Excavations less than one foot deep.
    c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
    d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction that are less than one foot deep.
    e. Excavations in side slopes, where the slope is flatter than 4:1.
    f. Excavations protected by existing barrier or railing.

2. Temporarily unprotected permanent obstacles including but not limited to the following options:

    a Whenever the Work includes the installation of a fixed obstacle together with a protective system, such as a sign structure with a protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or
    b Whenever the Contractor, for its convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

3. Storage Areas:

Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever Work is performed or equipment is operated in the following Work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Specifications.

| Approach speed of public traffic (Posted Limit Miles Per Hour) | **Work Areas** |
|---|---|
| Over 45 | Within 6 feet of the traffic lane but not on a traffic lane |
| 35 to 45 | Within 3 feet of a traffic lane but not on a traffic lane |

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer. The lane closure provisions of this Section shall not apply if the Work area is protected by permanent or temporary railing or barrier.

When Work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall not be more than the spacing used for the lane closure.

The Contractor shall furnish the Oxnard Police Department with the written names and phone numbers of personnel to be contacted after hours for hazardous conditions to traffic that may require additional protective measures. Failure to respond to reasonable request for additional nighttime protection to traffic will result in the City causing the Work to be performed by others and costs withheld from moneys due. All traffic control devices shall meet the standards and be placed in accordance with the California State Manual of Traffic Controls for Construction and Maintenance Work Zones.

The Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of darkness shall be reflectorized. All damaged City owned traffic control devices within the vicinity shall be replaced in kind or better at the Contractor's expense.

1505-2 WORK TO BE ACCOMPLISHED

The Contractor shall maintain the following requirements:

1. Contractor shall submit traffic control plans for approval by the Traffic Engineer two weeks prior to the pre-construction meeting. The traffic control

plan must be prepared according to the requirements set forth in the latest California MUTCD, and each sheet signed and sealed (wet-stamped) by a State of California registered Civil or Traffic Engineer.

City-approved and stamped traffic control plans are required prior to issuance of an encroachment permit.

2. Maintain minimum of one lane in each direction at all times. Maintain access to all existing business at all times.

3. All traffic control (signs, lights, flagging, flags, and other warning devices) shall conform to the requirements set forth in the latest California MUTCD 2014 (Rev 4), Part 6.

   A California licensed contractor, possessing a valid Class A (General Engineering Contractor) license may perform traffic control with their own trained and/or certified (Traffic Control for Safer Traffic Work Zones certification) individuals during the construction of Project on City streets and highways. Otherwise, a valid Class C-31 (Construction Zone Traffic Control Contractor) license is required to perform traffic control on Ventura County streets and highways and/or State highways and freeways.

4. Working hours shall be from 8:30 AM to 3:30 PM within traffic lane and 7:00 AM to 4:00 PM outside the traffic lane. No interference with traffic at all other times.

5. Night Work schedule shall be from 8:00 PM to 6:00 AM and in compliance with Section 2-208 Night Work of Caltrans Construction Manual.

   Contractor shall submit to the Project Manager a written request to perform night work. No night work shall be performed by the Contractor without the written permission approved by the Project Manager.

6. No lane closure beyond the Work areas.

7. The Contractor shall provide steel covers when backfill operations of an excavation in the travelled way, whether transverse or longitudinal, cannot be properly completed within a Working Day. The steel plate shall be recessed by milling into the existing asphalt to set flush with the surface of the existing asphalt and must extend a minimum of 12 inches beyond the edges of the trench. Milling depth shall match thickness of the plate. Full depth cutting of the asphalt pavement section outside of trench is not permitted. The steel plate shall be anchored properly and the gap between the edge of the plate and the adjacent existing asphalt pavement must be filled with temporary asphalt.

   Steel plate covers shall conform to Table 5-7.8.2 of SSPWC.

The Inspector shall stop construction if traffic control devices are not placed in accordance with approved Plans. All warning devices used during hours of

darkness shall be reflectorized. All damaged City owned traffic control devices shall be replaced in kind or better at the Contractor's expense.

1505-3 PERMITS

Contractor shall notify and coordinate Work with other agencies i.e., Caltrans, Railroads, Ventura County and other adjacent Cities, in advance of the start of any work that will require the temporary closure of access and/or encroachment to their Right of Way.

The Contractor will be required to obtain all necessary permits to perform work within the State's right-of-way/Railroad right-of-way and shall bear all cost for fees and no additional cost to the City.

The Contractor is also responsible for reading and understanding all permit conditions and shall comply with all the requirements set forth in the approved permit including implementation of traffic control plans, installation of construction area signage, working hours, assigning flaggers, etc. and shall bear all cost for fees and no additional cost to the City.

1505-4 MEASUREMENT AND PAYMENT

Payment for traffic control, which includes portable changeable message sign, construction signing, and traffic maintenance, shall be made at the lump sum (LS) price per a "Task Order" issued by the Project Manager:

The Contractor shall be paid four percent (4%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience & Safety, and Storm Water Pollution Prevention Plan (SWPPP) for Traffic Control and Public Convenience and Safety. All Traffic Control cost beyond the allocated percentages shown above shall be considered included in the items of Work in which Traffic Control is used.

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1515 PAVEMENT DELINEATION

1515-1 SCOPE

The Work under this Section shall consist of furnishing and installing traffic striping, pavement markings, and raised pavement markers in accordance with the SSS, the SSP, and these Special Provisions.

1515-2 MATERIALS

General: Traffic stripes and pavement markings must be retroreflective.

Thermoplastic: Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Paint: The paint for traffic stripes and pavement markings must comply with the specifications shown below:

Paint Specifications:

| Paint Type | Color | Specification |
|---|---|---|
| Waterborne Traffic line | White, yellow, and black | State Spec PTWB-01R2 |
| Acetone-based | White, yellow, and black | State Spec PT-150VOC (A) |
| Waterborne traffic line for the international symbol of accessibility and other curb markings | Blue, red, and green | Federal Specification TT-P-1952E |
| 2 Coat (All paint type) | | |
| Glass Spheres (Beads) Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint | | State Spec 8010-004 |

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

Glass beads applied to paint must comply with State Specification 8010-004.
The glass beads must have an adhesion-promoting and water-repellant coating complying with the paint manufacturer's instructions.

Colored pavement marking for bicycle lane must comply with the specifications shown below:

| Paint Type | Color | Specification |
|---|---|---|
| Methyl Methacrylate (MMA) resin system | Green | State Spec AML (Authorized Material List) 2015 SSP 84-2 |
| Abrasion-resistant; anti-skid surfacing | | |
| Application thickness: 25 to 60-mils, Mix ratio 98:2 | | |
| 2 Coat | | |
| Surface preparation and application per manufacturer's specifications | | |

## 1515-3 WORK TO BE ACCOMPLISHED

Install traffic stripes and pavement markings in thermoplastic (T) and removal of traffic striping and curb and pavement marking, per the detail and at the locations shown on the plan and in accordance with the current edition of SSP and Section 314 of SSPWC.

Apply uniformly distributed glass beads on traffic stripes and pavement markings. The glass beads must be embedded in the coat of paint or thermoplastic to a depth of ½ their diameters.

All Work necessary to establish satisfactory lines for stripes and all layout Work required for pavement markings (surface cleaning, applying primer coat) shall be performed by the Contractor at its expense.

Prior to removal of existing pavement striping, Contractor shall inventory all traffic striping and pavement markers. One (1) copy of the inventory shall be provided to the Inspector a minimum of 48 hours prior to construction. Contractor shall install new striping and pavement markers in the same manner if requested by the Engineer.

Removal, handling, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking shall be performed in accordance with Section 14-11.12 of SSS. Delete 3rd paragraph of Section 14-11.12.

