

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.



AMENDED AGENDA

Closed Session Canceled - (Removed from Agenda)

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

November 19, 2024

Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 847 5934 8944
3. Passcode: 972280

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of November 2024 as "Family Caregivers Month."

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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.

E. 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.

F. 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.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of October 8, 2024 special meeting and October 15, 2024 regular meeting as presented.

Legislative Body: City Council

Contact: Rose Chaparro, (805) 385-7805

2. Public Works Department

SUBJECT: Trade Services Agreement 32500133 with Econolite Systems Inc. for Traffic Signal Pre-emption Program Project, Specification No. PW 24-105, Caltrans Project No. CRASLNI-5129(108).

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Econolite Systems Inc. in the amount of \$866,000 with a term through June 30, 2025, for the Traffic Signal Pre-Emption Program Project, Specification No. PW 24-105; and
2. The acceptance and appropriation of additional grant funds in the amount of \$779,000 in FY 2024-25 from the State Grant Fund (210) and corresponding Capital Outlay Fund (301) to the Traffic Signal Pre-Emption Program Project (C2501).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Annual Purchase Orders with Rockwell Engineering & Equipment Co. for Wastewater Equipment and Supplies.

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with Rockwell Engineering & Equipment Co. (Rockwell) for a total amount not to exceed \$600,000 through June 30, 2026, for the purchase of wastewater pumps and related equipment for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Trade Services Agreement 32500200 with Taft Electric Company for On-Call Traffic Signal Repair & Maintenance Services, Specification No. PW 25-26.

RECOMMENDATION: That the City Council approve and authorize an Agreement with Taft Electric Company for an initial one-year and 10-day term from November 20, 2024, to November 30, 2025, with the option for four consecutive one-year period extensions for a final term ending November 30, 2029, for a total amount not to exceed \$500,000 for on-call traffic signal repairs and services.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Public Project Agreement 32500251 with R.E. Schultz Construction, Inc. for the Citywide Playground Replacement Project - Marina West Park (Rebid) Specification No. PW 24-31R.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$262,232 in Project funds for the Citywide Playground Replacement Project - Marina West Park (Rebid) Specification No. PW 24-31R;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of \$218,526 and a Project contingency amount of \$21,853 (10%) for a total not to exceed value of \$240,379 for the Project;
3. A Project allocation amount of \$21,853 (10%) for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation in the amount of \$116,270 from the available fund balance in Quimby Fund (351, sub-fund 8124) to the Playground Replacement Capital Improvement Project (C1313) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Public Project Agreement 32500257 with Pacific Tide Construction for Pleasant Valley Park Playground Replacement Project (Rebid), Specification No. PW 24-114R.

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$332,184.04 in Project funds for the Pleasant Valley Park Playground Replacement Project (Rebid), Specification No. PW 24-114R;
2. The Mayor to Execute an Agreement with Pacific Tide Construction in the amount of \$276,820.04 and a Project contingency amount of \$27,682 (10%) for a total not to exceed value of \$304,502.04 for the Project; and
3. A Project allocation amount of \$27,682 for engineering, inspection, survey and project

management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Not-To-Exceed Agreement and Purchase Order with Altec Industries, Inc., for a Bucket Truck for Traffic Engineering.

RECOMMENDATION: That the City Council authorize the City Manager to approve a negotiated agreement and/or purchase order with Altec Industries, Inc. for a not-to-exceed value up to an amount of \$375,000 for the purchase of a bucket truck for Traffic Engineering.

(This item did not originate in Committee because it is a continuation of a specific item included in the City Council Adopted FY 2024-25 Budget for Public Works.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Budget Appropriation for Fiscal Year 2024-25 Wagon Wheel Master Association, Community Facility District 7.

RECOMMENDATION: That the City Council approve and authorize the City Manager to approve a budget appropriation from the available fund balance in the amount of \$15,467 within the Wagon Wheel Community Facility District 7 (Fund 120, Subfund 6070).

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

9. Community Development Department

SUBJECT: Submittal of Grant Application to the Clean Power Alliance (CPA), Energized Communities Innovation Grant Fund Project to be Used for the Lamppost EV Charging Pilot.

RECOMMENDATION: That the City Council:

1. Authorize the City Manager to apply for the CPA Innovation Grant in the amount of \$250,000;
2. Authorize the City Manager or designee to execute grant agreements and appropriate grant funds upon confirmation of the grant award;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims; and
4. Authorize the City Manager or designee to submit all program-related progress or status reports.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

J. REPORTS

1. Housing Department

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2024-25. (10 minutes)

RECOMMENDATION: That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2024-25.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the November 12, 2024, Community Services, Public Safety, and Housing & Development Committee. Staff is available to answer any questions.)

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

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Public Works Department

SUBJECT: Agreement 32500183 with GHD Engineering, Inc. for Owner's Engineer Professional Services for Advanced Water Purification Facility Improvements & Expansion and Aquifer Storage & Recovery / Injection Well Field Project, Specification No. PW 24-119. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to execute an Agreement with GHD Engineering, Inc. in the amount of \$5,000,000 from December 1, 2024, to November 31, 2029, for owner's engineer professional services for Advanced Water Purification Facility (AWPF) Improvements & Expansion Project and the Aquifer Storage & Recovery (ASR) / Injection Well Field Project, Specification No. PW 24-119;
2. Project budget appropriations of \$3,500,000 in the AWPf Improvements & Expansion Project (C2023) and \$1,500,000 in the Aquifer Storage & Recovery (ASR) / Injection Well Field Project (C2551) for a total of \$5,000,000 from the Water Development Impact Fee Fund (603) available fund balance, as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amounts; and
3. Project budget unappropriations of \$750,000 from the Water WIFIA Fund (607) and \$478,977 from the Water Resource Fee Fund (606) in the AWPf Improvements and Expansion Project (C2023) as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/C6dWUpAEEBs>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Public Project Agreement 32500227 with KYA Services, LLC. for Design Build of the Oxnard Tennis Center Specification No. PW 23-70. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$1,453,263.30 in Project funds for the Design Build of the Oxnard Tennis Center Specification No. PW 23-70;
2. The Mayor to Execute an Agreement with KYA Services, LLC. in the amount of \$1,397,367.30 and a Project contingency amount of \$27,948 (2%) with KYA Services, LLC. for a total not to exceed value of \$1,425,315.30 for the Project; and
3. A Project allocation amount of \$27,948 (2%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/E0j8Q_oUfcU

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Third Amendment to Agreement A-8248 with Moore, Iacofano, Goltsman, Inc. for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95. (10 minutes)

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

1. Execute a Third Amendment with Moore, Iacofano, Goltsman, Inc. in the amount of \$180,325.77 for a new not-to-exceed amount of \$1,280,264.52 to perform landscape architecture and design services for the Campus Park Activation Project PW 20-95; and
2. Authorize a \$65,000 budget appropriation, and corresponding transfer in revenue in the same amount, in the Capital Outlay Fund (301) of the Campus Park Activation Project (C2104), funded from a transfer of existing FY2024-25 General Fund (101) appropriation.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Jxqi66iFQwQ>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Annual Purchase Orders with SWARCO McCain, Inc., for Traffic Signal Equipment for the Traffic Signal Modernization Project. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with SWARCO McCain, Inc. for a not-to-exceed amount of \$3,120,000 for a term of three years for specialized traffic signal equipment for Citywide signalized intersections.

(This item did not originate in Committee as this is a capital improvement project specifically listed

in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/JXEOvMdB7wI>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

K. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.1

DATE: November 19, 2024
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 October 8, 2024 special meeting and October 15, 2024 regular meeting as presented.

BACKGROUND

Approval of Minutes.

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 financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 10 08 2024 CC Special Meeting
2. MINUTES 10 15 2024 CC Regular Meeting

MINUTES
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
October 8, 2024
Special Council Meeting

A. ROLL CALL, POSTING OF AGENDA

At 6:02 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 Assistant City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.
CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

B. OPENING CEREMONIES (6:00 PM)

C. APPOINTMENT ITEMS

1. City Manager Department

SUBJECT: Appointment Item Presentation of UCLA Chicano Studies Research Center's Citywide Survey on the Well-being of Young Adult Residents of Oxnard.

RECOMMENDATION: That the City Council receive and file the presentation of the UCLA Chicano Studies Research Center's citywide survey on the well-being of young adult residents of Oxnard.

Veronica Terriquez, UCLA Chicano Studies Research Center Director presented to Council. A significant study commissioned by the Oxnard City Council and conducted by the UCLA Chicano Studies Research Center (CSRC).

A significant study commissioned by the Oxnard City Council and conducted by the UCLA Chicano Studies Research Center (CSRC) that highlights the challenges and barriers facing young adults in Oxnard. Utilizing federal funding from the American Rescue Plan, the City Council commissioned the UCLA CSRC to study the widening gap that was exacerbated by the pandemic between high- and low-income families, and the impacts to young people from lower-income and working-class backgrounds. Led by the UCLA CSRC Director, Professor Veronica Terriquez, the research draws on extensive data from the 2023–24 Thriving Youth Study (TYS), a youth-led initiative involving over 3,000 local residents aged 18 to 34.

During the special City Council meeting, Dr. Terriquez reviewed key findings including Health and Education Disparities: Young adults in Oxnard report poorer health outcomes and lower levels of educational attainment compared to their peers throughout California. Career Aspirations vs. Reality: While many young people in Oxnard aspire to higher education degrees and better jobs, they often lack the preparation and guidance needed to achieve these goals.

With nearly half of Oxnard's population under the age of 35, the success of the community's young people has major implications for the City's future. The research found that 83% of young adults in Oxnard come from immigrant families, with many serving as translators and caregivers within their households. The time required to care for family responsibilities can limit their educational and professional opportunities.

Public comments were received from Hannah Quiroz, Angeles Agredano, Meaghan Salas, Cynthia Salas, Daniel Chavez, Jr., Roy Prince, Dolores Ortiz, Eduardo Huerta, Juan Vasquez, Ana DeGenna, Vanessa Valdez, and Genevieve Flores-Haro.

The report and presentation were received and filed; no formal action was required.

D. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:13 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor

MINUTES
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
October 15, 2024

A. ROLL CALL, POSTING OF AGENDA

At 4:32 p.m., Mayor John C. Zaragoza called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing 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, Oscar Madrigal, Bert E. Perello, Gabriel (Gabe) Teran, Arthur Valenzuela, Mayor Pro Tem Bryan A. MacDonald, and Mayor John C. Zaragoza were present.

Councilmember Valenzuela arrived at 4:35 p.m.

Housing Authority Commissioner Jose Andrade was present and joined the meeting at 5:55 p.m. Housing Commissioner Vega was absent.

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449.

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Moving Oxnard Forward v. Jim Throop; et al.
Ventura County Superior Court, Case No. 201800514769CUWM
Legislative Body: City Council
2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Jeff Muzzin v. City of Oxnard
Workers' Compensation Case No.: ADJ14304792
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: John Mora v. City of Oxnard

Workers' Compensation Case Nos.: ADJ16075354 and ADJ16074567

Legislative Body: City Council

4. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
In the Workers' Compensation Case of Blair Martin v. City of Oxnard
Legislative Body: City Council

At 4:34 p.m., the City Council recessed to a closed session. At 5:03 p.m., the City Council reconvened in open session in the Council Chambers. The City Attorney announced that items C.1, C.3, and C.4 were reviewed and there were no reportable actions out of closed session. Item C.2 (Jeff Muzzin) was pulled from the agenda.

D. APPOINTMENT ITEMS (5:00 PM)

1. City Manager Department

SUBJECT: Halaco Engineering Company.

RECOMMENDATION: That the City Council receive and file an update from the Environmental Protection Agency on the Halaco Engineering Company Superfund Site.

City Manager Nguyen introduced Holly Mortensen, Ph.D., EPA Computational Biologist with the United States Environmental Protection Agency who presented to Council. Dr. Mortensen discussed the superfund process, site overview, impacts to human health and environment, climate vulnerability, similar sites, and community involvement; to update the public on the status and future of the contaminated south Oxnard property of the former Halaco Engineering Company Superfund Site. The presentation was received and filed; no formal action was taken.

2. City Attorney Department

SUBJECT: Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence.

RECOMMENDATION: That the City Council receive a presentation by the Ventura County District Attorney's Office, Oxnard Police Department and the City Attorney's Office regarding Gun Violence Restraining Orders: A Critical Tool to Help Reduce Gun Violence.

Deputy City Attorney Andrew Gonzalez introduced Deputy District Attorney Rikole Kelly who joined members of the Oxnard Police Department and the Oxnard City Attorney's Office at the Oxnard City Council meeting to provide a detailed presentation on Gun Violence Restraining Orders (GVROs). This important legal tool helps prevent individuals at risk of harming themselves or others from accessing firearms.

By increasing community awareness of GVROs, they aim to empower the public to take proactive steps in reducing gun violence and protecting our neighborhoods. The presentation was received and filed; no formal action was taken.

E. OPENING CEREMONIES (6:00 PM)

The flag salute was followed by a moment of silence.

F. CEREMONIAL ITEMS

1. Presentation of a Proclamation Designating the Month of October 2024 as "Filipino American History Month."

Mayor Zaragoza read the proclamation and presented it to Charleen Morla-Garcia and Jen Benitez with Pinaysphere Youth Arts, a Filipino American nonprofit organization in Ventura County. They accepted the proclamation on behalf of the organization in celebration of the Filipino American History month. Public comments were received from Ronald Arruejo.

2. Presentation of a Proclamation Designating the Month of October 2024 as "Arts and Humanities Month."

Mayor Zaragoza read the proclamation and presented it to Julie Estrada, Management Analyst with the Cultural & Community Services Department, who came to the dais to accept the proclamation on behalf of the department.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Grant Kennedy (Thank you to Jeff Pengilley), Pat Brown (Halaco site), Steve Nash (election), Greg Runyon (election, homeless), Marisa Martinez (homeless), and Ronald Arruejo (candidate forum).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

City Manager Nguyen introduced Jeff Pengilley, Community Development Director who provided an update on the permit application, process, and services.

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

The members of the Council provided brief announcements regarding their various activities.

1. City Attorney Department
SUBJECT: Resolution No. 15,830 Regarding Job Outsourcing at Dignity Health's St.

John's Regional Medical Center.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee consider whether to place on a future City Council agenda a **Resolution No. 15,830** requested by Councilmember Valenzuela in support of Nurses and Healthcare Workers with SEIU 121RN and SEIU-UHW to address the outsourcing of critical jobs at Dignity Health's St. John's Regional Medical Center.

(The Community Services, Public Safety, Housing & Development Committee approved 2-1 on September 24, 2024.)

Stephen M. Fischer, City Attorney presented the item and answered questions. He noted a grammatical error to the staff report that it should read that the City Council consider the item and to remove the other legislative body listed. Public comments were received from Audra Strickland, Julieta Arceo, Mary Temple, Espie Velasco, Meghan Martinez, Jose Barrera, David Aguilar, and Maria Dalton. Written comments were received from Guillermo Mendoza-Lujan.

It was moved by Councilmember Valenzuela, seconded by Councilmember Teran, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Teran, Valenzuela, and Zaragoza voted in favor; Perello voted against; motion passed 6-1.

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

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

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of September 17, 2024, regular meeting as presented.

2. City Manager Department

SUBJECT: Restatement of City and Successor Agency Capital Assets.

RECOMMENDATION: That the City Council receives and files a report on the Restatement of City and Oxnard Community Development Commission Successor Agency (Successor Agency) Capital Assets.

3. Housing Department

SUBJECT: Spectrum Pacific West, LLC Cable Services Agreement for Public Housing Sites.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of

the City of Oxnard approve and authorize execution of a five-year agreement with Spectrum Pacific West, LLC dba Charter Communications, Inc. for the provision of basic cable services to 522 Public Housing units in an aggregate amount of \$330,796.48 plus applicable taxes and fees.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.)

4. Police Department

SUBJECT: Motorola Hardware and Software Purchase.

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign a purchasing agreement with Motorola Solutions for equipment, software licenses, and installation labor not to exceed \$400,000.

5. Public Works Department

SUBJECT: Public Project Agreement 32500098 with Sancon Technologies, Inc. for On-Call Cured In Place Pipe Repair Services, Specification No. PW 24-128.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with Sancon Technologies, Inc. for a three-year term for a total amount not to exceed \$950,000 for On-Call Cured In Place Pipe Repair Services, Specification No. PW 24-128.

(Public Works and Transportation Committee approved 3-0 on September 24, 2024.)

6. Public Works Department

SUBJECT: Agreement 32500090 with SNF Polydyne, Inc. DBA Polydyne Inc. for the Supply and Delivery of Anionic Polymer.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with SNF Polydyne, Inc. DBA Polydyne Inc. for an initial term of one year from October 2, 2024, to October 1, 2025, with the option for four consecutive one-year period extensions ending October 1, 2029, for a total contract amount not to exceed \$750,000 for the supply and delivery of anionic polymer to the Wastewater Division.

(Public Works & Transportation Committee approved 3-0 on September 24, 2024.)

7. Community Development Department

SUBJECT: Amendment to Agreements for Professional Services with m6 Consulting, Inc. and CSG Consultants, Inc.

RECOMMENDATION: That the City Council approve and authorize the mayor to execute the following amendments to existing Agreements:

1. Second Amendment to Agreement Number A-8418 with m6 Consulting, Inc for on-call development plan check services, to increase the agreement amount by

\$1,100,000.00 for a total agreement amount of \$3,100,000.00 and extend the Agreement by 2 years to February 1, 2027; and

2. First Amendment to Agreement Number A-8424 with CSG Consulting, Inc for development plan check services, to increase the agreement amount by \$500,000.00 for a total agreement amount of \$1,000,000.00 and extend the Agreement by 2 years to March 1, 2027.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on September 24, 2024.)

8. Police Department

SUBJECT: Agreement with Peregrine Technologies Inc. for Data Integration Software to be used by the Police Department.

RECOMMENDATION: That the City Council approve and authorize the Mayor to enter into a three-year agreement with Peregrine Technologies to provide real-time data visualization software for the Police Department, for an amount not to exceed \$500,000.

(This item did not originate in Committee.)

Consent Items L.1, L.2, L.4 – L.8

It was moved by Mayor Pro Tem MacDonald, seconded by Councilmember Basua, to approve the Information/Consent items as presented. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

Consent Item L.3 (Oxnard Housing Authority)

It was moved by Commissioner Valenzuela, seconded by Commissioner Teran, to approve the recommended action as presented. VOTE: Andrade, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0-1. Commissioner Basua abstained due to her employment with the City of Port Hueneme Housing Department. Housing Authority Commissioner Vega was absent.

M. REPORTS

1. Public Works Department

SUBJECT: Budget Appropriation for Design and Construction Activities for the Mandalay Seawall Project.

RECOMMENDATION: That the City Council approve and authorize a new project budget appropriation in the amount of \$1,500,000 from the available fund balance in the General Fund (101), and corresponding Capital Outlay Fund (301), to the Mandalay Bay Seawalls Capital Improvement Project (C1901).

(Public Works and Transportation Committee approved 3-0 on September 24, 2024.)

Michael Wolfe, Public Works Director presented and answered questions. Public comments

were received from Debbie Mitchell. Written comments were received from Jeffrey and Dolores Stetz, Ann Everts, Stacy Stetz, Carol Taylor, Colleen McNally, Debbie Mitchell, Bonnie and Chuck Carter, Chris Bryson, Tom McNally, Dan and Patty McInnes, J.R. & Leslie Braun, Cynthia Daggett, Diane and Bill Scarpino, Ed and Dana Hill, Susan Godbout, Shereen W. Flamer, Paul Kasick, Doug and Corrine Draper, Bill Clark, Christian Mellibosky, David and Alice Whelden, Bonnie Quinton, Eric and Paula Dersom, Gene Sanchez, Maria Bover, Angie Wiggins, Dr. Barry Leonard, Mark Wolfe, and Margo Miller.

It was moved by Councilmember Perello, seconded by Councilmember Valenzuela, to approve the recommended action. VOTE: Basua, MacDonald, Madrigal, Perello, Teran, Valenzuela, and Zaragoza voted in favor; motion passed 7-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Zaragoza adjourned the meeting at 8:14 p.m.

ROSE CHAPARRO

City Clerk

JOHN C. ZARAGOZA

Mayor



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.2

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Services Agreement 32500133 with Econolite Systems Inc. for Traffic Signal Pre-Emption Program Project, Specification No. PW 24-105, Caltrans Project No. CRASLNI-5129(108).

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute an Agreement with Econolite Systems Inc. in the amount of \$866,000 with a term through June 30, 2025, for the Traffic Signal Pre-Emption Program Project, Specification No. PW 24-105; and
2. The acceptance and appropriation of additional grant funds in the amount of \$779,000 in FY 2024-25 from the State Grant Fund (210) and corresponding Capital Outlay Fund (301) to the Traffic Signal Pre-Emption Program Project (C2501).

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The Traffic Signal Pre-Emption Program Project (Project) consists of an emergency vehicle pre-emption system designed to give emergency response vehicles, such as fire engines, priority at traffic signal-controlled intersections within the City's jurisdictional boundaries. The City currently has pre-emption systems at 91 intersections Citywide utilizing Emtrac equipment. This Project will replace and expand equipment to additional locations.

Capital Improvement Program (CIP) Reference:

Project No. **C2501** – Traffic Signal Pre-Emption Program Project PW 24-105 - CIP 2025-2029 - Adopted June 4, 2024 – Page 126.

DISCUSSION

The Project installs equipment that enables traffic signal pre-emption which gives emergency vehicles priority to pass through intersections quicker avoiding stops and saving crucial time. This traffic signal pre-emption system (located in the traffic signal cabinet) will detect an approaching emergency vehicle, utilizing Emtrac computers and Global Positioning System/Ultra High Frequency (GPS/UHF), and allow the emergency vehicle a priority of passage in its direction of travel.

The Project will add new Emtrac units and update existing equipment for a total of 106 intersections. In addition, the Project will equip the Oxnard Fire Department with nine interrogators to be installed at nine fire stations. Interrogators are used at the fire stations to wirelessly communicate directly with the fire apparatus.

In order to install Emtrac equipment that is consistent and compatible with the existing Emtrac equipment, the City issued

a Negotiated Contract Sole/Single Source procurement to contract with Econolite Systems, Inc. (Econolite) consistent with City purchasing procedures. Econolite is the exclusive distributor of all Emtrac Signal products sold in California.

Econolite 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. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City. Thus, staff recommends that the City Council award the contract for this Project to Econolite Systems Inc.

Econolite will be responsible for furnishing and installing traffic signal pre-emption units, which includes work within traffic signal cabinets located on sidewalks and installation of interrogators at nine fire stations.

The work is tentatively scheduled to begin in October 2024 and continue into June 2025, absent any delays due to supply chain issues, unforeseen site conditions, or weather.

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.

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

The total cost for this Agreement with Econolite Systems Inc. shall not exceed \$866,000 for this Project. The City received an \$866,000 State grant from the Coronavirus Response and Relief Supplemental Appropriations Act. The 2025-2029 CIP document allocated \$87,000 in FY 2025 and \$779,000 in FY 2026. Because the project is ahead of the estimated schedule used for the 2025-2029 CIP document, this action will appropriate the \$799,000 grant funding to the current Fiscal Year in order to fund the agreement with the Econolite for an amount not to exceed \$866,000.

The Traffic Signal Pre-Emption Program Project (C2501) has an available project budget balance of \$87,000 in the State Grant Fund (210) in FY 2024/25 and \$779,000 in FY 2025/26. A budget appropriation of \$779,000 in State Grant Fund (210) is recommended, moving the funding from FY 26 to FY 25, for a total project budget of \$866,000.

For Finance Use Only: State Grants Fund (Org. 2101001 / 3102 Obj. 59800 & 48030); Capital Outlay Fund (Org. 3013102 Obj. 49300 & 53270) Project C2501

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 budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500133

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ECONOLITE SYSTEMS, INC.**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Econolite Systems, Inc. ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is entered into as a result of the Coronavirus Response Relief Supplemental Appropriations Act. attached hereto as Exhibit D and incorporated herein by this reference, Traffic Signal Pre-Emption Program Project, Agreement No. 32500133 (the "Project"); and

WHEREAS, per item 26c in the RGA, SERVICE PROVIDER shall adhere to any and all sections, items, attachment(s), and amendment(s) of the RGA in addition to the terms of this Agreement including Exhibit E, incorporated herein by this reference; and

WHEREAS, in the event of any conflict between the terms of this Agreement or any other incorporated document or attachment, and the RGA, the terms of the RGA shall control; and

WHEREAS, SERVICE PROVIDER represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the CITY desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, for Traffic Signal Pre-Emption Program Project, and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

2. SUMMARY DESCRIPTION OF SERVICES. Negotiated Single Source Agreement for purchase and installation of vehicle pre-emption devices throughout the City. Service Provider will obtain parts and tools as necessary to perform the work as stated in the scope of services.

3. ON CALL AGREEMENT. This is not an “on call” or “as needed” service agreement.

4. PARTIES.

CITY OF Oxnard (“CITY”), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Econolite Systems, Inc. (“SERVICE PROVIDER”), a corporation of the State of California, located at 1250 N. Tustin Avenue, Anaheim, California 92807

5. TERM OF AGREEMENT: From : November 20, 2024 To : June 30, 2025

5.1 Time is of the essence in this Agreement.

5.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

5.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 13 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY’s exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with section 22 of this Agreement.

5.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

6. AGREEMENT AMOUNT NOT TO EXCEED: \$849,786

7. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services

Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-I
Exhibit D: Restricted Grant Agreement
Exhibit E: Federal & State Funding - Caltrans Projects
Exhibit F: Living Wage Policy
Exhibit G: Prevailing Wage Policy

8. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Kawkeb Said	Name: Danny Shupp
Title: Senior Engineer	Title: District Sales Manager
Phone: 805-342-5581	Phone: 510-610-8590
Email: kawkeb.said@oxnard.org	Email: danshupp@econolite.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
214 South C Street	
Oxnard, CA 93030	

9. CONTRACTUAL PREREQUISITES.

9.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

9.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

9.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

9.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

10. SERVICE PROVIDER'S SERVICES.

10.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the “Scope of Services,” attached to and incorporated into this Agreement as “Exhibit A.” Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 14 of this Agreement.

10.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in “Exhibit A” as the person responsible for the Services who shall coordinate with City’s Project Manager in executing the scope of services under this Agreement.

11. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the “Schedule of Compensation,” attached to and incorporated into this Agreement as “Exhibit B.” CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 6 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 14 of this Agreement, and may be subject to approval by the City Council.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

12.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: pwinvoices@oxnard.org.

12.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

12.3 SERVICE PROVIDER’s acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

12.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

13. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 5.2 and 5.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 5.2, then this Agreement shall not be extended.**

14. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

15. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

16. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance

of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

19.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

19.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

19.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

19.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

19.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in

the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7(d)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

19.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

19.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 8. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

24. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

25.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, 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 SERVICE PROVIDER's performance of this Agreement or SERVICE PROVIDER'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. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

25.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in

all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

25.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

25.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

26. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services

pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

28. PREVAILING WAGE REQUIREMENTS.

28.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

28.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

28.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

28.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

29. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement,

no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY. This section is in addition to any conflict requirements stated in the Grant documents.

30. [RESERVED]

31. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

32. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

33. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The

mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

34. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

35. ADVERTISING AND PUBLICITY

SERVICE PROVIDER 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.

36. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

37. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

38. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

39. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

40. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

41. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

42. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

43. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic

signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

44. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

45. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

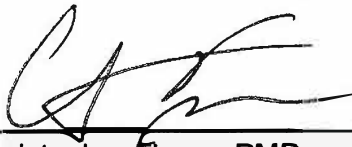
[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

ECONOLITE SYSTEMS, INC.

☐ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

 10/17/24
Christopher Flores, PMP Date
Regional Vice President
 10/17/2024
Alice Cook, Secretary³ Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ The City requires the following for any contract:

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 A
TRADE SERVICE AGREEMENT
(CITY of Oxnard and Econolite Systems, Inc.)

SCOPE OF SERVICES

CITY PROJECT MANAGER: Kawkeb Said / 805-342-5581 / kawkeb.said@oxnard.org

Scope of Work for Emergency Vehicle Pre-Emption in Oxnard California

Western Pacific Signal, Econolite field staff, and Priority Systems Specialists will Install, Program, and Test 104 Priority Detector Cards and 15 Field Monitoring Units (FMU).

Installation is defined as all work that will be conducted on the City sidewalk Right of Way, within Traffic Signal Controller Cabinets. No Traffic Control Plans are required as there is no work in the roadway and no lane closures. Installers will possess an electrical license.

The units will be installed inside existing Traffic Signal Controller Cabinets giving Oxnard's Emergency Vehicles pre-emption at Signalized Intersections.

Nine (9) Interrogators are also to be installed at the Fire Stations. Interrogators are used at the Fire Stations to wirelessly communicate directly with the Fire Apparatus. Priority Detectors and FMUs will all be pre-programmed by Priority Systems Specialists at the Emtrac factory.

Western Pacific and its support staff will perform the following:

1. Install 119 antennas on top of each Traffic Controller Cabinet.
2. Install 15 FMUs.
3. Connect Ethernet cables to the Traffic Controller and Conflict Monitor (if the conflict monitor has an Ethernet Port), the Battery Backup unit (if installed), and connect Traffic Cameras (if they are installed).
4. Wire in the Field Monitoring Harness that is supplied with the Emtrac FMU to enable the monitoring of Vehicle Signal Greens and Pedestrian Walk Signals, Incoming Power, the Fan, and Cabinet Doors.
5. Includes one move-in per location, additional move-ins will require a change order in the amount of \$500 per location.
6. Exclusions include the following:

- Construction Permits, Inspection Fees, Encroachment Permits, Site Survey
 - Traffic Control Permits or Plans
 - Utility Company Fees and Support of Existing Utilities
 - A/C or Concrete Patching
-
- Repair of Landscape or other improvements
 - Temporary Stripping and Signing
 - SWPP, BMP's & Dust Control

Emtrac Field Monitoring Units have built-in modems, which will allow the city to have communications to each Intersection even though it is not connected to Fiber. This will also allow the city to monitor closely the full operation of each of these intersections 24/7.

Western Pacific will install 104 Priority Detectors (PD) by adding the units into the Traffic Control Cabinets. After the installation of Priority Detectors, FMUs, and Interrogators Western Pacific will use the Emtrac Central Monitor already installed in the City of Oxnard's Traffic Operation Center to reprogram I.D.'s into each of the Emtrac Priority Detectors previously installed in Oxnard.

Western Pacific will then have the Factory Engineers at STC access the Emtrac Central Monitor to test the entire system for functionality and then install the database into each of Oxnard's Fire Emergency Vehicles.

Training for Oxnard personnel will begin as soon as all equipment has been installed, tested, and accepted by Oxnard Traffic Engineering Division and Oxnard Fire Department. Training will be done by Western Pacific Factory Personnel at the City of Oxnard, and Priority Systems Specialists. Training is unlimited to all city Traffic, Fire, and Maintenance personnel.

Unforeseen incidents on this project will need to be processed through a change order and are subject to the Project Manager's approval prior to any work being undertaken.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Econolite Systems, Inc.)**

SCHEDULE OF COMPENSATION

Item #	Item Description	Unit	Estimated Quantity	Unit Price	Participating	Non-Participating
1	GPS Preemption, Priority Detectors, Emtrac ST-9283. Includes omni antenna. Includes (10)-year Warranty.	EA	106	\$5,761.82	\$610,752.92	\$0
2	Field Monitor Unit, provides GPS-based Preemption, and cellular-ready network switch. Includes (10)-year warranty.	EA	16	\$6,720.16	\$107,522.56	\$0
3	Interrogator Kits, provide communication, updates, and reports for equipped Apparatus. Includes (10)-year Warranty.	EA	9	\$6,927.68	\$62,349.12	\$0
4	Operational Apparatus Services, include setup, configuration, testing, and reporting for (1) – year.	EA	1	\$30,737.97	\$30,737.97	\$0
5	FSR-DAY-TECH. Installation and Programming Service for Field Monitor Units and Priority Detectors, Daily Rate.	HRS	30	\$1,097.79	\$32,933.70	\$0
6	FSR-DAY-TECH. Installation and Programming Services for Interrogator Kits, Daily Rate.	HRS	5	\$1,097.79	\$5,488.95	\$0
7	To be used as needed for unforeseen incidents. Prior approval of Project Manager Required.				\$16,214.78	
Total Project Cost					\$866,000	

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Econolite Systems, Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.
 - 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. Vendor 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-I. 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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org
3. Vendor 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. Vendor 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 vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. 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-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**
5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of

Agreement No. 32500133

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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

1/23

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 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-I.doc

ACORD CERTIFICATE OF INSURANCE						ISSUE DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE				
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE				
		COMPANY LETTER B				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ (PENSE (Any one person) \$	
SAMPLE						
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			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)	
TYPE OF INSURANCE		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:	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY Claims Made COMPREHENSIVE GENERAL LIABILITY Retroactive Date OWNERS & CONTRACTORS PROTECTIVE Occurrence		OTHER PROVISIONS	
COVERAGES GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____		LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE	
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.		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: Address: _____ _____ Telephone:)	
ENDORSEMENT HOLDER CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		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 _____	

EXHIBIT D

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and Econolite Systems, Inc.)**

RESTRICTED GRANT AGREEMENT

PROGRAM SUPPLEMENT NO. 00000A497
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 07-5129S21

Adv. Project ID 0723000266
Date: March 29, 2024
Location: 07-VEN-0-oxn
Project Number: CRASLNI-5129(108)
E.A. Number:
Locode: 5129

This Program Supplement, effective 3/26/24, hereby adopts and incorporates into the Administering Agency-State Agreement No. 07-5129S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 03/08/2022 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 15,541 approved by the ADMINISTERING AGENCY on 03/01/2022 (See copy attached).

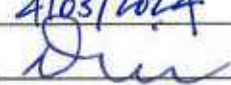
The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Citywide

TYPE OF WORK: City Forces will purchase and install intelligent Signal-Priority system for emergency vehicle
LENGTH: 0.0(MILES)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$866,000.00	\$866,000.00		\$0.00	\$0.00

CITY OF OXNARD

By 
Title City Manager
Date 4/03/2024
Attest 

STATE OF CALIFORNIA

Department of Transportation

By Ferdinand Batatan Digitally signed by Ferdinand Batatan
Date: 2024.04.05 14:23:12 -07'00'

for Chief, Office of Project Implementation
Division of Local Assistance

Date 04/05/2024

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 3/29/2024 \$866,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT is programmed to receive STATE Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Program funds. The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the California Transportation Commission (CTC) approved/adopted CRRSAA Guidelines and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W), Construction (Con), and Other Phase (Debt Service Payments, Personnel).

Phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the CRRSAA Program guidelines, which may be accessed at the Local Assistance webpage.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W, CON, and Other Phase costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

SPECIAL COVENANTS OR REMARKS

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

L. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert. The State and Federal funds encumbered for this project from the CRRSAA program do not qualify for a Cooperative Work Agreement. The reversion date of the CRRSAA program funds shall not extend past the reversion date shown on the State approved project finance letter.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR TO EXECUTE ALL SUPPLEMENTAL AGREEMENTS AND RELATED DOCUMENTS REQUIRED UNDER CALTRANS MASTER AGREEMENT NO. 07-5129S21 WITHOUT FURTHER COUNCIL AUTHORIZATION

WHEREAS, the City of Oxnard (City) utilizes and relies on grants and other funding from the California Department of Transportation (Caltrans); and

WHEREAS, the City wishes to continue obtaining grants and other funding from Caltrans; and

WHEREAS, Caltrans has required the City to enter into Master Agreement Administering Agency-State Agreement for State-Funded Projects No. 07-5129S21 (Master Agreement) in order to obtain such Caltrans grants and funding in the future; and

WHEREAS, the City Council has approved the Master Agreement and authorized the Mayor to execute the Master Agreement; and

WHEREAS, in the past, the City Council has authorized the Mayor or his designee to execute all project-specific supplemental agreements and related documents with Caltrans without further City Council authorization; and

WHEREAS, the City now wishes to again authorize the Mayor or his or her designee to execute all future supplemental agreements and related documents that fall under this Master Agreement without further City Council authorization.

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

1. The City Council hereby determines that all recitals listed above are true and correct and hereby incorporates those recitals into this resolution.
2. The City Council hereby authorizes the Mayor or his or her designee to execute all supplemental agreements and related documents under the Master Agreement without further City Council authorization.

PASSED, APPROVED AND ADOPTED on this 1st day of March, 2022 by the following vote:

AYES: Councilmembers Basua, Lopez, MacDonald, Madrigal, Perello, Teran and Zaragoza.

NOES: None.

ABSENT: None.

ABSTAIN: None.


John C. Zaragoza, Mayor

ATTEST:


Rose Chaparro, City Clerk

APPROVED AS TO FORM:

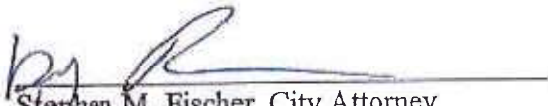

Stephen M. Fischer, City Attorney

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Econolite Systems, Inc.)

FEDERAL & STATE FUNDING - CALTRANS PROJECTS

The provisions of Exhibit E hereof are from the Caltrans Local Assistance Procedures Manual ("LAPM") as Exhibit 10-R thereto dated September 2022. The provisions listed below are from Exhibit 10-R for which there is not a comparable provision otherwise in this Agreement. A complete copy of Exhibit 10-R can be found on the web at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>. Certain provisions of this Exhibit E only apply if the box immediately to the left of the Section is checked. If a box is to the left of any Section of this Agreement and it is not checked, the provision does not apply to this Agreement. If there is no check box provided, the provision applies to this Agreement. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit shall control. For purposes of this Exhibit, the phrase "CONTRACT ADMINISTRATOR" shall be City's Designated Representative as identified in Section 20 of this Agreement.

ARTICLE I - INTRODUCTION

- A. Any third-party person(s) employed by SERVICE PROVIDER shall be entirely and exclusively under the direction, supervision, and control of SERVICE PROVIDER. SERVICE PROVIDER hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- B. SERVICE PROVIDER shall be as fully responsible to the CITY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by SERVICE PROVIDER.
- C. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- D. The consideration to be paid to SERVICE PROVIDER as provided herein, shall be in compensation for all of SERVICE PROVIDER's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – SERVICE PROVIDERS'S REPORTS OR MEETINGS

- A. SERVICE PROVIDER shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator to determine, if SERVICE PROVIDER is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. SERVICE PROVIDER's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

FOR THIS SECTION: PLEASE CHECK THE BOX NEXT TO THE APPLICABLE STATEMENTS OR REPLACE THE BOX WITH AN “X” if it applies and an “N/A” if it does not apply to the agreement / project

X A. SERVICE PROVIDER Services

SEE THE ATTACHED SCOPE OF SERVICES IN EXHIBIT A OF THIS AGREEMENT. WE NEED TO MAKE SURE THE SOS includes the level of detail explained below.

[Detail based on the services to be furnished should be provided by SERVICE PROVIDER. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in SERVICE PROVIDER AGREEMENT should be included. Describe acceptance criteria, and if the responsible SERVICE PROVIDER /engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

N/A B. Right of Way

- ☐ Right of Way requirements are to be determined and shown by SERVICE PROVIDER;
- ☐ Land surveys and computations with metes and bounds descriptions are to be made; and,
- ☐ Right of Way parcel maps are to be furnished.

N/A C. Surveys

- ☐ SERVICE PROVIDER has the responsibility for performing preliminary or construction surveys.

N/A D. Subsurface Investigations

SERVICE PROVIDER has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated, including the following _____.

Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. CITY Obligations

All data applicable to the project and in possession of CITY, another agency, or government agency that are to be made available to SERVICE PROVIDER are referred to in the

AGREEMENT. Any other assistance or services to be furnished to SERVICE PROVIDER are to be stated clearly.

N/A F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the CITY, State, and/or FHWA. Costs incurred by SERVICE PROVIDER for meetings, subsequent to the initial meeting shall be included in the fee.

N/A G. Checking Shop Drawings
This Agreement requires the preparation of construction drawings which must be checked. SERVICE PROVIDER agrees that the payment for checking shop drawings by SERVICE PROVIDER is included in the fee charged by SERVICE PROVIDER under this AGREEMENT.

N/A H. SERVICE PROVIDER Services During Construction
The extent, if any of C SERVICE PROVIDER's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

N/A I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that SERVICE PROVIDER document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

ARTICLE IV – PERFORMANCE PERIOD

None. OR State the time period stated in the Grant Program language. ALL services must be completed by June 30, 2029, to receive funding from Caltrans.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

THIS SECTION MAY NEED UPDATING DEPENDING ON THE CONTRACT TYPE – PLEASE CONTACT CAO FOR LANGUAGE

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to SERVICE PROVIDER will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to SERVICE PROVIDER, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between SERVICE PROVIDER and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by SERVICE PROVIDER. If SERVICE PROVIDER fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. SERVICE PROVIDER shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued

by CITY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which SERVICE PROVIDER is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of SERVICE PROVIDER's work unless a later date is approved by the CITY. Invoices shall be mailed to CITY's Contract Administrator at the following address: PWINVOICES@OXNARD.ORG

E. The total amount payable by CITY shall not exceed \$80,964.

ARTICLE VI – TERMINATION

See Section 15 of the Agreement.

ARTICLE VII - COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The SERVICE PROVIDER agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The SERVICE PROVIDER also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the SERVICE PROVIDER that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a SERVICE PROVIDER or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the SERVICE PROVIDER, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the SERVICE PROVIDER's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final

payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the SERVICE PROVIDER, Subconsultants, and the SERVICE PROVIDER's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, SERVICE PROVIDER may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse SERVICE PROVIDER from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. SERVICE PROVIDER and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is SERVICE PROVIDER's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by SERVICE PROVIDER and approved by CITY Contract Administrator to conform to the audit or review recommendations. SERVICE PROVIDER agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by SERVICE PROVIDER to

incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. SERVICE PROVIDER's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the SERVICE PROVIDER and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the SERVICE PROVIDER to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a

breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the SERVICE PROVIDER at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require SERVICE PROVIDER to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the SERVICE PROVIDER's and/or the independent CPA's revisions.
 3. If the SERVICE PROVIDER fails to comply with the provisions of this paragraph E,

or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. SERVICE PROVIDER may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The SERVICE PROVIDER MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the SERVICE PROVIDER, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. SERVICE PROVIDER shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

SERVICE PROVIDER or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed SERVICE PROVIDER on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from SERVICE PROVIDER or subconsultant to a subconsultant, SERVICE PROVIDER or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE

and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The CITY may hold retainage from SERVICE PROVIDER and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to SERVICE PROVIDER based on these acceptances. The CITY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by SERVICE PROVIDER or subconsultant to a subconsultant.

- ☐ **Method 1:** No retainage will be held by the CITY from progress payments due to SERVICE PROVIDER. SERVICE PROVIDER and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating SERVICE PROVIDER or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual,

administrative or judicial remedies, otherwise available to SERVICE PROVIDER or subconsultant in the event of a dispute involving late payment or nonpayment by SERVICE PROVIDER, deficient subconsultant performance and/or noncompliance by a subconsultant.

This clause applies to both DBE and non-DBE subconsultants.

- ☐ **Method 2:** No retainage will be held by the CITY from progress payments due to SERVICE PROVIDER. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- X **Method 3:** The CITY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY of the contract work and pay retainage to SERVICE PROVIDER based on these acceptances. SERVICE PROVIDER or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating

SERVICE PROVIDER or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to SERVICE PROVIDER or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating SERVICE PROVIDER or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to SERVICE PROVIDER or subconsultant in the event of a dispute involving late payment or nonpayment by SERVICE PROVIDER, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by CITY's Contract Administrator shall be required before SERVICE PROVIDER enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or SERVICE PROVIDER services.

SERVICE PROVIDER shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in SERVICE PROVIDER's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. SERVICE PROVIDER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, SERVICE PROVIDER may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If SERVICE PROVIDER elects to keep the equipment, fair market value shall be determined at SERVICE PROVIDER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and SERVICE PROVIDER, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No SERVICE PROVIDER or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The SERVICE PROVIDER shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each SERVICE PROVIDER and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the SERVICE PROVIDER or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the SERVICE PROVIDER under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the SERVICE PROVIDER. The SERVICE PROVIDER shall provide copies of certified payrolls or permit inspection of its records as

follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the SERVICE PROVIDER.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The SERVICE PROVIDER is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each SERVICE PROVIDER shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the SERVICE PROVIDER or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The SERVICE PROVIDER or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the SERVICE PROVIDER or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in

Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the SERVICE PROVIDER shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the SERVICE PROVIDER on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the SERVICE PROVIDER shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the SERVICE PROVIDER and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. SERVICE PROVIDER and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, SERVICE PROVIDER and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website

at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The SERVICE PROVIDER is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the SERVICE PROVIDER shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The SERVICE PROVIDER shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

- B. SERVICE PROVIDER certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. SERVICE PROVIDER further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The SERVICE PROVIDER hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The SERVICE PROVIDER hereby certifies that the SERVICE PROVIDER or subconsultant and any firm affiliated with the SERVICE PROVIDER or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. This Article's requirements are in addition to those stated in Section 29 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XIV – REBATES, KICKBACK, OR OTHER UNLAWFUL CONSIDERATION

The SERVICE PROVIDER warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The SERVICE PROVIDER certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the SERVICE PROVIDER, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the SERVICE PROVIDER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The SERVICE PROVIDER also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The SERVICE PROVIDER's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the SERVICE PROVIDER has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, SERVICE PROVIDER and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. SERVICE PROVIDER and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. SERVICE PROVIDER and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. SERVICE PROVIDER shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. SERVICE PROVIDER and its subconsultants shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- F. SERVICE PROVIDER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The SERVICE PROVIDER, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The SERVICE PROVIDER shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. SERVICE PROVIDER, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan, SERVICE PROVIDER, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. The SERVICE PROVIDER's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the SERVICE PROVIDER or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

□ **ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

- A. SERVICE PROVIDER, subrecipient (CITY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The CITY shows a contract goal for DBEs. SERVICE PROVIDER shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

SERVICE PROVIDER shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is SERVICE PROVIDER's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies SERVICE PROVIDER purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is N/A %. Participation by DBE SERVICE PROVIDER or subconsultants shall be in accordance with information contained in [Exhibit 10- 02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. SERVICE PROVIDER can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the SERVICE PROVIDER must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If SERVICE PROVIDER has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

SERVICE PROVIDER, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. SERVICE PROVIDER shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or,
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the CITY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the CITY. Unless the CITY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The CITY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the CITY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The CITY determines other documented good cause.

SERVICE PROVIDER shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise SERVICE PROVIDER and the CITY of the reasons why the use of other forces or sources of materials should not occur.

SERVICE PROVIDER's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from SERVICE PROVIDER to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, SERVICE PROVIDER must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The CITY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CITY shall request SERVICE PROVIDER to:

1. Notify the CITY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F

Monthly Disadvantaged Business Enterprise Payment)

If SERVICE PROVIDER is a DBE SERVICE PROVIDER, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify SERVICE PROVIDER in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify SERVICE PROVIDER in writing of the certification date. SERVICE PROVIDER shall submit the notifications to the CITY. On work completion, SERVICE PROVIDER shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the CITY within 30 days of contract acceptance.

Upon work completion, SERVICE PROVIDER shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. The CITY will withhold \$10,000 until the form is submitted. The CITY will release the withhold upon submission of the completed form.

In the CITY's reports of DBE participation to Caltrans, the CITY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each

DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX - INSURANCE

See Section 26 of the Agreement.

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

See Section 14 of the Agreement.

ARTICLE XXII – CONTINGENCY FEE

SERVICE PROVIDER warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement

or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII - DISPUTES

See Sections 32 and 33 of the Agreement.

ARTICLE XXIV - INSPECTION OF WORK

SERVICE PROVIDER and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV – SAFETY

- A. SERVICE PROVIDER shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. SERVICE PROVIDER shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. SERVICE PROVIDER shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. SERVICE PROVIDER must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI - OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by SERVICE PROVIDER under this AGREEMENT shall become the property of City, and SERVICE PROVIDER shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by SERVICE PROVIDER in performing this AGREEMENT which is not SERVICE PROVIDER's privileged information, as defined by law, or SERVICE PROVIDER's personnel information, along with all other property belonging exclusively

to City which is in SERVICE PROVIDER's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by SERVICE

PROVIDER hereunder to be work made for hire. SERVICE PROVIDER acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

- C. Nothing herein shall constitute or be construed to be any representation by SERVICE PROVIDER that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal aid contracts).

- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- F. This Article's requirements are in addition to those stated in Section 19 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XXVII – CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

Not Applicable to this Trade Service Agreement

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by CITY and made available to SERVICE PROVIDER in order to carry out this AGREEMENT, shall be protected by

CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize SERVICE PROVIDER to further disclose such information, or disseminate the same on any other occasion.
- C. SERVICE PROVIDER shall not comment publicly to the press or any other media regarding the

AGREEMENT or CITY's actions on the same, except to CITY's staff, SERVICE PROVIDER's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

- D. SERVICE PROVIDER shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. This Article's requirements are in addition to those stated in Section 19.5 and 19.6 of the Agreement. In the event of a conflict this Article controls.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, SERVICE PROVIDER hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against SERVICE PROVIDER within the immediately preceding two-year period, because of SERVICE PROVIDER's failure to comply with an order of a federal court that orders SERVICE PROVIDER to comply with an order of the National Labor Relations Board.

ARTICLE XXX - EVALUATION OF CONSULTANT

SERVICE PROVIDER's performance will be evaluated by CITY. A copy of the evaluation will be sent to SERVICE PROVIDER for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI - PROMPT PAYMENT FROM THE CITY TO SERVICE PROVIDER

The CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from SERVICE PROVIDER on a professional service contract. If the CITY fails to pay promptly, the CITY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the CITY shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to SERVICE PROVIDER as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

EXHIBIT F

**TRADE SERVICES AGREEMENT
(CITY of Oxnard and Econolite Systems, Inc.)**

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2022**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT G

TRADE SERVICES AGREEMENT (CITY of Oxnard and Econolite Systems, Inc.)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER 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. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project,

SERVICE PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER 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, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER 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 Service Provider, 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 SERVICE PROVIDER under this Section shall survive Agreement termination.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.3

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Annual Purchase Orders with Rockwell Engineering & Equipment Co. for Wastewater Equipment and Supplies.

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual Purchase Orders with Rockwell Engineering & Equipment Co. (Rockwell) for a total amount not to exceed \$600,000 through June 30, 2026, for the purchase of wastewater pumps and related equipment for the Wastewater Division.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024.)

BACKGROUND

Bypass Pumping

The Wastewater Division operates and maintains over 400 miles of underground sewer pipes and 15 lift stations. As part of regular operation, the Wastewater Division often requires portable pumps to conduct bypass pumping. Bypass pumping is a temporary process used to divert the flow of wastewater around a specific section of a sewer or treatment system and is typically done when maintenance, repairs, or construction work needs to be carried out. Portable pumps ensure an uninterrupted flow of wastewater in the treatment and collection systems without causing overflows and permit violations. The division currently owns one portable sewage pump.

Fats, Oils, and Grease

The Wastewater Division operates digesters that break down organic matter through a process called anaerobic digestion. Through this process, biogas is produced, which consists primarily of methane gas. The biogas is a renewable fuel source used to power the cogeneration facility, which produces electricity used within the Oxnard Water Resource Recovery Facility (WRRF).

In 2024, a study was conducted to determine the feasibility of the WRRF's ability to accept fats, oils, and grease (FOG) from restaurants and other commercial establishments. This study determined that the WRRF has sufficient digester capacity to accept up to 50,000 gallons per day of FOG. The benefits of accepting FOG include the production of additional digester gas and to provide a service and location for local FOG haulers to dispose of their waste at a yet-to-be-determined tipping fee. To accomplish this, the WRRF would require the installation of a FOG receiving station, which would accept and convey FOG into the digesters.

DISCUSSION

Portable Pump

A critical function required to operate a reliable and safe wastewater system is to be able to respond to a multitude of

potential emergencies. Included in fulfilling the ability to respond to emergencies anywhere in the system is sufficient portable pumping. The Wastewater Division requests the purchase of a trailer-mounted Vaughan chopper pump to add to our emergency response capabilities. The Vaughan chopper pump is reliable and capable of performing well in various situations. The pump is identical to an existing unit already in use by the Wastewater Division, allowing for streamlined maintenance and repair by utilizing shared components across both pumps. Owning a second portable chopper pump will decrease the reliance on rental pumps which ensures quicker response times and minimal operational disruptions. This portable chopper pump costs \$128,328.25 with a lead time of 10-12 weeks. Rockwell is the appointed representative and distributor of Vaughan brand products in the Oxnard region.

FOG Station

The WRRF’s digestion capacity was evaluated to determine the amount of FOG the WRRF could receive without expanding its digestion capacity. The study determined that the digesters can accept up to 50,000 gallons per day of FOG. The WRRF has three anaerobic digesters: Digesters Nos. 1 and 3 are currently operational, and Digester No. 2 is being refurbished and is anticipated to go back online by the end of 2024.

As part of the study, a survey was conducted of local FOG haulers to determine the commercial need to accept FOG. It was clear that the service is needed locally and will benefit our local restaurants, FOG haulers, and the WRRF.

Ultimately, to properly receive FOG at the WRRF a permanent facility may be required and take many years to design, build, and fund. As an interim step, the Wastewater Division is recommending the purchase of a package FOG receiving station that will expedite the ability to receive FOG and allow for testing to determine if a permanent facility is required. The test phase will determine if adding FOG into the digesters causes any unforeseen operational issues. During this initial testing phase, detailed operational costs will be tracked closely to confirm assumptions made in the FOG study. A tipping fee will be charged to the haulers on a per-gallon basis to offset the capital and operational costs. It is estimated that the tipping fees will cover the capital cost of the equipment within the first year of full operation. If testing is successful it is anticipated that this new public service will become permanent, providing a new, continuous revenue stream. The cost for this FOG receiving station is \$108,036.41 with a lead time of 6-8 weeks. Rockwell is the appointed representative and distributor of BOERGER brand products in the Oxnard region. The decision to proceed with a permanent installation will be based on operations, maintenance, and the volume of waste delivered to the recommended package FOG receiving station.

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 cost of this Purchase Order with Rockwell shall not exceed \$600,000 through June 30, 2026, for supplies. The estimated spending plan for FY 2024-25 is \$250,000, and sufficient appropriations are included in the Fiscal Year 2024-25 Adopted Budget within the Wastewater operating division (account 6113615-56040) for these supplies. Subsequent year allocations will be requested during the annual budget process.

ESTIMATED SPENDING PLAN			
ACCOUNT	FY 24-25	FY 25-26	TOTAL
6113615-56040	\$250,000	\$350,000	\$600,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 22, 2024 to approve the staff recommendation and to forward the item for Council approval

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. FOG STATION QUOTE
2. CHOPPER PUMP QUOTE

ROCKWELL ENGINEERING & EQUIPMENT CO.

2913 El Camino Real STE #337
Tustin, CA 92782
+17145059700
www.rockwellengineering.com



QUOTE

ADDRESS	SHIP TO	QUOTE	48448
City Of Oxnard	City Of Oxnard	DATE	09/13/2024
6001 Perkins Rd.	Wastewater Treatment Plant		
Maria.Perez@Oxnard.Org	6001 Perkins Road		
Oxnard, CA 93033	Oxnard, CA 93033		
MANUFACTURER	TERMS		
BOERGER	NET 30		

ITEM	DESCRIPTION	QTY	COST	TOTAL
BOERGER PUMP	BOERGER LIQUID RECEPTION SKID - MODEL HCL390 MULTICRUSHER - MODEL CL390 ROTARY LOBE PUMP - PER ATTACHED SPECIFICATIONS	1	97,745.00	97,745.00T
SHIPPING	SHIPPING CHARGES	1	1,250.00	1,250.00

QUOTE IS GOOD FOR 30 DAYS	SUBTOTAL	98,995.00
	TAX	9,041.41
	TOTAL	\$108,036.41

Accepted By

Accepted Date

ROCKWELL ENGINEERING & EQUIPMENT CO.

2913 El Camino Real STE #337
Tustin, CA 92782
+17145059700
www.rockwellengineering.com



QUOTE

ADDRESS	SHIP TO	QUOTE	47490-1
City Of Oxnard	City Of Oxnard	DATE	08/05/2024
6001 Perkins Rd.	Wastewater Treatment Plant		
Maria.Perez@Oxnard.Org	6001 Perkins Road		
Oxnard, CA 93033	Oxnard, CA 93033		
MANUFACTURER	TERMS		
VAUGHAN	NET 30		

ITEM	DESCRIPTION	QTY	COST	TOTAL
THE6W8-PP-TD2.9L4-T100-SA	VAUGHAN PORTABLE CHOPPER PUMP TRAILER - MODEL HE6W8 VAUGHAN CHOPPER PUMP - SOUND ATTENUATED - DUPLICATE EXISTING TRAILER - PER ATTACHED SCOPE	1	114,900.00	114,900.00T
SHIPPING	SHIPPING CHARGES - OUTBOUND	1	2,800.00	2,800.00
	LEAD TIME: 10 - 12 WEEKS FOB: TEMPE, AZ			

QUOTE IS GOOD FOR 30 DAYS	SUBTOTAL	117,700.00
	TAX	10,628.25
	TOTAL	\$128,328.25

Accepted By

Accepted Date



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Trade Services Agreement 32500200 with Taft Electric Company for On-Call Traffic Signal Repair & Maintenance Services, Specification No. PW 25-26.

RECOMMENDATION

That the City Council approve and authorize an Agreement with Taft Electric Company for an initial one-year and 10-day term from November 20, 2024, to November 30, 2025, with the option for four consecutive one-year period extensions for a final term ending November 30, 2029, for a total amount not to exceed \$500,000 for on-call traffic signal repairs and services.

(Public Works and Transportation Committee approved 3-0 on October 22, 2024.)

BACKGROUND

The On-Call Traffic Signal Repair & Maintenance Services agreement will offer essential support to the Traffic Engineering staff for routine operations and emergency situations. The contractor will extend the capabilities of City staff by performing repairs that require specialized equipment or expertise beyond what is available in-house. In emergencies, the contractor will respond within one hour to address issues such as traffic signal damage from collisions or equipment failures. The City currently contracts out for these types of services and has done so for the past three years. In addition, prior to the on-call signal repair agreement, the City used individual contracts to perform similar work.

The agreement is for a not to exceed amount of \$500,000. Work will be assigned through task orders issued by the Public Works Department. All work performed under this agreement will adhere to prevailing wage rates, and the contractor will supply all necessary labor, materials, equipment, and other incidentals for traffic signal repairs, maintenance, replacement, construction, and electrical services as directed by City staff.

Projects to be completed by the Contractor are categorized as follows:

Non-Scheduled Urgent Repair Work

Contractor must verbally respond within thirty minutes of telephone notification by the City. The contractor arrives at the site to assess the damage and provide an estimate for equipment repair or replacement, along with personnel costs pursuant to the identified hourly rates in the agreement. Public Works staff then reviews and agrees on the scope of work, followed by an email outlining the assessment and the agreed-upon charges. The contractor must be on the site within one hour of the notification and begin work as soon as an agreement to the charges are made. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

Scheduled Repair and Maintenance Work

The contractor must verbally respond within four hours of notification by the City. The contractor communicates through

telephone and email, providing a detailed proposal that outlines all charges and a schedule pursuant to the identified hourly rates in the agreement. Public Works staff must review and approve the proposed scope of work and schedule before the contractor proceeds with the work. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 p.m. unless otherwise agreed to by the City.

DISCUSSION

On August 23, 2024, the City’s Purchasing Division conducted a formal solicitation for On-Call Traffic Signal Repair & Maintenance Services (PW 25-26), bids were due on September 12, 2024. Bid information was posted on the City’s website and on www.publicpurchase.com.

The City received one responsive bid from Taft Electric Company. Upon review by City staff, it was determined that the bid was reasonable compared to prior contract costs. Taft Electric Company 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. Based upon the available information and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City. Taft Electric Company is the current service provider for the City and has been providing satisfactory work for the past three years.

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 cost for this Agreement 32500200 with Taft Electric Company shall not exceed \$500,000 over five years. Staff has projected the annual budget for this work to be approximately \$100,000 per year. Funds have been included in the Fiscal Year 2024-25 Adopted Budget in the General Fund Traffic Signal Maintenance Division (account 1013102-53200) for these on-call services. Subsequent year allocations will be requested during the annual budget process.

ESTIMATED SPENDING PLAN							
ACCOUNT	FY 24-25 (7 months)	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30 (5 months)	TOTAL
1013102-53200	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	\$50,000	\$500,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 22, 2024 to approve the staff recommendation and to forward the item for Council approval

Prepared by: Morgan Kessler, City Engineer, Kawkeb Said, Senior Engineer

ATTACHMENTS

1. Agreement 32500200

**TRADE SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND TAFT ELECTRIC COMPANY**

By This Trade Services Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of Taft Electric Company ("SERVICE PROVIDER"), and SERVICE PROVIDER agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and SERVICE PROVIDER may be individually referred to as "Party" or collectively as the "Parties."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for On-Call Traffic Signal Repair & Maintenance Services throughout the City.

2. PARTIES.

CITY OF Oxnard ("CITY"), a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030

Taft Electric Company ("SERVICE PROVIDER"), a corporation of the State of California, located at 1694 Eastman Ave., Ventura, California 93003

3. TERM OF AGREEMENT: From: November 20, 2024 To: November 30, 2025

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the Trade Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

3.3 Any Optional Extension (initial term, plus any option to extend) shall not exceed a total of five (5) years. The CITY in its sole discretion may exercise the optional extension upon 60 days written notice to the SERVICE PROVIDER in accordance with Section 11 of this Agreement. SERVICE PROVIDER shall issue its written consent to the CITY's exercise of the option extension within 10 days of receipt of notice from the CITY. All Notices shall comply with Section 20 of this Agreement.

3.4 All services required of SERVICE PROVIDER under this Agreement shall be completed on or before the end of the term of the Agreement.

4. AGREEMENT AMOUNT NOT TO EXCEED: \$500,000.

5. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

Exhibit A: Scope of Services
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, SERVICE PROVIDER's services shall be performed or immediately supervised by the SERVICE PROVIDER's Representative:

CITY Designated Representative:	SERVICE PROVIDER Designated Representative:
Name: Kawkeb Said	Name: Dave Norwine
Title: Senior Engineer	Title: V.P. Traffic Operations
Phone: 805-342-5581	Phone: 805-642-0121
Email: kawkeb.said@oxnard.org	Email: dnorwine@taftelectric.com
Mailing Address (if differs from above):	Mailing Address (if differs from above):
214 South C Street	
Oxnard, California 93030	

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be executed by the SERVICE PROVIDER, after which the Agreement shall be approved as to form by the CITY Attorney, then executed by the Mayor, or an authorized person on behalf of the CITY, and if executed by the Mayor shall also be executed by the CITY Clerk.

7.2. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

7.4 SERVICE PROVIDER shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

8. SERVICE PROVIDER'S SERVICES.

8.1 SERVICE PROVIDER shall perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 12 of this Agreement.

8.2 The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. SERVICE PROVIDER hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

9. COMPENSATION.

CITY shall pay SERVICE PROVIDER for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." CITY shall pay SERVICE PROVIDER an amount not to exceed the amount is listed in Section 4 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 12 of this Agreement, and may be subject to approval by the City Council.

9.1 Price Adjustments. Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the CITY at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The CITY must also be given the benefit of any decline in prices.

10. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the SERVICE PROVIDER of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

10.1 Payment Request. SERVICE PROVIDER 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. Invoices may be emailed to: pwinvoices@oxnard.org.

10.2 Non-Appropriation of Funds. Payments to be made to SERVICE PROVIDER 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.

10.3 SERVICE PROVIDER's acceptance of final payment made pursuant to this Agreement shall constitute a release of CITY from all claims and liabilities for compensation to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER and its employees, agents and Subcontracted service providers.

10.4 SERVICE PROVIDER 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 SERVICE PROVIDER or materials or products provided to CITY by SERVICE PROVIDER, SERVICE PROVIDER shall pay the sales tax. CITY shall not reimburse SERVICE PROVIDER for sales taxes paid by SERVICE PROVIDER.

11. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may only be extended, if the City in its discretion exercises the option to extend pursuant to Section 3.2 and 3.3 of the Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 3.2, then this Agreement shall not be extended.**

12. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard Municipal Code, Article IV, Sections 4-59 and 4-60.

13. TERMINATION OF AGREEMENT.

CITY may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 20 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. CITY shall be liable to SERVICE PROVIDER only for work done by SERVICE PROVIDER up to and including the date of termination of this Agreement unless the termination is for cause, in which event SERVICE PROVIDER need be compensated only to the extent required by law. SERVICE PROVIDER may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) calendar days' written notice.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER 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 SERVICE PROVIDER or any of its employees, except as stated in this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER. This Agreement shall not be interpreted to prevent or preclude SERVICE PROVIDER from rendering any services for SERVICE PROVIDER's own account or to any other person or entity as SERVICE PROVIDER in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the SERVICE PROVIDER shall perform for the City. The CITY retains the right to provide general instructions to and observe the SERVICE PROVIDER in the performance of all services done on behalf of the CITY.

SERVICE PROVIDER and its employees, subcontractors, 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. SERVICE PROVIDER and its employees are not employees of City. SERVICE PROVIDER 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. SERVICE PROVIDER shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

15. LAWFUL PERFORMANCE.

SERVICE PROVIDER shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. SERVICE PROVIDER, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

16. SAFETY REQUIREMENTS.

SERVICE PROVIDER shall not perform any services for the CITY when the SERVICE PROVIDER is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to SERVICE PROVIDER when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of SERVICE PROVIDER's work by CITY shall not operate as a release of the SERVICE PROVIDER from such standard of care and workmanship.

17. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by SERVICE PROVIDER in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

17.1. Records and Inspections. The SERVICE PROVIDER shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

17.2. Deliverables. SERVICE PROVIDER shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and SERVICE PROVIDER shall, upon completion of all work, submit to the CITY all information developed in the course of the SERVICE PROVIDER's services. SERVICE PROVIDER shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. SERVICE PROVIDER shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to SERVICE PROVIDER by the CITY.

17.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. SERVICE PROVIDER agrees

that CITY may make modifications to computer software furnished by SERVICE PROVIDER without infringing SERVICE PROVIDER's copyright or any license granted to CITY, unless otherwise agreed.

17.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SERVICE PROVIDER pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

17.5. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. SERVICE PROVIDER may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for SERVICE PROVIDER to perform its obligations pursuant to this Agreement. If SERVICE PROVIDER is granted such access to confidential information, SERVICE PROVIDER shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

17.6. Disclosure of Information. SERVICE PROVIDER shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to SERVICE PROVIDER by the CITY or other information to which the SERVICE PROVIDER has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

17.7. No Warranty. 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 SERVICE PROVIDER in reliance on any Confidential Information disclosed under this Agreement.

18. ASSIGNMENT.

This Agreement is for the non-professional services of SERVICE PROVIDER. Any attempt by SERVICE PROVIDER to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. SERVICE PROVIDER's services pursuant to this Agreement shall be provided by the SERVICE PROVIDER's Designated Representative or directly under his/her supervision, and SERVICE PROVIDER shall not assign another to supervise the SERVICE PROVIDER's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

19. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 20.

20. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

21. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by SERVICE PROVIDER shall be construed to be both a covenant and a condition.

22. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by SERVICE PROVIDER under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from SERVICE PROVIDER's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

23.1 As a separate and independent covenant from SERVICE PROVIDER's obligations under this section, SERVICE PROVIDER shall to the fullest extent permitted by law, 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 SERVICE PROVIDER's performance of this Agreement or SERVICE

PROVIDER'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. SERVICE PROVIDER's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

23.2 The duty to defend is a separate and distinct obligation from SERVICE PROVIDER's duty to indemnify. SERVICE PROVIDER shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the CITY Attorney, immediately upon tender to SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER may submit a claim to CITY for reimbursement of reasonable attorneys' fees and defense costs.

23.3 The review, acceptance or approval of SERVICE PROVIDER's work or work product by any of the Indemnitees shall not affect, relieve or reduce SERVICE PROVIDER's indemnification or defense obligations. SERVICE PROVIDER waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by SERVICE PROVIDER pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 24. The SERVICE PROVIDER's obligations under this Section of the Agreement shall survive the termination of the Agreement.

23.4 SERVICE PROVIDER agrees to pay all required taxes on amounts paid to SERVICE PROVIDER 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. SERVICE PROVIDER shall be solely responsible for, and shall save CITY harmless from, all matters relating to the payment of SERVICE PROVIDER'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 SERVICE PROVIDER under this Agreement any amount due to CITY from SERVICE PROVIDER as a result of its failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

24. INSURANCE.

SERVICE PROVIDER shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that SERVICE PROVIDER obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. SERVICE PROVIDER shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by SERVICE PROVIDER is a material element of this Agreement. SERVICE PROVIDER'S failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, SERVICE PROVIDER understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. SERVICE PROVIDER will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

26. PREVAILING WAGE REQUIREMENTS.

26.1. Application. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees.

26.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

26.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of

evading these prevailing wage requirements.

26.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the SERVICE PROVIDER.

27. CONFLICT OF INTEREST

SERVICE PROVIDER covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of SERVICE PROVIDER's services under this Agreement. SERVICE PROVIDER further covenants that in the performance of services under this Agreement, no officer, employee or agent of SERVICE PROVIDER having such interest shall be employed by it. In the event the CITY determines that SERVICE PROVIDER must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, SERVICE PROVIDER shall file such Form 700 with the CITY Clerk's Office pursuant to the written instructions provided by the CITY Clerk. Acquisition or maintenance of a conflicting interest by SERVICE PROVIDER may result in termination of this Agreement by the CITY.

28. [RESERVED]

29. SUBCONTRACTING.

If CONSULTANT requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the scope of work attached to this Agreement as Exhibit A. CONSULTANT is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. CONSULTANT shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

30. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the SERVICE PROVIDER. The decision of the CITY's Designated Representative shall be final and conclusive unless SERVICE PROVIDER requests mediation within ten (10) calendar days. Pending final decision of a dispute, the SERVICE PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

31. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

32. AUDIT.

CITY shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by SERVICE PROVIDER in preparing its billings to CITY as a condition precedent to any payment to SERVICE PROVIDER; or for other purposes relating to the Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER shall include a copy of this Section in all contracts with its subcontractors, and SERVICE PROVIDER 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.

33. ADVERTISING AND PUBLICITY

SERVICE PROVIDER 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.

34. NONDISCRIMINATORY EMPLOYMENT.

SERVICE PROVIDER 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. SERVICE PROVIDER understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, SERVICE PROVIDER shall be responsible for such subcontractor's compliance with this Section.

35. FORCE MAJEURE.

Neither the SERVICE PROVIDER nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

36. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

37. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

38. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

39. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

40. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

41. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

42. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

43. ACKNOWLEDGEMENT.

By signing below, SERVICE PROVIDER acknowledges that it has reviewed the CITY's Trade Services Agreement terms and conditions and insurance requirements and that SERVICE PROVIDER hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 3 and upon signature of all Parties.

CITY OF OXNARD

TAFT ELECTRIC COMPANY

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Jennifer Yates, ²
Purchasing Manager

Tony Valentino, President _____ Date

Dave Norwine,
V.P. of Traffic Operations³ _____ Date

ATTEST:

Rose Chaparro, CITY Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ 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 A

TRADE SERVICE AGREEMENT (CITY of Oxnard and Taft Electric Company)

SCOPE OF SERVICES

CITY PROJECT MANAGER FOR THIS AGREEMENT: Kawkeb Said / 805-342-5581 / kawkeb.said@oxnard.org

The Service Provider shall furnish all necessary labor, materials, equipment, and other incidental and appurtenant work to repair, maintain, replace, construct and service traffic signals, detectors, fiber and twisted-pair traffic signal interconnects as requested through Task Order and at locations throughout the City of Oxnard as directed by the Project Manager. Such services may include but are not limited to:

1. Inspect traffic signal equipment and identify required maintenance needs.
2. Repair, maintain, or replace worn, damaged, or potentially faulty components in signal cabinets.
3. Repair, maintain, or replace signal cabinets and/or components that exceed the useful life.
4. Repair, maintain, or replace signal poles, including foundations and standard required underground work.
5. Repair, maintain, or replace broken traffic signal conduits.
6. Repair, maintain, or replace traffic signal wiring.
7. Repair, maintain, or replace traffic signal detector loops.
8. Repair, maintain, or replace video detection equipment.
9. Repair, maintain, or replace fiber and/or twisted pair traffic signal interconnect and conduit. For any fiber activity, Service Provider shall be required to provide certification or subcontractor certified to work on fiber optic cables and equipment.
10. Any Work on service pedestals shall include reinstating electrical power to that service pedestal.
11. Provide temporary signaling equipment.
12. Obtain all necessary permits to complete any Task Order.

All Work shall comply with the City of Oxnard Traffic Signal Specifications, which will be supplied by the Traffic Engineering Division.

Schedule and Response Time

Service Provider shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Cost Sheet, Attachment "A".

Response time by the Service Provider shall be as stated below:

1. Non-Scheduled Urgent Repair Work:

Service Provider must verbally respond within thirty (30) minutes of telephone notification by the City. Service Provider must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health, or property.

2. Scheduled Repair and Maintenance Work:

Service Provider must verbally respond within four (4) hours of telephone notification by the City. The scope of Work and schedule shall be mutually agreed to between City staff and Service Provider before Work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 p.m. unless otherwise agreed to by the City.

Service Provider Requirements

Service Provider's field electricians shall be California Certified Electricians per the Division of Apprenticeship standards. A State certified electrician shall be present during any electrical Work.

Payment

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Rates for the Work performed under each Task Order shall not exceed the rates specified in the Bid Sheets attached hereto as Exhibit A. The Task Order may include all materials, labor, and taxes; if it does not, the Service Provider shall clarify any missing information before commencing Work. A separate invoice is required for each Task Order issued pursuant to the Contract. Service Provider's markup on the purchase of materials or rental of equipment used for each Task Order shall not exceed fifteen percent (15%) of the Service Provider's costs. If a permit is required to complete any Task Order, then Service Provider may invoice for the actual permit cost and Service Provider's markup which shall not exceed fifteen percent (15%) for Service Provider's cost to obtain the permit. Service Provider is required to itemize hours worked, materials used, and number of hours and type of rented equipment used to complete each Task Order. Service Providers invoice shall include such itemizations along with backup evidencing the basis for the fifteen percent (15%) markup on purchased materials, equipment rental, and permits.

Service Provider's hourly rate shall only include time spent at the location of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and stated in the Task Order.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and Taft Electric Company)**

SCHEDULE OF COMPENSATION

SCHEDULE OF COMPENSATION						
Item No.	Description	Unit	Scheduled Work Hourly Rate Monday- Friday 8:00 am - 5:00 pm 4-hour response time	Non-Scheduled Urgent Work Hourly Rate Monday- Friday 8:00 am - 5:00 pm 1-hour response time	Non-Scheduled Urgent Work Hourly Rate Monday-Friday 5:01 pm - 7:59 am Weekends and Holidays 1-hour response time	Total Hourly Rates
1	Crane Boom Truck	HR	\$ 110.12	\$110.12	\$ 110.12	\$ 330.36
2	Backhoe	HR	\$ 100.05	\$ 100.05	\$ 100.05	\$ 300.15
3	Bucket Truck	HR	\$ 56.36	\$ 56.36	\$ 56.36	\$ 169.08
4	Utility Truck	HR	\$ 62.36	\$ 62.36	\$ 62.36	\$ 187.08
5	Wire Trailer	HR	\$ 2.08	\$ 2.08	\$ 2.08	\$ 6.24
6	Loop Saw	HR	\$ 62.36	\$ 62.36	\$ 62.36	\$ 187.08
7	Hot Melt Trailer	HR	\$ 20.32	\$ 20.32	\$ 20.32	\$ 60.96
8	Air Compressor	HR	\$ 31.59	\$ 31.59	\$ 31.59	\$ 94.77
9	Boring Machine	HR	\$ 402.50	\$ 402.50	\$ 402.50	\$ 1,207.50
10	Electrician	HR	\$ 126.52	\$ 213.75	\$ 267.07	\$ 607.34
11	Traffic Technician	HR	\$ 118.39	\$201.58	\$ 250.87	\$ 570.84
12	Laborer	HR	\$ 104.14	\$ 170.70	\$ 203.35	\$478.19
Total Bid Price						\$4,199.59

EXHIBIT C

TRADE SERVICES AGREEMENT (CITY of Oxnard and Taft Electric Company)

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as “SERVICE PROVIDER”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (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 \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. 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.

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

4. 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.

5. 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.

6. 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.

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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				POLICY INFORMATION:			
Telephone: NAMED INSURED				Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
				☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)			
				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				OTHER PROVISIONS			
☐ Claims Made Retroactive Date _____ ☐ Occurrence							
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:							
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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US				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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US 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			

EXHIBIT D

TRADE SERVICES AGREEMENT (CITY of Oxnard and Taft Electric Company)

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. SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER 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, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

D. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

SERVICE PROVIDER shall compensate any employee of SERVICE PROVIDER who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, SERVICE PROVIDER shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, 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, SERVICE PROVIDER shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. SERVICE PROVIDER 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 SERVICE PROVIDER fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to SERVICE PROVIDER, effective immediately.

c. In addition, if SERVICE PROVIDER fails to comply with the Living Wage Policy in any manner, SERVICE PROVIDER 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. SERVICE PROVIDER shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to SERVICE PROVIDER of the amount owed.

EXHIBIT E

TRADE SERVICES AGREEMENT (CITY of Oxnard and Taft Electric Company)

PREVAILING WAGE

1. SERVICE PROVIDER acknowledges that the Project defined in the Agreement between SERVICE PROVIDER 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. SERVICE PROVIDER shall perform the Project as a public work. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and SERVICE PROVIDER shall post such rates at each job site covered by this Agreement.
3. SERVICE PROVIDER is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. SERVICE PROVIDER shall comply with Labor Code Section 1776, which requires SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, SERVICE

PROVIDER and each of its subcontractors shall submit to CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. SERVICE PROVIDER 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, SERVICE PROVIDER must immediately notify CITY.

8. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER acknowledges that 8 hours labor constitutes a legal day's work. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1810.

10. SERVICE PROVIDER shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. SERVICE PROVIDER shall, as a penalty to CITY, forfeit \$25 for each worker employed in the performance of this Agreement by SERVICE PROVIDER 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 SERVICE PROVIDER'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. SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, SERVICE PROVIDER 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 Service Provider, 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 SERVICE PROVIDER under this Section shall survive Agreement termination.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.5

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500251 with R.E. Schultz Construction, Inc. for the Citywide Playground Replacement Project - Marina West Park (Rebid) Specification No. PW 24-31R.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$262,232 in Project funds for the Citywide Playground Replacement Project - Marina West Park (Rebid) Specification No. PW 24-31R;
2. The Mayor to Execute an Agreement with R.E. Schultz Construction, Inc. in the amount of \$218,526 and a Project contingency amount of \$21,853 (10%) for a total not to exceed value of \$240,379 for the Project;
3. A Project allocation amount of \$21,853 (10%) for engineering, inspection, survey and project management for the Project; and
4. A budget appropriation in the amount of \$116,270 from the available fund balance in Quimby Fund (351, sub-fund 8124) to the Playground Replacement Capital Improvement Project (C1313) and corresponding Capital Outlay Fund (301) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The existing playground equipment at Marina West Park has reached the end of its useful life and needs replacement. The new playground equipment and engineered wood fiber surface will help enhance the amenities at the park and enhance the enjoyment for the children using the playground.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work to remove and dispose of existing playground equipment and replace it with a new playground system and engineered wood fiber safety surfacing.

Capital Improvement Program (CIP) Reference:

Project No. **C2239** – Playground Replacement - CIP 2025-2029 - Adopted June 4, 2024 – Page 81.

DISCUSSION

The work is tentatively scheduled to begin in early 2025 and be completed within 90 working days absent any delays due to supply chain issues, unforeseen site conditions, or weather. Staff will work closely with the Via Marina 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 the public as well.

This project was originally bid out in June 2024 however all bids were rejected to allow for a revision of the scope of work. The rebid project notice inviting formal bids (NIFB) on the Project was published on September 27, 2024, and all bids were due on October 15, 2024. The City received the following bids:

R.E. Schultz Construction, Inc.: \$218,526.00
Central Coast Playgrounds: \$221,736.00
Pacific Tide Construction: \$269,486.39
Jaynes Brothers Construction: \$342,698.00

The lowest bidder is R.E. Schultz Construction, Inc. and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from R.E. Schultz Construction, Inc.. 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). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to R.E. Schultz Construction, Inc.

In addition to the project award amount of \$218,526, staff recommends authorizing \$43,706 for the project, which includes \$21,853 for project contingency (10% of the contract costs) and \$21,853 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$262,232.

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

The total cost for this Project shall not exceed \$262,232, which includes the construction agreement, contingency and project allocation. The Park Playground Equipment Replacement Project (C2239) is funded by the American Rescue Plan Act (ARPA) which has an available project budget balance of approximately \$2,653,298. In addition to the ARPA funding, Marina West Park Project (C1313) currently has \$18,919 of Quimby funds appropriated with an additional \$116,270 of available Quimby funding for this neighborhood. In total, \$135,189 of Quimby funds is recommended to be used towards the cost of the playground replacement.

For Finance use only: Quimby Fund (Org. 81244101 Obj. 59800); Capital Outlay Fund (Org. 3013301, Obj. 49300 / 56020 & 53270); Project C1313

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 budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500251 RE Schultz

**CONSTRUCTION CONTRACT FOR
CITYWIDE PLAYGROUND REPLACEMENT PROJECT – MARINA WEST PARK (REBID)
SPECIFICATION NO. PW 24-31R
BY AND BETWEEN
THE CITY OF OXNARD
AND
R.E. SCHULTZ CONSTRUCTION, INC.**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and R.E. SCHULTZ CONSTRUCTION, INC. (“Contractor”). Contractor’s license number is 1007195. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the CITYWIDE PLAYGROUND REPLACEMENT PROJECT - MARINA WEST PARK (REBID) as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 24-31R (the “Project”); and

WHEREAS, on September 27, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on _____, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract

Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Bid Addenda issued by the City;
4. Notice Inviting Bids and Instructions to Bidders;
5. Special Provisions
6. General Provisions
7. Appendices
8. Bid Forms and attachment thereto;
9. Performance Bond;
10. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.
- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.

1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED TWENTY SIX DOLLARS, (\$218,526.00) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
 4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
 5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue the Work to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
 - 1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 - 2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
 - 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:

1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
4. fails to prosecute the Work according to the schedule approved by the Engineer,
5. disregards laws or regulations of any public body having jurisdiction, or
6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:

1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;

C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.
- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:

1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred fifty (\$250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-D attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA), and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E"** and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

- A. **ACCESS TO RECORDS.** (1) The Contractor agrees to provide the City of Oxnard, FEMA administrator, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.
- B. **SEAL, LOGO AND FLAGS.** The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.
- D. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
 3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
 4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.
- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit F, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be

required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works
 305 W. Third Street, East Wing, Third Floor
 Oxnard, CA 93030

TO CONTRACTOR: R.E. Schultz Construction, Inc.
 1767 North Batavia Street
 Orange, CA 92865

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

R.E. SCHULTZ CONSTRUCTION, INC.

x John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Agent

Richard Schultz, President ² _____ Date
and Secretary

ATTEST:

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

APPROVED AS TO FORM:

Stephen Fischer _____ Date
City Attorney

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

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.

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-D: Insurance Requirements.

Exhibit C: [RESERVED]

Exhibit D: Small/Minority/Women's Business Enterprises and Labor Surplus Area Firm Outreach.

Exhibit E: Federal Grant Contract Addendum

Exhibit F: Grant Master Agreement

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A - CONTRACTORS BID PROPOSAL

BID SCHEDULE
CITYWIDE PLAYGROUND REPLACEMENT PROJECT --
MARINA WEST PARK (REBID)
SPECIFICATION NO. PW 24-31R

Bidder's Name: R.E. Schultz Construction, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	TOTAL AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-3	LS	\$ 10,000.00
2.	Temporary Fencing and Protection	1003-4	LS	\$ 6,500.00
3.	Play Area Equipment Removals	1004-4	LS	\$ 31,500.00
4.	Concrete Work	1005-4	LS	\$ 8,500.00
5.	Supply and Installation of Play Area Equipment	1006-5	LS	\$ 129,526.00
6.	Play Area Surface	1007-5	LS	\$ 32,500.00
TOTAL BID PRICE:				\$ 218,526.00

TOTAL BID PRICE IN DIGITS: \$ 218,526.00

TOTAL BID PRICE IN WORDS: Two Hundred and Eighteen Thousand Five Hundred and Twenty
Six Dollars.

Bidder's Company Name: R.E. Schultz Construction, Inc.

Signature: 
Print: Richard Schultz

Title: President, Sole Officer
Date: 10/14/24

EXHIBIT B

FORM INS-D: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (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 \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. 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.

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

4. 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.

5. 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.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
1. OPERATIONS: [Detailed description of operations, including dates, times, and personnel involved.] 2. LOCATIONS: [Detailed description of locations, including addresses, landmarks, and maps.] 3. VEHICLES: [Detailed description of vehicles, including make, model, year, and license plate.] 4. RESTRICTIONS: [Detailed description of restrictions, including speed limits, lane closures, and traffic control.] 5. SPECIAL ITEMS: [Detailed description of special items, including equipment, materials, and personnel.]

CERTIFICATE HOLDER

**CITY OF OXNARD % Evident ID, Inc. 8520 Allison
Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US**

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")				ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE D _____ Included in Limits D In Addition to Limits		
NAMED INSURED			D Deductible D Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. D Per Occurrence D Per Claim (which)		
TYPE OF INSURANCE					
GENERAL LIABILITY D COMMERCIAL GENERAL LIABILITY D COMPREHENSIVE GENERAL LIABILITY D OWNERS & CONTRACTORS PROTECTIVE			OTHER PROVISIONS		
D Claims Made Retroactive Date _____ D Occurrence					
COVERAGES			LIABILITY LIMITS IN THOUSANDS \$		
			EACH OCCURRENCE AGGREGATE		
D GENERAL D PRODUCTS/COMPLETED OPERATIONS D PERSONAL & ADVERTISING INJURY D FIRE DAMAGE D _____ D _____			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: 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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			AUTHORIZED REPRESENTATIVE D Broker/Agent D Underwriter D _____ 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		SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____	
NAMED INSURED		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____	
\$ _____ per accident, for bodily injury and property damage.		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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		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 _____	

EXHIBIT C
[RESERVED]

EXHIBIT D

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: PW 24-31

Contractor: R.E. Schultz Construction, Inc.

Submittal #: 1

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract
N/A	N/A	N/A	N/A	N/A

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Databas e Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
Challenge News	Pam Aberg	Publication Advertisements	10/14/24	No Response
California Daily Bid Advisor	Pam Aberg	Publication Advertisements	10/14/24	No Response

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow- Up Date	Response / Interested in Bidding (Y/N)
See attached list		SBE	Email	10/14/24	N/A	N

4. Detail methods utilized to determine whether S/M/WBES and LSAs were qualified:
Obtained list from Cal eProcure - The State of California Certification.

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBES and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBES and LSAs.

N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBES and LSAs would be performing.