Removal of all other thermoplastic and painted stripe and pavement marking shall be accomplished using the grinding method. Grinding shall be smooth so as to not cut deep grooves in existing pavement and shall remove at least 98% of existing paint and/or thermoplastic markings. A coat of asphalt slurry shall be applied to ground pavement that is six months old or newer.

**Removal of traffic stripes and pavement markings on Caltrans right of way shall be accomplished using wet sand blasting or Caltrans approved method.**

For existing pavement markers and delineators that are to be removed, the Contractor shall remove all hardware and posts in such a manner as to leave the existing pavement undamaged.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart on curves or 10 feet apart on tangents.

Dribble lines shall consist of marking the pavement with a thin line of paint using a striping machine or other suitable device. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment.

Paint for cat tracks and dribble lines shall be the same color as the traffic stripe for which they are placed.

Laser guidance equipment shall be capable of maintaining the alignment of traffic stripes with an accuracy equivalent to, or better than, that obtainable through use of cat tracking or dribble lines, as determined by the Engineer.

**All cat tracking for all striping (lane lines, limit lines, crosswalks, and pavement markings) shall be reviewed and approved by the Traffic Engineer prior to install the final striping.**

**The Contractor shall provide temporary reflective tabs (pavement markers) to identify all striping per the Plans during slurry, ARAM, and wear surface applications. This temporary striping shall be used as a guide for the next construction or paving operation.**

**Colored Pavement for Bicycle Lanes**: Green colored pavement is approved for use in bicycle lanes in accordance with **MUTCD Interim Approval 14 (IA-14)**, only to enhance the conspicuity of where bicyclists are required to operate, and areas of the bicycle lane where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

The pattern of the green colored pavement may be in a manner matching the pattern of Caltrans Detail 39A; filling in only the areas directly between a pair of dotted line segments.

1515-3.1 PROTECTION

Newly painted traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

It is recommended that a new asphalt roadway not be striped until all construction is complete and the roadway has at least 7 Calendar Days of traffic flow. This allows any oils, roller aids, or other “liquid” surface coatings to be tracked off the road surface. Having the roadway free of these debris items will allow for a better bond and a longer lasting line.

1515-4 MEASUREMENT AND PAYMENT

Payment for performing the Work under this Section shall be made on a unit price basis as indicated in the Bid Sheets.

Such a price for traffic striping, curb and pavement markings, and pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in connection with the Plans as specified in the SSS and these Special Provisions, and as directed by the Engineer.

Removal and disposal of yellow stripes and pavement marking with or without hazardous waste residue will be considered as included in the payment for traffic striping and marking, and no additional payment will be made therefor.

## 1520 TRAFFIC SIGNALS

### 1520-1 SCOPE

The Work under this Section shall consist of furnishing and installing traffic signals and all components from foundations to poles, battery back-up systems, interconnect circuits, safety lighting, conduits, traffic pull boxes, inductive loops, emergency vehicle detection, and rectangular rapid flashing beacon as indicated on the plans. All work shall conform to the current provisions in effect of the SSS and SSP and these Special Provisions. All work shall also conform to the provisions of TEES, TSCES, issued by the ITE, publication: ST-017B. Where the SSS and SSP refer to [the ITE publication: ST-008B], it shall read [the Institute of Traffic Engineers (ITE) publication: ST-017B] in lieu of publication: ST-008B.

Furnishing and installing traffic signals and highway lighting shall conform to the provisions in Sections 86 and 87, “Electrical Systems” of the SSS and SSP .

### 1520-2 WORK TO BE ACCOMPLISHED

Reinstall inductive traffic loop detectors as shown on the Plans as specified in these Special Provisions, and in conformance to TEES, TSCES, the SSS Section 86, the State Standard plans, and ITE publication ST-017B.

The locations of traffic loop detectors shown on the Plans are approximate and the engineer in the field or its representative will establish the exact locations.

### 1520-3 CONDUITS – TRAFFIC SIGNAL

Conduit and conduit installation shall be in accordance with Section 86-1.02B “Conduit and Accessories” and Section 87-1.03B “Conduit Installation” of the SSS. Type 1 conduit shall be used for all conduit runs except where noted on the plans. Insulated bonding bushings shall be required on all metal conduits.

Non-metallic type conduit shall not be used for signal installation, except for detector loop "stub out" conduits.

Where conduits terminate inside a pull box the top of the conduit with ground bushing installed shall be a minimum of (5”) and a maximum of (7”) below the top of the pull box.

Conduit for all loop “stub outs” shall be 2-inch schedule 40 PVC. The end of the loop conduit in the roadway shall be 5” below the surface of the roadway. When a loop “stub out” is to be placed where no gutter and/or curb exists, the end of the conduit shall extend into the roadway a minimum of 8” from the edge of the pavement.

After conductors have been installed, the ends of conduits terminating in pull boxes, service enclosures, controller cabinets, and under roadway surfaces shall be sealed with an approved type of sealing compound.

Rigid metal conduit, to be used as a drilling or jacking rod, shall be fitted with suitable drill bit for the size of the hole required.

At locations where conduit is to be installed under pavement, and in the event that obstructions are encountered, upon approval of the Engineer, small holes may be cut in the pavement to locate and/or remove obstructions. Jacking or drilling pits shall be kept at a minimum of 2 feet clear of the edge of any type of pavement wherever possible.

Installation by the "Trenching in Pavement Method" shall not be allowed under normal circumstances.

1520-4 TO 1520-7 NOT USED

1520-8 CONDUCTORS AND CABLES

Conductor and cables shall conform the provisions in Section 86-1.02F "Conductors and Cables and Section 87-1.03F "Conductors and Cable Installations".

Insulation for the conductors shall be type THW polyvinyl chloride.

Interconnect Cable (SIC) shall be Single Mode Fiber Optics (SMFO). The number and size shall be noted on the intersection drawing conductor schedule.

Jumping of signal commons from pedestrian signal mounting assembly terminal blocks to vehicle signal mounting assembly terminal blocks shall not be allowed.

The solid copper conductors terminating inside the controller cabinet shall have a #10 non-insulated fork lug, of the appropriate gauge size for the conductor, crimped and soldered to the conductor. Fork lugs for DLC and interconnect conductors shall be a #10 non-insulated fork lug gauge size "18-22" crimped and soldered to the conductor.

For existing traffic signals to be modified, and where existing conduits are to be reused at the direction of the Engineer:

Individual conductors shall be installed throughout the entire intersection. Use of multi-conductor cables shall not be allowed, except when used for temporary overhead wiring of signals.

A separate #12 AWG common from pedestrian signal mounting assembly terminal block and a separate #12 AWG common from vehicle signal mounting assembly terminal block shall be spliced to the #10 AWG signal common in the nearest adjacent pull box.

<u>Banding of Conductors</u>

For new traffic signals with multi-conductor cables, banding shall not be required. For all others:

Vehicle signal conductors shall have one band of PVC tape placed around the grouped red, yellow, brown, and #12 AWG common for each separate phase, in the nearest adjacent pull box with a conduit for the signal standard with a vehicle signal head(s) for that phase(s), and in the terminal compartment for each phase. Right turn and left turn overlap conductors shall have one band of PVC tape placed around the grouped yellow and brown conductors for each separate phase, in the nearest adjacent pull box with a conduit for the signal standard with the vehicle signal face(s) for that phase(s) and in the terminal compartment for each phase. In the event there are two or more phases and associated signal heads on a single standard, the #12 AWG common conductor for those signal heads shall only be banded to any one group of three signal conductors for any one phase in the pull box.

Vehicle signal heads located on mast arms shall be identified by placing bands of PVC tape around the grouped red, yellow, green, and common for each signal head. The signal head closest to the standard to which the mast arm is attached shall be identified with one band. The second closest signal head to the standard shall be identified with two bands, the third closest with three bands and so on.