N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

City of Oxnard –Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) / American Rescue Plan Act (ARPA) Federal Grant Program No. 1505-0271 Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Small and Minority Business, and Women’s Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The

Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. (applies to projects over \$2000)

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland “Anti-Kickback” Act. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, R.E. Schultz Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Richard Schultz, President (Sole Officer)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19:

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Richard Schultz / R.E. Schultz Construction, Inc.
Name

President, Sole Officer
Title and Organization Name

10/14/24
Signature

Date

EXHIBIT F

SECTION D

GRANT DOCUMENTS MASTER AGREEMENT

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name:

Alexander Nguyen

Authorized Representative Title:

City Manager

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Jacob Leibenluft

Authorized Representative Title:

Chief Recovery Officer, Office of Recovery Programs

Date Signed:

May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

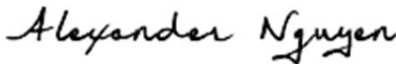
OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 081790214
City of Oxnard	Taxpayer Identification Number: 956000756
300 W. Third St, 4th Floor	Assistance Listing Number: 21.019
Oxnard, California, 93030	

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
50594C854EE444A

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard

5/11/2021

Recipient

Date

DocuSigned by:
Alexander Nguyen
505642854FF444A

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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 CITYWIDE PLAYGROUND REPLACEMENT PROJECT - MARINA WEST PARK (REBID) SPECIFICATION NO. PW 24-31R.

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 _____
 ("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 one 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: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety 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 CITYWIDE PLAYGROUND REPLACEMENT PROJECT - MARINA WEST PARK (REBID) SPECIFICATION NO. PW 24-31R.

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 one 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: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety 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 COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. I.6

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500257 with Pacific Tide Construction for Pleasant Valley Park Playground Replacement Project (Rebid), Specification No. PW 24-114R.

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$332,184.04 in Project funds for the Pleasant Valley Park Playground Replacement Project (Rebid), Specification No. PW 24-114R;
2. The Mayor to Execute an Agreement with Pacific Tide Construction in the amount of \$276,820.04 and a Project contingency amount of \$27,682 (10%) for a total not to exceed value of \$304,502.04 for the Project; and
3. A Project allocation amount of \$27,682 for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

BACKGROUND

The existing playground equipment at Pleasant Valley Park has reached the end of its useful life and needs replacement. The new playground equipment and engineered wood fiber surface will help enhance the amenities at the park and enhance the enjoyment for children that use the playground equipment.

The specific work for this Project includes furnishing all necessary labor, materials, equipment, and other incidental and appurtenant Work to remove and dispose of existing playground equipment and replace it with a new playground system and engineered wood fiber safety surfacing.

Capital Improvement Program (CIP) Reference:

Project No. **C2241** – Pleasant Valley Park Playground Replacement - CIP 2025-2029 - Adopted June 4, 2024 – Page 82.

DISCUSSION

The work is tentatively scheduled to begin in the fall/winter of 2024 and be completed within 90 Working Days absent any delays due to supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Pleasant Valley Estates 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.

This project was originally bid out in June 2024 however all bids were rejected to allow for a revision of the scope of work. The rebid project notice inviting formal bids (NIFB) on the Project was published on October 03, 2024, and all bids were due on October 22, 2024. The City received the following bids:

Pacific Tide Construction: \$276,820.04
Western State Builders, Inc.: \$291,992.00
R.E. Schultz Construction, Inc.: \$294,420.00
Zoom Recreation, Inc.: \$394,789.23

The lowest bidder is Pacific Tide Construction (Pacific Tide) and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Pacific Tide 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). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to Pacific Tide.

In addition to the project award amount of \$276,820.04, Staff recommends authorizing \$55,364 for the project, which includes \$27,682 for project contingency (10% of the contract costs) and \$27,682 for the cost for engineering services and City staff (10% of the contract cost). Engineering services include the following activities during construction: engineering, inspection, survey and project management. These recommendations bring the total estimated cost of the project to \$332,184.04.

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

The total cost for this Project shall not exceed \$332,184.04, which includes the construction agreement, contingency, and project allocation. The Pleasant Valley Park Playground Replacement Project (C2241) is funded by the American Rescue Plan Act (ARPA) which has an available project budget balance of approximately \$600,000.

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 budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500257 - Pacific Tide

**CONSTRUCTION CONTRACT FOR
CITYWIDE PLAYGROUND REPLACEMENT PROJECT -
PLEASANT VALLEY PARK PLAYGROUND REPLACEMENT PROJECT (REBID)
SPECIFICATION NO. PW 24-114R
BY AND BETWEEN
THE CITY OF OXNARD
AND PACIFIC TIDE CONSTRUCTION**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this 19th day of November, 2024 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and PACIFIC TIDE CONSTRUCTION (“Contractor”). Contractor’s license number is 1051641. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the CITYWIDE PLAYGROUND REPLACEMENT PROJECT - PLEASANT VALLEY PARK PLAYGROUND REPLACEMENT PROJECT (REBID) as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 24-114R (the “Project”); and

WHEREAS, on October 3, 2024, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on November 19, 2024, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract

Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Bid Addenda issued by the City;
4. Notice Inviting Bids and Instructions to Bidders;
5. Special Provisions
6. General Provisions
7. Appendices
8. Bid Forms and attachment thereto;
9. Performance Bond;
10. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.
- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's

discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.

- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor TWO HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND FOUR CENTS, (\$276,820.04) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed

by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding

mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
 1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or
 6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:
1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for

holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
 - 1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 - 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 - 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 - 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 - 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of two hundred and fifty dollars (\$250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-G attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS

Contractor acknowledges that the Project is being funded in full or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA) and further acknowledges and agrees to the provisions in the "**Federal Grant Contract Addendum**" attached to this Contract as **Exhibit "E"** and incorporated by reference as if fully set forth herein. The "**Master Grant Agreement**" is attached to the Contract as **Exhibit "F"** and incorporated by reference as if fully set forth herein.

- A. **ACCESS TO RECORDS.** (1) The Contractor agrees to provide the City of Oxnard, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Contractor

acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.

- B. **SEAL, LOGO AND FLAGS.** The Contractor shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific ARPA pre-approval.
- C. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and ARPA policies, procedures, and directives.
- D. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Contractor must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:
 - 1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 - 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to

save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;

3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.

- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager and the parties specified in Article V of the Master Agreement referenced in Section 15 of this Contract and attached hereto as Exhibit "F", shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations,

inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.

- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works Department

305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO CONTRACTOR: Pacific Tide Construction

19360 Rinaldi Street, Suite 150
Northridge, CA 91326

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent

act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

PACIFIC TIDE CONSTRUCTION

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Purchasing Agent

 Wyatt Wesley Underwood,² _____ Date
 CEO, CFO, Secretary

ATTEST:

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

APPROVED AS TO FORM:

 Stephen Fischer _____ Date
 City Attorney

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

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.

EXHIBITS

Exhibit A: Contractors Bid Proposal.

Exhibit B: Form INS-G: Insurance Requirements.

Exhibit C: [RESERVED]

Exhibit D: Small/Minority/Women's business Enterprises and Labor Surplus Area Firm Outreach

Exhibit E: Federal Grant Contract Addendum

Exhibit F: Grant Master Agreement

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S BID PROPOSAL

BID SCHEDULE

CITYWIDE PLAYGROUND REPLACEMENT PROJECT – PLEASANT VALLEY PARK PLAYGROUND REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 24-114R

Bidder's Name: Pacific Tide Construction

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	TOTAL AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price)	1001-3	LS	\$ 13,841
2.	Temporary Fencing and Protection	1003-4	LS	\$ 11,072.80
3.	Play Area Equipment and Materials Removals	1004-4	LS	\$ 69,205.01
4.	Concrete Work	1005-4	LS	\$ 8,304.60
5.	Supply and Installation of Play Area Equipment	1006-5	LS	\$ 127,337.22
6.	Play Area Surface	1007-4	LS	\$ 47,059.41
TOTAL BID PRICE: \$				276,820.05*

TOTAL BID PRICE IN DIGITS: \$ 276,820.05*
TOTAL BID PRICE IN WORDS: Two hundred and seventy-six thousand
Eight hundred and twenty dollar ⁰⁵/₁₀₀

Bidder's Company Name: PacificTide Construction

Signature: Wyatt W. Underwood Title: President
Print: Wyatt W. Underwood Date: 10/16/24

*** Corrections to mathematical calculations submitted.**

Contract award amount is \$276,820.04 which is the total of corrected Total Bid Price

EXHIBIT B

FORM INS-G : INSURANCE REQUIREMENTS

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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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

8. *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.**

9. *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 [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

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~~

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

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.

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)
-----------------	-----------------------

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

☐ 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

OTHER PROVISIONS

☐ COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

☐ OTHER

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

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

Name: _____

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, "Accurrence" 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

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 % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

EXHIBIT C
[RESERVED]

EXHIBIT D

Small/Minority/Women's business Enterprises and Labor Surplus Area Firm Outreach

SMALL / MINORITY / WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRM OUTREACH PLAN

Project Number: PW 24-114

Contractor: Pacific Tide Construction

Submittal #: N/A

In this section, the Contractor is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract
Playground Installation	Yes	No	\$86,661.00	100%

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
N/A				

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow-Up Date	Response / Interested in Bidding (Y/N)
N/A						

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

N/A

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBEs and LSAs.

N/A

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

N/A

Note: USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.

EXHIBIT E

City of Oxnard – US Department of Treasury under the American Rescue Plan Act ("ARPA") Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Small and Minority Business, and Women's Business Enterprises (if applicable to this Contract, see SBE/MBE/WBE/LSA form attached below)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of

the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (Applies to all purchases. See certification form attached below.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases. See certification form attached below.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (Applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (Applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. (applies to projects over \$2000)

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland "Anti-Kickback" Act. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Pacific Tide Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Wyatt W. Underwood

Name and Title of Contractor's Authorized Official

Wyatt W. Underwood | President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19, and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

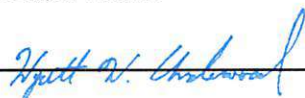
Wyatt W. Underwood

Name

President | Pacific Tide Construction

Title and Organization Name

Signature



10/16/24

Date

EXHIBIT F

SECTION D

GRANT DOCUMENTS MASTER AGREEMENT

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Alexander Nguyen
Authorized Representative Title: City Manager
Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Oxnard by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271

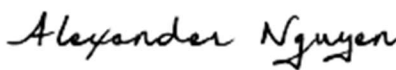
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Oxnard 300 W. Third St, 4th Floor Oxnard, California, 93030	DUNS Number: 081790214 Taxpayer Identification Number: 956000756 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
50594C854EE444A

Authorized Representative: Alexander Nguyen

Title: City Manager

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Oxnard

5/11/2021

Recipient

Date

DocuSigned by:
Alexander Nguyen
505041254174444

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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 CITYWIDE PLAYGROUND REPLACEMENT PROJECT - PLEASANT VALLEY PARK PLAYGROUND REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 24-114R.

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 one 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: _____

Its _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety 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 _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as CITYWIDE PLAYGROUND REPLACEMENT PROJECT - PLEASANT VALLEY PARK PLAYGROUND REPLACEMENT PROJECT (REBID) SPECIFICATION NO. PW 24-114R.

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 one 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: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety 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.



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

INFORMATION/CONSENT AGENDA AGENDA ITEM NO. I.7

DATE: November 19, 2024

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Not-To-Exceed Agreement and Purchase Order with Altec Industries, Inc., for a Bucket Truck for Traffic Engineering.

RECOMMENDATION

That the City Council authorize the City Manager to approve a negotiated agreement and/or purchase order with Altec Industries, Inc. for a not-to-exceed value up to an amount of \$375,000 for the purchase of a bucket truck for Traffic Engineering.

(This item did not originate in Committee because it is a continuation of a specific item included in the City Council Adopted FY 2024-25 Budget for Public Works.)

BACKGROUND

The Traffic Engineering Division is responsible for the maintenance of 167 signalized intersections throughout the City. Ensuring optimal performance of these traffic signals is a critical component of our daily operations to maintain safe and efficient traffic flow.

An insulated bucket truck is a specialty piece of equipment essential and required for maintaining traffic signals. These trucks include an articulating arm and a type of aerial work platform that has a fiberglass coating on the boom and bucket to prevent the conduction of electricity. They are costly vehicles ranging anywhere between \$150,000 and \$300,000, depending on the specifications. This price range can vary model-year to model-year, reflecting cost increases due to mandated emission requirements, described further, below.

There is currently a long lead time (18-35 months) for the production of insulated bucket trucks, and this is due to several factors: high demand from utility companies, complex manufacturing processes, limited production capacity, and supply chain disruptions. Additionally, the specialized components required for insulated buckets contribute to longer production times and higher costs. This combination makes it challenging for manufacturers to meet demand, especially in comparison to standard bucket trucks.

DISCUSSION

Historically, Traffic Engineering operated two aging bucket trucks. The first is a 2006 Ford F550 with Altec Bucket (unit #6024) that has 118,548 miles. This 18-year-old truck has been out of commission since failing the dielectric test (an electrical safety test that evaluates the effectiveness of a product's insulation). It is currently being repaired by Altec Industries, Inc. (Altec) under a separate Fleet Maintenance agreement.

The second bucket truck, which is the vehicle we seek to replace, is a 2000 Chevy 3500 (unit #3385), exceeding its service life with 171,807 miles. Due to mechanical issues and its inability to pass aerial certification, this 23-year-old vehicle was auctioned in August 2023.

Staff attempted to rent a truck, however after months of waiting for one to be available, it ultimately had to be returned to the rental company due to it being out of compliance. Without an operational bucket truck, staff cannot efficiently perform maintenance and repairs on traffic signals, leading to reliance on costly on-call services for both routine and emergency work.

To address this need, the Traffic Engineering Division recommends replacing vehicle #3385 with a 2026 4x2 Ford F550 Chassis. This new bucket truck will be custom-built for traffic signal maintenance, featuring a 40-foot boom height and an insulated articulating telescopic aerial device, essential for the electrical work. An insulated bucket truck is used for traffic signal repair because it allows technicians to safely reach elevated signal fixtures while being protected from potential electrical shock through dielectric materials, which prevent the conduction of electricity, making it ideal for working near power lines that may be close to traffic signals.

Staff identified Sourcewell cooperative agreement 110421-ALT with Altec. Utilizing a cooperative purchasing method, such as a Sourcewell, allows the City to “piggyback” on the agreement and obtain the bucket truck at a discounted price. Altec is a leading provider of these specialty trucks and is recognized throughout southern California for its innovative design and integrated safety features.

Because of the very long lead time for the manufacture of the insulated lift body, and that the Ford truck chassis must be purchased separately and modified at the time that the insulated lift body is fabricated, Altec cannot provide a hold-firm price for the truck chassis until they actually procure it. This could be on the order of 18 to 35 months from the time that the order is placed by the City. A further complication is that the California Air Resources Board (CARB) emission requirements for new vehicles change frequently from year to year, and it is unknown what the price impact due to these requirements will be for future model-year truck chassis. Staff’s recommended not-to-exceed (NTE) purchase amount is intended to allow for enough purchasing latitude to account for these possible price increases, or for a scenario where a zero-emission vehicle is mandated. Because of this uncertainty in what the truck body will cost, staff recommends that the equipment be purchased now with a negotiated, NTE purchase agreement with Altec, where an initial estimated price is established at the time of the order (in this case, \$192,807.03), and any fluctuations in the final truck chassis price will be covered by the total, NTE value of \$375,000.

It should be noted that Altec was awarded a previous City of Oxnard agreement for fleet maintenance services for \$120,000. As such, City Council approval is required because this new purchase will exceed the annual purchasing limit of \$200,000 by a single vendor, per the City’s Purchasing Policy.

The estimated delivery for this purchase is 18-35 months from the receipt of the City’s Purchase Order to Altec.

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 cost of the purchase order with Altec Industries, Inc., shall not exceed a negotiated amount up to \$375,000, and will be based on the present-day estimate of \$192,807.03. This estimated funding for this purchase is included in the Adopted FY 2024-25 operating budget from the General Fund Traffic Engineering

Operating Fund (101). Any funding gap will be reviewed at the time of delivery and if needed, may be absorbed through realized vacancy savings and/or other operating accounts within the Public Works General Fund budget.

Equipment	Account	Cost
2026 4x2 Ford F550 Chassis Bucket Truck	1013102-56030	NTE \$375,000

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Quote & Altec Agreement
2. Altec Co op Contract 110421

Quoted for: City of Oxnard
 Customer Contact: Jose Arreola
 Phone: / Email: 805-417-7374 jose.arreola@oxnard.org
 Quoted by: Nadine Stacey
 Phone: / Email: nadine.stacey@altec.com / 270-319-0505
 Altec Account Manager: Luke Cochran

REFERENCE ALTEC MODEL		Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)	\$161,317

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264
2	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
3	AT37G-GAS	Gas Engine	-\$8,341
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	LR	Ladder Rack	\$1,629
2			
3			
4			
5			
6			
7			
8			
9			
10			
SOURCEWELL OPTIONS TOTAL:			\$163,615

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$0
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	108" Altec Body	\$2,932
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL	Whelen Directional Light Bar, Whelen Beacons (title 13 compliant), lighthead (total 6) two in front grill, two above brake lights and two above wheel well.	\$6,420
6	FINISHING		\$0
7	CHASSIS	2026 4x2 Ford F550 Chassis	\$3,178
8	OTHER	Altec MY Price Adjustment	-\$9,167
OPEN MARKET OPTIONS TOTAL:			\$3,363

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$166,978.00
 Delivery to Customer: \$10,111.00
 CA Doc/Admin/Tire Fees: \$125.00
 Estimated Taxes (9.25%) \$15,457.03
 State Tire Fee: \$10.50
 TOTAL FOR UNIT/BODY/CHASSIS: \$192,807.03

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 32-35 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Mt. Airy, NC

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

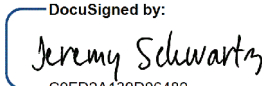
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

Altec Industries, Inc.

DocuSigned by:

DDB79E9FF5034DA...

By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coquette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03

Submitted On: Thursday November 04, 2021 12:46:34

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec

Submitter's IP Address: 209.149.164.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242	*
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world. Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork	*
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.	*
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO. - Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. - Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. - Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. - Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. - Please see attached "Company Information - ISO Quality Certification" for more information Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program. Motor Vehicle Dealer Licenses in each state where applicable All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing. Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	- Selected to Forbes list of America's Best Midsize Employers 2019 - Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. - Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. - Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443
City of Seattle (Member # 25215)	Guy Noren	206-684-0141
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcewell members of their benefits and usage. Altec's Sourcewell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions	*
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.	*
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Managers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page" Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool. From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	- Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. - Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. - Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge - Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: - Insulating Aerial Device - Non-Insulating Aerial - Tree Care Aerial Device - Bucket Rescue - Digger Derrick - Backyard Digger - Crane - Wood Chipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. - Other Altec Training options (additional costs apply): - Customized Altec equipment hydraulic maintenance training - International Fluid Power Society (IFPS) Certification training (testing provided by third party) - NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as; - Fiber Optic Controls - Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) - Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) - JEMS (Jobsite Energy Management System) with its integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) - Advanced paint systems - And many other ways we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives: - The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. - Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). - Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. - Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: - Calstart - Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.
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44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: - o Altec Capital Services (ACS) - Equipment Financing - o Global Rental Company - Equipment Rentals - o Altec Supply - Tool and Accessory Sales - o Altec Sentry - Operator Safety Training - o Altec Fleet Services - Comprehensive Fleet Management Solutions - o Altec Service Group - In-shop and Mobile service and replacement parts support - o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) - o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) Canadian and World Wide Availability: - o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. - o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. - o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. - o All booms ultrasonically tested and documents maintained. - o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. - o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. - o All bearing surfaces to be machined after welding. - o All units with electronic circuit boards to be wave soldered - o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor. Warranty: Most of our products have a limited lifetime structural warranty. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. - o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. - o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
58	Describe any quantity or volume discounts or rebate programs that you offer.	For equipment purchase prices: 2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount from Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical and ordered at the same time to qualify for quantity rebate.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcewell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY. Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract. We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please and see attached file "Company Information - Altec Subsidiary Information".

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
73	Utility locating equipment	☒ Yes ☐ No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - . Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Thursday November 04, 01:11:08:47
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday November 04, 01:11:09:41
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday November 04, 01:11:03:00
- M E/M E/S E or related Certificates (optional)
- [Warranty Information](#) - Warranty - Documents.pdf - Thursday November 04, 01:11:03:56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 01:11:03:18
- [Upload Additional Document](#) - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 01:11:03:40

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

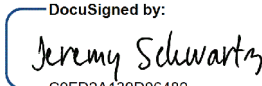
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

Altec Industries, Inc.

DocuSigned by:

DDB79E9FF5034DA...

By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03

Submitted On: Thursday November 04, 2021 12:46:34

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec

Submitter's IP Address: 209.149.164.250

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242	*
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world. Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO. - Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. - Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. - Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. - Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. - Please see attached "Company Information - ISO Quality Certification" for more information Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program. Motor Vehicle Dealer Licenses in each state where applicable All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing. Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	- Selected to Forbes list of America's Best Midsize Employers 2019 - Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. - Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. - Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443
City of Seattle (Member # 25215)	Guy Noren	206-684-0141
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcewell members of their benefits and usage. Altec's Sourcewell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions	*
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.	*
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Managers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page" Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool. From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	- Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. - Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. - Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge - Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: - Insulating Aerial Device - Non-Insulating Aerial - Tree Care Aerial Device - Bucket Rescue - Digger Derrick - Backyard Digger - Crane - Wood Chipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. - Other Altec Training options (additional costs apply): - Customized Altec equipment hydraulic maintenance training - International Fluid Power Society (IFPS) Certification training (testing provided by third party) - NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as; - Fiber Optic Controls - Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) - Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) - JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) - Advanced paint systems - And many other ways we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives: - The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. - Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). - Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. - Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: - Calstart - Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.
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44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: - o Altec Capital Services (ACS) - Equipment Financing - o Global Rental Company - Equipment Rentals - o Altec Supply - Tool and Accessory Sales - o Altec Sentry - Operator Safety Training - o Altec Fleet Services - Comprehensive Fleet Management Solutions - o Altec Service Group - In-shop and Mobile service and replacement parts support - o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) - o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) Canadian and World Wide Availability: - o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. - o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. - o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. - o All booms ultrasonically tested and documents maintained. - o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. - o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. - o All bearing surfaces to be machined after welding. - o All units with electronic circuit boards to be wave soldered - o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor. Warranty: Most of our products have a limited lifetime structural warranty. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. - o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. - o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
58	Describe any quantity or volume discounts or rebate programs that you offer.	For equipment purchase prices: 2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount from Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical and ordered at the same time to qualify for quantity rebate.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcewell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY. Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract. We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please and see attached file "Company Information - Altec Subsidiary Information".

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
73	Utility locating equipment	☒ Yes ☐ No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - . Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Thursday November 04, 01:11:8:47
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday November 04, 01:11:9:41
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday November 04, 01:11:3:
- M E/M E/S E or related Certificates (optional)
- [Warranty Information](#) - Warranty - Documents.pdf - Thursday November 04, 01:11:3:56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 01:11:35:18
- [Upload Additional Document](#) - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 01:11:35:40

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. I.8

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Budget Appropriation for Fiscal Year 2024-25 Wagon Wheel Master Association, Community Facility District 7.

RECOMMENDATION

That the City Council approve and authorize the City Manager to approve a budget appropriation from the available fund balance in the amount of \$15,467 within the Wagon Wheel Community Facility District 7 (Fund 120, Subfund 6070).

(This item did not originate in committee because it is a continuation of an item previously approved by the City Council.)

BACKGROUND

Special Districts is a division of the Public Works Department that manages a total of 50 special financing districts. As an allowable funding source, property owners (e.g., developers) may use special financing districts (e.g., CFDs) subject to the approval of the City, to fund the construction of improvements through bonds and also the annual cost of services and maintaining certain amenities that have a special benefit to the properties within the district. Typically, the developer installs the amenities at the time of the development and the benefiting property owners pay for the cost of the bonds and maintain the improvements (i.e., special benefit). The special assessments are included on the property owner's property tax bill.

On December 6, 2016, the City Council adopted Resolution No. 14,980, authorizing the California Statewide Communities Development Authority ("CSCDA") to form the Wagon Wheel Community Facilities District 7 ("CFD 7") within the City of Oxnard ("City"). The purpose of the CFD 7 fund is to finance public infrastructure facilities, flood protection systems, and ongoing maintenance costs for public infrastructure including parks, trails, parkways & medians, the Caltrans freeway right-of-way, lighting, storm drains, floodwalls, flood gates, and internal roadways. This development is unique among the special districts in that the maintenance of CFD areas is contracted to the Master HOA, limiting the overall Special Districts Division maintenance responsibility for the CFD.

DISCUSSION

As part of the CFD 7 ongoing development, on October 6, 2020, the City Council approved Agreement 32300478 (A-8239) (Reimbursement Agreement) between the City, as CFD 7, and the Master Association. The Reimbursement Agreement between the Master Association and CFD 7 authorizes CFD 7 to fund Master Association costs for performing maintenance work on the public improvements. In accordance with Section 2 of the Reimbursement Agreement, the Master HOA is responsible for submitting to the City the annual forecasted maintenance expenses for the CFD areas, which the Master HOA maintains, so that the appropriate special taxes can be calculated and sufficient funds provided to the HOA for these costs.

Due to the unique process by which these CFD areas are maintained and that these areas are effectively maintained "under contract" with the HOA means that this Amendment must be made to the Agreement annually to include the

upcoming year's projected maintenance expenses. To prevent changes in the middle of the fiscal year and restrict unplanned expenditures of public funds, Section 8 of the Reimbursement Agreement prevents the HOA from making claims for funds that are in excess of their forecasted expenses, or in excess of the CFDs revenues. This limits what can be claimed for reimbursement to only that which is forecasted in the annual cost summary submitted by the HOA each year.

Ideally, City staff would receive these projections in time to include them during the City's budget process. However, due to the relatively young age of the HOA, the onboarding of a new HOA property management company, the continued build-out of the development, and the inconsistent nature of the HOA board operations within FY 2023-24 meant that the HOA budget for CFD areas was not completed in time for the City's FY 2024-25 budget adoption. Due to this delay, staff estimated an amount for the FY 2024-25 adopted Budget that was short of the final cost projections provided by the HOA. Subsequently, a budget appropriation from the CFD fund balance in the amount of \$15,467.00 is required to increase the total budget for 60703801-53200 to \$355,467.00 for the total projected expenses. Now that these projections have been prepared and have been evaluated by City staff, this requested budget appropriation is being brought to the City Council for approval.

The following table shows the existing budget for the Wagon Wheel subfund 60703801 - 53200 and the requested appropriation required to fund the remainder of the projected CFD expenses:

Item Description	Amount
FY 2024-25 Master HOA Projected Expenses (Less City Staff/Overhead)	\$355,467.00
Current subfund 60703801 - 53200 Professional Services Budget	\$340,000.00
Required Fund Balance Appropriation to Meet Projected CFD Expenses	\$15,467.00
Total Appropriation Request	\$15,467.00

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 requested budget amendment to subfund 60703801-53200 revises the total FY 2024-25 budget for subfund 60703801 to \$355,467.00 and requires a fund balance allocation of \$15,467.00. Subfund 6070 has a sufficient fund balance to support this appropriation and has no impact on the General Fund.

COMMITTEE OUTCOME

This item did not originate in committee because it is a continuation of an item previously approved by the City Council.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Interim Special Districts Manager

ATTACHMENTS

1. CFD No. 7 Reimbursement Agreement No. 8239
2. FY 2024-25 Master HOA CFD 7 Wagon Wheel Budget
3. Special Districts Map
4. Special Districts Legend

AGREEMENT FOR USE OF
WAGON WHEEL COMMUNITY FACILITIES DISTRICT FUNDS FOR REIMBURSEMENT
OF WAGON WHEEL MASTER PROPERTY OWNERS' ASSOCIATION

THIS AGREEMENT is entered into, effective October 6th, 2020, pursuant to Resolution 14,980, adopted by the City Council of the City of Oxnard at its meeting held on December 6, 2016. This Agreement is between Wagon Wheel Master Association, a California nonprofit mutual benefit corporation organized under the laws of the State of California ("Master Association"), and the Wagon Wheel Community Facilities District No. 18-01 ("District"), a California public agency formed by the City of Oxnard, a municipal corporation of the State of California ("City"). City, District and Master Association are collectively referred to herein as "Parties."

WHEREAS, Master Association has been formed for the purpose of governing the real property which is included within the Tentative Map 5745 area and which is commonly known as "Wagon Wheel" pursuant to the terms of that certain Master Declaration of Covenants, Conditions and Restrictions and establishment of Easements for Wagon Wheel ("Master Declaration"), which powers and obligations include, without limitation, the power to enforce certain mutual obligations of the property owners in a common interest development in the District; and

WHEREAS, the District was established in accordance with California State law for the purpose of, among other things, collecting assessments to fund public improvements benefiting both the members of the Master Association and the surrounding areas; and

WHEREAS, the District and Master Association overlap in their respective geographic areas and in their responsibilities; and

WHEREAS, the Parties agree that the Master Association will be able to more efficiently and economically provide maintenance to certain public improvements within the Master Association.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The Work. The Parties have agreed that Master Association will perform those activities specified in Exhibit A attached hereto and entitled "Maintenance Program" (the "Work"). The Parties have also agreed to a "Budget for Maintenance Program", Exhibit B, attached hereto ("Budget"). Exhibits A, B and the Specimen Maintenance Contract, Exhibit C, are hereby incorporated as though set forth in full. Exhibits A, B and C may be modified by mutual agreement of the designated representative of the District ("District Representative") and the designated representative of the Master Association so long as such modifications do not impact the District's overall financial obligations as set forth in the Budget.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION



2. Funding. The Master Association will perform the Work during the term of this Agreement in accordance with a schedule specified by the District Representative as reflected in Exhibit D. The District will provide funds to perform all of the Work in a timely manner in accordance with a written funding schedule provided by the Master Association and approved by the City. The Master Association will have no obligation to advance any funds including (but not limited to) funds for insurance, overhead, staging and claims resolution. The full advance receipt of all such funds is a condition precedent to Master Association's obligation to perform the Work. Annually, the Master Association will be required to submit a proposed budget to the City of Oxnard District Representative no later than May 1 of each year or such other date as the parties may agree upon. Notwithstanding any language in this Agreement to the contrary, Oakwood Communities, Inc. agrees to timely advance to District the necessary funds to pay the Master Association for the Work that the Master Association will perform for the first 24 months. No later than 24 months after Oakwood Communities Inc. has advanced such funds to the District, the District shall fully repay the Oakwood Communities Inc. the full amount without interest.

3. Assessment Report. Master Association shall submit an Assessment Report to the District annually on a date and in a format specified by the District Representative which shall be substantially similar to the form attached as Exhibit E to this Agreement.

4. Financial Report. Master Association will prepare a Financial Report with City showing the expenditures made by Master Association which shall be substantially similar to the form attached as Exhibit F to this Agreement. Such Financial Report shall include all information required by the City Auditor or District Representative or his/her appointed representative. The Financial Report will be filed with the City Auditor and District Representative or his/her designee during each year this Agreement is in force. The Financial Report shall be on a schedule specified by the District Representative, but no more frequently than quarterly.

5. Records. The Master Association's financial records relating to the performance of this Agreement shall be kept and maintained in accordance with the generally accepted accounting principles and in the manner and method prescribed by the City Auditor. These records shall be current, complete and available for inspection as deemed necessary by the City Auditor. The Master Association shall provide all reports, documents or information requested or required by the District relating solely to the performance of the obligations under this Agreement within (10) days of a written request from the District Representative or his/her appointed representative to the designated representative of the Master Association unless a longer period of time is reasonably needed for the Master Association to adequately respond.

6. Surplus Funds. The Master Association may accrue a surplus of funds paid by the District to Master Association, but not expended by Master Association, provided that Master

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Association identifies such surplus in the Assessment Report and shows the use of the surplus along with other assessment funds that may be used for the Work.

7. Adjustment in Expenditure Categories. Master Association is authorized to adjust expenditures in any expenditure category, provided that:

- a. The budgeted total for the relevant period is not exceeded; and
- b. prior written approval is obtained from the District Representative; and
- c. the change does not exceed 15% of a category total.

8. Total Expenditures. The Master Association may not alter any category such that the total expenditures exceed the total budget or the total assessment revenue available, whichever is greater except for emergency expenditures.

9. Term. The term of this Agreement will commence upon its effective date and will terminate on July 1, 2040. Thereafter, the term will be automatically extended on a year-to-year basis upon annual approval of the Assessment Report and related levy of assessments by the District. During the period in which the Agreement is automatically extended, any Party may terminate this Agreement and any executory rights, duties and liabilities accruing in this Agreement by giving written notice of the election to terminate to the other Parties at least thirty (30) days prior to the end of the City's fiscal year. If this agreement is terminated or not renewed, the obligation for all the Work shall immediately be transferred to the District without further notice or action by Master Association or the City.

10. Payments to Master Association. Subject to the provisions of Section 1, the District will advance to Master Association the total amount needed to fund the Work for the next six months as shown in the Budget. Payments will be made quarterly. If deficiencies are found during the City's monthly site inspections, the Master Association will be notified in writing and invoiced for the deficiency charges, as documented in the City's citation form attached to Exhibit C. Provided that such obligation is provided for in the agreement(s) entered into between the Master Association and its contractors, inspection and compliance costs shall be borne by the Master Association's contractors.

11. No Political Activity. Master Association will not use any of the funds it receives pursuant to this Agreement for any expenses, including administration and overhead, in support of any political activity.

12. Reimbursement to District. If the District forces perform any part of the Work due to a failure of performance by the Master Association, Master Association will reimburse District for all costs incurred by District in providing services specifically requested and approved in writing by the Master Association related to this Agreement. Such costs will be determined and certified by the District Representative or his/her designee and forwarded to the Master Association's designated representative. The City will then invoice the Master Association for the cost of the service, which invoice shall be due within 30 days of receipt.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

13. Meeting Notice. Master Association agrees to notify the District Representative of the meeting dates of each meeting of the Board of Directors of Master Association and the District Representative will have the right to attend all meetings of the Board of Directors where the matters to be discussed relate to the performance by the Master Association of the obligations set forth in this Agreement except that in no event shall either the District or the City be entitled to participate in any executive or closed board meetings of the Board.

14. Master Association Independent. Neither the District nor City nor any of its officers or employees will have any control over the conduct of Master Association or any of its employees, except as provided above, and Master Association expressly warrants not in any manner or at any time to represent that its officers, agents, or employees are in any manner the officers, agents, or employees of the District or City, it being distinctly understood that Master Association is and at all times will remain as to the District and City, an independent contractor, and the obligations of Master Association to the District and the City are solely as prescribed by this Agreement.

15. Assignment. Master Association may enter into contracts for the sole purpose of carrying out the Work. This Agreement contemplates that Master Association will be solely responsible for performing the Work, and it is recognized by the Parties that an inducement to District and City for entering into this Agreement was, and is, the ability of Master Association to render these services. Neither this Agreement nor any interest in this Agreement may be assigned by Master Association, the District or City.

16. Comply with Law. As a part of the consideration hereof, Master Association, for itself, personal representatives, successors-in-interest, assignees, and subcontractors, if any, does hereby covenant and agree that, subject to the application of all relevant laws, rules, policies and regulations, including, but not limited to, those relating to discrimination relating to any services or activities furnished pursuant to this Agreement or any subcontract awarded by Master Association, on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS or AIDS related condition, age, disability or handicap, or Vietnam Era veteran status. Master Association shall, as respects the Work, comply with the City's Living Wage Ordinance and, to the extent applicable, to State law requiring the payment of prevailing wage. Additionally, the Master Association will bid out all work, including the maintenance contract, as done for public projects in accordance with State law. All contractors working on public property must have the required state contractor licenses for the particular trade (i.e. C-27 contractor's license required for a landscape maintenance contract). The Master Association defends and indemnifies the City of Oxnard for any claims based on a failure to do so or an error in the process.

17. Notice. Each notice and other communication required or permitted to be given under this Agreement (a "Notice") must be in writing. Notice is duly given to a Party upon (i) its hand delivery to the Party, (ii) its delivery to the Party by facsimile or e-mail when sent to the facsimile number or e-mail address set forth below, as evidenced by a transmission report, (iii)

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

three (3) business days after the Notice has been deposited with the United States Postal Service as first class certified mail, return receipt requested, postage prepaid, and addressed to the Party as set forth below, or (iv) the next business day after the Notice has been deposited with a reputable overnight delivery service, postage prepaid, addressed to the Party as set forth below with next-business-day delivery guaranteed. The contact information of the proper person to receive any Notices is listed below and may be changed by any party at any time by providing written notice as specified in this Section:

If to the District or City, to:

Special Districts Manager
City of Oxnard
305 West Third Street
Oxnard, California 93030
(805) 385-7430
SpecialDistricts@oxnard.org

With Copies to:

Stephen M. Fischer
City Attorney
City of Oxnard
305 West Third Street
Oxnard, California 93030
(805) 385-7483
Stephen.Fischer@ci.oxnard.ca.us

If to Master Association, to:

Carl Renezeder
OXNARD CRFL PARTNERS, LLC
c/o Oakwood Communities, Inc.
64 Maxwell
Irvine, CA 92618
949-719-9040 ext. 303
949-861-8696 (fax)
Carlr@oakwoodcomm.com

With Copies to:

Mark C. Allen, III
The Claremont Land Group Attorneys
5861 Pine Avenue, Suite A-1

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Chino Hills, CA 91709-6540

Tel: (909) 398-4404;

Fax: (909) 398-1883

(909) 333-5254 - Direct

Mark@mcallen3.com

18. Choice of Law. Any disputes arising under this Agreement shall be resolved under the laws of the State of California.

19. Indemnity by Master Association. Master Association shall indemnify, defend and hold District and City including its Council, officers, employees and agents harmless from and against all Claims arising out of or resulting from any gross negligence or willful misconduct on the part of Manager, its employees or agents.

20. Survival of Indemnity. The provisions of Section 19 shall survive termination or non-renewal of this Agreement.

21. Insurance. District may require Master Association to carry liability insurance naming the City and District as additional insureds in such amount and under such terms as the City in its sole and absolute discretion may require. Such insurance shall be at District's sole cost and shall be included as an expense for the Work. Master Association shall not enter into any contract nor perform any of the Work without such insurance being in place and the funds for such insurance are available to Master Association.

22. Default. The failure of any Party to timely perform its obligations under this Agreement, or applicable laws as and when due, shall constitute an "Event of Default" if the defaulting party does not cure such default within 15 days following delivery to the defaulting Party of notice of such default. If the default in question is a non-monetary default that cannot reasonably be cured within that 15-day period, then there shall be no Event of Default so long as the defaulting party commences to cure the default in question within that 30-day period and thereafter diligently and in good faith continues that cure to completion.

23. Remedies. Following an Event of Default, the non-defaulting party shall have the right to exercise all rights and remedies available under this Agreement, the Documents, at law and in equity. If an Event of Default occurs, in addition to all other remedies, the non-defaulting Party shall have the right upon five (5) business days' written notice to terminate this Agreement.

24. Interest. If any amount payable under this Agreement is not paid when due, then that amount and all previously accrued interest, shall bear interest at a rate of 12% percent per annum, compounded daily, until paid in full.

25. Choice of Law. Any disputes arising under this agreement shall be resolved under the laws of the State of California.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

26. Severability. In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the validity, binding effect and enforceability of the remaining provisions shall remain in full force and effect.

27. Waiver. No obligation in this Agreement may be waived at any time except in a writing signed by the Party granting the waiver, and any such waiver shall be limited to its terms and only be effective on a single occasion.

28. Interpretation. Each party equally participated in the preparation of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it was jointly drafted and no presumption or burden of proof shall arise favoring or disfavoring either one of them by virtue of the individual(s) who drafted any of the provisions in this Agreement.

29. Entire Agreement. This Agreement and the attached exhibits constitute the entire agreement of the Parties and supersede all prior and contemporaneous agreements, representations, and understandings of the Parties (whether they are verbal or written) that pertain to thereto.

30. Acts of God. Except as specifically provided in Section 9, above, no Party shall be in default under this Agreement or liable for any nonperformance that is caused by fire, flood, explosion, war, strike, embargo, or any act, order or requirement of a regulatory body, court or legislature, civil or military authority, Act of God, act or omission of any third Party, or other cause beyond such Party's reasonable control during the period and to the extent that such extraordinary condition delays, impairs or prevents such Party's performance.

31. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Facsimiles of signatures shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

[SIGNATURES CONTINUED ON PAGE 8]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Wagon Wheel Master Association, a California nonprofit mutual benefit corporation

September 30th, 2020

SS sean sparks
It's President

Wagon Wheel Community Facilities District No. 2018-01, California public agency

_____, 2020

District Signatory

[SIGNATURES CONTINUED ON PAGE 9]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

Wagon Wheel Master Association, a California nonprofit mutual benefit corporation

_____, 2020

It's President

Wagon Wheel Community Facilities District No. 2018-01, California public agency

October 1
_____, 2020

[Signature]

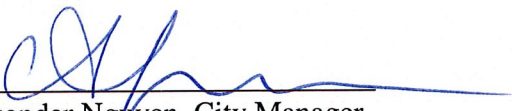
District Signatory

[SIGNATURES CONTINUED ON PAGE 9]

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

The City of Oxnard, a Municipal Corporation of the State of California

October 06, 2020


Alexander Nguyen, City Manager

The foregoing Agreement is hereby approved as to form this 6th day of

October, 2020


Stephen Fischer, City Attorney

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

EXHIBIT A MAINTENANCE PROGRAM

Maintenance Work, Repair and Replacement to be performed by the City of Oxnard and funded by the CFD

1. Storm water catch basins and filter units, See Exhibit B
2. Flood protection concrete walls and footings
3. Flood protection gate , “Flood Gate”, and all appurtenances and equipment
4. Flood protection annual inspection and FEMA certifications
5. Wagon Wheel Road, Spur Drive, Winchester Drive, and Saddle Road street lighting and fixtures, and SCE electric service costs
6. Multi-use Path pedestrian bridge
7. Multi-use Path Retaining Wall adjacent to Oxnard Blvd

Maintenance Work to be performed by the Master Association and funded by the CFD

1. Lot A Park landscape and amenities
2. Lot B Park landscape and amenities
3. Lot C Park landscape and amenities
4. Wagon Wheel Road, Ventura Road, Oxnard Blvd, Winchester Drive, Saddle, and Spur Road landscape irrigation and vegetation parkways, medians, and traffic circles
5. Multi-use Path paving, landscape irrigation and vegetation, amenities, lighting & CCTV.
6. Wagon Wheel Road and Oxnard Blvd Entry landscape and irrigation, lighting, signage, and walls
7. Ventura Road Entry landscape and irrigation, lighting, signage, and walls
8. Caltrans edge landscape and irrigation
9. Cultural preservation elements within CFD areas.

Replacement Costs to be funded by the CFD

1. Lot A Park landscape and amenities
2. Lot B Park landscape and amenities
3. Lot C Park landscape and amenities
4. Wagon Wheel Road landscape parkways, medians, and traffic circle vegetation and irrigation
5. Multi-use Path paving, landscape irrigation and vegetation, amenities and lighting
6. Wagon Wheel Road and Oxnard Blvd Entry landscape and irrigation, signage, lighting, and walls
7. Wagon Wheel and Ventura Road Entry landscape and irrigation, signage, lighting, and walls
8. Caltrans edge landscape and irrigation
9. Cultural preservation elements within CFD areas.

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

**EXHIBIT B
BUDGET FOR MAINTENANCE PROGRAM**

**EXHIBIT C
SPECIMEN MAINTENANCE CONTRACT**

**EXHIBIT D
SCHEDULE SPECIFIED BY THE DISTRICT REPRESENTATIVE**

**EXHIBIT E
FORM OF ASSESSMENT REPORT.**

**EXHIBIT F
FORM OF FINANCIAL REPORT**

REIMBURSEMENT AGREEMENT FOR WAGON WHEEL MASTER ASSOCIATION

EXHIBIT B

Wagon Wheel CFD Annual Budget For Maintenance Program

3-Jun-20

Item	CFD Obligation and Maintenance	Master HOA Maintenance with CFD Funds (Note 1)	City Maintenance with CFD Funds
LANDSCAPE			
Roadway Parkway & Medians	incl	incl	
Oxnard Blvd Parkway & WW Entrance	incl	incl	
Ventura Road Parkway& WW Entrance	incl	incl	
Lot A Park	incl	incl	
Lot B Park	incl	incl	
Lot C Park	incl	incl	
MUP and Exercise Equipment	incl	incl	
Caltrans Edge	incl	incl	
Reserve (not incl MUP underx)	incl	incl	
Landscape Total (Note 2)	\$ 382,107.00	\$ 382,107.00	
Structures			
Lot 16 and 17 MUP Retaining Walls	\$ 1,000.00		\$ 1,000.00
MUP Ped Bridge Maintenance/Repairs	\$ 9,200.00		\$ 9,200.00
STORM DRAIN UNITS			
Labor Crew & Equipment	\$ 16,650.00		\$ 16,650.00
Disposal	\$ 5,500.00		\$ 5,500.00
units and filter replacments	\$ 18,885.00		\$ 18,885.00
FLOOD PROTECTION			
Annual Flood Wall Maintenance/ Inspection	\$ 2,750.00		\$ 2,750.00
Annual Material Replacement / Labor	\$ 14,000.00		\$ 14,000.00
Five Year Certification & FEMA Report	\$ 4,750.00		\$ 4,750.00
Walls and Gate Reserve	\$ 91,100.00		\$ 91,100.00
Special Districts Admin Costs			
Administrative	\$ 10,000.00		\$ 10,000.00
Monthly Site Inspections	\$ 25,000.00		\$ 25,000.00
Budget Administration	\$ 5,000.00		\$ 5,000.00
Total Annual Budget	\$ 585,942.00	\$ 382,107.00	\$ 203,835.00

of Units

1,380

Total Assessments/Unit

\$

424.60

\$

276.89

\$

147.71

Note: 1) MHOA for items to be funded by CFD and paid to Master HOA for maintenances purposes

2) Includes budget of \$382,107 for maintenance and reserve

	# of units	Assigned Special Tax	Total Budget
Residential Property	559	712	398,008
Apartment Property	821	238	195,398
	1,380	950	593,406

**CONTRACT FOR MAINTENANCE OF
COMMUNITY FACILITIES DISTRICTS**

THIS CONTRACT ("Contract") is made and entered this ____ day of _____, 201_ ("Effective Date"), by and between the _____, a California municipal corporation ("City") and _____ ("Contractor").

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, Maps, Standard Plans, Greenbook Standards, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), INS-D and all insurance documentation, the City of Oxnard business license, permits from regulatory agencies, and Addenda. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the Maintenance of the Wagon Wheel Community Facilities District ("Project"), as described in this Contract and in the incorporated Contract Documents. _____ shall remain responsible for any water-conservation goals, requirements, mandates, directives, legislation or rulings (collectively "Regulations"), as may be or become in force at the property serviced by this Agreement. Nothing contained in this Agreement shall serve to shift the burden of compliance with such Regulations on Contractor, or to imply or require that Contractor will be responsible for any or all costs or damages associated with revising the irrigation schedule to accommodate the Regulations (whether such revision has the net effect of less or more irrigation). Contractor is not an agent of the _____; _____ alone shall be responsible for any failure to comply with the Regulations or any of them, any damage caused by or allegedly caused by efforts to comply with or incorporate the Regulations, any and all claims, damages, actions, enforcement proceedings, penalties, assessments, tenders of defense or indemnity asserted by any party.

3. Extra Work. As needed, _____ may contact Contractor to perform work in a good and workmanlike manner for the maintenance of other landscape maintenance districts, some community facilities districts, and/or a waterways assessment district. If Contractor accepts that work either in writing or by beginning any part of the requested work, it shall be paid in accordance with the prices as submitted in its Bid. There is no guarantee of this extra work.

4. Compensation. In consideration of the services rendered hereunder, _____ shall pay Contractor a not to exceed amount of _____ dollars (\$_____) in accordance with the prices as submitted in the Bid.

5. Wages. Contractor shall compensate all of its employees in accordance with both the City of Oxnard's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Contractor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services

under this Agreement. This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Contractor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Contractor fails to compensate such employee pursuant to the Living Wage Policy, _____ shall terminate this Agreement on written notice to Contractor, effective immediately.

d. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to _____ a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within 15 days after the _____ provides written notice to Contractor of the amount owed.

e. In accordance with Labor Code Section 1770 et seq., the Project is a "public work." The Contractor 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 Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Contractor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit B** and incorporated herein by this reference.

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 any 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 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

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

Contractor _____

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

Master HOA _____

By: _____

_____ requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners.

INSURANCE REQUIREMENTS FOR MAINTENANCE OF COMMUNITY FACILITY DISTRICT AGREEMENT

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 \$5,000,000 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. **If construction work is being performed under this Contract:** Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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.

1. 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-Z. 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. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

2. 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.

3. 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-Z or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. 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.

5. 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.

6. 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-Z.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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$5,000,000 PRODUCTS COMP/OP AGG. \$5,000,000 PERSONAL & ADV. INJURY \$5,000,000 EACH OCCURRENCE \$5,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER 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, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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 Telephone: _____		Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)					
TYPE OF INSURANCE GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE		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 _____					
COVERAGES GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____					
CLAIMS MADE Retroactive Date _____ Occurrence _____		LIABILITY LIMITS IN THOUSANDS \$ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		EACH OCCURRENCE	AGGREGATE		
EACH OCCURRENCE	AGGREGATE						
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. _____ 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	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
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 _____	

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 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 Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 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, 2017**

- a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

EXHIBIT B: PREVAILING WAGE 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. 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 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 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 shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. 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.

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 permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including 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 consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

GENERAL PROVISIONS

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or

similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – _____

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals [see Greenbook].

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."



COMMUNITY FACILITIES DISTRICT MAINTENANCE CITATION FORM

District Name:

Deficiency Date(s):

Maintenance Item	Deficiency	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf					
Mowing, Edging & Trimming			\$300.00	\$600.00	\$1,200.00
Aeration			\$200.00	\$400.00	\$800.00
Dethatching			\$100.00	\$200.00	\$400.00
Overseeding			\$100.00	\$200.00	\$400.00
Removal of grass clippings and debris			\$300.00	\$600.00	\$1,200.00
Fertilization					
Turf			\$200.00	\$400.00	\$800.00
Shrubs, Groundcover, Vines			\$200.00	\$400.00	\$800.00
Trash and Debris Removal			\$300.00	\$600.00	\$1,200.00
Weed Control			\$300.00	\$600.00	\$1,200.00
Pest Control			\$200.00	\$400.00	\$800.00
Pruning and Trimming					
Shrubs, Groundcover, Vines			\$200.00	\$400.00	\$800.00
Trees			\$300.00	\$600.00	\$1,200.00
Removal of plant clippings and debris			\$300.00	\$600.00	\$1,200.00
Graffiti			\$200.00	\$400.00	\$800.00
Irrigation			\$200.00	\$400.00	\$800.00

Please note, citation is not based upon specific location, it is based upon occurrence each month as a result of monthly inspections and the property is viewed in it's total

Comments:

6-3 *SUSPENSION OF THE WORK [see Greenbook].*

6-3.1 *General [see Greenbook].*

6-3.2 *Archeological and Paleontological Discoveries [see Greenbook].*

6-4 *TERMINATION OF THE CONTRACT FOR DEFAULT.*

Greenbook Section 6-4 is not incorporated.

6-4.1 *General.*

Greenbook Section 6-4.1 is not incorporated.

6-4.2 *Notice to Cure.*

Greenbook Section 6-4.2 is not incorporated.

6-4.3 *Notice of Termination for Default.*

Greenbook Section 6-4.3 is not incorporated.

6-4.4 *Responsibilities of the Surety.*

Greenbook Section 6-4.4 is not incorporated.

6-4.5 *Payment.*

Greenbook Section 6-4.5 is not incorporated.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE.*

Greenbook Section 6-5 is not incorporated.

6-6 *DELAYS AND EXTENSIONS OF TIME.*

6-6.1 *General.*

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 *Extensions of Time.*

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor."

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

"If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work 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 Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 *Copies of Wage Rates [additional to the Greenbook].*

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 Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 *Payroll Records.*

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor

shall forfeit one hundred dollars (\$100) for each Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR *[additional to the Greenbook]*.

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook]*.

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook]*.

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- 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;
- 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
- 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.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2016-17, Contractor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook]*.

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. 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.

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. 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 (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook]*.

Contractor 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.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook]*.

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

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 or 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. 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.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook]*.

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 *INSURANCE [see Greenbook]*.

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 *INDEMNIFICATION [additional to the Greenbook]*.

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook]*.

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any

and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Nonwaiver of Rights *[additional to the Greenbook]*.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook]*.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook]*.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with

the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise

specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook]*.

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook]*.

7-10.2.1 Traffic Control Plan (TCP) *[additional to the Greenbook]*

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and

channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 *Haul Routes.*

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 *Safety [see Greenbook].*

- 7-10.4.1** ***Work Site Safety [see Greenbook].***
- 7-10.4.1.1** ***General [see Greenbook].***
- 7-10.4.1.2** ***Work Site Safety Official [see Greenbook].***
- 7-10.4.2** ***Safety Orders [see Greenbook].***
- 7-10.4.2.1** ***General [see Greenbook].***
- 7-10.4.2.2** ***Shoring Plan [see Greenbook].***
- 7-10.4.2.3** ***Payment [see Greenbook].***
- 7-10.4.3** ***Use of Explosives [see Greenbook].***
- 7-10.4.4** ***Hazardous Substances [see Greenbook].***
- 7-10.4.5** ***Confined Spaces [see Greenbook].***
- 7-10.4.5.1** ***Confined Space Entry Program (CSEP) [see Greenbook].***
- 7-10.4.5.2** ***Permit-Required Confined Spaces [see Greenbook].***
- 7-10.4.5.3** ***Payment [see Greenbook].***
- 7-10.5** ***Security and Protective Devices.***
- 7-10.5.1** ***General [see Greenbook].***
- 7-10.5.2** ***Security Fencing [see Greenbook].***
- 7-10.5.3** ***Steel Plate Covers [see Greenbook].***
- 7-10.5.4** ***Protection of the Public [additional to the Greenbook].***

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies [additional to the Greenbook].

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices [additional to the Greenbook].

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractors vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

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

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook]*.

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 Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook]*.

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook]*.

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook]*.

9-2 LUMP SUM WORK *[see Greenbook]*.

9-3 PAYMENT.

9-3.1 General *[see Greenbook]*.

9-3.2 Partial and Final Payment *[additional to Greenbook]*.

Each month, Contractor shall submit its standard invoice to the City.

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials [see Greenbook].

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS [additional to the Greenbook]

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor 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 Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor's employees and agents,

including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and 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.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17 NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-18 SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS [see Greenbook].

800-1.1 Topsoil [see Greenbook].

800-1.1.2 Class "A" Topsoil [see Greenbook].

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials [see Greenbook].

800-1.2.1 General [see Greenbook].

800-1.2.2 Manure [see Greenbook].

800-1.2.3 Commercial Fertilizer [see Greenbook].

800-1.2.4 Organic Soil Amendment [see Greenbook].

800-1.2.5 Mulch [see Greenbook].

800-1.3 Seed [see Greenbook].

800-1.4 Plants [see Greenbook].

- 800-1.4.1 **General [see Greenbook].**
- 800-1.4.2 **Trees [see Greenbook],**
- 800-1.4.3 **Shrubs [see Greenbook].**
- 800-1.4.4 **Flatted Plants [see Greenbook].**
- 800-1.4.5 **Sod and Stolons (turf grass) [see Greenbook].**
- 800-1.4.6 **Cuttings [see Greenbook].**
- 800-1.5 **Headers, Stakes, and Ties.**

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

801-2 EARTHWORK AND TOPSOIL PLACEMENT [see Greenbook].

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparationg and Conditioning [see Greenbook].

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be sacrificed and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures [see Greenbook].

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

- 801-4.1 **General [see Greenbook].**
- 801-4.2 **Protection and Storage [see Greenbook].**
- 801-4.3 **Layout and Plant Location [see Greenbook].**
- 801.4.4 **Speciman Planting [see Greenbook].**
- 801.4.5 **Tree and Shrub Planting [see Greenbook].**
- 801-4.6 **Plant Staking and Guying [see Greenbook].**
- 801.4.6.1 **Method “A” Tree Staking [see Greenbook].**
- 801.4.6.2 **Method “B” Tree Staking [see Greenbook].**
- 801-4.6.3 **Guying [see Greenbook].**
- 801-4.7 **Ground Cover and Vine Planting [see Greenbook].**
- 801-4.8 **Lawn Planting [see Greenbook].**
- 801-4.8.1 **General [see Greenbook].**
- 801-4.8.2 **Seed [see Greenbook].**
- 801-4.8.3 **Sod [see Greenbook].**
- 801-4.8.4 **Stolon Planting**

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9 **Erosion Control Planting [see Greenbook].**
- 801-4.9.1 **General [see Greenbook].**
- 801-4.9.2 **Straw Stabilization**

Greenbook Section 801.4.9.2 is not incorporated.

- 801-4.9.3 **Seeding and Mulching [see Greenbook].**
- 801-4.9.4 **Sprigging [see Greenbook].**
- 801-4.9.5 **Watering [see Greenbook].**

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard is to post treatment of park turf areas two (2) days prior to application as notification to residents.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

1000-5-2

Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 *TURF WEED CONTROL*

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

SECTION 2000. *SHRUB, VINE AND GROUNDCOVER MAINTENANCE***2000-1 *PRUNING AND EDGING.***

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 *GROUNDCOVER PRUNING.*

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2000-3 *FERTILIZATION.*

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect or disease related

problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work on property. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release)

tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 *WATER.*

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 *STAKING.*

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. *GENERAL SITE MAINTENANCE*

4000-1 *LITTER AND DEBRIS CONTROL.*

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-2 *PARK AMENITIES*

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Maintenance of park amenities including restrooms, playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers will be maintained through a separate janitorial contract. However, if Contractor notices any park amenities that need service or repair, they are to be reported to the City for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-3 *ELECTRICAL SYSTEM LIGHTING.*

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 *WATER AND ELECTRICAL COSTS.*

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 *GRAFFITI*

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 *VANDALISM AND THEFT.*

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 *LANDSCAPE REPLACEMENT.*

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 *INSPECTIONS.*

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 *RESPONSE AND INQUIRIES.*

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by

phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 *TRAFFIC CONTROL.*

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 *DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.*

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, at minimum, detention basin fencing should be pressure washed to remove any webs, plant material and dirt from the fence.

4000-12 *DETENTION BASINS.*

Contractor shall trim away any plant material from the fence to mitigate encroachment of plant materials between public areas and detention basins quarterly. Contractor should maintain all vegetation within the detention basin on an annual basis in the month of October, trimming plant material to provide for maintenance access and visibility. Contractor shall clean out any detention basin drains annually to ensure adequate drainage for the rainy season. Contractor shall notify Project Manager or his or her representative of any dead or dying plant material so it can be replaced to mitigate erosion.

4000-13 *NATURE TRAIL.*

Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance.

4000-14 *SOFTWARE.*

Contractor will be required to utilize the Cappsure program during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc. There will be no cost to the Contractor and initial set up and training will be offered by the City of Oxnard once the contract is awarded.

4000-15 *DOG PARK*

Contractor will work with Project Manager or his or her representative to schedule a regular closure day and time for dog park maintenance.

SECTION 5000. *LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET*

5000-1 *INSTRUCTIONS FOR USE.*

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 *CHEMICALS AND FERTILIZERS.*

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 *WEATHER.*

Chemical types and applications must be applied based upon the weather conditions.

5000-4 *INSECT, DISEASE AND NUTRIENT PROBLEMS.*

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 *EXTRA VISITS.*

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 *NUTRIENTS.*

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

Exhibit D

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 3

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X
Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
Trash and Debris Removal	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X
Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X
Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X
Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Irrigation		Frequency	Level of Service				
			A	B	C	D	F
Inspect and adjust/repair as needed		Daily	X				
		Every two weeks		X			
		Every Third week			X		
		Quarterly				X	
		Respond to complaints					X
Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	X					
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly		X				
	Trim as needed to prevent encroachments or hazards			X	X		
	Report encroachments or hazards					X	

WAGON WHEEL DISTRICTS' SITE MAP
(Copies are available for purchase at CyberCopy in Ventura)

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X
Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X
Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X
Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X
Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X
Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 3**

Irrigation		Frequency	Level of Service				
			A	B	C	D	F
Inspect and adjust/repair as needed		Daily	X				
		Every two weeks		X			
		Every Third week			X		
		Quarterly				X	
		Respond to complaints					X
Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X



www.FinanceDTA.com

EXHIBIT E

City of Oxnard
300 West 3rd Street
Oxnard, CA 93030

Dated: September 3, 2020

RE: Intent to Levy Special Taxes for Fiscal Year 2019-20

Dear Ms. Cooper or Authorized Representative,

DTA has been retained by the California Statewide Communities Development Authority ("CSCDA") as the administrative consultant for Community Facilities District ("CFD") No. 2018-01 (Wagon Wheel) located in the City of Oxnard (the "City") and is sending you this letter in that capacity. You are receiving this letter because you have been identified as an authorized representative for the City ("Authorized Representative") and DTA requires confirmation from you to levy special taxes for fiscal year ("FY") 2019-20. The following table identifies the FY 2019-20 maximum CFD special taxes applicable for the City:

District Name	Applicable CFD Special Tax City of Oxnard	Maximum Special Tax FY 2019-20
CSCDA CFD No. 2018-01 (Wagon Wheel)	Wagon Wheel Services Special Tax	\$726 per Dwelling Unit \$243 per Apartment Unit \$12,601 per Undeveloped Acre

It is important that DTA receive email confirmation that the City intends to levy special taxes for the upcoming fiscal year. Please complete the table below and send to DTA, a copy of this letter with the completed table below.

District Name	Intend to Levy Special Taxes for FY 2019-20	Total Required Special Tax FY 2019-20 - Estimated
CSCDA CFD No. 2018-01 (Wagon Wheel)	[YES] [NO]	
Authorized Signature		Date
Full Name		

Please do not hesitate to contact me at (800) 969-4382 if you have any questions.

Sincerely,

Nathan D. Perez, Managing Director

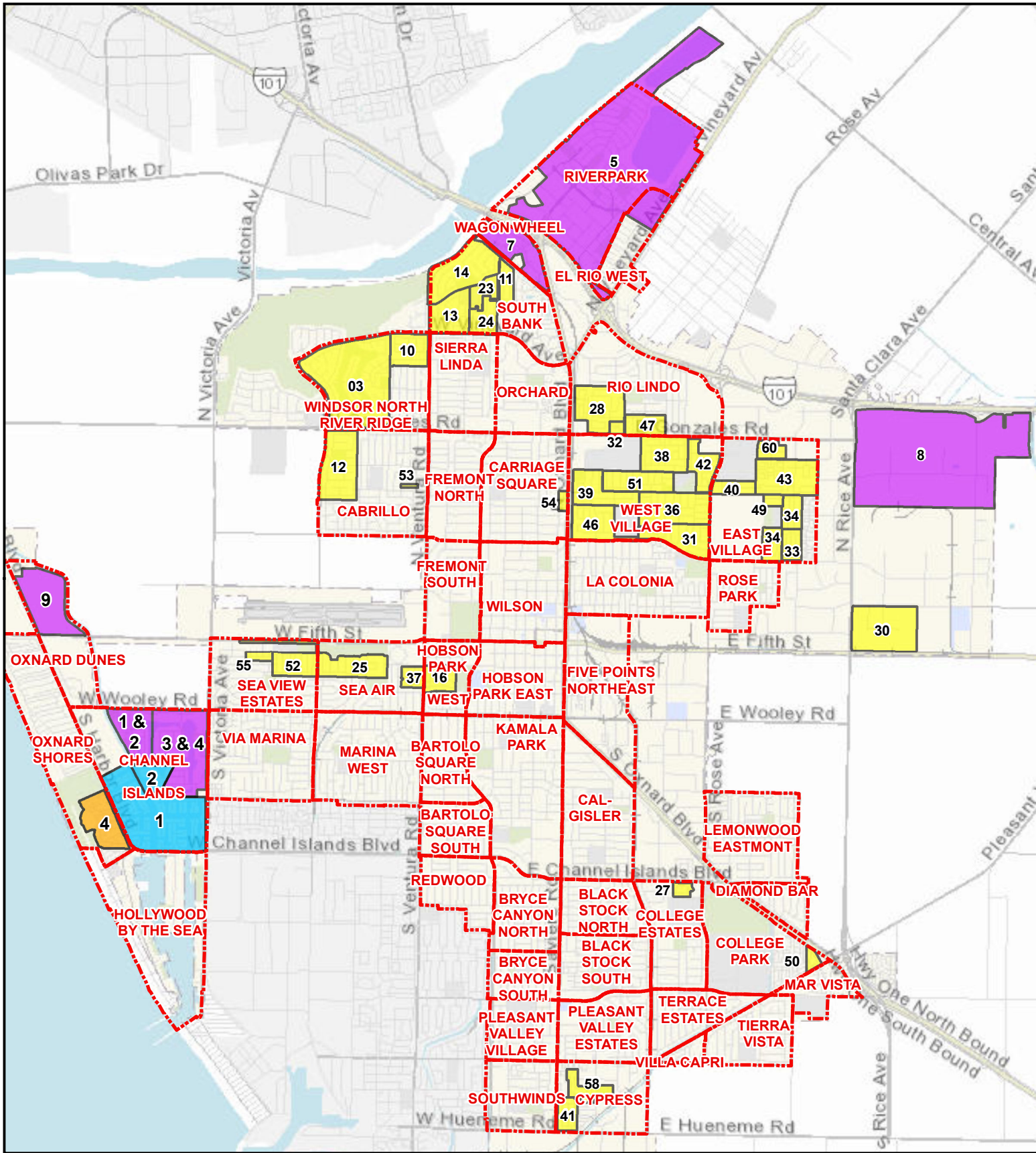
EXHIBIT F
Wagon Wheel Forecast Annual Maintenance Cost
Fiscal Year _____

Item	City CFD Obligation and Maintenance	Master HOA (note 1) and Maintenance	City Maintenance and Inspection	Sub Assoc HOA
LANDSCAPE				
Roadway Parkway & Medians				
Oxnard Blvd/WW Entrance				
Ventura Road/WW Entrance				
Lot A Park				
Lot B Park				
Lot C Park				
MUP Undercrossing				
MUP/Exercise Eqmt				
Caltrans Edge				
Reserve (not incl MUP underx)				
Total (2)				
Park & Ride				
50 spaces and Kiosks Maint				
Reserve				
Structures				
Lot 16 and 17 MUP Walls Reserve				
MUP Undercrossing Reserve				
STORM DRAIN UNITS				
Labor Crew & Equipment				
Disposal				
units and filter replacments				
FLOOD PROTECTION				
Annual Flood Wall Maintenance/ Inspection				
Annual Material Replacement / Labor				
Five Year Certification & FEMA Report				
Walls and Gate Reserve				
SOUND WALLS & INT LANDSCAPE				
Caltrans Edge				
Oxnard Blvd Edge				
UPRR Edge				
Interior Landscape/Amenities				
Speical Districts Admin Costs				
Administrative				
Monthly Site Inspections				
Budget Administration				
Total Annual Budget				

Wagon Wheel Forecast Annual Maintenance Cost
Fiscal Year 24/25

Item	City CFD Obligation and Maintenance	Master HOA Obligation and Maintenance/CFD Funded	City Maintenance and Inspection (4)	Sub Assoc HOA (5)
LANDSCAPE				
Contracted Landscape Maintenance (incl. supplies and cont.)		\$ 142,008.00		
Roadway Parkway & Medians	\$ -	incl	\$ -	\$ -
Oxnard Blvd/WW Entrance	\$ -	incl	\$ -	\$ -
Ventura Road/WW Entrance	\$ -	incl	\$ -	\$ -
Lot A Park	\$ -	incl	\$ -	\$ -
Lot B Park	\$ -	incl	\$ -	\$ -
Lot C Park	\$ -	incl	\$ -	\$ -
MUP/Exercise Eqmt	\$ -	incl	\$ -	\$ -
Caltrans Edge	\$ -	incl	\$ -	\$ -
Irrigation Repairs	\$ -	\$ 3,000.00	\$ -	\$ -
Plant Replacement	\$ -	\$ 10,000.00	\$ -	\$ -
Tree Maintenance	\$ -	\$ 15,600.00	\$ -	\$ -
Bollard Lighting & Signage for Parks	\$ -	\$ 10,000.00	\$ -	\$ -
SubTotal	\$ -	\$ 180,608.00	\$ -	\$ -
PARK & RIDE				
50 spaces and Kiosks Maint	\$ -	\$ -	\$ -	\$ -
Reserve	\$ -	\$ -	\$ -	\$ -
SubTotal	\$ -	\$ -	\$ -	\$ -
STRUCTURES				
Structures Replacement and Maintenance	\$ -	\$ 5,000.00	\$ -	\$ -
Lot 16 and 17 MUP Walls Reserve	\$ -	\$ -	\$ -	\$ -
MUP Undercrossing Reserve	\$ -	\$ -	\$ -	\$ -
Structure Reserve	\$ -	\$ -	\$ -	\$ -
SubTotal	\$ -	\$ 5,000.00	\$ -	\$ -
STORM DRAIN UNITS				
Labor Crew & Equipment	incl.	\$ -	\$ -	\$ -
Disposal	incl.	\$ -	\$ -	\$ -
Units and Filter Replacements	incl.	\$ -	\$ -	\$ -
SubTotal	\$ -	\$ -	\$ -	\$ -
FLOOD PROTECTION				
Annual Flood Wall Maintenance/ Inspection	\$ -	\$ -	\$ -	\$ -
Annual Material Replacement / Labor	\$ -	\$ -	\$ -	\$ -
Five Year Certification & FEMA Report	\$ -	\$ -	\$ -	\$ -
Walls and Gate Reserve	\$ -	\$ -	\$ -	\$ -
SubTotal	\$ -	\$ -	\$ -	\$ -
SOUND WALLS & INT LANDSCAPE				
Caltrans Edge	\$ -	\$ -	\$ -	tbd
Oxnard Blvd Edge	\$ -	\$ -	\$ -	tbd
UPRR Edge	\$ -	\$ -	\$ -	tbd
Interior Landscape/Amenities	\$ -	\$ -	\$ -	tbd
SubTotal	\$ -	\$ -	\$ -	\$ -
SPECIAL DISTRICTS ADMINISTRATION	inclusive			
Administrative	\$ -	\$ -	\$ -	\$ -
Indirect Prorated Charge	\$ 3,496	\$ -	\$ -	\$ -
Monthly Site Inspections	\$ -	\$ -	\$ -	\$ -
Budget Administration	\$ 65,608.00	\$ -	\$ -	\$ -
SubTotal	\$ 69,104.00	\$ -	\$ -	\$ -
UTILITIES (3)				
Electric	\$ -	\$ 5,719.86	\$ -	\$ -
Water	\$ -	\$ 9,606.29	\$ -	\$ -
Wastewater/Stormwater Maintenance	\$ -	\$ 18,000.00	\$ -	\$ -
Gas	\$ -	\$ -	\$ -	\$ -
SubTotal	\$ -	\$ 33,326.15	\$ -	\$ -
SPECIAL PROJECTS AND RESERVES(2)				
Reserve (not incl MUP underx)	\$ -	\$ -	\$ -	\$ -
Additional Reserve Fund Contributions	\$ -	\$ -	\$ -	\$ -
Community Requested Improvements	\$ -	\$ -	\$ -	\$ -
Outstanding Reimbursements (1)	\$ 136,532.45	\$ -	\$ -	\$ -
Additional CalTrans Slope Maintenance Reimbursement	\$ -	\$ -	\$ -	\$ -
SubTotal	\$ 136,532.45	\$ -	\$ -	\$ -
SubTotal Each Column	\$ 205,636.45	\$ 218,934.15	\$ -	\$ -
Total Annual Budget	\$ 424,570.60			
Anticipated Special Tax Revenue (FY23/24)	\$ 326,765.85			

CITY OF OXNARD ASSESSMENT DISTRICTS & NEIGHBORHOODS



- Neighborhood
- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)



CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. I.9

DATE: November 19, 2024

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Submittal of Grant Application to the Clean Power Alliance (CPA), Energized Communities Innovation Grant Fund Project to be Used for the Lamppost EV Charging Pilot.

RECOMMENDATION

That the City Council:

1. Authorize the City Manager to apply for the CPA Innovation Grant in the amount of \$250,000;
2. Authorize the City Manager or designee to execute grant agreements and appropriate grant funds upon confirmation of the grant award;
3. Authorize the Chief Financial Officer or designee to submit financial reports and grant claims; and
4. Authorize the City Manager or designee to submit all program-related progress or status reports.

BACKGROUND

The City joined the CPA in 2018. The City continues to evaluate CPA programs and opportunities to further the programs identified within the City Council approved Climate Action and Adaptation Plan (CAAP). The CPA Energized Communities Innovation Fund Grant (The Innovation Fund) will further the City's CAAP goal of advancing Electric Vehicle (EV) Charging infrastructure (CAAP program goal T:1 - 1,500 EV chargers by 2030). The grant supports projects that promote decarbonization, energy equity, reduce greenhouse gas emissions, and help cities reach climate goals. Innovation Grant Funds can be used for EV infrastructure, operations, and maintenance, and cannot be used for staff time.

The Innovation Fund application window is competitive and is open for municipal applicants from October 1–December 4, 2024. CPA will award funds in Spring 2025 and all funds must be expended by Spring 2027 (completion of project and all funds expended within two years). The City intends to apply for the maximum award of \$250,000 and no match funds are required for this grant.

ANALYSIS/DISCUSSION

The City grant project is a Lamppost Electric Vehicle (EV) Charging Pilot. The pilot project aims to promote more accessible public EV charging in the city. CPA funds would be utilized to install Level 2 EV charging stations utilizing the existing lampposts along the A Street corridor between 3rd Street and 7th Street in Downtown Oxnard (see attached map and example equipment specification). Level 2 EV charging refers to vehicle charging which takes approximately four hours to secure a full charge. The EV equipment will be accessed by vehicles parked in the diagonal parking stalls adjacent to the Lamppost EV Charger. This type of EV installation requires no trenching, is minimally disruptive and installation can be completed within approximately 1 hour per lamppost. The retrofitted Lamppost EV Chargers within the subject area will be selected with consideration to future development projects and maximizing utilization. The total number of retrofitted Lamppost EV Chargers will depend upon the City's selected contractor, negotiated contract terms and cost. Staff anticipates that approximately three (3) to five (5) Lamppost EV Chargers can be installed within the

subject area.

There are many benefits to implementing the Lamppost EV Charging Pilot:

- Data Collection - The pilot will be used to collect and evaluate EV utilization metrics in the Downtown area. Utilization metrics will allow City staff to make better decisions about the potential of expanding Oxnard's EV network.
- Marketing and Expanding the EV Transition - This pilot is intended to give potentially new EV users comfort when deciding to transition to using an EV. Further, this pilot will ensure existing EV owners, who do not have at-home EV charging, will have access to charging.
- Boosts Downtown Economy - While EV users wait for their vehicles to charge, they can spend time walking around, running errands, or shopping, thus increasing foot traffic and overall activity in the area.
- Efficient Use of Resources - Unlike traditional Level 2 EV charging stations, Lamppost EV Charging utilizes existing infrastructure, eliminating the need for permanent and expensive construction such as trenching and new electrical conduits. With the final installation, the city's lampposts will serve dual purposes: both lighting and EV charging.
- Reducing Citywide GHG Emissions - Implementing this program will contribute to achieving Oxnard's Zero-Emission Vehicle CAAP goal of installing 1,500 (public and private) EV charging stations.

NEXT STEPS

If the City receives the grant award, the City will issue a Request for Proposal (RFP) to secure a partnership with a third-party EV charging station contractor and vendor. The vendor will be responsible for installation, operation, and maintenance of EV Lamppost equipment. The terms of the lease agreement will be dependent upon final CPA grant requirements, as well as contract terms negotiated with the vendor. The contract will be structured so that the City is not responsible for costs incurred due to the anticipated increases in energy utilization. Additionally, these increased utilization costs will be covered by EV charging customers, with rates to be determined during site lease negotiations once a vendor is selected. The agreement with the selected vendor will specify that the vendor will secure all necessary City permits, share utilization metrics with the City, and remove equipment at the end of the contract should the City desire the removal of the EV equipment. The agreement with the selected vendor will be presented to the City Council for 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.

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, promote safe neighborhoods, encourage community engagement, and support our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

There is no financial impact from applying for CPA's Innovation Fund. If the grant is awarded, \$250,000 in grant revenue will be recognized and appropriated for the project to the State & Local Grant Fund (210). There is no matching funding required.

COMMITTEE OUTCOME

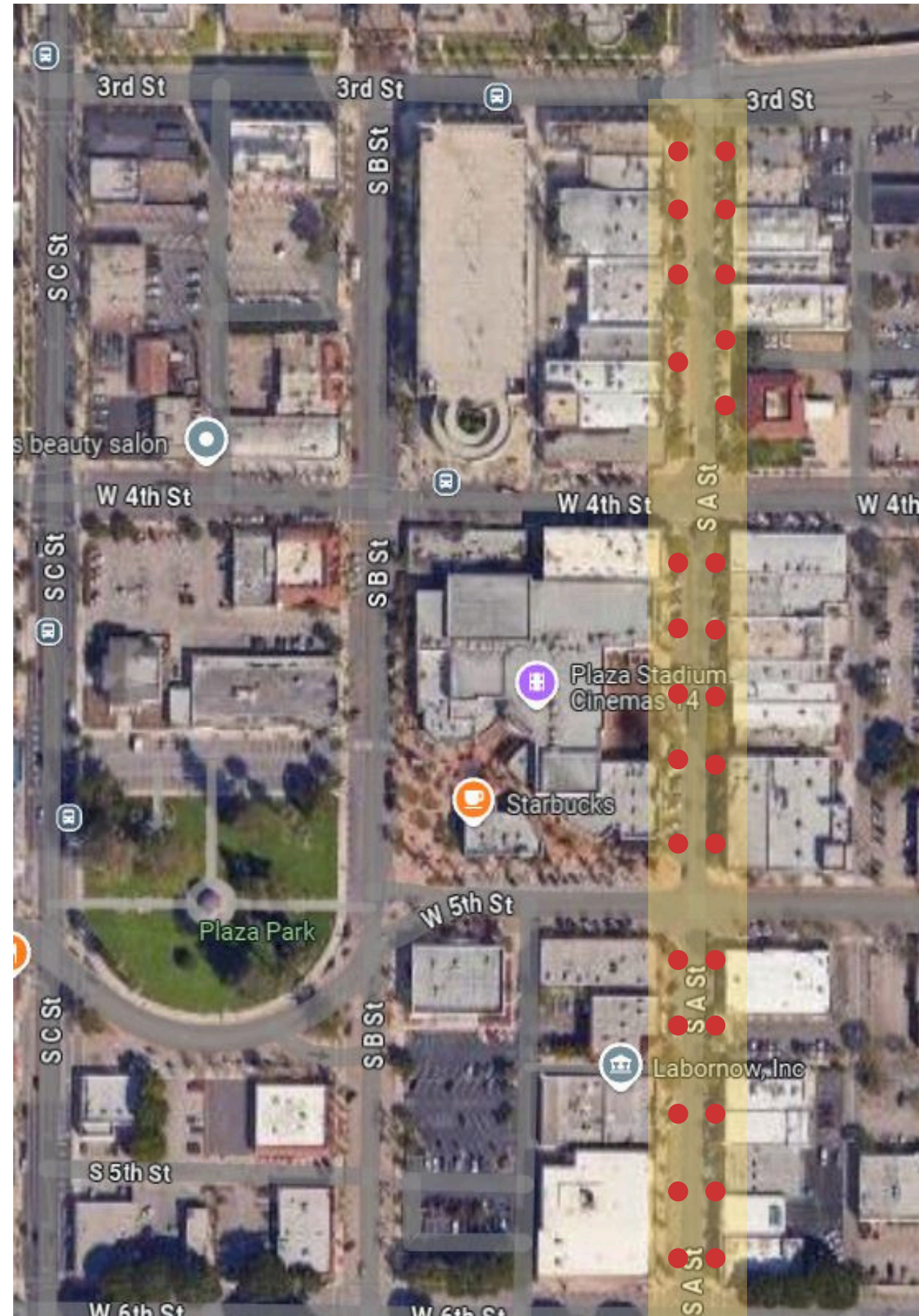
This item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Ashley Barden, Sustainability Analyst

ATTACHMENTS

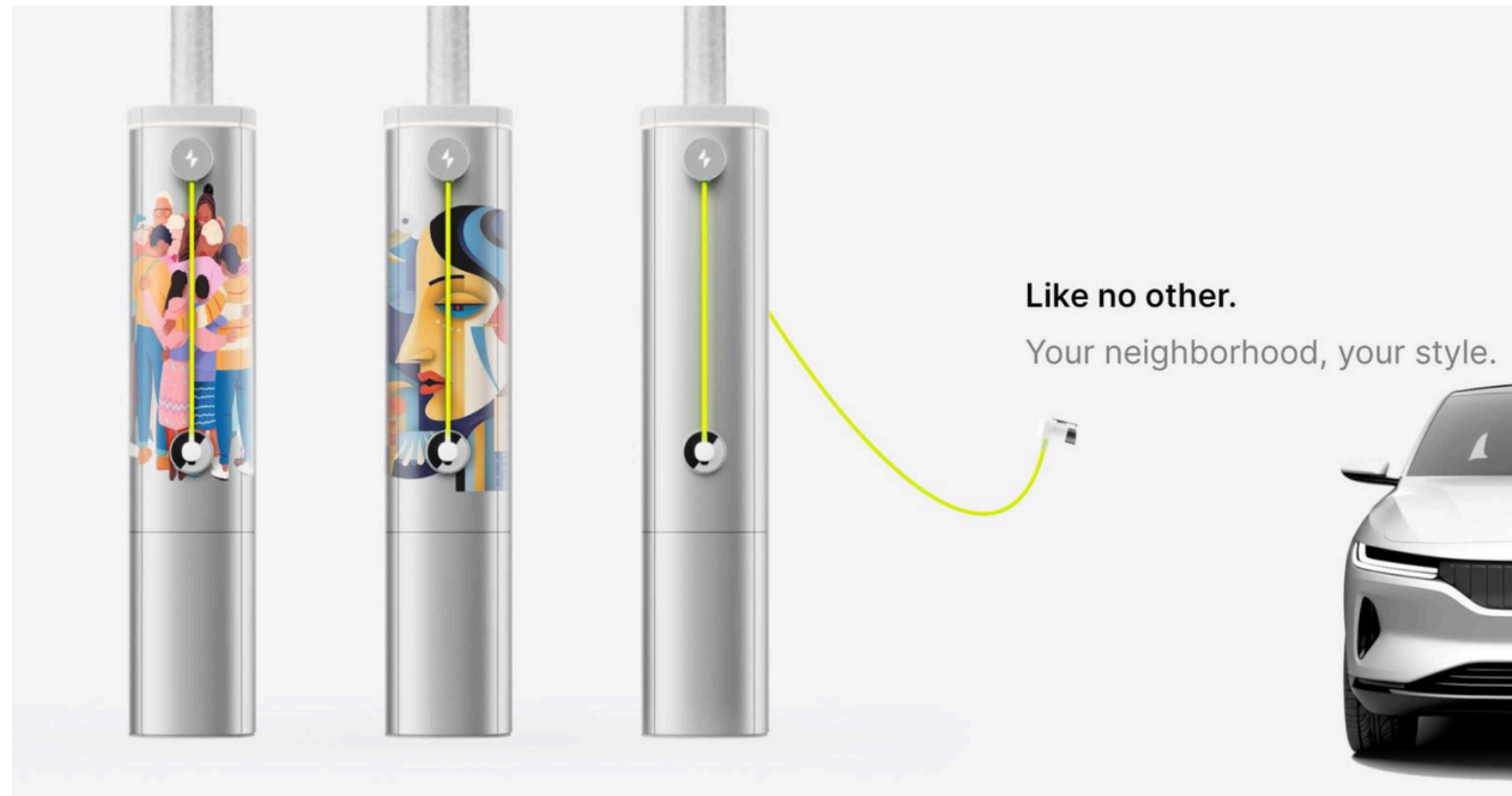
1. Conceptual Map of Pilot EV Installation and Equipment Specifications

Project Boundary Map



-  Project Boundary
-  Existing Lamppost

Conceptual Equipment Specification



For illustrative purposes only



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.1

DATE: November 19, 2024

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Approval of the Downtown Oxnard Improvement Association Annual Work Plan and Budget for Fiscal Year 2024-25. (10 minutes)

RECOMMENDATION

That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2024-25.

(As of the date of this City Council agenda being posted, there is not yet an outcome from the November 12, 2024, Community Services, Public Safety, and Housing & Development Committee. Staff is available to answer any questions.)

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

BACKGROUND

In 2000, the City Council established the Oxnard Downtown Management District ("District"), a property-based business improvement district. The City Council adopted a resolution to approve the levy and collection of assessments against real property within the District annually. The City is the largest property owner in the District and also serves as the pass-through entity that levies the assessments for the District.

In 2019, the Oxnard Downtown Management District became a 501(c)(3), a public benefit nonprofit corporation incorporated as the Downtown Oxnard Improvement Association ("DOIA").

On June 1, 2021, the City of Oxnard entered into a Management and Disbursement Agreement ("Agreement") with DOIA who administers the assessment funds collected. The purpose of this Agreement is to establish the contractual relationship between the City and DOIA. Pursuant to Section 4.7.1, Reports, Work Plans and Budgets of the Agreement, the Downtown Oxnard Improvement Association is to prepare an annual work plan and budget in accordance with Section 36650 of the Streets and Highways Code and Article XIII.D of the California Constitution.

Per the agreement, the annual work plan and budget will be considered and approved by the City Council each year before December 1st.

In July 2024, the Oxnard Downtown Management District was renewed for a fifth time for a five-year term which begins on January 1, 2025 and was expanded north to include a two-block area between Second and First Street, increasing the number of parcels in the District from 404 to 433. Owners of real property within the District boundaries, depicted in Attachment 1 – 2024-2029 District Boundaries, pay a special assessment, which funds supplemental services and improvements over and above the City's baseline services.

The assessment increased by \$65,778 to \$578,182 resulting from the expanded area and a modified assessment for multi-family residential properties.

DISCUSSION

The Annual Work Plan

DOIA's fiscal year is December 1, 2024 – November 30, 2025. For fiscal year 2024-25, the annual work plan was developed over a series of meetings held by the four DOIA committees that oversee each category and consolidated at a special board work plan development session held on October 10, 2024. DOIA's four committees include the Organization Administration, District Identity and Placemaking, Civil Sidewalks, and Land Use Committees.

The purpose and goals of each of DOIA's committees is described below.

Organization Administration

The Organization Administration Committee oversees staff and day-to-day operations including insurance, finance, board policies, meetings, fundraising, and government relations. Proposed actions to be carried out by the Organization Administration Committee include outreaching to new members in the expanded District area, providing educational opportunities to board members, increasing stakeholder communications, recruiting volunteers, making presentations to community organizations, hosting business networking events, updating databases, surveying merchants and property owners, and applying for grants.

District Identity and Placemaking

The goal of the District Identity and Placemaking committee is to enhance downtown Oxnard's brand, improve public perception, and position the District as a regional business and cultural attraction. Proposed projects include building out a visitor center to promote downtown attractions, expanding partnerships with local colleges, engaging artists and arts organizations, creating pop-up cultural experiences, promoting targeted business promotions, providing guidance to third party event organizers, reaching 20,000 followers on Instagram, installing street pole banners, and improving landscaping and container gardens.

Civil Sidewalks

The purpose of the Civil Sidewalks committee is to ensure that a clean and safe downtown is being maintained including store frontage, public parking lots, and alleyways. This committee also oversees the maintenance provider contract and relations with the Public Works and Oxnard Police departments. Proposed projects include hosting monthly meetings with safe and clean stakeholders (Oxnard Police Department, Clean Team, District Safety, and Homeless Services), working with faith-based organizations on homeless outreach, providing Narcan training to staff, deploying security cameras, organizing District cleanup events, and advocating for signs in public parking lots.