Pedestrian signal conductors shall have one band of PVC tape placed around the grouped red, brown, and #12 AWG common for each separate phase in the nearest adjacent pull box with a conduit for the signal standard with a pedestrian signal head(s) for that phase(s) and in the terminal compartment for each phase. In the event there are two or more pedestrian phases and associated pedestrian signal heads on a single standard, the #12 AWG common conductor for those pedestrian signal heads shall only be banded to any one group of two pedestrian signal conductors for any one phase in the pull box.

Luminaire conductors shall have one band of PVC tape placed around the grouped #10 AWG black and white conductors in all pull boxes. In the nearest adjacent pull box with a conduit for the signal standard for which a luminaire has been installed on that standard the grouped #10 AWG black and white conductors shall have one band of PVC tape placed around each group of conductors being spliced together.

Signal commons shall be identified with one band of PVC tape in all pull boxes. In the nearest adjacent pull box with a conduit for the signal standard for which signal common conductors have been spliced, one band of PVC tape shall be placed around each # 10 AWG and # 12 AWG signal common conductor being spliced together.

Pedestrian push button conductors shall not require any bands in any pull box.

Inside the controller cabinet all conductors shall be banded in separate groups of three for vehicle signals, two for pedestrian and overlap signals, and each pedestrian push button conductor shall be banded separately. Each group shall have the same number of bands corresponding to the associated phase, i.e.,

phase two shall have two bands; phase four shall have four bands, signal commons shall have one band, etc. The band for phase five shall be one band of PVC tape 2 inches or more in length.

Phases 6,7,and 8 shall have one long band for the number 5, plus1 band for phase 6, plus 2 bands for phase 7, and plus 3 bands for phase 8.

Overlap conductors shall have the same number of bands around each pair of conductors as the phase that it is associated with.

All PVC tape for banding of conductors, except detector lead-in cables and loop conductors, in all pull boxes, terminal block compartments, service enclosure, and the controller cabinet shall be black Scotch Super 33+ professional grade vinyl electrical tape. Substitutions of any other type of PVC tape shall not be used for banding.

Black tape shall not be used for identifying detector lead-in cables and/or loop conductors. Detector lead-in cables and loop conductors shall be banded in the pull box where spliced onto loops using colored tape only.

A Detector Lead-in Cable shall have the same color and number of bands on each end of the cable.

The colors for Detector Lead-in Cables shall be as follows:

1. North leg of the intersection shall be RED bands.
2. South leg of the intersection shall be WHITE bands.
3. East leg of the intersection shall be BLUE bands.
4. West leg of the intersection shall be ORANGE bands.

Loop Circuit Pairs shall be identified in each lane starting with the circuit pair (loop) closest to the stop bar or cross walk line by wrapping one band around the pair of conductors. The second circuit pair in the same lane shall have two bands wrapped around the pair of conductors. The third circuit pair in the same lane shall have three bands wrapped around the pair of conductors, and so on.

The color of the bands for the loop circuit pairs shall be as follows:

1. The first lane closest to the pull box in which the loops are spliced shall be identified with RED bands around the loop circuit pairs.
2. The second lane closest to the pull box in which the loops are spliced shall be identified with WHITE bands around the loop circuit pairs.
3. The third lane closest to the pull box in which the loops are spliced shall be identified with BLUE bands around the loop circuit pairs.
4. The fourth lane closest to the pull box in which the loops are spliced shall be identified with ORANGE bands around the loop circuit pairs.
5. Fifth, sixth, and seventh shall be green, yellow, and purple, respectively.

## 1520-9 SPLICING

Splicing shall conform to the provisions of Section 86-1.02H “Splicing Materials” and Section 87-1.03H “Conductor and Cable Splices”.

All splices shall be soldered.

Conductors No. 8 AWG or larger, shall be spliced by the use of compression connectors and soldered.

All splices shall be insulated with 3 complete wraps of self-fusing, oil and flame-resistant, rubber-splicing tape, 3 complete wraps of Scotch Super 33+ professional grade vinyl electrical tape or equal, and completely coated with 3M Scotchkote, or equal, electrical coating extending a minimum of 1 inch past tape. All wraps of tape shall extend a minimum of 1 inch past conductor insulation.

All splices shall be capable of satisfactory operation when subjected to continuous submersion under water.

Splicing will be permitted in the nearest adjacent pull box of a signal standard in lieu of looping conductors up and then down the signal standard.

Looping conductors up and then down a signal standard shall not be allowed.

1520-10 TO 1520-16 NOT USED

1520-17 INDUCTIVE LOOPS

Six-foot diameter Type E circular loops and Type D bicycle/motorcycle loops shall be installed per the plans. The sides of the slot shall be vertical. The depth of the loop slot shall be 2.5 inches. The slot for the “home runs” shall be 3/8 of an inch wide and shall be at the same depth (2.5 inches) when entering the loop. The “home run” slot when entering the loop shall be such that both sides of the slot shall be at an angle greater than 90 degrees in relation to the outside portion of the loop. The depth of the “home run” slot when entering the loop stub out conduit area shall be a minimum of (3.5 inches). The bottom of the saw cut slot shall be smooth, with no sharp edges, and at a consistent depth throughout the saw cut. The last 5 feet of the home run slot shall, incrementally and consistently, increase in depth from (2.5 inches) to a minimum of (3.5 inches) at the loop stub out conduit.
Conduit for all loop “stub outs” shall be 2-inch schedule 40 PVC. The end of the loop “stub out” conduit in the roadway shall be 5” below the surface of the roadway.

After all loop wires have been installed, the stub out shall be sealed with an approved type of sealing compound. The stub out hole shall be filled with a layer of fine sand to 3” below the road surface, and the remaining portion of the hole shall be filled with cold-patch asphalt, which when compacted shall be flush with the surrounding pavement surface.

All saw cut slots shall be filled with hot-melt sealant.

Twisting of the loop conductors shall not be required.

Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Loops shall be centered in the lanes and shall be spaced 9 feet apart, (15 feet center of loop to center of loop). The (#1) loop in each lane shall be located directly behind the stop bar or crosswalk line. The saw cut slot of the loop shall not enter into any portion of the stop bar or crosswalk line.

Loop wire for circular loops shall be Type 2. The ends of the Type 2 loop conductors shall be insulated so as to prevent moisture from entering the plastic tubing.

Loop detector lead-in cable shall be Type B and be insulated so as to prevent moisture from entering the conductor jacket.

If any existing loop conductor, including the portion leading to the detector handhold or termination pull box, is damaged by the contractor's operations, the contractor shall immediately notify the Engineer. The damage shall be repaired at the contractor's expense and as directed by the Engineer within 24 hours. If the contractor fails to complete the repairs within this period, city forces at the contractor's expense will make the repairs.

1520-18 TO 1520-22 NOT USED

1520-23 MEASUREMENT AND PAYMENT

Payment for the various types of traffic signal Work shall be paid for on a unit price basis as enumerated in the Bid Sheets. The bid lump sum or unit cost price shall include the cost of all labor, equipment and materials necessary to complete the Work in place.

Installation of traffic loop detector type D, complete and in place, shall be paid per Bid Sheets, "Install Traffic Loop Type D" item at the Contract Unit Price per each (EA) traffic loop installed, as shown in the bid.

Installation of traffic loop detector type E, complete and in place, shall be paid per Bid Sheets, "Install Traffic Loop Type E" item at the Contract Unit Price per each (EA) traffic loop installed, as shown in the bid.

Installation of traffic signal conduit, complete and in place, shall be paid per Bid Sheets, "Install Traffic Signal Conduit" item at the Contract Unit Price per linear foot (LF) of conduit installed, as shown in the bid.

1525 PULL BOXES – RELOCATION AND INSTALLATION

1525-1 SCOPE

The Work shall consist of removing an existing pull box and/or installing a new pull box at the location as shown on the Plans and in accordance with these Specifications and Special Provisions.