Land Use

The Land Use committee oversees all issues related to parking, transportation, planning, zoning, new developments, and outdoor dining encroachments. Proposed projects include compiling market data on vacant properties, pedestrian and traffic counts, promoting available buildings and spaces downtown as investment opportunities, activating underutilized properties, and recruiting specialty retail.

For a full description of each committee's proposed projects and activities, please see Attachment 2- Proposed FY 2024-25 Work Plan.

Fiscal Year 2024-25 Operating Budget

The total fiscal year 2024-25 DOIA budget is \$578,182 and is divided into four categories corresponding with four committee areas. The proposed downtown improvements and activities include street, sidewalk, alley and parking lot cleaning, a public safety program, downtown business promotions and event marketing, expansion of physical amenities throughout Downtown, and other improvements and activities which benefit businesses and real property located within the District.

Civil Sidewalks receives the largest portion of the budget. It consists of 58% of the total budget or \$335,000. These funds support maintenance and security contracts that enhance the District's appearance and safety.

The budget for District Identity and Placemaking is \$83,995 and includes advertising, banners, event production, printing, public art, website hosting, and holiday décor.

The budget for Administration and Operations is \$159,187 and includes items salaries and wages of the executive director and program coordinator, rent, utilities, insurance, supplies, and all other items relating to the day-to-day operations of the organization.

The Land Use Committee is not allocated a budget.

FY 2024-25 District Annual Work Plan Budget	
Annual Work Plan	FY 24-25 Allocation
Civil Sidewalks	\$335,000
District Identity	\$83,995
Administration	\$159,187
Land Use	0%
Total	\$578,182

Revenue

The total projected revenue of \$610,006 includes \$45,188 from the previous year’s retained earnings, \$551,818 from property assessments, and \$13,000 from events income.

DOIA projects to carry over \$31,824 in retained earnings to fiscal year 2025 – 26.

Please see Attachment 3- DOIA 2024-25 Budget for a copy of the complete operating budget for fiscal year 2024-25.

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.

FINANCIAL IMPACT

There is no financial impact associated with the recommended action. The city's adopted fiscal year 2024-25 General Fund (101) budget allocated \$156,052.78 for payment of the assessments associated with the City, Successor Agency and Parking Authority owned real properties within the District. The remaining District revenues, which are projected at \$395,765.22, will be collected by the County and paid to the City, who will then remit payment to the District from the Oxnard Downtown Mgt District Fund (561).

For Finance Use Only: General Fund (Org. 1014104 Obj. 57410); Oxnard Downtown Mgt District Fund (Org. 5618110 Obj. 57410)

COMMITTEE OUTCOME

As of the date of this City Council agenda being posted, there is not yet an outcome from the November 12, 2024, Community Services, Public Safety, and Housing & Development Committee. Staff is available to answer any questions.

Prepared by: Emilio Ramirez, Housing Director

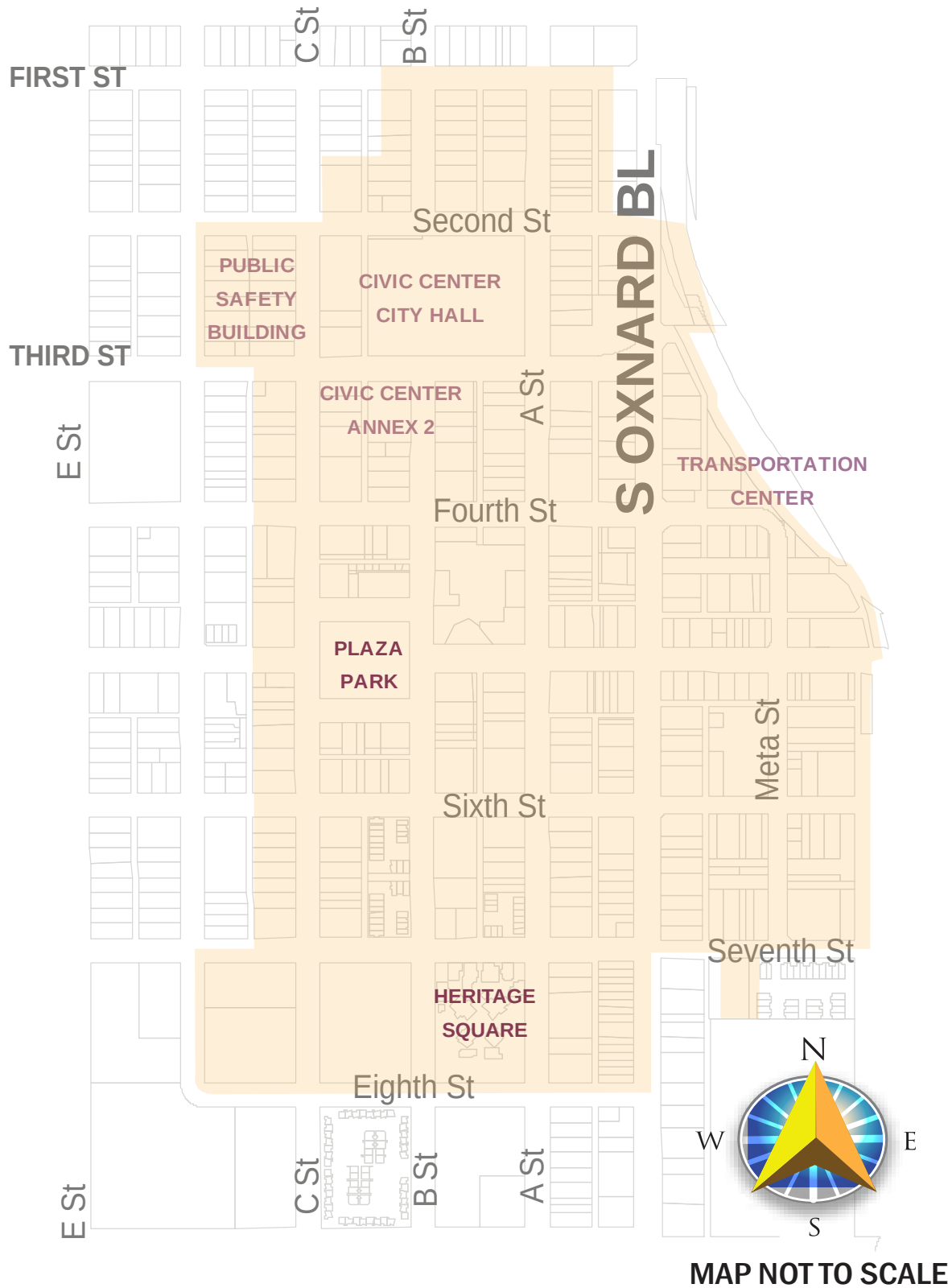
ATTACHMENTS

1. 2025-2029 District Boundaries

2. Proposed FY 2024-25 DOIA Work Plan
3. FY 2024-25 DOIA Operating Budget
4. PowerPoint Presentation

OXNARD DOWNTOWN

Management District



 DISTRICT BOUNDARY



PROPOSED FY 2024–25 WORK PLAN

ORGANIZATION	\$159,187
PURPOSE: Be the leading advocate serving the interests of district property owners, merchants, and residents by assuring excellence in the management of the organization. ACTIVITIES: Organization oversees staff and district administration, contractors, corporate finances, risk management, grants/fundraising, budget development, Board agendas and meetings, bylaws and policies, government relations, outreach, and annual election of Board members.	
PROJECTS:	
▶ Conduct welcome campaign to “onboard” members in district expansion area	
▶ Review and update bylaws and policies (as needed)	
▶ Provide DOIA / City stakeholder updates in monthly e-newsletter	
▶ Host bimonthly “coffee hour” open house to provide updates and business support	
▶ Provide brief updates to City Council via monthly Public Comments	
▶ Present a dynamic annual report to City and stakeholders	
▶ Execute business & property owner survey to collect feedback on BID services	
▶ Apply for at least three project grants including potential CDBG funding	
▶ Review individual Board member “pledge of commitment”	
▶ Promote DOIA engagement opportunities to other community-based organizations and service clubs that complement and can advance DOIA’s mission	
▶ Update merchant/landlord database	
▶ Cultivate and sustain a volunteer database to grow organizational capacity	
▶ Provide educational opportunities to Board members with timely notices on webinars, conferences, and creation of an on-demand knowledgebase	
▶ Review and optimize meetings schedule for improved workflow and project management	

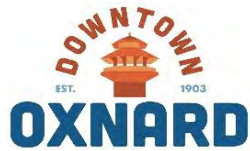
DISTRICT IDENTITY & PLACEMAKING	\$83,995
PURPOSE: Enhance Downtown’s image & DOIA’s standing in the community. Promote downtown as an attractive business, recreational, and cultural destination. Beautify public spaces, add “curb appeal,” activate public spaces to engage and connect community. ACTIVITIES: Branding, public relations, advertising, social media, newsletter, website, special events, seasonal pole banners and holiday decorations, brochures, signature events including annual car show and Halloween in the park.	
PROJECTS:	
▶ Transform DOIA office lobby into a full service “visitor center” promoting downtown arts and offering Oxnard-branded goods for sale	
▶ Coordinate a Holiday Storefront Window Display contest	

▶ Spotlight a downtown merchant in weekly Social Media posts
▶ Highlight family friendly activities via online marketing and special events
▶ Help merchants storefront design (merchandising, window signage, sidewalk signs)
▶ Launch a QR-code-linked online feature to showcase downtown murals
▶ Partner with Ventura County Arts Council to curate exhibitions in DOIA gallery space
▶ Research business models and potential operators to re-open the Carnegie
▶ “Re-engineer” quarterly Art Crawl and track success via attendance counts and surveys
▶ Partner with CSUCI and Oxnard College for marketing interns and a downtown presence
▶ Participate in community events (parade entry, festival booths, partnerships, etc.)
▶ Offer event production support including logistics consultation, permit prep, equipment rental, and marketing services to achieve maximum benefit to the downtown community
▶ Expand partnership with Oxnard College on graduating class banner program to include a live event celebrating the achievements of the graduates
▶ Brand the DOIA organization in Social Media and website postings that stimulate community pride and offer volunteer and donor opportunities
▶ Produce a mobile live music series including performances in non-traditional venues to showcase local talent and diverse architecture
▶ Compile and promote annual events calendar for online & print distribution
▶ Improve sidewalk planters and install hanging flower baskets
▶ Reach 20,000 followers on Instagram by year end (currently 12,400)
▶ Obtain sponsors to help underwrite rising production costs of A Street Car Show
▶ Produce annual Halloween Haunt in the Park event
▶ Create 1 new revenue-generating ticketed experience to benefit a specific project

CIVIL SIDEWALKS	\$335,000
PURPOSE: To support Oxnard Police Department & Public Works in maintaining a clean, safe and welcoming public space, including street frontage, public parking lots, and alleyways. ACTIVITIES: Ambassador services, sidewalk sweeping, litter pickup, pressure washing, trash enclosure cleaning, graffiti removal, weed abatement, landscaping, security patrols, business hospitality, and other crime and litter prevention tactics.	
PROJECTS:	
▶ Continue hosting a monthly roundtable with District Maintenance, OPD, District Safety and invite key City department managers as needed to coordinate on and respond to issues	
▶ Engage faith-based and social service organizations to direct homeless to support services	
▶ Provide Narcan training to clean & safe ambassadors	
▶ Host a crime-prevention business workshop	
▶ Advocate for replacement of Ficus trees that are damaging property, causing safety issues	

▶ Engage with the operators of the new Homeless Solutions Center and the Many Mansions developments via Board advisory board positions
▶ Work with City to fill in tree wells and expand grates constricting tree growth
▶ Conduct street lighting audit and compile comprehensive repair and replacement report
▶ Install signs on trash enclosures and outreach to managers of multi-family residential to discourage illegal dumping; promote use of Del Norte MRF and City drop-off days
▶ Work with City Corps & City Public Works to secure District baseline services schedule
▶ Lobby Oxnard Police Department for greater presence and patrols in Downtown
▶ Organize and promote a Community Spring Clean-up Day
▶ Deploy security cameras around downtown to monitor areas prone to incidents
▶ Coordinate two Parking Structure clean-up days, improve security patrol routine
▶ Remove aging obsolete newsracks and payphones
▶ Develop a strategy to prevent overnight camping in Plaza Park via environmental design

LAND USE	NO BUDGET
PURPOSE: To support Oxnard Housing & Economic Development and Community Development departments in working with developers, business owners, and transit providers. ACTIVITIES: Reviews development proposals, parking, transportation, mobility, planning, zoning, merchant mix.	
PROJECTS:	
▶ Compile vacancy rate, average rents, pedestrian and traffic counts data	
▶ Promote investment opportunities via enhanced online “Doing Business” website featuring an interactive map of available properties, demographics, and resource listings	
▶ Prospect other cities for specialty retail to recruit and fill gaps in merchant mix (eg. brewery, artisan/makers co-operative, candy shop, pet supply, etc.)	
▶ Work with owners of vacant and underutilized properties to market properties for both short-term and long-term leases (former automotive shops, parking lots, etc.)	
▶ Provide input on the design plans for the Meta District pocket park	
▶ Actively monitor proposed new developments and advocate for high-quality design	
▶ Work with City to facilitate small lot commercial development	
▶ Engage with public transit operators and bicycle clubs to promote downtown routes	
▶ Utilize floorspace in DOIA office/visitor center to promote the downtown vision plan	
▶ Advocate to City and Visit Oxnard for subscription to Placer.io data mining service	
▶ Identity and seek funding and resources to execute 1 tactical urbanism project	
▶ Offer “investment opportunity” tours to real estate brokers and developers	
▶ Advocate for Oxnard Blvd improvements to achieve “complete streets” vision	



PROPOSED FY 2024 - 25 BUDGET

INCOME

PROGRAMS REVENUE	FY 24-25
Carry Over (projected retained earnings on 12/01/24)	45,188
PBID Assessment (5% allowance for delinquent uncollected)	551,818
Rental Income (\$1,250 monthly from office subleases* recognized in net rent expense)	-
Events Income (Summer car show)	13,000
TOTAL INCOME	610,006

EXPENSES

CIVIL SIDEWALKS	
District Maintenance Services (staffing, overhead, supplies)	236,000
Security Services	99,000
TOTAL CIVIL SIDEWALKS PROGRAM	335,000

DISTRICT IDENTITY & PLACEMAKING	
Pole Banners Design & Installation	3,000
Public Art	1,500
Holiday Décor	31,000
Advertising & Promotion	1,800
Creative Services (graphic design, video, copywriting)	30,500
Printing Production	1,800
Website Hosting	600
Event Production	10,295
Sponsorship	3,500
TOTAL DISTRICT IDENTITY & PLACEMAKING	83,995

ORGANIZATION	
Staff Payroll (1FTE, 1PTE)	113,270
Payroll Taxes	10,317
Workers Comp	2,100
Space Cost (Rent, M&R, Utilities)	16,200
Office Operations (Telecom, Equipment Lease, & Supplies, Postage)	6,485
Insurance (Commercial Liability, D&O)	6,200
Organization Support (Accounting, Legal, Subscriptions, Education, Meetings)	4,615
TOTAL ORGANIZATION	159,187
TOTAL INCOME	610,006
TOTAL EXPENSES	578,182
RETAINED EARNINGS / CARRYOVER	31,824

DOIA Annual Work Plan and Budget Fiscal Year 2024~25

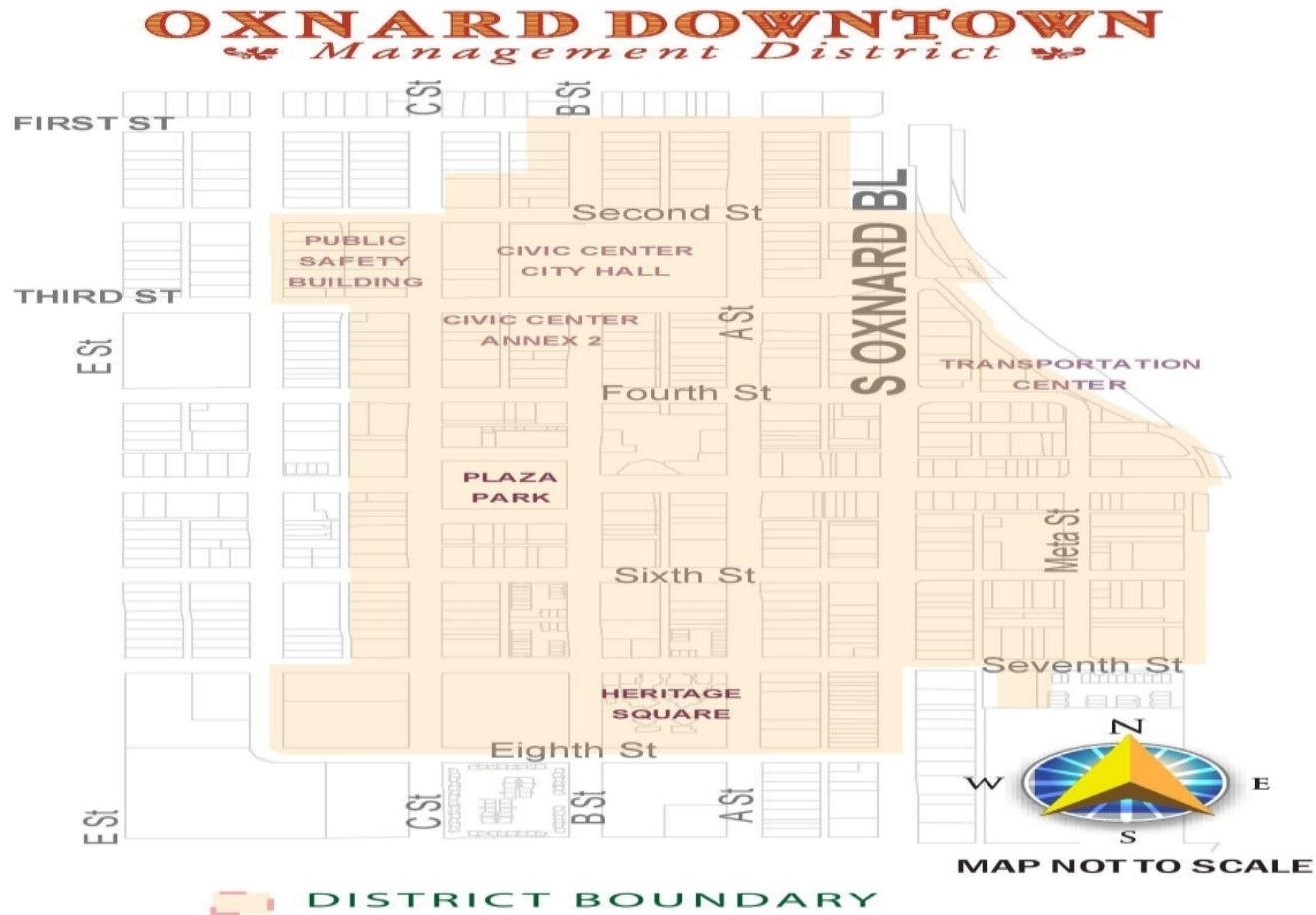
Emilio Ramirez, Housing Director
Housing Department

City Council
November 19, 2024

Background

1. 2000 ~ City Council established Oxnard Downtown Management District (ODMD), a property-based business improvement district
2. City is largest property owner in the district.
3. In 2019 ~ ODMD became 501(c)(3), a public benefit nonprofit corporation incorporated as Downtown Oxnard Improvement Association (DOIA).
4. District boundaries were expanded in 2024.
5. District has been renewed five times and authorized until December 2029
6. City Council adopted a resolution to approve the levy and collection of assessments against real property within the District annually
7. City serves as the pass-through agency which levies the assessments for the District
8. Mutual goals of having a robust and thriving downtown

Background



Management & Disbursement Agreement

1. On June 1, 2021 City of Oxnard entered into Agreement with Downtown Oxnard Improvement Association (DOIA).
2. Purpose of this agreement: establish the contractual relationship between the City and the DOIA, and each of the parties' responsibilities.
3. Section 4.7.1 requires DOIA to prepare annual work plan and budget in accordance with Section 36650 of the Streets and Highways Code, and Article XIII.D of the California Constitution. City Council to approve each year before December 1st.



**WORKING
TOGETHER
FOR A BETTER
DOWNTOWN**

Annual Work Plan and Budget

Committee Structure

1. Organization Administration
2. District Identity and Placemaking
3. Civil Sidewalks
4. Land Use



Organization Administration

The Organization Administration Committee oversees staff and day-to-day operations which includes insurance, finance, board policies, meetings, fundraising, and government relations.

Proposed Projects:

1. Outreach to new members in expansion area
2. Board development training
3. Increasing stakeholder communications
4. Recruiting volunteers
5. Presentations to community organizations
6. Hosting networking events
7. Updating databases
8. Surveying merchants & property owners
9. Applying for grants

District Identity and Placemaking

The goal of the District Identity and Placemaking Committee is to enhance downtown Oxnard's brand, improve public perception, and position the District as a regional business and cultural attraction.

Proposed Projects:

1. Build out a full service visitor center
2. Expand partnerships with local colleges
3. Engage artists and local art organizations
4. Create pop-up cultural experiences
5. Reach 20,000 Instagram followers
6. Promote targeted business promotions
7. Offer event production support to event organizers
8. Improve landscaping and container gardens
9. Install street pole banners

Civil Sidewalks

The purpose of the Civil Sidewalks Committee is to ensure that a clean and safe downtown is being maintained including street frontage, public parking lots, and alleyways. This committee also oversees the maintenance provider contract and relations with the Public Works and Police Departments.

Proposed Projects:

1. Continue hosting monthly meetings with stakeholders
2. Work with faith-based organizations on homeless outreach
3. Deploy security cameras
4. Organize District Cleanup events
5. Provide Narcan training to staff
6. Advocate for signs in public parking lots

Land Use

The Land Use Committee oversees all issues related to parking, transportation, planning, zoning, new developments, and outdoor dining encroachments.

Proposed Projects:

1. Compile market data on vacant properties, pedestrians & traffic counts
2. Promote available buildings and spaces downtown as investment opportunities
3. Activate underutilized properties
4. Recruit specialty retail to fill gaps in merchant mix

Annual Work Plan Budget

Annual Work Plan	Allocation	Amount
Civil Sidewalks (maintenance service contract, uniforms, tools, supplies, and security guard service)	58%	\$335,000
District Identity (advertising, banners, event production, printing, public art, website, and holiday decor)	14.5%	\$83,995
Administration (salaries for executive director and administrative assistant, rent, utilities, insurance, and supplies)	27.5%	\$159,187
Land Use	0%	\$0
TOTAL	100%	\$578,182

Financial Impact

The adopted fiscal year 2024-25 City budget allocated \$156,052.78 in account number 1014104-57410 for payment of the assessments associated with City, Successor Agency, and Parking Authority owned real properties within the District. The remaining District revenues, which are projected at \$395,765.22, will be collected by the County and paid to the City, who will then remit payment to the District using account number: 561 8110 57410.

Recommendation

That the City Council approve the Downtown Oxnard Improvement Association annual work plan and budget for fiscal year 2024~25.





CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.2

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32500183 with GHD Engineering, Inc. for Owner's Engineer Professional Services for Advanced Water Purification Facility Improvements & Expansion and Aquifer Storage & Recovery / Injection Well Field Project, Specification No. PW 24-119. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to execute an Agreement with GHD Engineering, Inc. in the amount of \$5,000,000 from December 1, 2024, to November 31, 2029, for owner's engineer professional services for Advanced Water Purification Facility (AWPF) Improvements & Expansion Project and the Aquifer Storage & Recovery (ASR) / Injection Well Field Project, Specification No. PW 24-119;
2. Project budget appropriations of \$3,500,000 in the AWPf Improvements & Expansion Project (C2023) and \$1,500,000 in the Aquifer Storage & Recovery (ASR) / Injection Well Field Project (C2551) for a total of \$5,000,000 from the Water Development Impact Fee Fund (603) available fund balance, as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amounts; and
3. Project budget unappropriations of \$750,000 from the Water WIFIA Fund (607) and \$478,977 from the Water Resource Fee Fund (606) in the AWPf Improvements and Expansion Project (C2023) as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amount.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/C6dWUpAEEBs>

BACKGROUND

As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the AWPf Improvements & Expansion, and ASR / Injection Well Field Project will utilize recycled water available to provide water supply resiliency and sustainability for the future, especially if there is a legal curtailment or ramp down of groundwater pumping from the pending water basin adjudication.

The projects include improving the existing water treatment processes at the AWPf to improve operations to expand the AWPf capacity to a theoretical capacity of 15 million gallons per day and construct additional groundwater wells and transmission mains to optimize indirect potable reuse (IPR).

To be successful, projects of this scale and complexity require full-time project management and technical oversight. To meet this need, the Public Works Department solicited a consultant with a strong record of Owner's Engineer professional experience that would provide full-time staffing on a contracted basis to manage these projects' extensive planning, engineering, and construction.

Capital Improvement Project (CIP) Reference:

Project No. **C2023** – Recycled Water: AWPf Improvements and Expansion Project - CIP 2025-2029 - Adopted June 4, 2024 – Page 140.

Project No. **C2551** – Recycled Water: Aquifer Storage & Recovery (ASR) / Injection Well Field - CIP 2025-2029 - Adopted June 4, 2024 – Page 138.

DISCUSSION

There is a need for Owner's Engineer professional services due to the high current and projected workload of the assigned City Project Managers and the complexity of the projects, which requires professionals in multiple disciplines including membrane filtration process engineering, groundwater hydrology and modeling, new well siting and development, and transmission pipelines engineering. The other City Project Managers also have full workloads, and their availability would likely be insufficient to manage this project at the level it requires.

The scope of work for the Owner's Engineer professional services for the AWPf Improvements, Expansion, and ASR / Injection Well Field Project, PW 24-119 includes, but is not limited to, the following tasks:

- Review available documents including as-builts plans, previous studies and technical documents, NPDES requirements, water quality reports, and other applicable documents.
- Develop planning documents including the development of technical memorandums, cost estimates, and life-cycle costs.
- Present and recommend the best delivery approach (e.g. Traditional Design-Bid-Build Design-Build, Progressive Design-Build, etc.) that would best meet the City's needs. This would include reviewing the City's procurement policies to determine which approach would comply.
- Develop scope of work and RFP/Rfq to meet the City selected delivery approach.
- Develop a permitting plan and submit all required permits to the applicable agencies.
- Assist in obtaining and reporting funding/financing opportunities including work related to acquiring identified funding and reporting as it pertains to the City's WIFIA loan.
- Make presentations to staff, public, and City Council.
- Coordinate, attend, conduct, record and assist the City at all project meetings and prepare minutes as needed.
- Develop and continuously update a Master Project Schedule.
- Prepare a task matrix list that identifies roles and responsibilities up to six months in advance and project milestones.
- Serve as the City's representative for design and construction phases, project closeout, and warranty services through the entire duration of the project.

The Request for Qualifications (RFQ) for the project was published on May 30, 2024, and proposals were due on July 23, 2024. The City received three proposals, which all deemed complete and responsive. These were then reviewed by three staff members consisting of the AWPf Operations Manager, Water Operations Manager, and Senior Civil Engineer.

GHD Engineering, Inc. (GHD) was selected as the most qualified firm to provide Owner's Engineer professional services for the two subject projects. The selection was based on the firm's extensive experience serving as Owner's Engineer for major advanced membrane water treatment facilities throughout California, engineering and construction experience, having performed other projects successfully with the City, an understanding of the Engineering Division's needs, and a dedicated local presence. Staff has confirmed that GHD 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.

The project planning and engineering work is scheduled to begin in late calendar year 2024, and design and construction work will continue for the next five years. GHS will work closely with the city staff, other project consultants, and AWPf operations staff to keep the project on delivery schedule.

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 cost for this Agreement shall not exceed \$5,000,000 and will be used for two CIP projects: AWPf Improvements and Expansion Project (C2023) and ASR / Injection Well Field (C2551). This is a time and materials-driven contract based on approved labor rates and not-to-exceed fee amount; multiple assignments will be issued and managed by the City Project Manager during the contract period.

The AWPf Improvements and Expansion Project (C2023) currently has \$1,228,977 allocated from the Water Resource Fee Fund (606) and Water WIFIA Fund (607); however, staff is proposing to appropriate Water Resource Development Impact Fees Fund (603) to fund this Agreement instead of the current funding sources. This will result in unappropriating \$1,228,977 in allocated funds and appropriating \$3.5M from the Water Resource Development Impact Fee Fund (603) as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amounts.

It should be noted that the Water Resource Development Impact Fees Fund (603) is funded through development impact fees and designated for particular areas, in this case, the development of new water sources for the City. The funds are tracked and reported annually in the AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees, with estimated expenditure timelines. To ensure timely expenditure of these funds, staff recommends using them for this proposed work.

The Aquifer Storage & Recovery (ASR) / Injection Well Field Project (C2551) currently has no funds appropriated; however, staff is proposing to appropriate Water Resource Development Impact Fees Fund (603) to fund this Agreement for \$1.5M as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amount.

The new appropriation in the Water Resource Development Impact Fees Fund balance (603) is \$5M.

CIP PROJECT	FUND	FY 24-25 AVAILABLE PROJECT BUDGET	ADDL PROJECT BUDGET + TRANSFERS	NEW AVAILABLE PROJECT BUDGET
AWPF Improvements and Expansion Project (C2023)	Water Resource Fee Fund (606)	\$478,977	-\$478,977	\$0
	Water WIFIA Fund (607)	\$750,000	-\$750,000	\$0
	Water Resource Development Impact Fees Fund (603)	\$0	\$3,500,000	\$3,500,000
TOTAL		\$1,228,977	\$2,271,023	\$3,500,000

CIP PROJECT	FUND	FY 24-25 AVAILABLE PROJECT BUDGET	NEW PROJECT BUDGET	AVAILABLE PROJECT BUDGET
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Aquifer Storage & Recovery (ASR) / Injection Well Field Project (C2551)	Water Resource Development Impact Fee Fund (603)	\$0	\$1,500,000	\$1,500,000
TOTAL		\$0	\$1,500,000	\$1,500,000

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the Capital Improvement Program budget, which was previously approved by the City Council.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500183 GHD
2. FY 22-23 AB1600 Report
3. Presentation

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND GHD Inc.**

By This Professional Services Agreement (“Agreement”), the City of Oxnard (“City”) agrees to engage the Services of GHD Inc. (“Consultant”), and Consultant agrees to perform the Services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Consultant may be individually referred to as “Party” or collectively as the “Parties.”

1. [Intentionally Omitted]

2. SUMMARY DESCRIPTION OF SERVICES.

Owner’s Engineer Professional Services for the Improvements, Expansion of the Advanced Water Purification Facility and New Wells Projects

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard California 93030.

GHD Inc., a corporation of the State of California, located at 320 Goddard Way, Suite 200, Irvine, CA 92618

4. TERM OF AGREEMENT: From (Date): November 1, 2024 To (Date): October 31, 2029

- A. Time is of the essence in this Agreement
- B. This Agreement does not have any options to extend.
- C. [Intentionally Omitted]
- D. All Services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$5,000,000.

6. AGREEMENT EXHIBITS. The following documents memorialized below are the only exhibits to this Agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy
- Exhibit F: Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the Services under this Agreement. Additionally, Consultant's Services shall be performed or immediately supervised by the Consultant's Representative:

City Designated Representative Name Timothy Beaman Title Assistant Public Works Director Phone 805-385-8141 Email Timothy.Beaman@oxnard.org Address 305 W Third St Oxnard, CA	Consultant Designated Representative Name Paul Hermann Title Principal Phone 949-858-5217 Email paul.hermann@ghd.com Address 320 Goddard Way, Suite 200 Irvine, CA 92618
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8. CONTRACTUAL PREREQUISITIES. This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.
- B. A request for modification of the terms, prior to execution of the Agreement, must be made in writing and presented to the Designated Representative of the City prior to the time this Agreement is executed.
- C. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
- D. Consultant shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 24 of this Agreement.

9. CONSULTANT'S SERVICES.

- A. Consultant shall perform the tasks, obligations, and Services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A subject to the direction of the City Manager or Department Director. Consultant hereby designates its Project Manager as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services under this Agreement.

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." City shall pay Consultant an amount not to exceed the amount is listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be

modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

11. PAYMENT and INVOICES. The City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Consultant of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. 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. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. 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 subcontracted Consultants.
- C. 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.
- D. **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.

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the Oxnard City Code, Sections 4-59 and 4-60. The City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written

amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this Agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' prior written notice.

15. [RESERVED]

16. 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. 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 the Consultant shall perform for the City. The City retains the right to provide general instructions to and observe the Consultant in the performance of all Services done on behalf of the City.

Consultant and its employees, subconsultants, 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, subconsultants, or employees are in any manner agents, subconsultants, or employees of City.

17. LAWFUL PERFORMANCE. Consultant shall abide by all federal, state, and local laws and regulations as may be related to the performance of duties under this Agreement. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services under this Agreement.

18. SAFETY REQUIREMENTS. Consultant shall not perform any Services for the City when the Consultant is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from

the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Consultant's work by City shall not operate as a release of the Consultant from such standard of care and workmanship.

19. STANDARD OF PERFORMANCE; WARRANTY. Consultant agrees to perform all Services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar Services under similar conditions in the same or similar locality. Such Services shall also be performed in a manner which is reasonably satisfactory to City Project Manager, or designee (hereinafter the "Project Manager"), provided that discretion in determining what is satisfactory shall not alter the foregoing standard of care.

- A. In accordance with the standard of care set forth in the first sentence of Section 19, the Consultant agrees that it:
 - (1) Has thoroughly reviewed and considered the services and work to be performed; and
 - (2) Has reviewed the issues regarding the Scope of Services to be provided; and
 - (3) Has carefully considered how the services and related work should be performed; and
 - (4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

20. OWNERSHIP OF CONSULTANT'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE, RECORDS & WARRANTY. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Deliverables. Consultant shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work or termination of this Agreement, submit to the City all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the City may require, furnish reports concerning the status of Services required under this Agreement. Consultant shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Consultant by the City.
- C. Records and Inspections. The Consultant shall maintain full and accurate records, with respect to all Services and matters covered under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and

to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.
- E. Disclosure of Information. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the City or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. 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.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICE. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. INDEMNIFICATION, HOLD HARMLESS & DEFENSE. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs,

and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

- A. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.
 - (1) Notwithstanding the provisions of Section 23 above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.
 - (2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees
- B. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.
- C. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

24. INSURANCE. Consultant shall obtain and maintain during the performance of any Services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Consultant shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". 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 shall be considered a material breach of this Agreement.

25. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Consultant understands and agrees that if Living Wages are applicable, subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement, Consultant will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the Services provided for by this Agreement. The Living Wage is updated on July 1 of each year, and the duty to pay the correct wage is the responsibility of the Consultant.

26. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Consultant.

27. IRAN CONTRACTING ACT. In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit G.

28. SUBCONTRACTING. If Consultant requires the assistance of a subcontractor to render any Services under this Agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work attached to this Agreement as “Exhibit A”. Consultant is fully responsible for satisfactory completion of all its subcontractors’ work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Consultant shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors

performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

- 29. CONFLICT OF INTEREST.** Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's Services under this Agreement. Consultant further covenants that in the performance of Services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.
- 30. DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Consultant. The decision of the City's Designated Representative shall be final and conclusive unless Consultant requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Consultant shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.
- 31. DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an Agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until Agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.
- 32. ASSIGNMENT.** This Agreement is for the professional Services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Consultant's Services pursuant to this Agreement shall be provided by the Consultant's Designated Representative or directly under his/her supervision, and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.
- 33. CARE OF WORK.** Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the City, Consultant shall immediately inform

the City of such fact and shall not provide any Services, except at Consultant's risk, until written instructions are received from the Project Manager.

- 34. REPORTS.** Upon request by the Project Manager or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the Services required by this Agreement.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. COVENANTS AND CONDITIONS.** Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
- 39. WAIVER.** City's review or acceptance of, or payment for, work product prepared by Consultant under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Consultant's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

- 40. FORCE MAJEURE.** Neither the Consultant nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 41. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 42. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 43. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal Agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 44. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an Agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 45. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that the signatories to this Agreement have the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the signatories have the authority to bind each Party to the performance of its obligations hereunder.
- 46. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 47. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City and City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

48. CAPTIONS AND HEADINGS. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content, scope, or intent of the provisions described under the respective caption or heading.

49. ACKNOWLEDGEMENT. By signing below, Consultant acknowledges that it has reviewed the City's Professional Services Agreement terms and conditions and insurance requirements and that Consultant hereby agrees to full compliance.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective on the date as written in Section 4 and upon signature of all Parties.

CITY OF OXNARD

GHD, INC.

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Manager²

Sridhar Sadasivan, Executive Vice President Date

Lindsay Ray, Assistant Company Secretary³ Date

ATTEST:

Rose Chaparro, CITY Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ 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 A

PROFESSIONAL SERVICE AGREEMENT (CITY of Oxnard and GHD, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Susan Pan /805-393-3342/ Susan.Pan@oxnard.org

The Owner's Engineer (OE) will work in line with the City's Project Manager to serve as the City's representative and liaison between the consultants, contractors, approval agencies, and other vendors throughout the Project. The OE shall advocate for the City's interests of quality, timely and cost-sensitive planning, design, construction, and start-up and commissioning while maintaining professional relationships with all parties. The OE will be responsible for aligning the project with the City's goals and objectives and overseeing the delivery of the project. The OE will not replace the design engineer, contractor and other consultants. The OE will also not act with legal authority on behalf of the City.

The OE will be tasked with working with a team of City staff. The selected firm must demonstrate the ability to advocate for the City while maintaining professional relationships with the engineers and contractors during the Project. The scope of work for the OE includes but is not limited to:

- Review available documents (as-builts, previous studies and technical documents, NPDES requirements, water quality reports, and other applicable documents)
- Development of planning documents including the development of technical memorandums, estimates, and life-cycle cost.
- Present and recommend the best delivery approach (e.g. Traditional Design-Bid-Build Design-Build, Progressive Design-Build, etc.) that would best fit the City's needs. This would include review the City's procurement policies to determine which approach would comply.
- Development of scope of work and RFP/RFQ to fit the City selected delivery approach.
- Development of a permitting plan and submittal of all required permits to the applicable agencies.
- Assist obtaining and reporting funding/financing opportunities, which may include work related to acquiring identified funding and reporting as it pertains to the City's WIFIA loan.
- Presentations to staff, public, and City Council.
- Coordinating, attending, conducting, recording and assisting the City at all project meetings and preparing minutes as needed.
- Developing and continuously updating a Master Project Schedule.
- The preparation of a task matrix list that identifies roles and responsibilities up to 6 months in advance and project milestones.
- Serving as the City's representative for design, construction phase, project close out and warranty services through the duration of the project.

The Consultant shall have experience with advanced recycled water treatment facilities and indirect potable reuse of advanced treated recycled water, and injection well design, construction, and operation of the treated recycled water system. The City is looking for technical and operational experience in the following:

- Making improvements needed at the AWPf.
- Expansion of AWPf to a capacity of 15 million gallons per day (MGD).
- Assist City staff in working with the regulatory agencies including State Division of Drinking Water

(DDW) and Fox Canyon Groundwater Management Agency (FCGMA) for indirect potable reuse of the advanced treated recycled water.

- Groundwater modeling in accordance with the Groundwater Sustainability Plan and groundwater allocation adjustment with the FCGMA.
- Siting and development of new injection wells for the advanced treated recycled water.

AWPF Improvements include but are not limited to:

- Dedicated connection to Southern California Edison.
- Plantwide replacement, integration, and programming of SCADA equipment and software.
- Relocate the control room to the treatment plant side of the property.
- Improve site security.

Microfiltration (MF):

- Modifications to MF feed tank, pumps, and baffle wall
- Chemical dosing within MF feed tank
- Provide a sump in the MF feed tank to drain the channel. Modify access into the Tank for cleaning. Provide a sparging system for floor cleaning.
- Evaluation of proprietary MF system

Reverse Osmosis (RO):

- Modifications to RO feed tank to allow for flexibility of operation and preventing stagnation within the tank.
- Modifications to chemical storage.
- Evaluation of injection points of antiscalant and sulfuric acid.
- Replacement/relocation of static mixers
- Reconfiguration of RO skid to allow for drainage of individual skids.

Post Treatment:

- Evaluate use of sodium hydroxide in place of liquid lime.
- Product water storage.

AWPF Expansion Includes:

- Expanding the facility to 15 MGD.

The Consultant shall provide a minimum of three example projects where the specified team has acted in the capacity of Owner's Engineer for similar water or recycled water projects.

EXHIBIT B**PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and GHD Inc.)****SCHEDULE OF COMPENSATION**

GHD Hourly Rates



Finance Class Code	Rate	FY25	FY26	FY27	FY28
Paul Hermann Project Manager	\$320.00	\$333.60	\$347.78	\$362.56	\$377.97
Mark Donovan Deputy PM/RO	\$320.00	\$333.60	\$347.78	\$362.56	\$377.97
Greg Watanabe Contract Delivery	\$320.00	\$333.60	\$347.78	\$362.56	\$377.97
Shamia Salih Doc Control/Support	\$156.38	\$163.03	\$169.95	\$177.18	\$184.71
Rebecca Crow Funding/Grants	\$239.23	\$249.40	\$260.00	\$271.05	\$282.57
Charles Smith Permitting	\$320.00	\$333.60	\$347.78	\$362.56	\$377.97
Kelly Lange – Haider Membrane Filtration	\$320.00	\$333.60	\$347.78	\$362.56	\$377.97
Mike Pankratz Operations/Exp. Integration	\$178.46	\$186.04	\$193.95	\$202.19	\$210.79
Allie Syiem Process/Mechanical	\$243.00	\$253.33	\$264.09	\$275.32	\$287.02
Mark Waer Post Treatment	\$226.42	\$236.04	\$246.07	\$256.53	\$267.44
Mike Tocher SCADA/I&C	\$266.91	\$278.25	\$290.08	\$302.41	\$315.26
Mehdi Mardi Electrical Engineering	\$238.89	\$249.04	\$259.63	\$270.66	\$282.16
Morgan Joel Structural Engineering	\$192.14	\$200.31	\$208.82	\$217.69	\$226.95
Jeff Knauer Cathodic/Corrosion Protection	\$299.26	\$311.98	\$325.24	\$339.06	\$353.47
Stephen Harlan Cost Engineering	\$129.82	\$135.34	\$141.09	\$147.09	\$153.34
Joshua Babin Scheduling	\$150.53	\$156.93	\$163.60	\$170.55	\$177.80

Finance Class Code	Rate	FY25	FY26	FY27	FY28
Senior Technical Director 1	\$ 320.00	\$ 333.60	\$ 347.78	\$ 362.56	\$ 377.97
Senior Technical Director 2	\$ 320.00	\$ 333.60	\$ 347.78	\$ 362.56	\$ 377.97
Senior Technical Director 3	\$ 320.00	\$ 333.60	\$ 347.78	\$ 362.56	\$ 377.97
Technical Director 1	\$ 316.02	\$ 329.45	\$ 343.45	\$ 358.05	\$ 373.27
Senior Professional 1	\$ 284.92	\$ 297.03	\$ 309.65	\$ 322.81	\$ 336.53
Professional 1	\$ 179.85	\$ 187.49	\$ 195.46	\$ 203.77	\$ 212.43
Engineering Intern	\$ 83.69	\$ 87.25	\$ 90.95	\$ 94.82	\$ 98.85
Lead Design Technician 1	\$ 287.18	\$ 299.39	\$ 312.11	\$ 325.37	\$ 339.20
Senior Design Technician 1	\$ 216.84	\$ 226.06	\$ 235.66	\$ 245.68	\$ 256.12
Intern Drafting/Design	\$ 88.45	\$ 92.21	\$ 96.13	\$ 100.21	\$ 104.47
Senior Admin Officer 1	\$ 214.60	\$ 223.72	\$ 233.23	\$ 243.14	\$ 253.47
Senior Construction Manager	\$ 279.91	\$ 291.81	\$ 304.21	\$ 317.14	\$ 330.62
Admin Officer 1	\$ 111.30	\$ 116.03	\$ 120.96	\$ 126.10	\$ 131.46

Notes:

1. Rates are for employees of GHD companies.
2. All administration tasks will be charged by the hour.
3. All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost.
4. All other project related disbursements, expenses and subcontractor costs will be invoiced at cost.
5. Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.