1525-2 MATERIALS

Pull boxes shall conform to SSS Section 86-1.02C

Conduit shall conform to SSS Section 86-1.02B

Conductors and cables shall conform to SSS Section 86-1.02F

Splicing materials shall conform to SSS Section 86-1.02H

1525-3 CONSTRUCTION

Relocation and/or installation of pull boxes shall be in accordance with the provisions in SSS Section 87-1.03C, Standard Plans ES-8A and ES-8B, and herein these Special Provisions.

Restore the area of the box removal and relocation to the condition of the adjacent area.

Under no circumstances is any pull box to be reused or modified for reuse.

1525-4 MEASUREMENT AND PAYMENT

Payment for the pull box relocation and/or installation, shall be paid per Bid Sheets, “Relocate/Install Traffic Pull Box” item at the Contract Unit Price per each (EA) pull box relocated complete –in-place, as shown in the bid..

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

1530 TRAFFIC SIGNS AND OBJECT MARKERS

1530-1 SCOPE

The Work shall consist of removing, installing, resetting, and relocating of various signs as shown on the Plans and in accordance with these Specifications and Special Provisions.

1530-2 MATERIALS

New installed street name signs, overhead & advance street name signs, wayfinding signs, and posts installations shall conform to the City of Oxnard Standard Plans Plate 203 - 206.

New installed traffic control signs, and object markers shall conform to the MUTCD current edition.

Signs shall be supplied or manufactured by:

Zumar, 9719 Santa Fe Springs Rd, Santa Fe Springs, CA 90670

Or equal.

1530-3 GENERAL

The signs to be removed & replaced or relocated are indicated on the Plans. Each sign and post shall be completely removed. The resulting hole shall be backfilled with native soil. If the sign is in sidewalk, the sidewalk shall be patched with concrete.

Installing signs shall consist of: providing the designated sign and pole; provide all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Resetting and/or relocating existing signs/posts shall consists of: providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

Re-installing sign panels shall consists of providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps.

Removed and/or salvaged signs shall be brought to the City Yard at 1060 Pacific Ave., Building #4.

1530-4 PAYMENT

Remove, salvage, relocate, reset, or install/re-install signs and posts are measured as a unit. Each individual installation is a unit regardless of the number of posts or sign panels involved.

The Work shall be paid for on a unit price basis for each sign removal, relocation, reset, or installation as enumerated in the Bid Sheets. The unit price shall include all costs associated with the Work.

Such payment shall be considered full compensation for furnishing all materials, labor, equipment, and all incidentals necessary to complete the Work in accordance with the Standard Specifications and these Special Provisions.

Payment for installation of sign and post (salvaged or new) shall be paid per each (EA) sign and post installed, complete and in place. The unit cost shall include all costs associated with the Work including but not limited to: providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole

base; and finishing the surface or restoration of the landscaping where applicable.

Payment for installation of ADA sign panel assembly and post shall be paid per each (EA) new sign panel assembly per Caltrans Standard Plan A90A installed, complete and in place. The unit cost shall include all costs associated with the Work including but not limited to providing all mounting hardware, nuts & bolts, brackets, fasteners & clamps; excavating of the required hole for embedment of the sign pole; placing the concrete sign pole base; and finishing the surface or restoration of the landscaping where applicable.

## 1600 LANDSCAPING AND IRRIGATION

### 1601-1 SCOPE OF WORK

The Work shall consists of installation of landscaping and irrigation as shown on the Plans and in conformance with Section 800 and Section 801 of the SSPWC.

All existing lawn and landscape areas disturbed by the Contractor as part of or as a result of the work shall be prepared and/or replanted in kind, except as otherwise designated on the plans. Existing irrigation systems within the limits of the median rehabilitation area shall be removed and disposed of. Existing irrigation systems which are to remain shall be repaired and restored to operating condition to the satisfaction of the Engineer.

These specifications are intended to include everything obviously requisite and necessary for the proper installation and completion of the work, whether or not each necessary item is mentioned herein.

### 1601-2 MEASUREMENT AND PAYMENT

1. Payment for Landscape – Top Soil shall be made on a Contract Unit Price per cubic yard (CY) basis as enumerated in the bid schedule and shall include:

   (a) Top soil material
   (b) Top soil placement and grading.
   (c) Furnishing and installing fertilizers and conditioners, tilling, fine grading, and other work required to prepare soils for planting.

2. Payment for Landscape - Planting shall be made on a Contract Unit Price per each (EA) or lump sum (LS) basis as enumerated in the bid schedule and shall include:

   (a) Trees and Shrubs, and shall include all costs for furnishing and installing trees and shrubs, including staking and tying trees.

   (b) Mulch, shall be full compensation for furnishing and installing mulch on a Contract unit price as indicated in the Bid Sheets.

3. Payment for Landscape - Irrigation System Installation shall be made on a Contract Unit Price per square yard (SQYD) basis as enumerated in the bid schedule and shall include:

(a) Connection to Water Service, at each point shown on the drawings.

(b) Install Irrigation main line/ or relocation.

(c) Install Irrigation lateral line/ or relocation.

(d) Type A Sleeve (Trenched Non-Roadway Pipe Sleeving) in place for each size specified and shall include all costs of trenching, backfilling, and compacting.

(e) Type B Sleeve (Trenched Roadway Pipe Sleeving) including all costs of sawcutting, trenching, waste disposal, backfilling, compacting, resurfacing, and traffic control.

(f) Type C Sleeve (Bored Pipe Sleeving) and shall include all costs of boring, bore-pit excavation, and annular space backfilling.

(g) Trenched control wire conduit, and shall include all costs for furnishing and installing control wire conduit by trenching.

(h) Bored control wire conduit, and shall include all costs for furnishing and installing control wire conduit by boring.

(i) Shutoff Valve assembly and/or relocation, and shall be for a complete operating assembly including valve box.

(j) Remote Control Valve assembly and/or relocation, and shall be for a complete operating assembly, including valve box and cover and furnishing and installing control wires to controller.

(k) Automatic Irrigation Controller assembly for each controller location as shown on the Plans, and shall include all costs for furnishing and installing, or relocating a complete operating system, including conduit, supplemental irrigation control systems, and enclosure as required.

(l) Control wire.

(m) Quick Coupling Valve assembly and/or relocation.

(n) Backflow Prevention Device assembly, and shall include all costs for furnishing and installing a complete operating assembly, including filter, and backflow mounted pressure regulator (if required).

(o) Irrigation Heads assembled or relocated for a complete operating assembly, including servicing lateral piping.

All costs for testing, record drawings, and other miscellaneous costs shall be distributed among the various items, and no additional payment will be made.

1602 STAMPED CONCRETE

1602-1 GENERAL

Colored stamped concrete shall conform to 303-7 of the SSPWC. Color and pattern shall be per City Standard Plate 128, and shall be applied by Method A or B of Subsection 303-7.1 of the SSPWC.

1602-2 MATERIALS

Concrete for Stamped Concrete shall be Class 565-C-3250P (335-C-23P)
Chemical admixtures shall conform to Section 202-1.2.4 of SSPWC

1602-3 CONSTRUCTION

Placing of concrete shall conform to Sections 302-6 and 303-5 of the SSPWC.

While the concrete is still plastic, the forming tools shall be applied to make the patterned surface. After curing a minimum of seven Calendar Days, Contractor shall pressure clean the concrete to remove residual dust and excess release agent. After concrete is cleaned, it shall be sealed with clear sealant.
Only the concrete work so indicated on the plans will receive color treatment. If any concrete work not indicated for color treatment, any curb and gutter, or any existing concrete which is to remain in place should receive any color treatment, it shall be removed and replaced by the Contractor at the Contractor's expense.

Colored stamped concrete shall be 6"-12" river rock pattern and 4" thick minimum. Stamped pattern shall be as indicated on the City Standard Plate 128.

Control joints shall be 15mm (1/2 inch) deep, 7mm (1/4 inch) wide, tooled score joints placed at 3 meter (10 feet) maximum intervals. Control joints shall be placed so as to not disrupt the pattern.

Stamped concrete shall be placed, formed, and cured in conformance with the printed instructions, specifications, and technical bulletins issued by the manufacturer of the color hardener and color wax curing system.

The applicator shall be an experienced stamped concrete specialist. The stamped concrete specialist and supervisor of proven ability (who can provide at least three examples of high-quality installation) shall be listed in the bid form.

Prior to the start of stamped concrete work, Contractor shall submit the following to the Engineer for approval:

(a) A copy of the manufacturer's printed instructions, bulletins, and specifications.
(b) A 2ft x 2ft (0.6m x 0.6m) square sample of the stamped, finished concrete for the Engineer's approval prior to the start of stamped concrete work.

The finished concrete sample shall reflect the personnel, procedures, and materials to be used, and shall match the color, pattern, and finish of the stamped concrete installed by the Contractor.

The stamped concrete shall be installed in the locations shown on the plans, and shall be subject to approval by the Engineer. Work not conforming to color(s),

pattern, texture, appearance, or otherwise not complying with the specifications shall be removed and replaced at no additional cost to the City.

1602-4 MEASUREMENT AND PAYMENT

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in placing stamped and colord concrete in medians shall be considered as included in the Contract Unit Price per square foot (SQFT) for STAMPED COLORED CONCRETE.

1700 NOT USED

1800 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1800-1 SCOPE

The Contractor shall provide a Storm Water Pollution Prevention Plan (SWPPP) for construction activities that disturb one acre or more, that describes in specific detail the Contractor's program to prevent contamination of the storm water collection system. For construction activities that disturb less than one acre, Contractor shall prepare and submit the County of Ventura Storm Quality Management Program (SW-1) form. The program shall address both common construction activities and extraordinary events.

The SWPPP shall comply with the State Water Board Construction General Permit. A sample may be reviewed at the Oxnard Wastewater Treatment Plant. The SWPPP shall address prevention of particulate matter from entering the storm water system whether from routing operations or due to spills. The SWPPP must address practices for reducing the introduction of particulates or pollutants on the jobsite (prevention) and the containment, collection and disposal of particulates or pollutants that occur on the jobsite.

The Contractor is responsible for all aspects of the SWPPP/SW-1. The Inspector or Engineer will issue a stop notice for any failure to meet or maintain the Project site within the approved SWPPP.

1800-2 CONSTRUCTION

The Contractor shall provide continuously at the jobsite all of the tools, equipment, and materials necessary to implement the SWPPP/SW-1 at all times from Project initiation through completion, including any punch list or warranty Work on the Project.

A. The Contractor shall submit 3 copies of the SWPPP a minimum of 10 Working Days prior to beginning construction. **Construction shall not begin until the SWPPP/SW-1 is approved by the Engineer.**

B. Protection of Existing Storm Water System:

The Contractor shall protect the existing storm water system for entrance of particulates and pollutants. Such protection shall include implementing the BMPs as outlined in the SWPPP.

In addition to the BMPs outlined in the Ventura County Stormwater Quality Management Plan, the protection system shall have a minimum of three features:

1. A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
2. A prefilter for the particulate filter, and
3. On-hand materials to close off the inlet or opening in the case of a significant pollution spill.

C. Materials Storage Areas:

All storage areas where liquid construction materials such as asphalt emulsions, paving oils, and seal coat materials are held shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times during the absence of Contractor personnel at the storage site.

D. System Inspection and Maintenance:

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where any runoff occurs, Contractor must check the system twice a day, seven days a week, whether or not any Work has been performed. The daily checks shall be between 6 to 9 AM and 4 to 8 PM.

**The Contractor shall provide a monitoring log of each inspection.**

E. Non-Storm Spills or Pollution:

The SWPPP shall address practices for cleanup of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The SWPPP shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal site. The SWPPP shall include ultimate disposal from the Contractor's yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the Project upon acceptance by the Project Manager, the Contractor must certify that all contaminated materials have been properly disposed in accordance with the SWPPP.

## 1800-3 MEASUREMENT AND PAYMENT

The Contractor shall be paid one half percent (0.5%) of the total cost of Task Order excluding Mobilization/Demobilization, Traffic Control and Public Convenience and Safety, and Storm Water Pollution Prevention Plan (SWPPP) for the Work of preparing, implementing, inspecting, maintaining and removing the SWPPP on a lump sum (LS) basis per a "Task Order" issued by the Project Manager. All storm water pollution prevention plan costs beyond the allocated percentage shown above shall be considered included in the items in which SWPPP is used.

In addition, failure to perform and document the required daily inspections shall result in a penalty of $250 per Calendar Day. The imposition of the penalty shall not relieve the Contractor of any obligations of these Project requirements.

The Contractor will not be entitled to payment adjustments from the City for an additional quantity of Work installed unless substantial changes have been approved by the Project Manager for the task order work.

1900 MISCELLANEOUS

1901 DEWATERING

1901-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to install a dewatering system to maintain the groundwater level, if groundwater is found, below the level of the trench bottom for the installation of the storm drain lines, sewer lines, water/recycled water lines, connector pipes junction structures, and construction of necessary manholes. All such work shall conform to the applicable Standard Provisions, these Special Provisions and to the Conditions for SWPPP (Storm Water Pollution Prevention Plan) permits related to discharging ground water into the storm drain system.

1901-2 WORK TO BE ACCOMPLISHED

The Contractor is referred to Section 3-12.6.4 "Dewatering", of the SSPWC and these Special Provisions.

Where ground water is encountered, all trenches and excavations shall be dewatered to maintain a water level four (4) feet below the level of the trench bottom.

Removal of groundwater to a level of 4 feet below the level of the trench bottom shall be accomplished prior to trench or structural excavation. All bedding and construction materials shall be placed on a sub grade that is compacted to a minimum of 95% maximum density ASTM D- 1557, and completely free from water. Such ground water dewatering shall be maintained below the pipe and structure sub grade until the backfill and compaction of the pipe trenches and structure excavations have been completed.

Dewatering shall continue uninterrupted during all construction, curing and backfill operations. Water derived from dewatering shall not be discharged so that it crosses the traffic lanes. Water shall be conveyed to street gutters by temporary hoses or pipes. Such hoses or pipes shall cross traffic lanes only in the manner approved by the Inspector. All ground or surface water encountered shall be disposed of in a manner that shall not damage private and public property and in accordance with the requirements of the Regional Water Quality Control Board as set forth in the NPDES Permit and the SWPPP.

Fifteen days before starting any excavation work, the Contractor shall submit a working drawing and related supporting information per SSPWC 2-5.3 detailing its proposed plan and methodology of dewatering and treatment and disposal of accumulated water.

The Contractor shall secure all necessary permission from other agencies or property owners to discharge water to their facilities or properties. The Contractor shall obtain an NPDES permit, if required, to discharge the groundwater into the storm drain system and/or Groundwater Remediation/Dewatering Discharge permit, if required, to discharge the water into the wastewater system.

1901-3 MEASUREMENT AND PAYMENT

Dewatering, complete and in place, including furnishing all labor, materials, tools, equipment, permit and fees, and incidentals, including well points, installation of pumps, temporary power for pumps, fittings and hoses needed for discharge in a safe manner and removal once no longer needed, will be considered as included in the contract unit price for the bid items which require dewatering and no additional payment will be made thereof, as specified in these Specifications and Special provisions and as directed by the Engineer.

1902 TRENCH SAFETY

1902-1 SCOPE OF WORK.