Geoscience Support Services, Inc. 2025-2029 - FEE SCHEDULE

Schedule of Hourly Rates

Classification	<i>Year 1 Billing Rates</i>	<i>Year 2 Billing Rates</i>	<i>Year 3 Billing Rates</i>	<i>Year 4 Billing Rates</i>	<i>Year 5 Billing Rates</i>
Principal Modeler (<i>Johnson Yeh</i>)	\$325	\$335	\$345	\$355	\$366
Principal Geohydrologist (<i>Brian Villalobos</i>)	\$308	\$317	\$327	\$337	\$347
Principal Engineer (<i>Mark Williams</i>)	\$276	\$284	\$293	\$302	\$311
Senior Geohydrologist (<i>Logan Wicks</i>)	\$264	\$272	\$280	\$288	\$297
Senior Modeler (<i>David Barnes / Tim Chen</i>)	\$297	\$306	\$315	\$325	\$334
Project Modeler (<i>Leo Liu</i>)	\$275	\$283	\$292	\$300	\$310
Project Geohydrologist (<i>Robert Sia</i>)	\$240	\$247	\$255	\$262	\$270
Senior Associate Modeler	\$236	\$243	\$250	\$258	\$266
Associate Modeler	\$220	\$227	\$233	\$240	\$248
Senior Associate Geohydrologist	\$191	\$197	\$203	\$209	\$215
Associate Geohydrologist	\$175	\$180	\$186	\$191	\$197
Research Analyst	\$166	\$171	\$176	\$181	\$187
CAD/GIS Illustrator	\$175	\$180	\$186	\$191	\$197
Clerical/Administration Support	\$119	\$123	\$127	\$131	\$134

Reimbursable Expenses

Reimbursable Project Expenses	Cost
Computer Services	Project Dependent
External Reproduction (Large Documents)	Cost
Subconsultant Services	Cost
Automobile Transportation	Current IRS Allowable Rates
Commercial Travel/Subsistence	Cost

GEOSCIENCE is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The work GEOSCIENCE performs does not fall under prevailing wage rate categories.

Note: Fees valid from January 1, 2025. All fees are subject to change January 1, 2030.

FAR Audit Cost Worksheet

NAME OF CONSULTANT		TITLE OF PROJECT														
Name of Firm: MNS Engineers, Inc.																
1. DIRECT LABOR		Year 2024-2025			Year 2025-2026			Year 2026-2027			Year 2027-2028			Year 2027-2028		
Name	Job Function	HOURS	FAR RATE	COST	HOURS	FAR RATE	COST	HOURS	FAR RATE	COST	HOURS	FAR RATE	COST	HOURS	FAR RATE	COST
Shane Sobecki	Principal Surveyor	0	\$199.63	\$0.00	0	\$209.61	\$0	0	\$220.09	\$0	0	\$231.09	\$0	0	\$242.64	\$0
Richard Sleeman	Associate Project Surveyor	0	\$114.28	\$0.00	0	\$119.99	\$0	0	\$125.99	\$0	0	\$132.29	\$0	0	\$138.90	\$0
Jacob Yost	Assistant Project Surveyor	0	\$87.33	\$0.00	0	\$91.70	\$0	0	\$96.29	\$0	0	\$101.10	\$0	0	\$106.16	\$0
Justin Dickerson	Party Chief	0	\$161.63	\$0.00	0	\$169.71	\$0	0	\$178.20	\$0	0	\$187.11	\$0	0	\$196.47	\$0
Hector Perez	Party Chief	0	\$156.42	\$0.00	0	\$164.24	\$0	0	\$172.45	\$0	0	\$181.07	\$0	0	\$190.12	\$0
Myra Zirion	Apprentice	0	\$91.37	\$0.00	0	\$95.94	\$0	0	\$100.74	\$0	0	\$105.78	\$0	0	\$111.07	\$0
John Miers	Apprentice	0	\$105.44	\$0.00	0	\$110.71	\$0	0	\$116.25	\$0	0	\$122.06	\$0	0	\$128.16	\$0
Jeanette Fernandez	Office Administrator	0	\$111.30	\$0	0	\$116.86	\$0	0	\$122.70	\$0	0	\$128.83	\$0	0	\$135.27	\$0
		0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0
		0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0
		0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0	0	\$0.00	\$0
TOTAL		0		\$0.00	0		\$0	0		\$0	0		\$0	0		\$0
															TOTAL COST	
															TOTAL DIRECT LABOR (from above)	
															0.00	



SEPARATION PROCESSES, INC

277 Rancheros Dr., Suite 370, San Marcos, CA 92069 | 760-400-3660 | www.spi-engineering.com

SPI Standard Billing Rates (effective January 1, 2024):

Name	Classification Title	Billing Rate				
		Year 1	Year 2	Year 3	Year 4	Year 5
James Vickers, P.E.	Principal	\$ 289.31	\$ 297.99	\$ 306.93	\$ 316.14	\$ 325.62
Alex Wesner, P.E.	Principal	\$ 289.31	\$ 297.99	\$ 306.93	\$ 316.14	\$ 325.62
Charles Cruz, P.E.	Technical Director	\$ 305.22	\$ 314.38	\$ 323.81	\$ 333.52	\$ 343.53
Michael Dummer, P.E.	Sr. Project Engineer II	\$ 201.14	\$ 207.18	\$ 213.39	\$ 219.80	\$ 226.39
Chuong Nguyen	Sr. Project Engineer I	\$ 186.93	\$ 192.54	\$ 198.31	\$ 204.26	\$ 210.39
Gabriela Downey	Sr. Engineer I	\$ 176.03	\$ 181.31	\$ 186.75	\$ 192.36	\$ 198.13
Jan Guenther, EIT	Engineer II	\$ 143.24	\$ 147.53	\$ 151.96	\$ 156.52	\$ 161.21
Kyle Peebles	Engineer I	\$ 137.28	\$ 141.40	\$ 145.64	\$ 150.01	\$ 154.51
Miguel Sanchez	Sr. CAD Designer III	\$ 170.86	\$ 175.98	\$ 181.26	\$ 186.70	\$ 192.30
Edison Phu	CAD Designer II	\$ 129.64	\$ 133.53	\$ 137.54	\$ 141.67	\$ 145.92
Dawn Wright	Sr. Office Manager III	\$ 146.63	\$ 151.03	\$ 155.56	\$ 160.23	\$ 165.04

*If rates are to be held for 5 years, use Year 3 as the base rate.

- External reproduction of large documents will be paid @ cost.

Travel Expenses billed as incurred (mileage reimbursement at 67¢/mile)

BILL RATES FOR CITY OF OXNARD

Owner's Engineer Professional Services for the Improvements, Expansion of AWPf and New Wells Project RFQ No. PW 24-119

Submitted to GHD

ROLE	YEAR 2024	YEAR 2025	YEAR 2026	YEAR 2027	YEAR 2028
Principal	\$352.32	\$369.94	\$388.43	\$407.85	\$428.25
Associate	\$294.20	\$308.91	\$324.36	\$340.57	\$357.60
Senior Engineer/Geologist	\$234.75	\$246.49	\$258.81	\$271.75	\$285.34
Project Engineer/Geologist	\$195.92	\$205.72	\$216.00	\$226.80	\$238.14
Staff Engineer/Geologist	\$160.01	\$168.01	\$176.41	\$185.23	\$194.49
GIS Analyst	\$178.00	\$186.90	\$196.25	\$206.06	\$216.36
Senior CAD Specialist	\$178.00	\$186.90	\$196.25	\$206.06	\$216.36
CAD Specialist	\$165.00	\$173.25	\$181.91	\$191.01	\$200.56
Project Assistant	\$145.00	\$152.25	\$159.86	\$167.86	\$176.25
Vehicle Mileage	Current IRS rate	Current IRS rate	Current IRS rate	Current IRS rate	Current IRS rate
Field Vehicle (per mile)	\$0.98	\$1.03	\$1.08	\$1.13	\$1.19

- * Two-hour minimum portal to portal and cancellations within 24 hours.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- * ** For Prevailing Wage projects, increase the hourly rate by \$21.
- * ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8); rates increased by factor 2.5 for all night shift hours worked in excess of twelve (12).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- * Equipment and materials will be charged in addition to the above hourly rates.
 - * Outside Consultants, Subcontracted Services and Equipment Rental
 - * Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge)
- Cost
 \$2,800.00 half day, \$4,800.00 full day

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	49.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS Website Portal Subscriptions	50.00	month
GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Equipment	228.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinator/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	35.00*	hour
Vehicle, equipment, wireless communication	25.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	35.00	hour
External Copies		at cost

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and GHD Inc.)

INSURANCE REQUIREMENTS

Prior to contract approval and beginning of services under this agreement, Consultant must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. 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.

9/24

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

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

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

[illegible]

[illegible]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and GHD Inc)

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 Consultant/Professional Services contracts that may be governed by the Living Wage Policy.

A. Consultant shall compensate any employee of Consultant 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, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. In addition, while this Agreement is in effect, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

D. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2023**

Consultant shall compensate any employee of Consultant who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit D. While this Agreement is in effect, Consultant shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2024, 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, Consultant shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Consultant 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 Consultant fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Consultant, effective immediately.

c. In addition, if Consultant fails to comply with the Living Wage Policy in any manner, Consultant 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. Consultant shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Consultant of the amount owed.

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT (CITY of Oxnard and GHD Inc)

PREVAILING WAGE

1. Consultant acknowledges that the Project defined in the Agreement between Consultant 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. Consultant shall perform the Project as a public work. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
3. Consultant is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Consultant 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. Consultant 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 Consultant or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Consultant shall comply with Labor Code Section 1776, which requires Consultant 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. Consultant 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, Consultant shall provide City with a copy of the

information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Consultant 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, Consultant must immediately notify City.

8. Consultant 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. Consultant 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. Consultant acknowledges that 8 hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

10. Consultant shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Consultant 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 Consultant'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. Consultant 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. Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Consultant 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 Consultant, 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 Consultant under this Section shall survive Agreement termination.

EXHIBIT F
PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and GHD Inc.)

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

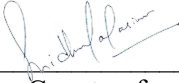
Company Name/Financial Institution (printed):
GHD Inc.

Federal ID Number (or n/a):
98-0425935

By (Authorized Signature):
Sridhar Sadasivan (EVP, General Manager)

Printed Name & Title of Person Signing:

Date Executed



09/23/2024

Executed in the County of Riverside

in the State of California

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____

in the State of _____



AB1600 Annual and Five-Year Report for Development Impact and In-Lieu Fees City of Oxnard



For the Fiscal Year and Five Years Ending June 30, 2023

Prepared by:



Harris & Associates.

101 Progress, Suite 250 | Irvine, CA | 92618

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Executive Summary

Development Impact Fees (DIFs) are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). This report will serve as the City of Oxnard's AB1600 report for the fiscal year starting July 1, 2022, and ending June 30, 2023 (FY 22-23).

The City's In-Lieu fees that new development may choose to pay in lieu of mitigating their impacts through construction are also included in this report. With the additional inclusion of In-Lieu fees, this report has been expanded to also report on the five-year requirements of AB1600. This report will serve as the City of Oxnard's AB1600 five year report for the fiscal year starting July 1, 2018, and ending June 30, 2023.

The fees for Parks and Recreation, Storm Drain, Traffic Circulation, Growth Requirement Capital (Residential and Non-Residential), Public Art Program, Utility Undergrounding In-Lieu, and Affordable Housing In-Lieu were updated on May 19, 2020, by Resolution 15,329 adopting the City of Oxnard Development Impact Fee Nexus Study (April 2020) and Resolution 15,330 adopting the Affordable Housing In Lieu Fee Nexus Study (April 2020). To assist developers with adjusting to the new rates, Council adopted a phased in approach based upon level of fee increase and comparison with surrounding jurisdiction DIFs. The updated fees became effective July 18, 2020, and are adjusted annually using the June Engineering News Record Construction Cost Increase for the Los Angeles region.

The City of Oxnard currently collects the Development Impact Fees and In-Lieu fees listed in the table below. The City fund numbers have been revised to reflect the City's new financial system.

Fee	New Fund Number	Previous Fund Number
Parks and Recreation Fee	350-8020	352
Storm Drain Facility Fee	350-8030	353
Traffic Circulation Fee	350-8040	354
Growth Requirement Capital Fee (Residential & Non-Residential)	350-8050 & 350-8060	355 & 356
Mobility Fee	350-8055	357
Art in Public Places Fee	350-8080	547
Water Resource Development Fee	603	603
Water Capital Facility Charge	605	605
Wastewater Collection Connection & Treatment Fee	613	613/623
Affordable Housing In-Lieu Fee	360-7050	371
Utility Undergrounding In-Lieu Fee	350-8070	358

Section 1 – Requirements of the Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), 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. 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 for 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 FY 22-23, as well as the five-year report for FY 18-19 through FY 22-23. The City previously completed a five-year report in FY 19-20.

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 transfers or loans are also identified as well as any refunds from the account.

Fund 350-8020: Park and Recreation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Park and Recreation Fee requires that all new residential development pay a one-time fee per residential unit to fund the construction of new parks. The Park and Recreation Fee was originally established by Ordinances 1421, 1448, 1696, 1949, and 2031 and was updated in 2020 via Resolution 15,329.



Requirement 2. Amount of the fee.

The Park and Recreation Fee for FY 22-23 is summarized in Table 1.

Table 1: Park and Recreation Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (per DU)		
Single Family	\$5,307	\$6,993
Multi Family	\$3,531	\$4,624
Non-Residential		
All Non-Residential	Exempt	Exempt

Requirement 3. Beginning and ending balance in the account or fund.

Table 2 summarizes the beginning and ending fund balances for the Park and Recreation Fee for FY 22-23.

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 and Recreation Fee during FY 22-23.

Table 2: Park and Recreation Fee Fund Summary	
Fund No. 350-8020	
Park and Recreation Fee	
Beginning Fund Balance as of July 1, 2022	\$691,918.66
Revenues	
Fees Collected	\$142,884.93
Interest Earned	\$15,208.54
Fair Market Value Adjustment ¹	(\$13,518.21)
Other Revenues	\$0.00
Total Revenues	\$144,575.26
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$736.00)
Total Expenses	(\$736.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$835,757.92
1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.	
2) Indirect Charges include central services expenses related to administering the fee program.	

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 displays the expenditures on Park and Recreation Fee projects for FY 22-23.

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 and Recreation Fee and the anticipated construction start date.

Table 3: Park and Recreation Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
C9001 / 905701	Cabrillo Neighborhood Park	\$ 161,045.00	\$ -	\$ -	\$ 161,045.00	100%	FY 27-28
C9401 / 945702	Citywide Park Improvement Program	\$ 322,292.00	\$ 43,546.70	\$ -	\$ 278,745.30	100%	FY 27-28
C2104	Campus Park Activation	\$ 8,500,000.00	\$ -		\$ 850,000.00	10%	FY 24-25
n/a	Skatepark in Colonia	\$ 3,000,000.00	\$ -		\$ 300,000.00	10%	FY 24-25
-	Indirect Charges ³	\$ -	\$ -	\$ 736.00	\$ -	-	n/a
GRAND TOTAL		\$ 11,983,337.00	\$ 43,546.70	\$ 736.00	\$ 1,589,790.30		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds and staff resources.

3) Indirect Charges include central services expenses related to administering the fee program.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8030: Storm Drain Facility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

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. The City's Storm Drain Facility Fees were based on Ordinance 2258 and Resolution 10274 and were updated as part of the 2020 DIF update via Resolution 15,329.



Requirement 2. Amount of the fee.

The Storm Drain Facility Fee for FY 22-23 is summarized in Table 4 below.

Table 4: Storm Drain Facility Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (per gross AC)		
Single Family	\$18,609	\$21,263
Multi Family	\$25,587	\$29,237
Non-Residential (per gross AC)		
All Non-Residential	\$25,587	\$29,237

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 FY 22-23.

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 FY 22-23.

Table 5: Storm Drain Facility Fee Fund Summary

Fund No. 350-8030

Storm Drain Facility Fee

Beginning Fund Balance as of July 1, 2022	\$8,472,768.66
Revenues	
Fees Collected	\$1,556,717.27
Interest Earned	\$193,463.25
Fair Market Value Adjustment ¹	(\$172,546.86)
Other Revenues	\$0.00
Total Revenues	\$1,577,633.66
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$17,953.00)
Total Expenses	(\$17,953.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$10,032,449.32

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

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 drain 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 Drain Facility Fee. The City's CIP budget team is aware of the available funds for Storm Drain projects and are in the process of identifying applicable projects in the next CIP Budget Plan.

Table 6: Storm Drain Facility Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
n/a	Citywide SD Construction	\$ 13,450,000.00	\$ -	\$ -	\$ 13,450,000.00	100%	FY 27-28
-	Indirect Charges ³	-	-	\$ 17,953.00	-	-	n/a
GRAND TOTAL		\$ 13,450,000.00	\$ -	\$ 17,953.00	\$ 13,450,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Indirect Charges include central services expenses related to administering the fee program.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8040: Traffic Circulation Fee

Requirement 1. Brief description of the type of fee in the account or fund.

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 City's Traffic Circulation Fee (Formerly Circulation System Improvement Fee) was established under Ordinance 2258 and Resolutions 10016, 10673, 13328, 13600, and 13890 and 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 Traffic Circulation Fees for FY 22-23 are summarized in Table 7.

Table 7: Traffic Circulation Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (per DU)		
Single Family	\$10,480.53	\$10,919.84
Mobile Home	\$5,550.85	\$5,783.52
Low-Rise Multi Family	\$8,125.66	\$8,466.25
Mid-Rise Multi Family	\$6,040.06	\$6,293.24
High-Rise Multi Family	\$4,940.41	\$5,147.49
Senior Housing	\$4,440.47	\$4,626.59
Commercial (per 1,000 SF)		
Office	\$10,813.11	\$11,266.36
Medical Office	\$6,494.95	\$6,767.19
General Commercial (C2)	\$7,037.80	\$7,332.80
Light Industrial	\$5,505.79	\$5,736.57
Warehouse	\$1,931.10	\$2,012.05
New Car Sales	\$6,605.45	\$6,882.32
Church	\$4,417.94	\$4,603.12
Restaurant	\$20,926.73	\$21,803.90
Fast Food w/ Drive Thru	\$109,796.13	\$114,398.39
Fueling Station w/ Car Wash		
Self Service Car Wash (per Stall)	\$29,130.70	\$30,351.76
Gas Station (per fueling station)	\$34,443.00	\$45,924.00
Hotel/Motel (per Room)		
All Hotel/Motel	\$5,407.09	\$5,633.74
Other (per Average Daily Trip)		
Other Uses Not Noted	\$1,110.38	\$1,156.93

Requirement 3. Beginning and ending balance in the account or fund.

Table 8 summarizes the beginning and ending fund balances for the Traffic Circulation Fee for FY 22-23.

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 Traffic Circulation Fee during FY 22-23.

Table 8: Traffic Circulation Fee Fund Summary	
Fund No. 350-8040	
Traffic Circulation Fee	
Beginning Fund Balance as of July 1, 2022	\$15,582,997.65
Revenues	
Fees Collected	\$1,311,558.40
Interest Earned	\$311,673.26
Fair Market Value Adjustment ¹	(\$238,759.82)
Other Revenues	\$0.00
Total Revenues	\$1,384,471.84
Expenses	
Project Expenses	(\$953,378.64)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$16,199.00)
Total Expenses	(\$969,577.64)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$15,997,891.85

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

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 Traffic Circulation 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 summarizes the planned future expenditures for the Traffic Circulation Fee projects.

Table 9: Traffic Circulation Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C1301 / 133101	Rice Avenue & Fifth Street Railroad Grade Separation	\$ 131,800,000.00	\$ 772,160.90	\$ 11,846.79	\$ 5,647,088.31	4.88%	In Progress
C1703 / 173102	Oxnard Boulevard & Saviers Road Signal Improvements	\$ 3,208,956.00	\$ 37,025.65	\$ 34,383.03	\$ 655,157.32	22.64%	In Progress
C1801 / 183101	Oxnard Boulevard Bicycle Facilities Installation	\$ 2,747,978.00	\$ 26,686.72	\$ 16,971.50	\$ 665,169.78	25.79%	In Progress
C1808 / 183114	Traffic Signal Modifications	\$ 3,869,273.00	\$ 25,007.64	\$ 27.00	\$ 0.36	0.65%	In Progress
C2003 / 203101	Adaptive Traffic Signal	\$ 1,852,000.00	\$ 288,514.23	\$ 754,255.82	\$ 809,229.95	100%	In Progress
C2006 / 203106	Traffic Signal Modernization	\$ 6,800,000.00	\$ 267,693.68	\$ 135,894.50	\$ 6,396,411.82	100%	In Progress
C2213 / 223110	US 101 Del Norte Interchange Upgrade ⁴	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 28-29
C2304 / 233101	Five Points Intersection Modernization	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	FY 24-25
n/a	Traffic Circulation Improvements Fee Study	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	100%	FY 27-28
n/a	Traffic Signal Timing	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	100%	FY 27-28
-	Indirect Charges ⁵	-	-	\$ 16,199.00	-	-	n/a
GRAND TOTAL		\$ 152,128,207.00	\$ 1,417,088.82	\$ 969,577.64	\$ 16,023,057.54		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Project start date anticipated to begin FY28-29 due to Caltrans right of way oversight and funding delay.

5) Indirect Charges include central services expenses related to administering the fee program.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23

Funds 350-8050 & 350-8060: 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 fee is based on Ordinance 2258 and Resolutions 10275, 10996, and 12975 and was updated as part of the 2020 DIF update via Resolution 15,329. 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 FY 22-23 is summarized in Table 10.

Table 10: Growth Requirement Capital Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (Fund 355)		
Single Family (<i>per DU</i>)	\$5,182	\$5,981
Multi Family (<i>per DU</i>)	\$3,256	\$3,955
Non-Residential (Fund 356)		
Retail (<i>per 1,000 building SF</i>)	\$1,664	\$2,018
Office (<i>per 1,000 building SF</i>)	\$1,957	\$2,409
Industrial (<i>per 1,000 building SF</i>)	\$915.13	\$953.49
Hotel (<i>per Room</i>)	\$452	\$603

Requirement 3. Beginning and ending balance in the account or fund.

Table 11 and Table 12 summarize the beginning and ending fund balances for the Growth Requirement Capital Fee for FY 22-23. Table 11 summarizes the residential fee and Table 12 summarizes the non-residential fee.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 11 and Table 12 summarize the fees collected and the interest earned for the Growth Requirement Capital Fee during FY 22-23. Table 11 summarizes the residential fee and Table 12 summarizes the non-residential fee.

Table 11: Growth Requirement Capital Fee (Residential) Fund Summary

Fund 350-8050	
Growth Requirement Capital Fee (Residential)	
Beginning Fund Balance as of July 1, 2022	\$1,419,327.56
Revenues	
Fees Collected	\$233,254.45
Interest Earned	\$29,580.49
Fair Market Value Adjustment ¹	(\$8,109.60)
Other Revenues	\$0.00
Total Revenues	\$254,725.34
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$12,376.25)
Total Expenses	(\$12,376.25)
Transfers In	\$0.00
Transfers Out³	(\$434,373.00)
Ending Balance as of June 30, 2023	\$1,227,303.65

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

3) 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 350-8060	
Growth Requirement Capital Fee (Non-Residential)	
Beginning Fund Balance as of July 1, 2022	\$2,456,669.09
Revenues	
Fees Collected	\$20,194.38
Interest Earned	\$47,869.07
Fair Market Value Adjustment ¹	(\$27,093.05)
Other Revenues	\$0.00
Total Revenues	\$40,970.40
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$631.00)
Total Expenses	(\$631.00)
Transfers In	\$0.00
Transfers Out³	(\$137,401.00)
Ending Balance as of June 30, 2023	\$2,359,607.49

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

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.

Table 13 and Table 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.

Table 13 and Table 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 ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C1702 / 172201	Fire Station 4 Rebuild	\$ 5,800,000.00	\$ -	\$ -	\$ 2,900,000.00	50.00%	FY 25-26
C2255 / 22AR54	Oxnard Fire Stations No. 2, 3, 5	\$ 3,550,000.00	\$ -	\$ -	\$ 1,775,000.00	50.00%	FY 25-26
-	Professional Services/Contract ⁴	-	-	\$ 10,611.25	\$ -	-	n/a
-	Indirect Charges ⁵	-	-	\$ 1,765.00	\$ -	-	n/a
TOTAL PROJECT EXPENSES		\$ 9,350,000.00	\$ -	\$ 12,376.25	\$ 4,675,000.00		
-	Bond Payments - Civic Center Phase 2 ⁶	n/a	n/a	\$ 434,373.00	\$ 3,330,679.00	25.50%	n/a
GRAND TOTAL		\$ 9,350,000.00	\$ -	\$ 446,749.25	\$ 8,005,679.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Charges related to consulting services for development impact fee reporting requirements.

5) Indirect Charges include central services expenses related to administering the fee program.

6) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

Note: Small variances may appear due to rounding.

Table 14: Growth Requirement Capital Fee (Non-Residential) Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C1702 / 172201	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ -	\$ -	\$ 1,625,000.00	50.00%	FY 25-26
C2255 / 22AR54	Fire Station 2,3,5 Architecture/Design	\$ 3,550,000.00	\$ -	\$ -	\$ 1,775,000.00	50.00%	FY 25-26
-	Indirect Charges ⁴	-	-	\$ 631.00	-	-	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00	\$ -	\$ 631.00	\$ 3,400,000.00		
-	Bond Payments - Civic Center Phase 2 ⁵	n/a	n/a	\$ 137,401.00	\$ 1,110,226.00	8.50%	n/a
GRAND TOTAL		\$ 6,800,000.00	\$ -	\$ 138,032.00	\$ 4,510,226.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

5) Debt service summary provided by City. Fees fund 34% of the non-general fund portion of the debt split between Fund 350-8050 at 75% and Fund 350-8060 at 25%.

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 350-8050 had a transfer of \$434,373.00 for the debt service payment on the Variable Rate Demand Lease Revenue Refunding Bonds related to the Downtown Civic Center. Fund 350-8060 had a transfer of \$137,401.00 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, 2023 is \$20,855,000. The impact fee funds 21.29% (or 34% of 62.63% portion of the bond repayment), which means there is an outstanding balance of \$4,440,905 allocated to impact fee funds. The impact fee debt service payment is split 75% from Fund 350-8050 and 25% from Fund 350-8060. This means there is an outstanding obligation of \$3,330,679 for Fund 350-8050 and \$1,110,226 for Fund 350-8060. 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.

There were no refunds made from this fund in FY 22-23.

Fund 350-8055: Mobility Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The Mobility Fee covers the cost to mitigate the effects of new development on the City's mobility facilities including sidewalks, bike lanes, pedestrian bridges, and other similar facilities that are necessary to improve connectivity within the City, improve bicycle and pedestrian safety, improve bicycle and pedestrian access to public transportation stops and stations, and increase bicycle mode sharing. This fee was created in the 2020 update by Resolution 15,329.



Requirement 2. Amount of the fee.

The Mobility Fee for FY 22-23 is summarized in Table 15.

Table 15: Mobility Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential (per DU)		
Single Family	\$2,547	\$3,396
Multi Family	\$1,684	\$2,245
Non-Residential (per 1,000 SF)		
Retail	\$860	\$1,146
Office	\$1,025	\$1,367
Industrial	\$364	\$485
Hotel (per Room)	\$257	\$342

Requirement 3. Beginning and ending balance in the account or fund.

Table 16 summarizes the beginning and ending fund balances for the Mobility Fee for FY 22-23.

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 Mobility Fee for FY 22-23.

Table 16: Mobility Fee Fund Summary

Fund 350-8055	
Mobility Fee	
Beginning Fund Balance as of July 1, 2022	\$722,541.88
Revenues	
Fees Collected	\$79,754.51
Interest Earned	\$14,828.27
Fair Market Value Adjustment ¹	(\$11,840.22)
Other Revenues	\$0.00
Total Revenues	\$82,742.56
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$805,284.44

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

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 Mobility 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 Mobility Fee projects.

Table 17: Mobility Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23		Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
				Actual Expenditures				
n/a	Wooley Road Pedestrian Improvements ³	\$ 2,400,000.00	\$ -	\$ -		\$ 2,400,000.00	100%	FY 27-28
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge ^{3,4}	\$ 18,000,000.00	\$ -	\$ -		\$ 250,000.00	1.39%	FY 28-29
GRAND TOTAL		\$ 20,400,000.00	\$ -	\$ -		\$ 2,650,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Project is identified in the City of Oxnard 2022-2027 Capital Improvement Program as unfunded but qualifies for funding from the Mobility Fee Fund.

4) Approximate Construction Start Date is FY28-29 due to NEPA and right-of-way requirements for grant funding.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8080: 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 and was updated as part of 2020 DIF update via Resolution 15,329. 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.



Requirement 2. Amount of the fee.

The Public Art Program Fee for FY 22-23 is summarized in Table 18.

Table 18: Public Art Program Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
All New Development (<i>per building SF</i>)	\$0.30	\$0.33

Requirement 3. Beginning and ending balance in the account or fund.

Table 19 summarizes the beginning and ending fund balances for the Public Art Program Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 19 summarizes the fees collected and the interest earned for the Public Art Program Fee during FY 22-23.

Table 19: Public Art Program Fee Fund Summary

Fund 350-8080

Public Art Program Fee

Beginning Fund Balance as of July 1, 2022 **\$1,157,982.27**

Revenues

Fees Collected	\$53,521.54
Interest Earned	\$0.00
Fair Market Value Adjustment ¹	\$0.00
Other Revenues	\$0.00

Total Revenues **\$53,521.54**

Expenses

Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$1,054.00)

Total Expenses **(\$1,054.00)**

Transfers In **\$0.00**

Transfers Out **\$0.00**

Ending Balance as of June 30, 2023 **\$1,210,449.81**

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

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 20 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 20 summarizes planned future expenditures for Public Art Program Fee projects. The City's CIP budget team is aware of the additional funds available for Public Art projects and are in the process of identifying further applicable projects. Public Art projects require advanced planning time as it involves multiple stakeholders and evolving design processes.

Table 20: Public Art Program Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ¹
n/a	Downtown Mural Program	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress
n/a	Oxnard Sculptures Program	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress
n/a	Citywide Mural Program	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	In Progress
-	Indirect Charges ²	-	-	\$ 1,054.00	-	-	n/a
GRAND TOTAL		\$ 700,000.00	\$ -	\$ 1,054.00	\$ 700,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Indirect Charges include central services expenses related to administering the fee program.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Funds 603 & 605: Water Resource Development Fee & 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.



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 FY 22-23 are summarized in Table 21.

Table 21: Water Resource Development Fee and Capital Facility Charge

Water Meter Size	Water Resource Development Fee	Capital Facility Charge	Total Fees
3/4"	\$2,792	\$341	\$3,133
1"	\$5,583	\$682	\$6,265
1 1/2 "	\$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.

Table 22 and Table 23 summarize the beginning and ending fund balances for the Water Resource Development Fee and Capital Facility Charge for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 22 and Table 23 summarize the fees collected and the interest earned for the Water Resource Development Fee and Capital Facility Charge during FY 22-23.

Table 22: Water Resource Development Fee Fund Summary

Fund 603	
Water Resource Development Fee	
Beginning Fund Balance as of July 1, 2022	\$17,681,128.07
Revenues	
Fees Collected	\$664,435.00
Interest Earned	\$354,830.50
Fair Market Value Adjustment ¹	(\$227,577.80)
Other Revenues	\$8,956.05
Total Revenues	\$800,643.75
Expenses	
Project Expenses	(\$26,530.43)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$20,094.00)
Total Expenses	(\$46,624.43)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$18,435,147.39

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

**Table 23: Water Capital Facility Charge Fund Summary
Fund 605**

Water Capital Facility Charge

Beginning Fund Balance as of July 1, 2022	\$1,507,464.57
Revenues	
Fees Collected	\$80,492.00
Interest Earned	\$30,566.12
Fair Market Value Adjustment ¹	(\$16,535.61)
Other Revenues	\$0.00
Total Revenues	\$94,522.51
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$4,177.00)
Total Expenses	(\$4,177.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,597,810.08

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

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 24 and Table 25 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. Table 24 and Table 25 summarize the planned future expenditures for the Water Resource Development Fee and Capital Facility Charge.

Table 24: Water Resource Development Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C1001 / 106002	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	\$ 30,376,345.00	\$ 2,063,726.28	\$ 9,163.45	\$ -	39.10%	Completed
C1101 / 116505	Great ASR Wells	\$ 2,574,419.00	\$ 693,919.98	\$ 17,366.98	\$ 30,103.00	28.80%	In Progress
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	\$ 8,574,419.00	\$ -	\$ -	\$ 643,271.00	7.50%	FY 27-28
n/a	Recycled Water: AWPf Improvements Phase I	\$ 1,000,000.00	\$ -	\$ -	\$ 250,000.00	25.00%	FY 24-25
n/a	Recycled Water: AWPf Improvements Phase II	\$ 56,666,668.00	\$ -	\$ -	\$ 28,333,334.00	50%	FY 26-27
-	Indirect Charges ⁴	-	-	\$ 20,094.00	-	-	n/a
GRAND TOTAL		\$ 99,191,851.00	\$ 2,757,646.26	\$ 46,624.43	\$ 29,256,708.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Table 25: Water Capital Facility Charge Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
n/a	Recycled Water: AWPf Storage Construction	\$ 6,000,000.00	\$ -	\$ -	\$ 3,000,000.00	50%	FY 27-28
n/a	Aquifer Storage and Recovery (ASR) Wells Construction	\$ 31,350,000.00	\$ -	\$ -	\$ 15,675,000.00	50%	FY 27-28
-	Indirect Charges ⁴	\$ -	\$ -	\$ 4,177.00	-	-	n/a
GRAND TOTAL		\$ 37,350,000.00	\$ -	\$ 4,177.00	\$ 18,675,000.00		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

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 these funds in FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 613: Wastewater Collection Connection & Treatment Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City collects a Wastewater Collection Connection & Treatment 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. The City previously collected two separate fees, the Wastewater Collection Connection Fee and Wastewater Treatment Connection Fee, in Fund 613 and Fund 623 respectively. As of FY 22-23, these two funds have been combined into one fund for both fees.

Requirement 2. Amount of the fee.

The Wastewater Collection Connection & Treatment Fee for FY 22-23 are summarized in Table 26.

Table 26: Wastewater Collection Connection & Treatment Fee

Land Use	Wastewater Collection Connection Fee	Wastewater Treatment Connection Fee	Total Fee
Residential			
Single Family	\$1,458.00	\$3,798.00	\$5,256.00
Apartment ¹	\$1,060.36	\$2,762.18	\$3,822.54
Mobile Home ¹	\$839.45	\$2,186.73	\$3,026.18
Non-Residential			
Non-Formula Commercial/Industrial	\$1,458.00	\$4,078.80	\$5,536.80
Commercial Laundry	\$1,458.00	\$4,539.00	\$5,997.00
Restaurants/Food Preparation	\$1,458.00	\$7,092.20	\$8,550.20
Formula Industrial User	\$1,458.00	\$7,279.40	\$8,737.40

1) Special formulas are used for mobile homes and apartment developments that can be served by a single meter. These formulas can be found in the City's most recently published Fee Schedule.

Requirement 3. Beginning and ending balance in the account or fund.

Table 27 summarizes the beginning and ending fund balances for the Wastewater Collection Connection & Treatment Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 27 summarizes the fees collected and the interest earned for the Wastewater Collection Connection & Treatment Fee FY 22-23.

Table 27: Wastewater Collection Connection & Treatment Fee Fund Summary

Fund 613	
Wastewater Collection Connection & Treatment Fee	
Beginning Fund Balance as of July 1, 2022	\$12,503,284.72
Revenues	
Fees Collected	\$1,152,549.22
Interest Earned	\$243,581.13
Fair Market Value Adjustment ¹	(\$205,836.79)
Other Revenues	\$0.00
Total Revenues	\$1,190,293.56
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$18,896.00)
Total Expenses	(\$18,896.00)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$13,674,682.28

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include central services expenses related to administering the fee program.

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 28 summarizes the expenditures for this past year for the Wastewater Collection Connection & Treatment 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.

Table 28 summarizes the planned future expenditures for the Wastewater Collection Connection & Treatment Fee.

Table 28: Wastewater Collection Connection & Treatment Fee Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee ²	Approx. Construction Start Date ³
C2236/226605	Wastewater Maintenance Building Expansion	\$ 10,000,000.00	\$ -	\$ -	\$ 5,000,000.00	50%	FY 25-26
n/a	Eastern Trunk MH Rehabilitation	\$ 3,000,000.00	\$ -	\$ -	\$ 2,000,000.00	67%	FY 24-25
C2232/226601	Wastewater Collection: Lift Station Improvements	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	100%	FY 23-24
C2029/206602	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replacement	\$ 6,000,000.00	\$ -	\$ -	\$ 4,000,000.00	67%	FY 24-25
-	Indirect Charges ⁴	-	-	\$ 18,896.00	-	-	n/a
GRAND TOTAL		\$ 22,000,000.00	\$ -	\$ 18,896.00	\$ 14,000,000.00		

1) Budgets identified by City CIP Staff and are anticipated project budgets that will be reflected in the next CIP update.

2) Subject to change pending CIP Budget plans and available funding. Rounded to the nearest hundredth of the percent.

3) Construction start date may be revised pending availability of funds.

4) Indirect Charges include central services expenses related to administering the fee program.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 360-7050: Affordable Housing In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City offers an Affordable Housing In-Lieu fee to provide additional flexibility to the City and development community to meet the affordable housing needs generated by the construction of new market-rate units. The City's Affordable Housing In-Lieu Fees were first established by Ordinance 2721 adopted July 18, 2006. The Fees were revised with Resolution No. 15,330 which adopted the Affordable Housing In-Lieu Fee Nexus Study dated April 8, 2020.



Requirement 2. Amount of the fee.

The Affordable Housing In-Lieu Fee for FY 22-23 is summarized in Table 29 below.

Table 29: Affordable Housing In-Lieu Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
Residential		
Single Family (<i>per DU</i>)	\$28,750	\$36,000
Multi Family for Sale	\$27,625	\$35,000
Multi Family for Rent	\$22,934	\$28,000

Requirement 3. Beginning and ending balance in the account or fund.

Table 30 summarizes the beginning and ending fund balances for the Affordable Housing In-Lieu Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 30 summarizes the fees collected and the interest earned for the Affordable Housing In-Lieu Fee during FY 22-23.

Table 30: Affordable Housing In-Lieu Fee Fund Summary

Fund 360-7050

Affordable Housing In-Lieu Fee

Beginning Fund Balance as of July 1, 2022	\$3,509,433.70
Revenues	
Fees Collected	\$0.00
Interest Earned	\$120,978.66
Fair Market Value Adjustment ¹	(\$183,051.31)
Other Revenues	\$0.00
Total Revenues	(\$62,072.65)
Expenses	
Project Expenses	(\$367,167.04)
Developer Reimbursement	\$0.00
Indirect Charges ²	(\$113,808.89)
Total Expenses	(\$480,975.93)
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$2,966,385.12

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include personnel and resource expenses related to administering the fee program.

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 31 summarizes the expenditures this past year on affordable housing 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 31 summarizes the planned future expenditures for the Affordable Housing In-Lieu Fee. The City's CIP budget team and Housing Department are aware of the additional funds available for Affordable Housing projects. Affordable Housing projects often require advanced planning time or are a result of opportune circumstances as they involve multiple stakeholders, specific conditions, and sufficient funding to complete projects.

Table 31: Affordable Housing Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date ²
M2103 / 215103	Central Terrace Development Loan	\$ 1,366,000.00	\$ -	\$ 38,147.36	\$ 1,327,852.64	100%	In Progress
M2305	OHA Loan Agreement Successor Parcel	\$ 212,740.00	\$ -	\$ 212,740.00	\$ -	100%	Completed
n/a	7th and Meta Site Acquisition	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	100%	FY 23-24
n/a	2051 Mariposa Street and 1250 Azalea Street Property Acquisition ³	\$ 116,280.00	\$ -	\$ 116,279.68	\$ -	100%	Completed
n/a	Indirect Charges ⁴	-	-	\$ 113,808.89	-	-	-
GRAND TOTAL		\$ 1,815,020.00	\$ -	\$ 480,975.93	\$ 1,447,852.64		

1) Budgets identified in the City of Oxnard 2022-2027 Capital Improvement Program and by City Finance and CIP Staff.

2) Construction start date may be revised pending availability of funds.

3) Contribution to the Housing Authority of the City of Oxnard for the rehabilitation and improvements of the sites.

4) Indirect Charges include personnel and resource expenses related to administering the fee program.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Fund 350-8070: Utility Undergrounding In-Lieu Fee

Requirement 1. Brief description of the type of fee in the account or fund.

The City imposes a fee on new development that is located in any part of the City with overhead utility service based upon their prorated share of the cost of undergrounding all overhead utilities in the City. The City's Utility Undergrounding In-Lieu Fees were based on Ordinance 2207 and were updated as part of the 2020 DIF update via Resolution 15,329.

Requirement 2. Amount of the fee.

The Utility Undergrounding In-Lieu Fee for FY 22-23 is summarized in Table 32 below.

Table 32: Utility Undergrounding In-Lieu Fee

Land Use	Fee as of July 18, 2021	Fee as of July 18, 2022
All New Development (<i>per building SF</i>)	\$0.45	\$0.54

Requirement 3. Beginning and ending balance in the account or fund.

Table 33 summarizes the beginning and ending fund balances for the Utility Undergrounding In-Lieu Fee for FY 22-23.

Requirement 4. Amount of fees collected and the interest earned during the previous year.

Table 33 summarizes the fees collected and the interest earned for the Utility Undergrounding In-Lieu Fee during FY 22-23.

Table 33: Utility Undergrounding In-Lieu Fee Fund Summary
Fund 350-8070

Utility Undergrounding In-Lieu Fee

Beginning Fund Balance as of July 1, 2022	\$1,635,600.61
Revenues	
Fees Collected	\$32,603.76
Interest Earned	\$32,492.49
Fair Market Value Adjustment ¹	(\$20,358.93)
Other Revenues	\$0.00
Total Revenues	\$44,737.32
Expenses	
Project Expenses	\$0.00
Developer Reimbursement	\$0.00
Indirect Charges	\$0.00
Total Expenses	\$0.00
Transfers In	\$0.00
Transfers Out	\$0.00
Ending Balance as of June 30, 2023	\$1,680,337.93

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

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.

There were no expenditures this past year on utility undergrounding 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 34 summarizes the planned future expenditures for the Utility Undergrounding In-Lieu Fee. The City's CIP budget team is aware of the available funds for Utility Undergrounding projects and are in the process of identifying applicable projects in the next CIP Budget Plan.

Table 34: Utility Undergrounding Project Expenditures

Project No.	Project Name	Project Budget ¹	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date
-	Undergrounding of Overhead Utilities - Citywide	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	100%	FY 27-28
GRAND TOTAL		\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00		

1) Budget identified by City Staff in preparation for updated CIP project list.

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 FY 22-23.

Requirement 8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects.

There were no refunds made from this fund in FY 22-23.

Section 3 – Fund Summary

Table 35 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 balances.