This section shall include the designing, furnishing, installing, maintaining and removing or abandoning of temporary Excavation Safety systems for protecting workers in excavations.

The Contractor shall comply with California Labor Code 6705 and 6707, Section 5-7 - “Safety” and Section 306 – “Open Trench Conduit Construction” of the SSPWC and these Specifications and Special Provisions.

1902-2 WORK TO BE ACCOMPLISHED.

At all times, the trenches of any depth shall be maintained in safe conditions for the workers, Agency employees, outside Inspectors and the general public, by whatever means required by current City codes for safety and/or as directed by the Engineer.

For an excavation 5 feet or more in depth, submit shop drawings for a protective system. The drawings must show the design and details for providing worker protection from caving ground during excavation signed by a registered civil engineer in California.

The Contractor shall provide adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders, as required by Labor Code Section 6707.

The Contractor shall remain solely and completely responsible for all Excavation Safety Systems and for the associated means, methods, procedures, and materials.

1902-3 MEASUREMENT AND PAYMENT

Installation of all excavation safety system, “Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders”, complete and in place, shall be considered as included in the contract unit price for the bid items which requires trench safety and no additional payment will be made thereof, as specified in these Specifications and Special provisions and as directed by the Engineer.

1903 TRENCH STABILIZATION

1903-1 SCOPE OF WORK

The work under this section consists of all labor, materials, tools, equipment, and incidentals necessary to remove unstable materials and replace with suitable bedding materials as provided for in these Special Provisions and as directed by the Engineer.

1903-2 MATERIALS

1903-2.1 CRUSHED ROCK

Where required by the Engineer, trench stabilization ¾” crushed rock shall be in accordance with SSPWC Section 200-1.2.

1903-2.2 WOVEN GEOTEXTILE FABRIC

Geotextile fabric for trench stabilization shall be in accordance with Section 213-5 of the SSPWC. Overlap the parallel rolls and ends of rolls a minimum of 24 inches and not less than recommended by manufacturer. Make overlaps at ends of rolls in the direction of the aggregate placement with the previous roll on top. Repair all holes or rips by placing a new layer of fabric extending beyond the defect in all directions, a distance equal to the minimum overlap required for adjacent rolls.

1903-3 WORK TO BE ACCOMPLISHED.

Trench stabilization shall be placed at locations deemed as unsuitable for support of the pipe and pipe bedding as determined by the Engineer. Crushed rock base for trench stabilization shall be installed and compacted to a relative density of 90% by use of approved mechanical tampers in 6-inch layers. Wrap the crushed rock in woven geotextile fabric per Section 1903-2.2.. See the Plans for additional details.

1903-4 MEASUREMENT AND PAYMENT

Trench stabilization, complete and in place, shall be paid per Bid Sheets, “Trench Stabilization” item at the Contract Unit Price per ton (TON), of over excavation/special bedding as shown in the bid.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for doing all the necessary work involved as specified in these Special provisions and as directed by the Engineer.

1904 UNCLASSIFIED FILL

1904-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to install unclassified fill at the locations and areas shown on the Plans. Construction of unclassified fill shall include preparing the area on which unclassified fill is to be installed, and the depositing and compacting of fill material.

1904-2 MATERIALS

Unclassified fill shall be fill generated from unclassified excavation on the Work site and that is determined by the Engineer to be suitable for deposition in non-structural fill zones.

Imported borrow material shall be from sources authorized by the Engineer.

1904-3 CONSTRUCTION

The Contractor is referred to Section 300-4 Unclassified Fill and Section 300-5 Borrow Excavation of the SSPWC and these Specifications and Special Provisions for the preparation of placement areas, installation and compaction of fill.

Unclassified fill or imported borrow material shall be placed in designated areas per the direction of the Engineer of minimum six (6) inches of compacted thickness.

1904-4 MEASUREMENT AND PAYMENT

Unclassified fill, complete and in place, shall be paid per Bid Sheets, “Unclassified Fill” item at the Contract Unit Price per cubic yard (CY), as shown in the bid.

The above contract price and payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, including preparation of placement areas, unclassified fill material, placement, water, compaction, and grading to the lines, grades, and cross sections shown on the plans

Measurement of Unclassified Fill shall be based on in-place volumes installed.

Imported borrow, complete and in place, shall be paid per cubic yard (CY), as shown in the bid. The payment shall include full compensation for furnishing all labor, tools, equipment, materials, and incidentals including hauling and delivery, placement, water, compaction, and grading.

1905 SURFACE APPLIED TACTILE/DETECTABLE WARNING SURFACE TILES

1905-1 SCOPE OF WORK. This Section includes Specifications for furnishing and installing Surface Applied Tactile/Detectable Warning Surface Tiles in an inline truncated dome pattern on all curb ramps and walking surfaces at the locations and to the dimensions shown on the Drawings, in accordance with the latest ADA Standards for Accessible design and these Special Provisions as directed by the Engineer.

1905-2 MATERIALS

Surface Applied Tactile shall be in accordance with ADA guidelines and Caltrans detectable warning surface of Standard Plan A88A.

Detectable Warning Surface shall be fabricated by the following manufacturers or equal:

1. Armor-Tile tactile systems product or equal.

Panels shall be homogenous glass and carbon reinforced composite or an epoxy polymer composition which is color and UV stable. Color shall be Federal Safety Yellow (FS 33538) and homogenous throughout the panel thickness.

Nominal panel size per curb ramp: 36 inches X 48 inches.
Panel thickness: 3/8 inches minimum, solid thickness for all type of panels.

Truncated dome surface shall comply with SSP A88A.

Panels shall meet the following standards.

| **Property** | **ASTM Test Method** | **Nominal Value** |
|---|---|---|
| Accelerated Weathering (2,000 hours) | G155 | Delta E: 5.0 max |
| Chemical Resistance | D1308 | No Stain or Discoloration |
| Flexural Strength | D790 | 25,000psi min |

| | | |
|---|---|---|
| Compressive Strength | D695 | 20,000psi min |
| Tensile Strength | D638 | 10,000psi min |
| Gardner Impact Test | D5420 | 110 in-lb min |
| Flame Spread | E84 | FSI: 25 max<br>SDI: 150 max |
| Slip Resistance | C1028 | Friction Coeff: 0.80 min (wet or dry) |
| Wear Resistance | C501 | 500 min |
| Water Absorption (2 weeks) | D570 | 0.20% max |
| Salt Spray (120 hours) | B117 | No Change |

Fasteners for Concrete: Color matched nylon expansion sleeves with ¼ inch diameter by 1-1/2 inches long stainless steel drive pins or as recommended by panel manufacturer for specific job conditions and accepted by the Engineer.

Adhesive: Type approved by the panel manufacturer.

Sealant: Urethane sealant of type approved by the panel manufacturer.

Panels and accessories, including panel adhesive, fasteners, and sealants, shall be from a single source.

2. Safety Step TD or equal
   This type of truncated dome with flexible cement mat shall only be used in selected locations per approval of the Engineer.

1905-3 WORK TO BE ACCOMPLISHED.

The tactile panels shall be surface installed only on concrete surfaces. See manufacturer's surface applied installation guidelines to properly prepare area for installation.

**Installation: (Surface Applied)**

- Utilize manufacturer-provided template to lay out area to receive panels.
- Form recess for panels by milling with diamond blade to provide an even surface and ensure that the surface is flat with light ribbed finish.
- For concrete surface with existing grooves, grind to a minimum depth of ¼ inch so that installed panel will still flush relative to adjacent surface.
- After grinding, vacuum and power wash surface with clean water, free from all dirt and debris. Remove foreign matter by grinding or further washing, as appropriate.
- Immediately prior to application of the setting adhesive, inspect surfaces to receive panel to ensure that it is clean, dry, free of voids, loose materials, grease, oils, dust, and other contaminants.
- Apply generous amount of adhesives to eliminate air entrapment between the panels and the concrete surfaces.

- Set panels and install fasteners in accordance to manufacturer's instructions.
- Drill holes into concrete using recommended bit and install fasteners.
- Clean tile surface and apply perimeter sealant in accordance with manufacturer recommendations.

**Installation: (Cast in Place)**

- Pour and float concrete, set tile by tamping down into concrete until all air voids are removed, edge around perimeter, cut off protective plastic sheet.

Prior to construction, refer any and all discrepancies to the Engineer for further action.

1905-4 MEASUREMENT AND PAYMENT

Full Payment for complying with these requirements shall be made at the applicable Contract Unit Price as indicated on the Bid Schedule.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for doing all the necessary work involved to complete the work as specified in these Specifications and Special provisions and as directed by the Engineer.

Install or remove and replace truncated dome, complete and in place, shall be paid per Bid Sheets, "Furnish And Install Detectable Warning Surface Tiles" item at the Contract Unit Price per square foot (SF), as shown in the bid.

1906 MISCELLANEOUS DEMOLITION WORK

1906-1 SCOPE OF WORK

The Work under this section shall consist of removal and disposal of existing facilities which interfere with, or are within a close proximity of, the proposed construction of a street improvements. All such Work shall be accomplished in accordance with the applicable provisions of the SSPWC and these Special Provisions as directed by the Engineer.

1906-2 WORK TO BE ACCOMPLISHED

The Work under this section includes, but is not limited to, the following:

A. Remove existing concrete pavement, curb, gutter, and other miscellaneous concrete.

B. Remove and dispose existing asphalt concrete pavement, dike, and berm.

C. Remove and dispose other concrete and/or asphalt structures.

1906-3 CONSTRUCTION

All removal works shall be in accordance with Section 401-Removal of the SSPWC.

Existing asphalt and concrete facilities shall be completely removed from the site as indicated in the Plans.

The Contractor shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required for performing the demolition and removal Work.

If needed, the Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property.

Complete the removal work in accordance with the plans and these technical specifications and any special provisions included in the Contract Documents.

1906-4 MEASUREMENT AND PAYMENT

Payment for the various types of removal and/or relocation Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

The above Contract Unit Prices shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, excavation, disposals, and incidentals and any other related work considered as included in the Contract unit price and no additional compensation will be made therefore.

1907 COLD MIX ASPHALT

1907-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to perform pavement pothole patching where a temporary or emergency repair is needed.

1907-2 WORK TO BE ACCOMPLISHED

Supply, deliver, place , and compact Cold Mix Asphalt throughout the City of Oxnard as per Engineer's direction on an on-call, as needed basis.

1907-3 MATERIALS

- General: Use locally available products and gradations which exhibit a satisfactory record of previous installations. All tests necessary to locate an acceptable source of suitable PRODUCTS shall be provided by the Contractor, and test results shall be furnished to the City.
- Crafco HP Asphalt Cold Patch or equal.
- Asphalt Concrete: Use Type B, per Section 39 of SSS.

1. Aggregate in the mix shall be 3/8-inch maximum, coarse grading, as defined in Section 39 of SSS.
2. Liquid Asphalts shall be SC-3000 grades in compliance with Section 93 of SSS.

1907-4 CONSTRUCTION AND EQUIPMENT

The following steps describe how this form of patching is carried out:

- Remove water and debris from the pothole.
- Square-up the sides of the patch area until vertical sides exist in reasonably sound pavement.
- Place the mix.
- Compact with a device (Single-drum vibratory rollers and/or vibratory plate compactors) the patch area.
- Open the repaired section to traffic as soon as maintenance workers and equipment are cleared from the area.

All equipment necessary for the satisfactory performance of this work shall be on hand and inspected before work will be permitted to begin.

1907-5 MEASUREMENT AND PAYMENT

Cold Mix Asphalt, complete and in place, shall be paid per Bid Schedule of Work and Prices, “Cold Mix Asphalt” item at the Contract Unit Price per pound (LB), as shown in the bid.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the work including preparation of surface, laying, and compaction.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the contract unit price per ton and no separate or additional payment will be made therefor.

1908 SLURRY CEMENT BACKFILL

1908-1 SCOPE OF WORK

The work under this section covers all labor, materials, tools, equipment and incidentals necessary to furnish and place controlled low strength material at locations shown on the plans or as directed by the Engineer.

1908-2 MATERIALS

Slurry cement backfill - must be a fluid workable mixture of aggregate, cement, and water.

Slurry backfill material shall conform with Section 201-6 of SSPWC or Section 19-3.02E of SSS.

1908-3 CONSTRUCTION

The use of slurry cement backfill may be used as an alternate intermediate backfill material for trench excavation.

Perform installation only per the approval of the Engineer prior to placement. Slurry backfill placement shall conform with Section 19-3.03F of SSS.

## 1908-4 MEASUREMENT AND PAYMENT

Slurry cement backfill and placement will be measured and paid for per cubic yard (CY) in place only for Engineer requested change.

Payment shall be considered full compensation for furnishing all labor, material, tools, and equipment necessary to complete the work including area preparation and placement.

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works/Engineering **Date:** July 20, 2021

**Project/Program Manager:** Tatiana Arnaout **Phone:** (805)385-8341

**Reason for Appropriation:**

Re-appropriate $1,950,392 from General Fund Street Resurfacing to the Arterial Street Resurfacing Improvement Project 223102/ Capital Outlay Fund 301 for street improvement services.

| Accounts and Descriptions | | AMOUNT |
|---|---|---|
| **Fund: GENERAL FUND (101)** | | |
| **Expenditures/Transfers Out** | | |
| **MAINTENANCE SERVICES DEPT** | | |
| 101-5704-826.86-10 | STREET RESURFACING IMPROV | (1,950,392) |
| **NON-DEPT.-RESERVES AND TRANSFERS** | | |
| 101-1002-808.87-12 | TSFR TO CAPITAL OUTLAY FD | 1,950,392 |
| | Sub-total Expenditures | 0 |
| | **Net Change to Fund Balance** | **0** |
| **Fund: CAPITAL OUTLAY FUND (301)** | | |
| **Revenues/Transfers In** | | |
| **ARTERIAL STREET RESURFACING IMPROVEMENT PROEJCT (223102)** | | |
| 301-3015-711.79-01 | TRANSFER FR. GENERAL FUND | 1,950,392 |
| | Sub-total Revenues | 1,950,392 |
| **Expenditures/Transfers Out** | | |
| **ARTERIAL STREET RESURFACING IMPROVEMENT PROEJCT (223102)** | | |
| 301-3015-826.82-08 | SERVICES - CONSTRUCTION | 1,950,392 |
| | Sub-total Expenditures | 1,950,392 |
| | **Net Change to Fund Balance** | **0** |
| | **Net Appropriation Change** | **1,950,392** |

**Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

**REQUIRES CITY COUNCIL AUTHORIZATION**

Revised : 2/23/2012

# REQUEST FOR BUDGET APPROPRIATION

**Department:** Public Works/Engineering **Date:** July 20, 2021

**Project/Program Manager:** Tatiana Arnaout **Phone:** (805)385-8341

**Reason for Appropriation:**

Re-appropriate $1,913,392 from General Fund Street Resurfacing to the Neighborhood Street Resurfacing Project 223106/ Capital Outlay Fund 301 for street improvement services.