Table 35: Development Impact Fee Fund Summary

Description	Park Acquisition & Development	Storm Drain Facility Fee	Traffic Circulation Fee	Capital Growth Fee (Residential)	Capital Growth Fee (Non- Residential)	Mobility Fee	Public Art Program Fee	Water Resource Development Fee	Water Capital Facility Charge	Wastewater Collection Connection & Treatment Fee	Affordable Housing In-Lieu Fee	Utility Undergrounding In-Lieu Fee
Fund No.	350-8020	350-8030	350-8040	350-8050	350-8060	350-8055	350-8080	603	605	613	360-7050	350-8070
Starting Balance												
As of July 1, 2022	\$691,918.66	\$8,472,768.66	\$15,582,997.65	\$1,419,327.56	\$2,456,669.09	\$722,541.88	\$1,157,982.27	\$17,681,128.07	\$1,507,464.57	\$12,503,284.72	\$3,509,433.70	\$1,635,600.61
REVENUES												
Fees Collected	\$142,884.93	\$1,556,717.27	\$1,311,558.40	\$233,254.45	\$20,194.38	\$79,754.51	\$53,521.54	\$664,435.00	\$80,492.00	\$1,152,549.22	\$0.00	\$32,603.76
Interest Earned	\$15,208.54	\$193,463.25	\$311,673.26	\$29,580.49	\$47,869.07	\$14,828.27	\$0.00	\$354,830.50	\$30,566.12	\$243,581.13	\$120,978.66	\$32,492.49
Fair Market Value Adjustment ¹	(\$13,518.21)	(\$172,546.86)	(\$238,759.82)	(\$8,109.60)	(\$27,093.05)	(\$11,840.22)	\$0.00	(\$227,577.80)	(\$16,535.61)	(\$205,836.79)	(\$183,051.31)	(\$20,358.93)
Other Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,956.05	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues	\$144,575.26	\$1,577,633.66	\$1,384,471.84	\$254,725.34	\$40,970.40	\$82,742.56	\$53,521.54	\$800,643.75	\$94,522.51	\$1,190,293.56	(\$62,072.65)	\$44,737.32
EXPENSES												
Project Expenditures	\$0.00	\$0.00	(\$953,378.64)	\$0.00	\$0.00	\$0.00	\$0.00	(\$26,530.43)	\$0.00	\$0.00	(\$367,167.04)	\$0.00
Developer Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Charges ²	(\$736.00)	(\$17,953.00)	(\$16,199.00)	(\$12,376.25)	(\$631.00)	\$0.00	(\$1,054.00)	(\$20,094.00)	(\$4,177.00)	(\$18,896.00)	(\$113,808.89)	\$0.00
Total Expenditures	(\$736.00)	(\$17,953.00)	(\$969,577.64)	(\$12,376.25)	(\$631.00)	\$0.00	(\$1,054.00)	(\$46,624.43)	(\$4,177.00)	(\$18,896.00)	(\$480,975.93)	\$0.00
Transfers in	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	(\$434,373.00)	(\$137,401.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Transfers	\$0.00	\$0.00	\$0.00	(\$434,373.00)	(\$137,401.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Balance												
As of June 30, 2023	\$835,757.92	\$10,032,449.32	\$15,997,891.85	\$1,227,303.65	\$2,359,607.49	\$805,284.44	\$1,210,449.81	\$18,435,147.39	\$1,597,810.08	\$13,674,682.28	\$2,966,385.12	\$1,680,337.93

1) Fair Market Value Adjustment may be negative due to GASB Statement 31 for a temporary fair value adjustment.

2) Indirect Charges include expenses for central services, personnel and resource expenses related to administering the fee program.

Note: Small variances may appear due to rounding.

Section 4 – Fiscal Years 2018-2019 through 2022-2023 Five-Year Report

In accordance with Government Code Section 66001, this section addresses the five-year requirements with respect to any remaining funds in the DIF accounts, regardless of whether those funds are committed or uncommitted for FY 18-19 through FY 22-23. The City last completed the Five-Year Report in FY 19-20. The following section provides information necessary to meet the legal requirement for the Five-Year report for the DIF funds.

Requirement 1. Identification of the purpose to which the fees are to be put.

The purpose of the DIFs imposed and collected on new development within the City during FY 18-19 through FY 22-23 was to fund public facilities that are needed to serve the new development within the City as identified in the City's adopted Development Impact Fee Nexus Studies. The purpose of each fee is identified within Section 2 of the Annual AB1600 Report. Future Projects are identified in each of the individual Fund subsections.

Requirement 2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

There is a proportional relationship between the impact fees charged on new development based upon the need for additional public facilities to serve the additional residents and employees that will be generated by the new development. The City does not have the capacity in its existing public facilities to accommodate these new residents and employees. 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 fees for Parks and Recreation, Storm Drainage, Circulation System Improvements, Capital Growth (Residential and Non-Residential), Mobility, Public Art, Underground Utility In-Lieu, and Affordable Housing In-Lieu were updated in May 2020 by Resolution 15,329 adopting the City of Oxnard Development Impact Fee Nexus Study (April 2020) and Resolution 15,330 adopting the Affordable Housing In Lieu Fee Nexus Study (April 2020). Fees for Water Resource Development, Water Capital Facility Charge, and Wastewater Treatment & Collection were not changed during the 2020 update. Each fee had to undergo rigorous nexus requirements that: identify the purpose of the fee; identify the use to which the fee is to be put; determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed; determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed.

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 36 summarizes the fund balance for each fund as of June 30, 2023, the balances that have been held for longer than five years, as well as the costs of the pending facility projects currently identified in the City’s Capital Improvement Plans. Table 37 lists the future improvements, anticipated construction date and other financing sources that will contribute to the project costs if applicable. Since improvements are triggered based on the timing and location of development, improvements will be programmed as deemed necessary by the City and their CIP prioritization process. All fee programs satisfy the five-year test and have sufficient planned future improvement projects with costs that exceed funds held for more than five years.

Table 36: DIF Funding Balances and Future Project Costs

Fund No.	Fund Name	Fund Balance (as of 6/30/23)	Five Year Holdings Balance	Future Improvement Project Costs
350-8020	Park Acquisition & Development	\$835,758	\$504,037	\$1,589,790
350-8030	Storm Drain Facility Fee	\$10,032,449	\$7,775,976	\$13,450,000
350-8040	Traffic Circulation Fee	\$15,997,892	\$1,497,349	\$16,023,058
350-8050	Capital Growth Fee (Residential)	\$1,227,304	\$0	\$8,005,679
350-8060	Capital Growth Fee (Non-Residential)	\$2,359,607	\$0	\$4,510,226
350-8055	Mobility Fee	\$805,284	\$0	\$2,650,000
350-8080	Public Art Program Fee	\$1,210,450	\$0	\$700,000
603	Water Resource Development Fee	\$18,435,147	\$14,632,121	\$29,256,708
605	Water Capital Facility Charge	\$1,597,810	\$1,077,399	\$18,675,000
613	Wastewater Collection Connection & Treatment Fee	\$13,674,682	\$10,070,961	\$14,000,000
360-7050	Affordable Housing In-Lieu Fee	\$2,966,385	\$1,176,609	\$1,447,853
350-8070	Utility Undergrounding In-Lieu Fee	\$1,680,338	\$1,493,901	\$2,000,000

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.

The project tables for each Fund within this report (and summarized in Table 37) list the public improvement projects that are anticipated to be constructed using DIF funds. Anticipated construction start dates are listed based upon when the City anticipates complete funding and staff capacity for the project will be available. Due to CIP priority shifts and the uncertainty of the timing and location of new development, anticipated construction times may vary until sufficient funds have been collected and priorities identified.

Table 37: DIF Projects and Funding Sources

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C9001 / 905701	Cabrillo Neighborhood Park	\$ 161,045.00	\$ 161,045.00	\$ -	\$ -	\$ 161,045.00	100%	FY 27-28	\$ -	n/a
C9401 / 945702	Citywide Park Improvement Program	\$ 322,292.00	\$ 322,292.00	\$ 43,546.70	\$ -	\$ 278,745.30	100%	FY 27-28	\$ -	n/a
C2104	Campus Park Activation	\$ 8,500,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	10%	FY 24-25	\$ 7,650,000.00	State & Local Grant Funds
n/a	Skatepark in Colonia	\$ 3,000,000.00	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	10%	FY 24-25	\$ 2,700,000.00	State Grant Funds
-	Indirect Charges	-	-	\$ -	\$ 736.00	-	-	n/a	n/a	n/a
GRAND TOTAL		\$11,983,337.00	\$1,633,337.00	\$43,546.70	\$736.00	\$1,589,790.30				

Fund No. 350-8030: Storm Drain Facility Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
n/a	Citywide SD Construction	\$ 13,450,000.00	\$ 13,450,000.00	\$ -	\$ -	\$ 13,450,000.00	100%	2024	\$ -	n/a
-	Indirect Charges	-	-	-	\$ 17,953.00	-	-	n/a	n/a	n/a
GRAND TOTAL		\$ 13,450,000.00	\$ 13,450,000.00	\$ -	\$ 17,953.00	\$ 13,450,000.00				

Fund No. 350-8040: Traffic Circulation Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C1301 / 133101	Rice Avenue & Fifth Street Railroad Grade Separation	\$ 131,800,000.00	\$ 6,431,096.00	\$ 772,160.90	\$ 11,846.79	\$ 5,647,088.31	4.88%	In Progress	\$ 125,368,904	State & Local Grant Funds
C1703 / 173102	Oxnard Boulevard & Saviers Road Signal Improvements	\$ 3,208,956.00	\$ 726,566.00	\$ 37,025.65	\$ 34,383.03	\$ 655,157.32	22.64%	In Progress	\$ 2,482,390	General Fund, Federal Grant Funds
C1801 / 183101	Oxnard Boulevard Bicycle Facilities Installation	\$ 2,747,978.00	\$ 708,828.00	\$ 26,686.72	\$ 16,971.50	\$ 665,169.78	25.79%	In Progress	\$ 2,039,150	Federal Grant Funds, State & Local Grant Funds
C1808 / 183114	Traffic Signal Modifications	\$ 3,869,273.00	\$ 25,035.00	\$ 25,007.64	\$ 27.00	\$ 0.36	0.65%	In Progress	\$ 3,844,238	Federal Grant Funds
C2003 / 203101	Adaptive Traffic Signal	\$ 1,852,000.00	\$ 1,852,000.00	\$ 288,514.23	\$ 754,255.82	\$ 809,229.95	100.00%	In Progress	\$ -	n/a
C2006 / 203106	Traffic Signal Modernization	\$ 6,800,000.00	\$ 6,800,000.00	\$ 267,693.68	\$ 135,894.50	\$ 6,396,411.82	100.00%	In Progress	\$ -	n/a
C2213 / 223110	US 101 Del Norte Interchange Upgrade	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100.00%	In Progress	\$ -	n/a
C2304 / 233101	Five Points Intersection Modernization	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100.00%	In Progress	\$ -	n/a
n/a	Traffic Circulation Improvements Fee Study	\$ 500,000.00	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	100.00%	In Progress	\$ -	n/a
n/a	Traffic Signal Timing	\$ 850,000.00	\$ 850,000.00	\$ -	\$ -	\$ 850,000.00	100.00%	In Progress	\$ -	n/a
-	Indirect Charges	-	-	\$ -	\$ 16,199.00	-	-	In Progress	-	n/a
GRAND TOTAL		\$ 152,128,207.00	\$ 18,393,525.00	\$ 1,417,088.82	\$ 969,577.64	\$ 16,023,057.54				


Fund No. 350-8050: Growth Requirement Capital Fee (Residential)

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C1702 / 172201	Fire Station 4 Rebuild	\$ 5,800,000.00	\$ 2,900,000.00	\$ -	\$ -	\$ 2,900,000.00	50%	FY 25-26	\$ 2,900,000	Fund No. 350-8060
C2255 / 22AR54	Oxnard Fire Stations No. 2, 3, 5	\$ 3,550,000.00	\$ 1,775,000.00	\$ -	\$ -	\$ 1,775,000.00	50%	FY 25-26	\$ 1,775,000	Lost Public Sector Revenue Fund, Fund No. 350-8060
-	Professional Services/Contract	-	-	-	\$ 10,611.25	\$ -	0%	n/a	-	n/a
-	Indirect Charges	-	-	-	\$ 1,765.00	\$ -	0%	n/a	-	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00		\$ -	\$ 12,376.25	\$ 1,900,000.00				
-	Bond Payments - Civic Center Phase 2	n/a	n/a	n/a	\$ 434,373.00	\$ 3,330,679.00	26%	n/a	n/a	Fund No. 350-8060, General Fund
GRAND TOTAL		\$ 9,350,000.00	\$ 4,675,000.00	\$ -	\$ 446,749.25	\$ 8,005,679.00				

Fund No. 350-8060: Growth Requirement Capital Fee (Non-Residential)

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
C1702 / 172201	Fire Station 4 Rebuild Design	\$ 3,250,000.00	\$ 1,625,000.00	\$ -	\$ -	\$ 1,625,000.00	50%	FY 25-26	\$ 1,625,000	Fund No. 350-8050
C2255 / 22AR54	Fire Station 2,3,5 Architecture/Design	\$ 3,550,000.00	\$ 1,775,000.00	\$ -	\$ -	\$ 1,775,000.00	50%	FY 25-26	\$ 1,775,000	Lost Public Sector Revenue Fund, Fund No. 350-8050
-	Indirect Charges	-	-	-	\$ 631.00	-	-	n/a	n/a	n/a
TOTAL PROJECT EXPENSES		\$ 6,800,000.00	\$ 3,400,000.00	\$ -	\$ 631.00	\$ 3,400,000.00				
-	Bond Payments - Civic Center Phase 2	n/a	n/a	n/a	\$ 137,401	\$ 1,110,226	9%	n/a	n/a	Fund No. 350-8060, General Fund
GRAND TOTAL		\$ 6,800,000.00	\$ 3,400,000.00	\$ -	\$ 138,032.00	\$ 4,510,226.00				

Fund No. 350-8055: Mobility Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
n/a	Wooley Road Pedestrian Improvements	\$ 2,400,000.00	\$ 2,400,000.00	\$ -	\$ -	\$ 2,400,000.00	100%	FY 27-28	n/a	n/a
n/a	Pedestrian Bridge Improvements at Channel Islands Bridge	\$ 18,000,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	1.39%	FY 28-29	n/a	Federal Grant Funds, State Grant Funds
GRAND TOTAL		\$ 20,400,000.00	\$ 2,650,000.00	\$ -	\$ -	\$ 2,650,000.00				

Fund No. 350-8080: Public Art Program Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23 Actual Expenditures	Future Expenditures	% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
n/a	Downtown Mural Program	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress	n/a	n/a
n/a	Oxnard Sculptures Program	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	In Progress	n/a	n/a
n/a	Citywide Mural Program	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	100%	In Progress	n/a	n/a
-	Indirect Charges	-	-	-	\$ 1,054.00	-	-	n/a	n/a	n/a
GRAND TOTAL		\$ 700,000.00	\$ 700,000.00	\$ -	\$ 1,054.00	\$ 700,000.00				


Fund No. 603: Water Resource Development Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
C1001 / 106002	Water Distribution: Hueneme Road Recycled Water Pipeline - Phase II	\$ 30,376,345.00	\$ 11,876,345.00	\$ 2,063,726.28	\$ 9,163.45	\$ -	39%	Completed	\$ 18,500,000	Water Resource Fund, Water Bond 2021A Revenue Bond Fund
C1101 / 116505	Great ASR Wells	\$ 2,574,419.00	\$ 741,389.96	\$ 693,919.98	\$ 17,366.98	\$ 30,103.00	29%	In Progress	\$ 1,833,029	State & Local Grant Fund, Water Operating Fund, Water Bond 2021A Revenue Bond Fund
C2021	Recycled Water: Aquifer Storage and Recovery (ASR) Completion	\$ 8,574,419.00	\$ 643,271.00	\$ -	\$ -	\$ 643,271.00	8%	FY 27-28	\$ 7,931,148	Water Bond Fund, Fund No. 601 - Water Ops, Water Resources Grant
n/a	Recycled Water: AWPf Improvements Phase I	\$ 1,000,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	25%	FY 24-25	\$ 750,000	WIFIA Fund
n/a	Recycled Water: AWPf Improvements Phase II	\$ 56,666,668.00	\$ 28,333,334.00	\$ -	\$ -	\$ 28,333,334.00	50%	FY 26-27	\$ 28,333,334	WIFIA Fund
-	Indirect Charges	-	-	-	\$ 20,094.00	-	-	n/a		
GRAND TOTAL		\$ 99,191,851.00	\$ 41,844,339.96	\$ 2,757,646.26	\$ 46,624.43	\$ 29,256,708.00				

Fund No. 605: Water Capital Facility Charge

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
n/a	Recycled Water: AWPf Storage Construction	\$ 6,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	50.00%	FY 27-28	\$ 3,000,000	Fund No. 601 - Water Ops
n/a	Aquifer Storage and Recovery (ASR) Wells Construction	\$ 31,350,000.00	\$ 15,675,000.00	\$ -	\$ -	\$ 15,675,000.00	50.00%	FY 27-28	\$ 15,675,000	Fund No. 601 - Water Ops
-	Indirect Charges	\$ -	\$ -	\$ -	\$ 4,177.00	-	-	n/a	\$ -	n/a
GRAND TOTAL		\$ 37,350,000.00	\$ 18,675,000.00	\$ -	\$ 4,177.00	\$ 18,675,000.00				

Fund No. 613: Wastewater Connection & Treatment Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
C2236/226605	Wastewater Maintenance Building Expansion	\$ 10,000,000.00	\$ 5,000,000.00	\$ -	\$ -	\$ 5,000,000.00	50%	2022-2027	\$ 5,000,000	Fund No. 611 - Wastewater Ops
n/a	Eastern Trunk MH Rehabilitation	\$ 3,000,000.00	\$ 2,000,000.00	\$ -	\$ -	\$ 2,000,000.00	67%	In Progress	\$ 1,000,000	Fund No. 611 - Wastewater Ops
C2232/226601	Wastewater Collection: Lift Station Improvements	\$ 3,000,000.00	\$ 3,000,000.00	\$ -	\$ -	\$ 3,000,000.00	100%	2022-2027	\$ -	n/a
C2029/206602	Wastewater Collection: UPRR Central Trunk Sewer Pipe Replace	\$ 6,000,000.00	\$ 4,000,000.00	\$ -	\$ -	\$ 4,000,000.00	67%	In Progress	\$ 2,000,000	Fund No. 611 - Wastewater Ops
-	Indirect Charges	-	\$ -	-	\$ 18,896.00	-	-	2022-2027	-	n/a
GRAND TOTAL		\$ 22,000,000.00	\$ 14,000,000.00	\$ -	\$ 18,896.00	\$ 14,000,000.00				



Fund No. 360-7050: Affordable Housing In-Lieu Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
M2103 / 215103	Central Terrace Development Loan	\$ 1,366,000.00	\$ 1,366,000.00	\$ -	\$ 38,147.36	\$ 1,327,852.64	100%	In Progress	n/a	n/a
M2305	OHA Loan Agreement Successor Parcel	\$ 212,740.00	\$ 212,740.00	\$ -	\$ 212,740.00	\$ -	100%	Completed	n/a	n/a
n/a	7th and Meta Site Acquisition	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	100%	FY 23-24	n/a	n/a
n/a	2051 Mariposa Street and 1250 Azalea Street Property Acquisition	\$ 116,280.00	\$ 116,280.00	\$ -	\$ 116,279.68	\$ -	100%	Completed	n/a	n/a
n/a	Other Charges	-	-	-	\$ 113,808.89	-	-	-	n/a	n/a
GRAND TOTAL		\$ 1,815,020.00	\$ 1,815,020.00	\$ -	\$ 480,975.93	\$ 1,447,852.64				

Fund No. 350-8070: Utility Undergrounding In-Lieu Fee

Project No.	Project Name	Project Budget	Fund Budget	Expenditures to Date	FY22-23		% Funded by Fee	Approx. Construction Start Date	Other Funding	Other Funding Sources
					Actual Expenditures	Future Expenditures				
-	Undergrounding of Overhead Utilities - Citywide	\$ 2,000,000.00	-	\$ -	\$ -	\$ 2,000,000.00	100%	FY 27-28	n/a	n/a
GRAND TOTAL		\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ 2,000,000.00				

Agreement 32500183 with GHD Engineering, Inc. for Owner's Engineer Professional Services for Advanced Water Purification Facility Improvements & Expansion and Aquifer Storage & Recovery / Injection Well Field Project, Specification No. PW 24-119

Tim Beaman, PE
Assistant Public Works Director

City Council
November 19, 2024

That the City Council approve and authorize:

1. The Mayor to execute an Agreement with GHD Engineering, Inc. in the amount of \$5,000,000 from December 1, 2024, to November 31, 2029, for owner's engineer professional services for Advanced Water Purification Facility (AWPF) Improvements & Expansion Project and the Aquifer Storage & Recovery (ASR) / Injection Well Field Project, Specification No. PW 24-119;
2. Project budget appropriations of \$3,500,000 in the AWPF Improvements & Expansion Project (C2023) and \$1,500,000 in the Aquifer Storage & Recovery (ASR) / Injection Well Field Project (C2551) for a total of \$5,000,000 from the Water Development Impact Fee Fund (603) available fund balance, as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amounts; and

3. Project budget unappropriations of \$750,000 from the Water WIFIA Fund (607) and \$478,977 from the Water Resource Fee Fund (606) in the AWPf Improvements and Expansion Project (C2023) as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amount.

- As a key element of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the AWPf Improvements & Expansion and ASR / Injection Well Field Project will utilize recycled water available to provide water supply resiliency and sustainability for the future.
- The project includes
 - Improvements to the existing treatment processes;
 - Expansion to a theoretical capacity of 15 million gallons per day;
 - Additional ASR wells; and
 - Transmission pipelines.
- By engaging an Owner's Engineer the City has access to a broad team of professionals with IPR experience to assist with planning, engineering, construction, and startup & commissioning of this project.



Oxnard Advanced Water Purification Facility

- Owner's Engineer offers highly specialized services in multiple disciplines including membrane filtration process engineering, groundwater hydrology and modeling, new well siting and development, and transmission pipelines engineering.
- Due to the existing workload the City Project Manager and complexity of the Project additional resources are required.

The scope of work for the Owner's Engineer professional services includes, but is not limited to, the following tasks:

- Review available documents including as-builts plans, previous studies and technical documents, NPDES requirements, water quality reports, and other applicable documents.
- Develop planning documents including the development of technical memorandums, cost estimates, and life-cycle cost.
- Present and recommend the best delivery approach (e.g. Traditional Design-Bid-Build Design-Build, Progressive Design-Build, etc.) that would best meet the City's needs.
- Develop scope of work and RFP/RFQ to meet the City selected delivery approach.
- Develop a permitting plan and submit all required permits to the applicable agencies.
- Assist obtaining and reporting funding/financing opportunities including work related to acquiring identified funding and reporting as it pertains to the City's WIFIA loan.
- Make presentations to staff, public, and City Council.
- Coordinate, attend, conduct, record and assist the City at all project meetings and prepare minutes as needed.
- Develop and continuously update a Master Project Schedule.
- Prepare a task matrix list that identifies roles and responsibilities up to six months in advance and project milestones.
- Serve as the City's representative for design and construction phases, project close out, and warranty services through the entire duration of the project.

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- The request for qualifications (RFQ) for the project was published on May 30, 2024, and proposals were due on July 23, 2024. The City received three proposals, which all deemed complete and responsive. These were then reviewed by three staff members consisting of the AWPf Operations Manager, Water Operations Manager, and Senior Civil Engineer.
- GHD Engineering, Inc. was selected as the most qualified firm based on their extensive experience serving as Owner's Engineer for major advanced membrane water treatment facilities throughout California, engineering and construction experience, having performed other projects successfully with the City, and a dedicated local presence.
- Staff has confirmed that GHD Engineering 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.

- The project planning and engineering work is scheduled to begin in 2024, and design and construction work will continue for the next five years. GHD will work closely with the city staff, other project consultants, and AWPf operations staff to keep the project on delivery schedule.

- The total cost for this Agreement shall not exceed \$5,000,000 and will be used for two CIP projects: AWPf Improvements & Expansion Project (C2023) and ASR / Injection Well Field (C2551).
- This is a time and materials-driven contract based on approved labor rates and not-to-exceed fee amount; multiple assignments will be issued and managed by the City Project Manager during the contract period.
- The AWPf Improvements and Expansion Project (C2023) currently has \$1,228,977 allocated from the Water Resource Fee Fund (606) and Water WIFIA Fund (607); however, staff is proposing to appropriate Water Resource Development Impact Fees Fund (603) to fund this Agreement instead of the current funding sources.

- This will result in unappropriating \$1,228,977 in allocated funds and appropriating \$3.5M from the Water Resource Development Impact Fee Fund (603) as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amounts.
- The ASR / Injection Well Field Project (C2551) currently has no funds appropriated; however, staff is proposing to appropriate Water Resource Development Impact Fees Fund (603) to fund this Agreement for \$1.5M as well as the corresponding Water Capital Fund (602) transfer in/appropriation in the same amount.



End of Presentation



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.3

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32500227 with KYA Services, LLC. for Design Build of the Oxnard Tennis Center Specification No. PW 23-70. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$1,453,263.30 in Project funds for the Design Build of the Oxnard Tennis Center Specification No. PW 23-70;
2. The Mayor to Execute an Agreement with KYA Services, LLC. in the amount of \$1,397,367.30 and a Project contingency amount of \$27,948 (2%) with KYA Services, LLC. for a total not to exceed value of \$1,425,315.30 for the Project; and
3. A Project allocation amount of \$27,948 (2%) for engineering, inspection, survey and project management for the Project.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/E0j8Q_oUfcU

BACKGROUND

The Project scope consists of the design and construction of Oxnard Tennis Center tennis court improvements for the purpose of improving all eight tennis courts located at the Oxnard Community Park West. The work includes designing, permitting, resurfacing tennis courts, furnishing and installing interior fencing, court nets, fabric on perimeter fencing, protective nets above perimeter fencing, striping, and court lighting.

Capital Improvement Program (CIP) Reference:

Project No. **C2251** – Oxnard Tennis Center Improvements Project - CIP 2025-2029 - Adopted June 4, 2024 – Page 79.

DISCUSSION

The work is tentatively scheduled to begin in early calendar year 2025 and continue into Fall 2025 absent any delays due to supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Oxnard Tennis Center, the City's Cultural and Community Services Department's representatives, and the stakeholders 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 of Request for the Pre-Qualification (RFQ) was published on May 30, 2024. Two firms submitted their

prequalification packets, KYA Services LLC. and TD Sports, and were both prequalified on June 24, 2024. The Request for Proposals (RFP) on the Design-Build Project was published on August 13, 2024, and all proposals were due on September 26, 2024. The City received the following proposals:

KYA Services LLC.: \$1,397,367.30

TD Sports Inc.: Non-responsive

The proposal from KYA Services LLC. is responsive to the City's RFP, is within the project allocation amount, and includes proposed improvements to all eight existing courts. Following this determination, procurement staff reviewed all documentation received from KYA Services LLC. 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). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to KYA Services LLC.

Staff recommends authorizing \$1,453,263.30 for the project, which in addition to the project award amount of \$1,397,367.30, includes \$27,948 for project contingency (2% of the contract cost) and \$27,948 for the cost of engineering services and City staff (2% of the contract cost). The project contingency and the cost of engineering services and City staff are set to 2% each because the Vendor is responsible for all quality control and assurance activities under this Design-Build agreement. Additionally, this project is anticipated to have a short construction period and the estimated total amount for the engineering services is expected to be just under 2%. Engineering services include the following activities during construction: inspection, project management, and labor compliance. These recommendations bring the total estimated cost of the project to \$1,453,263.30.

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

The total cost for this Project shall not exceed \$1,453,263.30, which includes the construction agreement, contingency, and project allocation. The Oxnard Tennis Center Improvements Project (C2251) has a project budget balance of \$1,455,000 from the America Rescue Plan Act (ARPA) Fund (204).

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 budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500227 KYA
2. Presentation

**DESIGN BUILD CONTRACT FOR
OXNARD TENNIS COURT IMPROVEMENT PROJECT
SPECIFICATION NO. PW 23-70**

**BY AND BETWEEN
THE CITY OF OXNARD
AND
KYA SERVICES, LLC.**

THIS DESIGN BUILD CONTRACT (the “Contract”) is made and entered this _____ day of _____, 2024 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and KYA SERVICES, LLC., (“Design/Builder”). The City and Design/Builder are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City issued a Request for Qualification on May 30, 2024 to obtain information from design build entities with tennis/pickleball court design and construction experience and two (2) design build entities responded and the City qualified two (2) design build entity that would be eligible to submit proposal for the Oxnard Tennis Court Improvements Project ; and

WHEREAS, this project is funded in full with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA); and

WHEREAS, the selected Design/Builder is a duly organized Corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, in light of the facts set forth above and the certifications made by Design/Builder as part of its Proposal, the City desires to retain Design/Builder to perform the replacement, installation and construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if called for in all, and together constitutes Design/Builder’s performance obligations:

1. Contract, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities");
2. Design/Builder's Proposal (Exhibit A);
3. Exhibits B, C, D, F and G
4. Change Orders issued and approved by the City;
5. Permits;
6. Guaranteed Maximum Price Proposal
7. Special Conditions

3. DESIGN/BUILDER'S OBLIGATIONS

- A. The Services. The Design/Builder agrees to furnish or arrange for the architectural, engineering and construction services set forth herein and required for completion of the Project on a Guaranteed Maximum Price basis. Design/Builder represents that it is thoroughly familiar with and understands the requirements of the Project scope contemplated by the Owner's Facilities Program for the Project. Design/Builder represents to the City that Design/Builder has all the necessary architectural, engineering and construction education, skill, knowledge and experience required for the Project, and will maintain at all times during the term of this Contract such personnel on its staff to provide the services contemplated in the RFP and Proposal within the time periods listed in the RFP.
- B. Design/Builder will perform all of the Work required for the Project, as specified in the Contract Documents. Design/Builder must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Design/Builder must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- C. Until the acceptance of the Work, the Design/Builder shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- D. The Design/Builder shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Design/Builder shall, at the Design/Builder's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- E. The suspension of the Work from any cause whatever shall not relieve the Design/Builder of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Design/Builder shall, at the Design/Builder's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Design/Builder shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the

possession of such materials, and the Design/Builder shall promptly return the same to the site for the work when requested. The Design/Builder shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- F. In an emergency affecting the safety of life or property, including adjoining property, the Design/Builder, without special instructions or authorizations, is authorized to act at the Design/Builder's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- G. Notwithstanding the foregoing provisions of this article, the Design/Builder shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Design/Builder or its subcontractor responsible for the design work shall possess a valid (professional engineer or architect license) issued by the California Board of Professional Engineers, Land Surveyors and Geologists and/or California Architects Board
- B. The Design/Builder or its subcontractor responsible for the construction work shall possess a valid A and/or B Contractor's license issued by California State Contractors License Board.
- C. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- D. In accordance with Section 7028.15 of the Business and Professions Code, all Design Professionals, Contractors and Subcontractors shall be licensed in accordance with the laws of the State of California and any such not so licensed is subject to the penalties imposed by such laws.
- E. The Design/Builder will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; GMP PROPOSAL; PAYMENT

- A. As full and complete compensation for Design/Builder's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, the City's not to exceed amount is one million four hundred thousand dollars (\$1,400,000.00) (the "Contract Price") for all of the Design/Builder's direct and indirect costs to perform the Work, in accordance with Design/Builder's Proposal (attached hereto as Exhibit "A") and the Guaranteed Maximum Price (GMP).
- B. As set forth in the Project Schedule, the Design Bulder shall prepare and deliver to the

City, a Guaranteed Maximum Price ("GMP") Proposal. The Design/Builder shall, at a minimum, include in the GMP proposal:

1. A recital of the specific Construction Documents, including drawings, specifications, and all addenda thereto, used in preparation of the GMP Proposal;
 2. The Guaranteed Maximum Price Elements: (1) Guaranteed Maximum Cost of Work detailed by each subcontract, trade, etc.; (2) Design/Builder's Contingency for the Work; (3) Guaranteed Maximum Design/Builder's Staffing Cost, detailed by expense category; (4) Guaranteed Maximum General Conditions Cost (includes bonds and insurance costs, detailed by expense category; (5) Guaranteed Maximum for Design/Builders Overhead and Profit.
 3. A draft schedule of values;
 4. A description of all other inclusions to or exclusions from the GMP;
 5. All assumptions and clarifications; and
 6. The final Construction Schedule.
- C. The Design/Builder acknowledges that the Construction Documents may be incomplete at the time the Design/Builder delivers the GMP proposal, and that the Construction Documents may not be completed until after the commencement of the Work. Nevertheless, the GMP proposal shall include all costs for the Work required by the completed Construction Documents, and if the GMP proposal is accepted by the City, the Design/Builder shall be entitled to no increase in the GMP if the Work required by the completed Construction Documents (i) is required by the Contract for Design/Build Construction, (ii) is reasonably inferable from the incomplete documents, (iii) is consistent with the City's goals and objectives, (iv) is consistent with the City's Design and Construction Standards and the general industry standards for completion of the Work, (v) is not a substantial enlargement to the scope of Work or (vi) substantially conforms to the nature, type, kind or quality of Work depicted in the incomplete documents.
- D. If the GMP proposal is unacceptable to the City, the City shall promptly notify the Design/Builder in writing. Within (14) calendar days of such notification, the City and Design/Builder shall meet to discuss and resolve any differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the Work and/or the GMP.
- E. Upon acceptance of the GMP proposal the City shall issue a written Notice to Proceed to the Design Builder establishing the date construction is to commence. The Design/Builder shall not expend any monies for construction prior to the receipt of such Notice to Proceed without the written approval of the City.
- F. The City shall make payments within thirty (30) Calendar Days after receipt of the Design/Builder's undisputed and properly submitted payment request, based in part on the Project Schedule. The City shall return to the Design/Builder any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Calendar Days after receipt, and shall explain in writing the reasons why the payment request is not proper.
- G. Whenever the Project Work is completed, the Design/Builder shall then submit to the Project Manager a written statement of the final quantities of Contract items for inclusion

in the final invoice. Upon receipt of such an invoice, the Project Manager shall check the quantities included therein and shall authorize a payment amount, covering the value of the total amount of Work done by the Design/Builder, less all previous payments. The Project Manager shall then file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Design/Builder. In addition, the final payment will not be released until the Design/Builder returns the control set of Plans and Specifications showing the redlined as-built conditions.

- H. City shall pay the Design/Builder for the performance of the Design and Construction Services, the Work and the Reimbursable Expenses permitted under this Contract in amount not to exceed the Contract Price, in section 5.A. There shall be no re-allocation of amounts among the categories in the GMP, without the City's written consent. The Contract Price (Budget) shall be comprehensive in scope in that all costs of the Design/Builder necessary for the proper execution of the Design Services and the Work shall be clearly identified and no other cost shall be allowed, subject to adjustments permitted hereunder. In the event that upon full completion of the Design Services and Construction Work for the Project, the actual cost hereof is less than the Contract Price, the City shall be entitled to the difference.

6. PROJECT SCHEDULE; CONSTRUCTION TIME; NOTICE TO PROCEED; TERM

- A. Design/Builder and City have agreed upon a preliminary overall Project schedule covering the planning, design and construction of the Project, which is set to two hundred and seventy (270) Working Days, after the issuance of the Notice to Proceed. This preliminary schedule shall serve as the framework for the subsequent development of a final Construction Schedule with the Guaranteed Maximum Price proposal.
- B. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of two hundred and seventy (270) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Design/Builder until this Contract, including insurance documents, business tax certificate have been executed and/or approved by the City.
- C. Notice to Proceed. No Construction related work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the Design/Builder by the City. Design/Builder shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Design/Builder in advance of such time shall be considered as being done at the Design/Builder's own risk and responsibility, and as a consequence will be subject to rejection.
- D. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Design/Builder has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. ERRORS AND OMISSIONS

The Design/Builder shall, at no additional cost to the City, immediately make additions, changes and corrections to any documents prepared by Design/Builder necessitated by errors and

omissions in the Design/Builder's performance of its services. In addition, the Design Builder shall not be entitled to any compensation or adjustment in the Guaranteed Maximum Price for additional work required as a result thereof, provided, upon the City's written approval, Design/builder may use contingency funds to pay for Work not included in the Construction Documents which add value to the Project (but expressly excluding any demolition or other costs related to the substitution of such Work for previously installed Work and associated design fees). The foregoing shall not relieve Design/builder for liability to the City for any damages, including costs incurred by Owner after termination in whole or in part of the Agreement, resulting from any error or omissions by Design/Builder in the course of its duties under this Agreement.

8. PROJECT REPORTING

The Design/Builder shall provide a monthly report in searchable PDF format summarizing the progress of the Project to the City, including information on the subcontractor's Work, percentage of completion of the Work, current estimating, Project accounting reports as applicable, projected time to completion and estimated cost to complete the Work, progress photographs, logs for Requests for Information, submittals and shop drawings, Change Orders, cost change proposals, field directives, safety meeting, deficiencies, weather conditions and meeting minutes.

9. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Design/Builder or SubDesign/Builder (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.

1. In the event of a Section 9204 Public Works Claim, Design/Builder may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).

B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Design/Builder or SubDesign/Builder (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.

1. In the event of a Section 20104 Public Works Claim, Design/Builder may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).

- C. For disputes or claims that do not constitute Public Works Claims, City and Design/Builder agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.
 4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
 5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

10. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Design/Builder, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Design/Builder of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Design/Builder for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Design/Builder shall, unless the notice directs otherwise, do the following:
1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Design/Builder will be paid without duplication for:

1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 2. Reasonable costs incurred in settlement of terminated contracts with SubDesign/Builders, suppliers and others; and
 3. Reasonable expenses directly attributable to termination.
- D. The Design/Builder shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Design/Builder. If the Design/Builder fails to submit a proposal, the City may determine the amount, if any, due the Design/Builder as a result of the termination. The City will pay the Design/Builder the amount it determines is reasonable. If the Design/Builder disagrees with the amount determined by the City as being reasonable, the Design/Builder shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.
- E. Design/Builder shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Design/Builder on terms that are consistent with this Contract and that afford no greater rights of recovery against Design/Builder than are afforded to Design/Builder under this Section 7.

11. TERMINATION FOR DESIGN/BUILDER'S DEFAULT

- A. Default. The City may terminate this Contract for Design/Builder's default as set forth in this Section. The City will consider the Design/Builder in default of this Contract if, prior to the City's acceptance of the Work, the Design/Builder:
1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or
 6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Design/Builder, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Design/Builder and its Surety. The Design/Builder shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Design/Builder fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default

thereafter, the City will consider the Design/Builder in default of the Contract and:

1. will terminate the Design/Builder's right to perform under the Contract by issuing a written notice of termination for default to the Design/Builder and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Design/Builder to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

12. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Design/Builder and all Subcontractor shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Design/Builder shall be responsible for using the correct and current prevailing wage rates. Design/Builder shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Design/Builder from the responsibility for payment of the correct prevailing wage.
- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Design/Builder's Submitted Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Design/Builder must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
1. Design/Builder and Subcontractor Obligations. Design/Builder and each contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with

the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct; and
 - b. Design/Builder or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Design/Builder or Subcontractor has ten days in which to comply with the requirements of this section. If Design/Builder or Subcontractor fails to do so within the ten-day period, Design/Builder or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Design/Builder.
- D. Apprentices. Design/Builder is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Design/Builder is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Design/Builder has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Design/Builder further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Design/Builder will require the same of all its Subcontractor.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
1. Pursuant to Labor Code section 1775, the Design/Builder and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each

worker by the Design/Builder.

2. The Design/Builder or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective Design/Builder or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Design/Builder must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Design/Builder does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Design/Builder and its Subcontractor must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Design/Builder represents that it is aware of the registration requirement and is currently registered with the DIR. Design/Builder shall maintain a current registration for the duration of the Project. Design/Builder shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

13. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of one thousand dollars (\$1,000.00) per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

14. COMPLIANCE WITH LAWS

Design/Builder shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Design/Builder, its employees, officers, board members, agents, independent Design/Builders, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Design/Builder at its sole expense and prior to commencing any Work hereunder.

15. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Design/Builder certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

16. INSURANCE

Design/Builder shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in Exhibit B to this Contract.

FEDERAL GRANT CONTRACT PROVISIONS Design/Builder acknowledges that the Project is being funded or in part with Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by the Treasury Department under the American Rescue Plan Act (ARPA), and further acknowledges and agrees to the provisions in the federal grant contract addendum attached to this Contract as **Exhibit "I"** and is incorporated by reference as if fully set forth herein.

a. **ACCESS TO RECORDS.** (1) The Design/Builder agrees to provide the City of Oxnard, ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Design/Builder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Design/Builder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Design/Builder agrees to provide the ARPA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the City of Oxnard and the Design/Builder acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.

b. **SEAL, LOGO AND FLAGS.** The Design/Builder shall not use the DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific ARPA pre-approval.

c. **COMPLIANCE WITH FEDERAL LAW REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the contract. The Design/Builder will comply with all applicable Federal law, regulations, executive orders, and ARPA policies, procedures, and directives.

d. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Design/Builder, or any other party pertaining to any matter resulting from the Contract.

e. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** Design/Builder must comply with the requirements of the The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment under a Federal grant funded project. The Design/Builder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Design/Builder's actions pertaining to this Contract.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Design/Builder shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Design/Builder, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Design/Builder hereunder, or arising or alleged to arise from Design/Builder's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Design/Builder will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Design/Builder will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Design/Builder's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Design/Builder agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Design/Builder for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Design/Builder hereunder, Design/Builder shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
4. Design/Builder's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous

- Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.
- B. City will timely notify Design/Builder upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Design/Builder's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Design/Builder shall require the same indemnification from all Subcontractors.
- C. The provisions of this subsection only apply to a Design Professional within the meaning of California Civil Code section 2782.8, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such Services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that the Design Services to be provided under this Agreement are those of a Design Professional, their duty to indemnify, hold harmless, and defend the City shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or subconsultants in the performance of the Services described in this Agreement. In no event shall the costs of defense charged to the Design Professional exceed the Design Professional's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection shall be construed to require the Design Professional to provide indemnification for Claims caused by the active negligence or willful misconduct of the City, or any other party for whom Design Professional is not legally liable

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Design/Builder of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Design/Builder shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Design/Builder to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Design/Builder receives any third-party claim relating to this Project, the Design/Builder shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Design/Builder shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Design/Builder "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Design/Builder has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Design/Builder shall prepare and submit reports concerning Design/Builder's performance of the Work required by this Contract.
- B. Design/Builder shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Design/Builder and its subcontractor shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Design/Builder hereunder shall be retained by Design/Builder and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Design/Builder shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Design/Builder shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every SubDesign/Builder who will perform Work on the Project, the Design/Builder shall be responsible for such SubDesign/Builder's compliance with this Section. The Design/Builder shall include in the written contract between itself and each SubDesign/Builder a copy of the provisions in this Section and a requirement that each SubDesign/Builder shall comply with those provisions. The Design/Builder shall be required to take all actions necessary to enforce such contractual provisions and ensure SubDesign/Builder's compliance. The Design/Builder shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument first approved by the City and signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Design/Builder with respect to the subject matter of this Contract.

- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: Public Works Director
305 W. Third Street, East Wing, Third Floor
Oxnard, CA 93030

TO DESIGN/BUILDER: KYA SERVICES, LLC
1800 E. McFadden Avenue
Santa Ana, CA 92705

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Design/Builder, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Design/Builder or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (1) the expiration of the one-year guarantee period; or (2) on one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Design/Builder must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Design/Builder or the payment of money by the City shall not relieve Design/Builder from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Design/Builder is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Design/Builder for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Design/Builder without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Design/Builder, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or

approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Design/Builder is an independent Contractor. All persons working for or under the direction of the Design/Builder are the Design/Builder's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

KYA SERVICES, LLC.

xJohn C. Zaragoza, Mayor¹ Date
☐ Purchasing Agent

Jonathan Williams, COO,² Date

Brooks Berry, CFO Date

ATTEST:

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

APPROVED AS TO FORM:

Stephen Fischer Date
City Attorney

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

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.