| Accounts and Descriptions | | AMOUNT |
|---|---|---|
| **Fund: GENERAL FUND (101)** | | |
| **Expenditures/Transfers Out** | | |
| **MAINTENANCE SERVICES DEPT** | | |
| 101-5704-826.86-10 | STREET RESURFACING IMPROV | (1,913,392) |
| **NON-DEPT.-RESERVES AND TRANSFERS** | | |
| 101-1002-808.87-12 | TSFR TO CAPITAL OUTLAY FD | 1,913,392 |
| | Sub-total Expenditures | 0 |
| | **Net Change to Fund Balance** | **0** |
| **Fund: CAPITAL OUTLAY FUND (301)** | | |
| **Revenues/Transfers In** | | |
| **NEIGHBORHOOD STREET RESURFACING PROJECT (223106)** | | |
| 301-3015-711.79-01 | TRANSFER FR. GENERAL FUND | 1,913,392 |
| | Sub-total Revenues | 1,913,392 |
| **Expenditures/Transfers Out** | | |
| **NEIGHBORHOOD STREET RESURFACING PROJECT (223106)** | | |
| 301-3015-826.82-08 | SERVICES - CONSTRUCTION | 1,913,392 |
| | Sub-total Expenditures | 1,913,392 |
| | **Net Change to Fund Balance** | **0** |
| | **Net Appropriation Change** | **1,913,392** |

**Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

**REQUIRES CITY COUNCIL AUTHORIZATION**

Revised : 2/23/2012

# AWARD AGREEMENTS A-8351, A-8352, & A-8353 TO GRANITE CONSTRUCTION COMPANY FOR ON-CALL ARTERIAL STREETS IMPROVEMENT PROJECT (PW 21-88), CONCRETE IMPROVEMENT PROJECT (PW 21-90), AND LOCAL & COLLECTOR STREETS IMPROVEMENT PROJECT (PW 21-87)

City Council
July 20, 2021

Tatiana Arnaout, PE
City Engineer

CITY OF OXNARD CALIFORNIA

# RECOMMENDATION



That the City Council approve and authorize the City Manager to:

1. Execute Agreement A-8353 with Granite Construction Company in the not to exceed amount of $12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $36,000,000, for On-Call Arterial Streets Improvements, Specification No. PW 21-88 (Project No. 223102);

2. Execute Agreement A-8352 with Granite Construction Company in the not to exceed amount of $10,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $30,000,000, for On-Call Concrete Improvements, Specification No. PW 21-90 (Project No. 215709);

# RECOMMENDATION



3. Execute Agreement A-8351 with Granite Construction Company in the not to exceed amount of $12,000,000 for a one year term ending August 31, 2022, with the option to extend for up to two (2) consecutive periods of one year each, for a total contract not to exceed amount up to $36,000,000, for On-Call Local and Collector Streets Improvements, Specification No. PW 21-87 (Project Nos. 183106, 203102, 205702, 215707, 215708, 223106); and

4. Approve budget appropriation transfers of $3,863,784 from the Street Maintenance Operations General Fund (101) budget to the Capital Outlay Fund (301) budget for these improvement projects in FY 2021-22.

# BACKGROUND

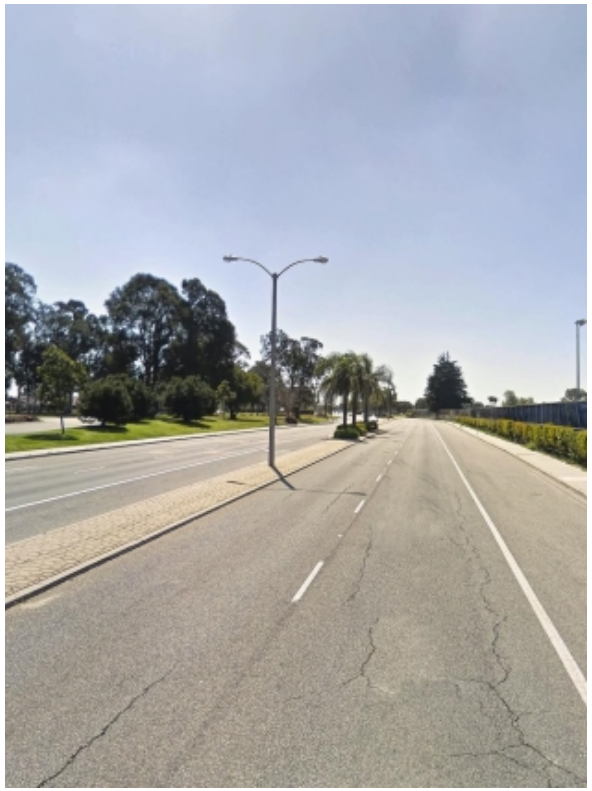


May 18, 2021: City Council recommended additional funding to support improving the citywide average Pavement Condition Index (PCI) to a level of 70

In order to meet the Council's PCI goal, staff recommended the City enter into various on-call construction contracts for:

- Arterial Streets Improvement Projects
- Concrete Improvement Projects
- Local & Collector Streets Improvement Projects

Examples of existing conditions of Arterial streets:



Examples of existing conditions of Concrete & Alleys:

Examples of existing conditions of Local & Collector streets:

On-Call Arterial Streets Improvement Project

- Notice inviting formal bids (NIFB) for the project was published on May 27, 2021 with bids due on June 15, 2021

- The NIFB requested rates and costs on a variety of services and the following 2 bids received were evaluated using a representative sample of bid items:

| | |
|---|---|
| Granite Construction Company | $5,336,512.13 |
| Toro Enterprises, Inc. | $5,388,294.04 |

- The lowest bidder was Granite Construction Company and its bid is responsive to the City's NIFB

## On-Call Concrete Improvement Project

- Notice inviting formal bids (NIFB) for the project was published on May 27, 2021 with bids due on June 14, 2021

- The NIFB requested rates and costs on a variety of services and the following 2 bids received were evaluated using a representative sample of bid items:

| | |
|---|---|
| Granite Construction Company | $1,687,891.29 |
| Toro Enterprises, Inc. | $2,148,027.55 |

- The lowest bidder was Granite Construction Company and its bid is responsive to the City's NIFB

## On-Call Local & Collector Streets Improvement Project

- Notice inviting formal bids (NIFB) for the project was published on May 27, 2021 with bids due on June 14, 2021

- The NIFB requested rates and costs on a variety of services and the following 2 bids received were evaluated using a representative sample of bid items:

| | |
|---|---|
| Granite Construction Company | $5,774,167.23 |
| Toro Enterprises, Inc. | $5,853,905.60 |

- The lowest bidder was Granite Construction Company and its bid is responsive to the City's NIFB

# FINANCIAL IMPACT - ARTERIAL STREETS IMPROVEMENTS



- On-call arterial streets improvements with Granite Construction Company shall not exceed $12,000,000 for one year through August 31, 2022
- Option to extend up to two (2) additional years for a maximum contract value of $36,000,000
- Funded from Arterial Street Resurfacing Improvement Project 223102 in the RMRA Gas Tax Fund (185) and the Capital Outlay Fund (301) in FY 2021-22
- Costs for extension periods in subsequent fiscal years will be requested during the annual budget

# FINANCIAL IMPACT - CONCRETE IMPROVEMENTS



- On-call concrete improvements with Granite Construction Company shall not exceed $10,000,000 for one year through August 31, 2022
- Option to extend up to two (2) additional years for a maximum contract value of $30,000,000
- Funded from the Citywide Alleyway Resurfacing Improvement Project 215709 in the HERO/SW Ormond Fund (315) in FY 2021-22
- Costs for extension periods in subsequent fiscal years will be requested during the annual budget

# FINANCIAL IMPACT - ON-CALL LOCAL & COLLECTOR STREETS



- On-call local & collector streets improvements with Granite Construction Company shall not exceed $12,000,000 for one year through August 31, 2022
- Option to extend up to two (2) additional years for a maximum contract value of $36,000,000
- Funded from various capital funds (funds 185 thru 315) in FY 2021-22
- Costs for extension periods in subsequent fiscal years will be requested during the annual budget

# QUESTIONS?

CITY OF
OXNARD
CALIFORNIA