EXHIBITS

- Exhibit A: Design/Builder's Proposal**
- Exhibit B: Project Description, Project Budget, and Project Documents and Guidelines**
- Exhibit C: Project Schedule**
- Exhibit D: Schedule of Services**
- Exhibit E: Requirements for Submittals to City**
- Exhibit F: Project Specific Requirements**
- Exhibit G: Schedule of Payments**
- Exhibit H: Form INS-E: Insurance Requirements**
- Exhibit I: Federal Grant Funded Addendum**
- Exhibit J: Byrd Anti-Lobbying Certification**
- Exhibit K: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions**
- Exhibit L: S/M/WBE and LSA Firm Outreach Plan**
- Exhibit M: Payment Bond (Labor and Materials)**
- Exhibit N: Performance Bond**

EXHIBIT A
DESIGN/BUILDER'S PROPOSAL

City of Oxnard
Purchasing Department

Solicitation # PW 23-70
Proposal Close Date: 09/26/2024 by 2:00 PM

(O) COST PROPOSAL:

The undersigned hereby proposes and agrees to furnish all design services, construction labor, materials, equipment, including management and oversight, to perform all work required for the Project in the manner and time described in the undersigned's design proposal and documents. The Cost Proposal, set forth below, includes all costs of the scope of work as requested in the RFP, and required by the provisions of the Design-Build Contract, including the cost of bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the scope of work.

1. COST PROPOSAL BUDGET:

ITEM	DESCRIPTION	BUDGET AMOUNT
PRECONSTRUCTION ITEMS		
1	Preliminary Investigation	\$ 5,000
2	Design and Permitting	\$ 94,896
SUBTOTAL A	PRECONSTRUCTION ITEMS BUDGET ¹	\$ 99,896
CONSTRUCTION ITEMS		
3	Construct tennis and pickleball courts	\$ 919,730
4	Furnish and install ancillary court features (interior fencing, tennis/pickleball court nets, fabric on perimeter fencing, protective nets above perimeter fencing, and striping)	\$ 311,200
SUBTOTAL B	CONSTRUCTION ITEMS BUDGET ²	\$ 1,230,930
5	Design and Construction Fee ³ (<u>5</u> % of SUBTOTAL A and SUBTOTAL B)	\$ 66,541.30
TOTAL	COMPLETE SCOPE OF WORK FOR THE GMP (SUBTOTAL A +	\$ 1,397,367.30

	SUBTOTAL B + Item 5; <u>GMP not to exceed \$1,400,000.00</u>	
<u>Notes:</u> ¹ (Preconstruction Items Budget) multiplied by (1 plus Design and Construction Fee %) shall not exceed \$100,000.00 ² (Construction Items Budget) multiplied by (1 plus Design and Construction Fee %) shall not exceed \$1,300,000.00 ³ DBE shall enter Design and Construction Fee as a percentage. Calculate Budget Amount for Line 5 as (Subtotal A plus Subtotal B) times (Design and Construction Fee %).		



Scope of Work

- 1) Removal of existing interior fence (courts 1-8)
- 2) Saw-cut and remove approx. 57,600 s.f. of severely damaged asphalt up to a depth of 4" (Courts 1-8)
- 3) Excavate existing material including vegetation, dirt and rocks, sub-grade, etc. to a depth of 1" below the existing grade in 2 areas totaling approx. 57,600 s.f.
- 4) Scarify and re-compact any disturbed sub-grade or as needed for proper compaction.
- 5) Cement-treated base (CTB) remaining sub-base to a depth of 12" with 5% cement, approximately 57,600 s.f.
- 6) Pave over approx. 57,600 s.f. of previously cement treatment base with up to 4" of hot mix asphalt, placed in (1) lift.
- 7) Apply two filler coat of Plexipave acrylic color system.
- 8) Stripe the courts based on aerial view.
- 9) Install new separation fencing between courts and tennis posts/nets
- 9) Submit and acquire Building Engineering & Safety permit(s) from the City of Oxnard Community Development Department.

Exhibit B

PROJECT DESCRIPTION

The Tennis Court Improvements Project (Project) will rehabilitate the existing 240 feet x 240 feet (57,600 SF) tennis and pickleball courts on the south end of Community Park West located at 801 Hobson Way, Oxnard, California. The project will include designing and constructing a combination of standard size six (6) tennis courts and twelve (12) pickleball courts in an area enclosed by perimeter fencing, rehabilitate interior fencing to delineate courts, new tennis court nets, new fabric on perimeter fences, new protective nets above exterior fence, new striping, and new lighting for sports activities at night.

PROJECT BUDGET

The Project Budget includes all costs related to accomplishing the Project. The Project Budget is allocated as follows:

- Pre-Construction/Design Maximum Budget \$100,000
- Construction Maximum Budget \$1,300,000
- Total Project Budget \$1,400,000

The design and construction of the Project shall be completed within a Guaranteed Maximum Price ("GMP") consistent with the Project Budget set forth above. The GMP includes all costs that are within the control of the Design-Build Team including design, project management, community engagement, construction, warranty, insurance, project closeout, overhead, profit, general conditions, bonds, and other soft costs. The GMP shall also include the Design-Build Team's contingency for architect/engineer ("A/E") costs and constructor errors and omissions. The GMP proposed by each Design-Build Team shall not exceed the Project Budget. Construction of the Project within the Project Budget is critical. The GMP is not to be construed as a stipulated sum, subject to change, but rather a true guaranteed not-to-exceed maximum cost. The Design-Build Team's goal is to design the most value into the Project, as you believe prudent, while remaining within the Project Budget and the GMP.

PROJECT DOCUMENTS AND GUIDELINES

Reference RFP Solicitation # PW 23-70 for the Design and Construction of Oxnard Tennis Center Improvements for general project documents and guidelines.

EXHIBIT C
PROJECT SCHEDULE

=== RESERVED FOR DESIGN BUILD TEAM ===

PROJECT SCHEDULE TO BE PROVIDED BY THE DESIGN BUILD TEAM

=== RESERVED FOR DESIGN BUILD TEAM ===

EXHIBIT D

SCHEDULE OF SERVICES

=== RESERVED FOR DESIGN BUILD TEAM ===

SCHEDULE OF SERVICES TO BE PROVIDED BY THE DESIGN BUILD TEAM

=== RESERVED FOR DESIGN BUILD TEAM ===

EXHIBIT E

REQUIREMENTS FOR SUBMITTALS TO CITY

(a) Insurance and Bonds

i. The Design-Build Team shall submit to the City, for the City's review and acceptance, all insurance and bond submittals required under the Design-Build Contract, or other documentation acceptable to the City, within fifteen (15) Calendar Days of issuance of a Notice of Award letter. The required insurance and bonds submittals, or other acceptable documentation, shall be reviewed by the City prior to execution of the Design-Build Contract.

ii. The successful Design-Build Team shall carry and maintain, at the successful Design-Build Team's expense, at all times during the term of the agreement not less than the coverage and limits of insurance set forth in the General Conditions to the Design-Build Contract Appendix "V," which shall be maintained with insurers and under forms of policies satisfactory to City.

(b) Quality Control Program

i. The Design-Build Team shall implement and operate a quality control program during all phases of the Project from commencement of design through completion of construction. The program shall include specific steps to be taken by the Design-Build Team to ensure all designs, materials, products, and workmanship conform to the Contract Documents, minimum program and performance requirements, and applicable codes.

ii. Coinciding with the 60% design plan submittals to the City, the Design-Build Team shall submit to the City, for the City's review and approval, a detailed quality control program that includes, at a minimum, the following:

1. Lines of authority and responsibility, and internal review procedures and processes to ensure all work conforms to the Contract Documents, program and performance requirements, and applicable codes, and is proceeding in a quality manner.
2. Specific timeframes or periods during construction during which the Architect and its consultants, will be on-site to review and inspect the progress of construction activities for conformity with the Project plans and specifications. Include disciplines to be on-site during each of these reviews and inspections.
3. Specific steps to be taken by the Design-Build Team to control construction quality and ensure conformance with the Project plans and specifications. Include specific material testing requirements during construction that the Design-Build Team will perform and report to the City for concurrence.

(c) Submittals and Mobilization Plan.

i. Coinciding with the 60% design plan submittals to the City, the Design-Build Team shall submit to the City, for the City's review and approval, a mobilization plan and schedule. The mobilization plan and schedule shall be reviewed by the City prior to execution of the Design-Build Contract. The mobilization plan and schedule shall be developed in both narrative and graphic format, and shall include, at a minimum, the following:

1. A detailed mobilization plan and schedule for initial construction activities.
2. A detailed sequential plan for commencement of site work no later than the dates specified in the Master Project Schedule.

ii. The Design-Build Team shall also submit a plan for review and approval of all required construction phase submittals by the Architect and Designer of Record, as applicable. Construction phase submittals shall include, without limitation, a complete schedule through the Project Completion Date that shows required product/design submittal dates, interim design reviews, required City review periods, and dates for submittals to and receipt of approval from all required approval agencies.

EXHIBIT F
PROJECT SPECIFIC REQUIREMENTS
=== RESERVED FOR DESIGN BUILD TEAM ===

**PROJECT SPECIFIC REQUIREMENTS TO BE PROVIDED BY THE DESIGN BUILD TEAM
AND APPROVED BY THE CITY'S PROJECT MANAGER**

JOBSITE MANAGEMENT AND LOGISTICS PLAN;

INITIAL CONSTRUCTION SCHEDULE DEADLINE;

GMP PROPOSAL SUBMITTAL DEADLINE;

MINIMUM SITE VISITS;

MILEAGE RATES;

**DESIGN/BUILDER'S OVERHEAD AND PROFIT PERCENTAGE SHALL NOT EXCEED .)%
WITHIN THE GMP AND 0.0% FOR ADD OR CREDIT CHANGE ORDERS.**

=== RESERVED FOR DESIGN BUILD TEAM ===

EXHIBIT G

SCHEDULE OF PAYMENTS

=== RESERVED FOR DESIGN BUILD TEAM ===

**SCHEDULE OF PAYMENTS TO BE PROVIDED BY THE DESIGN-BUILD TEAM AND
APPROVE BY THE CITY'S PROJECT MANAGER**

PRE-DESIGN PHASE;

CONCEPT SCHEMATIC DESIGN;

ADVANCED DESIGN;

**DESIGN DEVELOPMENT PHASE AND LIFE CYCLE COST AND ANALYSIS REPORT;
CONSTRUCTION DOCUMENTS;**

COMPLETED CONSTRUCTION DOCUMENTS;

CONSTRUCTION PHASES;

FINAL COMPLETIONS.

LIST OUT HOURLY RATES FOR PROFESSIONALS;

PRE CONSTRUCTION SERVICE FEES (BY PHASE)

Change Orders. Any deviation from the amounts as set forth in the GMP must be prepared in writing by the Design/Builder as a Change Order Request, which shall include the reason for the change in work, the change in the amount of compensation due, and supporting documentation. The Change Order Request is subject to City Approval. If a Change Order Request is approved, the City will issue a Change Order and the Design/Builder may proceed with the requested change. Design/Builder shall submit an updated invoice in accordance with Section 5 of the Contract for all approved Change Orders.

=== RESERVED FOR DESIGN BUILD TEAM ===

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH 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. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. 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.

1. 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-E. 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. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. 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.

3. 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-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. 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.

5. 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.

6. 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 sample accord form.

INS-E.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

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		POLICY INFORMATION:	
Telephone:		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)	
TYPE OF INSURANCE		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:	
GENERAL LIABILITY		CITY AGREEMENTS/PERMITS	
☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
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:			
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			
a. 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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		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		POLICY INFORMATION:	
Telephone:		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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		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 % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 46250-4299 US		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 _____	

EXHIBIT I

Federal Grant Funded Contract Addendum

City of Oxnard – ARPA

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Oxnard by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Oxnard, according to the City’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

Certifications requiring signature from the Contractor follow at the end of this Document.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

WBE / MBE FORM ATTACHED BELOW

2. Suspension and Debarment. (applies to all purchases.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Oxnard. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CERTIFICATION ATTACHED BELOW

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION ATTACHED BELOW

4. Access to Records. (applies to all purchases.)

(A) The Contractor agrees to provide the City of Oxnard, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Oxnard and understands and agrees that the City will, in turn, report

each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Davis-Bacon Act. (applies to projects over \$2000)

(A) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(B) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(C) Additionally, contractors are required to pay wages not less than once a week.

15. Compliance with the Copeland “Anti-Kickback” Act. (applies when Davis-Bacon Act is required)

(A) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

EXHIBIT J

City of Oxnard
Purchasing Department

Solicitation # PW 23-70
Proposal Close Date: 09/26/2024 by 2:00 PM

(G) BYRD ANTI-LOBYING CERTIFICATION

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, KYA Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Williams / COO

Name and Title of Contractor's Authorized Official

(H) CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER
COVERED TRANSACTION

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 31 CFR Part 19.

Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph 2 of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Jonathan Williams

Name (Typed)

KYA Services, LLC

Title and Organization Name (Typed)

[Signature]

Signature

9/25/24

Date

(I) S/M/WBE AND LSA FIRM OUTREACH PLAN

Project Number: _____

EXHIBIT L

City of Oxnard
Purchasing Department

Solicitation # PW 23-70
Proposal Close Date: 09/26/2024 by 2:00 PM

Consultant: _____

Submittal #: _____

In this section, the Consultant is to provide details regarding strategies and efforts made to solicit, engage and utilize small and minority businesses, women's business enterprises (S/M/WBE) and labor surplus area (LSA) firms to demonstrate responsiveness to 2 CFR § 200.321.

1. Identify the items of work made available to S/M/WBEs and LSAs. Provide a description of the work items, approximate dollar amount and the percentage of the total Contract value.

Description of Work Item	Contractor Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract
	N/A			

2. Describe the outreach efforts to identify S/M/WBEs and LSAs on this Agreement, list agencies/associations/databases consulted and the date, method and result of the outreach efforts (examples include but are not limited to: Small Business Administration, the Minority Business Development Agency, the Department of Commerce, minority business associates, Small Business Development Centers, DGS).

Agency/Association Chamber/Database Name	Contact Name	Method of Outreach (fax, Email, Phone, etc.)	Date of Outreach	Response / Outcome
N/A				

3. Describe the outreach efforts exerted to ensure that qualified S/M/WBEs and LSAs were solicited and had sufficient information about subcontracting opportunities on this Contract. Include the date and method of the outreach efforts.

S/M/WB E and LSA Firm Name	Contact Name / Title	Business Type (Small / Minority / Women)	Outreach Method (Fax, Email, Phone, etc.)	Initial Outreach Date	Follow- Up Date	Response / Interested in Bidding (Y/N)
N/A						

4. Detail methods utilized to determine whether S/M/WBEs and LSAs were qualified:

5. What approach was taken to arrange subcontracting work in a way that would encourage the participation of S/M/WBEs and LSAs on this Agreement. Provide examples of how delivery schedules, when permissible, were established in a way that would encourage participation by S/M/WBEs and LSAs.

6. Identify any contractual requirements, incentives, or other measures your team utilized or considered utilizing on this Agreement to promote S/M/WBE and LSA assistance. This may include assistance in meeting insurance limits, bonding requirements, obtaining certifications or licenses that are appropriate in facilitating the type of work the S/M/WBEs and LSAs would be performing.

Note: **USE ADDITIONAL SHEETS NECESSARY TO DEMONSTRATE RESPONSIVENESS.**

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

(Name and address of Contractor)

a contract (the "Contract") for the Work described as **OXNARD TENNIS COURT IMPROVEMENTS PROJECT SPECIFICATION NO. PW 23-70.**

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 one 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: _____ Dated: _____
"Principal" "Surety"

By: _____ By: _____

Its: _____ Its: _____
(Seal) (Seal)

Notes: This Bond must be executed in duplicate and dated, all Surety 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"), State of California, has awarded to

(Name and address of Contractor)

a contract (the "Contract") for the Work described as **OXNARD TENNIS COURT IMPROVEMENTS PROJECT SPECIFICATION NO. PW 23-70.**

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, are held and firmly bound unto the Agency in the penal sum of Dollars (\$), this amount being not less than one 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 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: _____ Dated: _____
"Principal" "Surety"

By: _____ By: _____

Its: _____ Its: _____
(Seal) (Seal)

Notes: This Bond must be executed in duplicate and dated, all Surety 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.

Public Project Agreement 32500227 with KYA Services Inc. for the Oxnard Tennis Center Improvements Project PW 23-70

City Council
November 19, 2024

KJ May
Sr. Construction Project Manager

RECOMMENDATION

That the City Council approve and authorize:

1. A total of \$1,453,263.30 in project funds for the Design Build of the Oxnard Tennis Center Specification No. PW 23-70;
2. The Mayor to Execute an Agreement with KYA Services, LLC. in the amount of \$1,397,367.30 for the Project;
3. A project contingency amount of \$27,948 (2%) with KYA Services, LLC. for a total not to exceed value of \$1,425,315.30 for the Project; and
4. A project allocation amount of \$27,948 (2%) for engineering, inspection, survey and project management for the Project.

BACKGROUND

- The mission of the Oxnard Tennis Center is to bring people and the communities together through tennis and pickleball activities.
- Community Park West is a neighborhood located in an underserved portion of central Oxnard. As a result of City staff, community efforts, and City Council, the Project was created with a \$1,500,000 budget utilizing the American Rescue Plan Act (ARPA) funds.
- The Project will rehabilitate the existing eight (8) tennis courts on the South end of Community Park West located at 801 Hobson Way, Oxnard. The City's Cultural and Community Services Department requested that the existing courts to be designed into a combination of six (6) tennis courts and twelve (12) pickleball courts based on public demand.

BACKGROUND

- Exhibit A below illustrates the main scope of work at the Oxnard Tennis Center.



Exhibit A

Court 8
(2 Pickleball courts + tennis court)

Court 7
(2 Pickleball courts + tennis court)

Court 6
(4 Pickleball courts - no tennis)

Court 5
(4 Pickleball courts - no tennis)

Court 4
(Tennis court)

Court 3
(Tennis court)

Court 2
(Tennis court)

Court 1
(Tennis court)

Oxnard Tennis Center Court Improvements Project

Spec. No PW 23-70

**801 Hobson Way
Oxnard, CA**

Google

Scope of Work

- 1) Removal of existing interior fence (courts 1-8)
- 2) Saw-cut and remove approx. 57,600 s.f. of severely damaged asphalt up to a depth of 4" (Courts 1-8)
- 3) Excavate existing material including vegetation, dirt and rocks, sub-grade, etc. to a depth of 1" below the existing grade in 2 areas totaling approx. 57,600 s.f.
- 4) Scarify and re-compact any disturbed sub-grade or as needed for proper compaction.
- 5) Cement-treated base (CTB) remaining sub-base to a depth of 12" with 5% cement, approximately 57,600 s.f.
- 6) Pave over approx. 57,600 s.f. of previously cement treatment base with up to 4" of hot mix asphalt, placed in (1) lift.
- 7) Apply two filler coat of Plexipave acrylic color system.
- 8) Stripe the courts based on aerial view.
- 9) Install new separation fencing between courts and tennis posts/nets
- 9) Submit and acquire Building Engineering & Safety permit(s) from the City of Oxnard Community Development Department.

DISCUSSION

- The Request for Proposals (RFP) on the Design-Build Project was published on August 13, 2024, and all proposals were due and opened on September 26, 2024. The City received the following bids:

KYA Services LLC.: \$1,397,367.30

TD Sports Inc.: Non-responsive

- The proposal from KYA Services LLC. is responsive to the City's RFP, is within the project allocation amount, and includes proposed improvements to all eight existing courts. Following this determination, procurement staff reviewed all documentation received from KYA Services LLC. 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). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to KYA Services LLC.

DISCUSSION

- The work is tentatively scheduled to begin in early calendar year 2025 and continue into Fall 2025 absent any delays for supply chain issues, unforeseen site conditions or weather. Staff will work closely with the Oxnard Tennis Center, the City's Cultural and Community Services Department's representatives, and the stakeholders 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.

FINANCIAL IMPACT

- The total cost for this Project is \$1,453,263.30 which includes the construction agreement, contingency and project allocation. The Design Build of the Oxnard Tennis Center Specification No. PW 23-70 has an available project budget balance of \$1,455,000 from the ARPA Fund (204).

Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.4

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Third Amendment to Agreement A-8248 with Moore, Iacofano, Goltsman, Inc. for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

1. Execute a Third Amendment with Moore, Iacofano, Goltsman, Inc. in the amount of \$180,325.77 for a new not-to-exceed amount of \$1,280,264.52 to perform landscape architecture and design services for the Campus Park Activation Project PW 20-95; and
2. Authorize a \$65,000 budget appropriation, and corresponding transfer in revenue in the same amount, in the Capital Outlay Fund (301) of the Campus Park Activation Project (C2104), funded from a transfer of existing FY2024-25 General Fund (101) appropriation.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Jxqi66iFQwQ>

BACKGROUND

On June 4, 2019, the City Council adopted resolutions authorizing the City Manager to submit an application for \$8.5M in Statewide Park Development and Community Revitalization Program (SPP) grant funds for the Campus Park Activation Project. To create the grant project scope, City staff held six community workshops in 2019 that led to the development of the conceptual design that was submitted to the State with the grant application. The grant application focused on Campus Park's potential role in the community as outlined in the recent Parks and Recreation Master Plan. On February 20, 2020, the City was notified that the grant was awarded for \$8.5M.

Following the Grant award, the City approved a professional services agreement with Moore, Iacofano, Goltsman, Inc. (MIG) to provide landscape architecture and engineering design for the Campus Park Activation Project (C2104). The project scope involves public outreach and participatory community design, cost analysis, engineering design, and preparation of plans and specifications for the proposed improvements at Campus Park.

The specific project scope as outlined in the grant application includes the design and construction of a bicycle pump track, skate park, playground, basketball courts, pelota mixteca court, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. Specific budgeted amounts for each park feature are included in the grant agreement document.

Additionally, the City recently received notification of an award for a \$6.7M grant from the federal Outdoor Recreation Legacy Partnership (ORLP) program, which will be used to provide phase 1 construction funds at Campus Park.

Capital Improvement Program (CIP) Reference:

Project No. **C2104** – Campus Park Activation - CIP 2025-2029 - Adopted June 4, 2024 – Page 67.

DISCUSSION

Staff is recommending an increase in the not-to-exceed limit for the current contract (agreement A-8248) with the Campus Park Project landscape architect and engineering design firm, MIG Inc. This increase is required to cover additional services required to take the project through the plan check and permitting phases, and to address environmental work that is necessary as a condition of the recently received ORLP grant notification.

Generally, the additional services include stormwater infiltration borings and testing, soil engineering analyses, developing an updated geotechnical report, aircraft hazard and land use assessment, and producing a fire flow model. Also, the federal ORLP grant requires the completion of an environmental review under National Environmental Policy Act (NEPA) and National Historic Preservation Act of 1966 (NHPA) Section 106, and these are required to be approved by the National Park Service (NPS) before development can begin.

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 cost for this Amendment shall not exceed \$180,325.77 for a new total contract value of \$1,280,264.52 with MIG for this Project. The Campus Park Activation Project (C2104) is currently funded with the SPP grant (and the ORLP grant once environmental documents are approved by NPS) and has sufficient budget to account for this new work. However, the NEPA and Section 106 environmental services mentioned above are not eligible expenses for grant reimbursements, and require other funding source to pay for this work. Therefore, staff is requesting a \$65,000 appropriation and corresponding transfer in revenue in the Capital Outlay Fund (301) to this Project (C2104), funded by a transfer from the FY 2024-25 Adopted Budget of the General Fund Engineering Program (101), to cover portions of the agreement that are not grant expense eligible.

It should be noted that the ORLP grant funding agreement is only final once the City receives approval from NPS of the NEPA and Section 106 requirements. Once that approval occurs (which can take up to 12 months after submitting the required documents), the ORLP grant amount can be appropriated into the project budget per the recommendations in the City Council-approved ORLP grant staff report on February 20, 2024.

For Finance Use Only: General Fund (Org. 1013101 Obj. 53200; Org. 1013301 Obj. 59800); Capital Outlay Fund (Org. 3013301 Obj. 49300 / 53200, 53270)

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 budget, which was previously approved by the City Council.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. A-8248 Third Amendment
2. A-8248 Original, A1-A2
3. Presentation

THIRD AMENDMENT TO PROFESSIONAL SERVICES

This Third Amendment (“Third Amendment”) to the professional services agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20____, by and between the City of Oxnard, a municipal corporation (“City”), and Moore Iacofano Golstman, Incorporated (“Consultant”). This Third Amendment amends the Agreement entered into on December 15, 2020, by City and Consultant. The Agreement previously has been amended on January 10, 2022, by a First Amendment and on June 28, 2024 by a Second Amendment.

City and Consultant agree as follows:

1. The amount in Section 6 of the cover page of the agreement is hereby amended to “\$1,280,264.52”
2. The name in Section 10 address for notice for City is hereby amended to Jennie Ibanez
3. The name in Section 11 contact email for the City’s Project Manager is hereby amended to Jennie.Ibanez@oxnard.org
4. The reference to the Scope of Services Exhibit everywhere is listed both on the Cover Page and in the Agreement is hereby amended to add also the Scope of Services Exhibit A-1. The Scope of Services Exhibit A-1 is attached hereto and incorporated herein by this reference.
5. The reference to the Rates and Cost Exhibit everywhere it is listed both on the Cover Page and in the Agreement is hereby amended to add also the Rates and Cost Exhibit B-1. The Rates and Cost Exhibit B-1 is attached hereto and incorporated herein by this reference.
6. 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

**MOORE, IACOFANO GOLSTMAN,
INCORPORATED**

☒ John C. Zaragoza, Mayor¹ Date
☐ Jennifer Yates, Purchasing Agent²

Daniel Iacofano, CEO Date

Carolyn Verheyen, Secretary³ Date

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ 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 A-1

Additional Service Request Scope of Work

Task 1: Project Management

1.02: Regular Meetings with City of Oxnard

MIG will participate in regular bi-weekly coordination project conference calls with the City's Project Manager. Calls will be scheduled every other week and MIG will prepare and email conference all agendas ahead of the call.

Deliverable:

- *Agendas*
- *Meeting Summaries*

Task 2: Preliminary Investigation

2.07 Additional Geotechnical Investigation

The MIG Team will provide additional geotechnical investigation to supplement the previous geotechnical study prepared and dated May 21, 2021. As part of the scope for this task, the MIG Team will review the pertinent, readily available information in our files, previous work at the project site and project plans. The MIG Team will visit the project site to mark for Underground Service Alert and to perform infiltration borings and testing for three (3) additional locations. The borings will be excavated with a hollow stem auger drill rig, in general accordance with Ventura County Technical Guidance Manual for Stormwater Quality Control Measures (TGM). The MIG Team anticipates that the test borings will include one shallow test boring at the bottom of the BMP and one test boring at a depth of 11 feet below the BMP at each test location. The wells will be backfilled and abandoned at the completion of testing. Bulk soil samples will be obtained for soil classification and the engineering analyses to develop findings and design criteria for the proposed project will be prepared. Upon evaluation of assembled data, the MIG Team will revise the geotechnical report with findings, opinions and design-level geotechnical criteria for stormwater infiltration feasibility and soil infiltration rates.

Deliverable:

- *Three (3) borings*
- *One (1) Revised Geotechnical Study*

2.08 Aircraft Hazard and Land Use Assessment

The MIG Team will review the Aircraft Hazard and Land Use Risk Assessment prepared by LSA Associates in 2011 and determine whether an addendum is possible, or a new Aircraft Hazard and Land Use Risk Assessment needs to be prepared. The Aircraft Hazard and Land Use Risk Assessment will address aviation safety, noise impact, overflight, and airspace protection consistent with the requirements of the CLUP and the California State Aeronautics Act (SAA) as reflected in the 2011 California Department of Transportation (Caltrans) Airport Land Use Planning Handbook and the California Public Utilities Code (PUC) Section 21670. Aviation hazard risk will also be assessed based on the National Transportation Safety Board (NTSB) historical accident and incident information associated with OXR as well as other available information about aviation accidents in the airport vicinity consistent with the types of aircraft operations, wind and weather conditions that prevail at OXR.. The MIG Team will meet with City and City Consultant staff to review and coordinate the findings of the Aircraft Hazard and

Land Use Risk Assessment to support the airport land use planning objectives of the Project. Fee includes up to four (4) in-person meetings or up to ten (10) web meetings.

The services not part of this task include a solar glare analysis, CEQA Technical Input, City Planning Commission Meetings, or City Council Hearings.

Deliverable:

- *One (1) Technical Memorandum documenting analysis, findings, and recommendations*

2.09 Fire Flow Testing

The MIG Team will obtain an encroachment permit and perform two fire flow tests within the vicinity of the project. The first test will be a dual hydrant test along K Street. The second test will be a dual hydrant test along 5th Street. The MIG Team will compile and provide test results upon completion of fire flow testing. Results will be provided to the City for their records. The MIG Team assumes that the permit fees for testing will be provided by the City. It is assumed that a dual hydrant test will be adequate based on recent experience, if the City requires additional testing an add service will need to be negotiated.

Deliverable:

- *Two (2) Fire Flow Results*

Task 2.09 Assumptions:

- *Design engineering and construction services are not included with this proposal.*
- *Water service to the proposed facilities is currently adequate and no additional design or main extension for water services is required at this time. If additional design is required, an add service will need to be negotiated.*
- *The proposed hydrant is expected to meet the City fire flow requirement. If not, then further analysis and recommendations will be required to meet the City's fire flow requirements, which will be an additional service.*

2.10 Water Study (Optional Task)

If required by the City, the MIG Team will prepare a Water Study of the existing onsite water system including the relocated hydrant to compare the proposed system with the City of Oxnard's fire flow requirements. The report will provide documentation of the static pressure of the onsite system, residual pressure at a fire flow of 3,000 gpm, and fire flow at 20 psi for the proposed hydrant. It is assumed the study will be processed for approval through the City of Oxnard as part of the Improvement Plan Permit Submittal Package.

Deliverable:

- *Water Report*

2.11 NEPA Categorical Exclusion

The proposed project has applied for grant funding from the California State Parks Office of Grants and Local Services (OGALS). OGALS receives federal funding from the National Parks Service (NPS) through the Land and Water Conservation Fund (LWCF) and the Outdoor Recreation Legacy Partnership Program (ORLP). In 2008, the Department of the Interior (DOI),

which includes NPS, promulgated regulations (43 Code of Federal Regulations “CFR” Part 46) to establish procedures applicable to DOI bureaus and offices for complying with the National Environmental Policy Act (NEPA). In addition, NPS Departmental Manual (DM) Chapter 12, Part 516 provides supplementary requirements for implementing the DM that are specific to the NPS. It delegates certain responsibilities related to NEPA and establishes actions that normally require preparation of NPS-specific Categorical Exclusions (CEs). NPS, therefore, is the NEPA Responsible Entity (RE) who would be responsible for the NEPA portion of project approval.

A federal action may be "categorically excluded" from a detailed environmental analysis if the federal action does not, "individually or cumulatively have a significant effect on the human environment" (40 CFR 1508.4). The reason for the exclusion is generally detailed in National Environmental Policy Act (NEPA) procedures adopted by each federal agency. The proposed project is likely to meet the qualification for a Categorical Exclusion under 43 CFR Part 46 and Chapter 12, Part 516 of the NPS Department Manual under Section 3.3 (Categorical Exclusions for Which Documentation is Required)(F)(5) for actions related to grants for the construction of new facilities within an existing park recreation area. Additionally, in the event that an action which normally would be classified as a CE but involves unusual circumstances, NPS and OGALS require that appropriate environmental studies are conducted to determine whether a categorical exclusion is proper. Unusual circumstances include actions that involve: (a) Significant environmental impacts; (b) Substantial controversy on environmental grounds; (c) Significant impact to properties protected under Section 106 of the National Historic Preservation Act; or (d) Inconsistencies with any Federal, State or local law relating to environmental impacts.

Immediately upon receiving Authorization to Proceed, MIG will provide the City with a data request for any background materials and data needed for the CE. MIG will use existing reports and documents, historical records, technical studies, engineering drawings, consultations with City staff, previous work products prepared for this project, and familiarity with the project area to establish baseline conditions and project characteristics. MIG will conduct an initial site visit for orientation to the project boundaries, site conditions, constraints, and environmental setting. This site visit will be done concurrently with the biological resources field survey proposed in Task 2.14 below. After the site visit, MIG will prepare documentation necessary to support a determination that the proposed project would qualify for a CE under NEPA, as an activity listed under 43 CFR Part 46 and Chapter 12, Part 516 of the NPS Department Manual. MIG will prepare the CE using NPS Form 10-904 (Application and Revision Form or “A&R”) Section 3.0(C) (Site Information – Environmental Resources Survey). MIG will provide an administrative draft and final CE in electronic form. Although the NEPA portion of the project cannot be approved until the Section 106 documentation is finalized, MIG will produce administrative draft NEPA documents for review by the City prior to finalization of the Section 106 documentation. Finally, the NEPA documentation will be produced simultaneously with the technical documents described in the tasks below.

Deliverable:

- *Draft Categorical Exclusion documentation*
- *Final Categorical Exclusion documentation*

2.12 NEPA Section 106 Initiation

2.12.01 Section 106 Initiation

Within 6 weeks after receiving Authorization to Proceed, MIG will initiate Section 106 Consultation with the Grant Manager (OGALS) and the California Office of Historic Preservation (SHPO) via an initiation letter. The letter will propose a description of the undertaking, define the indirect and direct Areas of Potential Effects (APE), outline level of ground disturbance required for the project, propose a list of consulting parties, and include resumes for key cultural resources staff associated with the project. The purpose of this letter is to let SHPO know about the project and receive feedback on the contents of the letter. MIG will prepare the letter and attachments for the City to submit to OGALS, who are acting as the Federal Agency and who will in turn submit the letter to the SHPO. Per Section 106 regulations and the SHPO process, they will respond with questions or acknowledgement within 30 days of receipt. Note that this timeframe does not account for any discussion or revisions requests from OGALS.

Deliverable:

- *Section 106 initiation letter to OGALS*

2.12.02 Section 106 Consultation with Local Entities

After the City receives a response from SHPO on the initiation letter, MIG will prepare consultation letters and materials for identified consulting or interested parties. The City will be responsible for sending the letters and receiving responses. Consulting parties are allowed 30 days to comment. Note that this task does not include Native American outreach or formal consultation with Federally Recognized Tribes. The purpose of this letter is to allow local entities, such as historical societies, museums, or preservation groups, to provide the City and SHPO with information about potential historical resources and let the agencies know that they would like to be included in future Section 106 documentation or consultation efforts. After the consultation period is complete, MIG will review and combine any comments received in a Finding of Effects (FOE) document outlined in Task 2.12(c) below.

Deliverables:

- *List of consulting parties and contact information*
- *Template consultation letter for the City*

2.12.03 Historic Resources Evaluation Report (HRER) and Finding of Effect (FOE)

MIG will prepare an HRER and FOE report that incorporates the findings from the combined Cultural Resources Technical Report and Native American outreach letters necessary to support a determination that the proposed project would not adversely affect historical resources, as defined under Section 106 of the National Historic Preservation Act, as amended, and therefore qualifies for a Categorical Exclusion under NEPA. The report will outline documentation and outreach efforts conducted to identify historic properties, the resulting analysis and findings, and whether or not the project activities would result in adverse effects to historic properties. MIG will prepare the report and content for a cover letter and submit to the City to distribute to OGALS. The SHPO requires a minimum of 30 days to respond with comments, requests for additional information, or concurrence. This task includes up to two (2) meetings with OGALS or SHPO to discuss the contents of the submittal.

Deliverables:

- *Draft combined HRER/FOE report*
- *Final combined HRER/FOE report*
- *Up to two (2) meetings with OGALS/SHPO*

2.12.04 Cultural Resources Assessment

MIG will prepare a cultural resources technical report to provide baseline documentation of the project site prior to initiating Section 106 consultation. The report will outline any identified historical resources within the project area that includes a buffer around the project site. A qualified archaeologist will conduct a pedestrian survey of the site and findings will be incorporated with an assessment of above ground resources (built resources) by an architectural historian into the combined technical report. The analysis and conclusions therein will support preparation of a Finding of Effects (FOE) document for Section 106 as outlined under Task 2.12(c), the Categorical Exemption under NEPA, and the issuance of any grading permits by the City.

The archaeological survey will include an archaeological and historical records search through the California Historical Resources Information System at Cal State Fullerton, a Sacred Lands File search from the Native American Heritage Commission, and a field inspection of the project site. The archaeologist will also conduct outreach to Native American individuals or entities regarding the potential for historical resources or sites that might include the project site. These letters and responses will be appended to the Final report. Upon review and one round of revisions on the assessment by the City, a combined cultural resources report shall be submitted to the Planning Division for compliance verification and appended to the FOE document submitted to OGALS and SHPO.

Deliverables:

- *Draft Cultural Resources Assessment report*
- *Final Cultural Resources Assessment report*
- *Appendix of Tribal Outreach Letters and Responses*

Task 2.12 Assumptions:

- *This scope of work does not include archaeological monitoring or provisions in case of discovery during construction. This contract may be amended to include those services as desired.*
- *The Cultural Resources Assessment task includes one site visit by a qualified archaeologist to conduct the pedestrian survey.*
- *The Cultural Resources Assessment task does not include a site visit by a qualified architectural historian. It is assumed that no historical resources (built) are included within the project site and buffer. If evidence arises that indicates historical resources are present, a site visit may be required and can be scoped as an amendment to the contract.*
- *It is understood that if cultural resources (archaeological or built) are identified within the project area, that may impact the level of NEPA review required.*
- *MIG assumes that we may combine the HRER and FOE into a single document and are not aware of any OGALS templates required for submittal. If the documents must be*

separated or require specific information and goes beyond the description of information included under task 2.12(b) then an amendment to the contract may be required to accommodate those stipulations.

- *MIG assumes the project will result in no adverse effects to historical resources. If effects are identified through consultation with OGALS or SHPO, additional scope may be required to coordinate further with the associated agencies and the design team to resolve adverse effects.*
- *It is understood that OGALS or SHPO will conduct government to government consultation with Federally recognized tribes and that task is not included in this scope of work.*

2.13 General Biological Resources Assessment

Due to the project's potential to contain or be located near sensitive resources such as burrowing owl (*Athene cunicularia*), agencies are anticipated to require a General Biological Resources Assessment to ensure compliance with CEQA, NEPA, and ESA requirements. Prior to conducting a site visit, MIG biologists will review available background information pertaining to environmental resources in the vicinity of the project site to document potential sensitive habitats or special-status species that may occur there. Information that will be reviewed includes, but is not limited to, the following:

- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online system for federally listed, proposed, or candidate species that may occur on or near the project site;
- USFWS Critical Habitat for threatened and endangered species;
- California Department of Fish and Wildlife (CDFW) California Natural Diversity Data base (CNDDDB) list of listed, proposed, candidate or sensitive species that may occur within a 9-quad search centered on the project site;
- USFWS National Wetland Inventory data base;
- California Native Plant Society (CNPS) data base;
- U.S. Department of Agriculture Natural Resources Conservation Service Soil Survey;
- Federal Emergency Management Agency floodplain data;
- Local planning documents; and,
- Any previous biological studies prepared in the vicinity of the project site and/or surrounding sites.

Following the review of existing biological data and regulatory information, MIG will conduct a reconnaissance-level field survey on the project site to confirm presence or absence of habitat and potential for special-status species identified in the desktop analysis and identify any other sensitive biological resources that may be subject to local, state or federal regulations. The project site will be assessed using standard survey techniques, including line transects and spot checking, for potential habitat for special-status species. The field survey will serve to document and map existing plant communities and wildlife habitat within the proposed project site and the potential for occurrence of special-status species and regulated biological resources. Plant communities and other potentially sensitive biological resources may be mapped using GPS or digitized from field maps into ArcGIS. Plant and animal species observed on-site during the survey will be recorded, and representative site photographs will be taken during the survey. The

field survey will also serve to verify the limits of natural resource mapping and information associated with background document/data base review.

Following the review of existing information and the field survey, MIG will prepare a General Biological Resources Assessment Report that documents the potential for sensitive biological resources to occur on the project site, such as those subject to regulation by a resource agency, requiring a permit or other formal authorization for any proposed impacts. The report will identify all biotic resources located on the site and those on adjacent parcels that could be impacted by the proposed development and will also identify mitigation measures designed to reduce or eliminate impacts to the identified resources. The report will be submitted along with the application for the proposed development.

Deliverable:

- *General Biological Resources Assessment report*

2.14 Burrowing Owl Survey and Report (Optional Task)

This task relies on the results of the previous task (Task 2.14) and is included as optional because burrowing owl (BUOW) surveys will only be required if suitable habitats are found on the project site. The project area lies in an area with suitable habitat for BUOW, and there are known occurrences of burrowing owl depicted in the California Natural Diversity Database (CNDDB) within 5 miles of the project site. If burrows or other structures that could support BUOW are present during the field survey, focused surveys will be required to be conducted during breeding season which extends from February 1 to August 31. Four (4) surveys spaced evenly throughout the breeding season, with at least one between February 1 and April 15th, are required to determine if BUOW are occupying the project site. Surveys will be conducted in concurrence with the Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game, 2012). A report will be prepared to document the results of this survey.

Deliverable:

- *Draft Burrowing Owl report.*
- *Final Burrowing Owl report*

Task 4: Schematic Design

4.07 Development Design Review / Project Entitlement

The MIG Team will prepare one (1) Pre-Development Design Review package and one (1) project presentation for a Development Advisory Committee (DAC) review. The MIG Team will incorporate Pre-Development comments received and prepare and submit up to two (2) Development Design Review (DDR) packages for DAC review and project entitlement approval.

As part of this task and in support of the DDR submittal requirements, the MIG Team will prepare the following items:

- One (1) Parking Memorandum in lieu of a Parking Study. The MIG Team will incorporate City comments for up to two (2) reviews and resubmit.
- One (1) Drainage Memorandum
- Autoturn Exhibits
- BMP Design and Worksheet

- Sewer Report

Deliverable:

- *Attendance of one (1) Pre-Development DAC/DDR meeting.*
- *Attendance of two (2) DAC/DDR meetings*
- *Attendance of three (3) Design Team Meetings with City.*
- *Preparation, submittal and sharing of up to two (2) DAC/DDR packages*
- *Parking Memorandum and up to two (2) Revisions*
- *Autoturn Exhibits for up to two (2) parking lots*
- *Sanitary Sewer Report for Phase 2*

Rates and Cost Exhibit B-1

MIG Team - Additional Service Request							
	MIG Totals	ECG Totals	Geolabs Totals	Johnson Aviation Totals	Jenson Design & Survey Totals	Cogstone Totals	Professional Fee Totals
Task 1: Project Management							
1.01 Kickoff Meeting with City's Project Team	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
1.02 General Project Management	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
1.03 Regular Meetings with City of Oxnard	\$ 6,912.50		\$ -	\$ -	\$ -	\$ -	\$ 6,912.50
1.04 Monthly Billing Invoice & Status Reports	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
1.05 Coordination and Management of Subconsultants	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
1.06 Quality Assurance/Quality Control Measures	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 6,912.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,912.50
Task 2: Preliminary Investigation							
2.01 Data Gathering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.02 Geotechnical Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.03 Topographic Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.04 Arborist Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.05 CEQA Compliance Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.06 Mapping and Utility Investigation	\$ -	\$ 4,080.00	\$ -	\$ -	\$ -	\$ -	\$ 4,080.00
2.07 Additional Geotechnical Investigation	\$ -	\$ -	\$ 6,450.00	\$ -	\$ -	\$ -	\$ 6,450.00
2.08 Aircraft Hazard and Land Use Assessment	\$ 4,080.00	\$ -	\$ -	\$ 24,000.00	\$ -	\$ -	\$ 28,080.00
2.09 Fire Flow Testing	\$ 700.00	\$ -	\$ -	\$ -	\$ 6,300.00	\$ -	\$ 7,000.00
2.10 NEPA Categorical Exclusion	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500.00
2.11 NHPA Section 106 Coordination/Compliance	\$ 18,084.00	\$ -	\$ -	\$ -	\$ -	\$ 11,090.00	\$ 29,174.00
2.12 General Biological Resources Assessment	\$ 8,035.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,035.00
2.13 Burrowing Owl Survey and Report (Optional Task)	\$ 12,915.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,915.00
Subtotal	\$ 56,314.00	\$ 4,080.00	\$ 6,450.00	\$ 24,000.00	\$ 6,300.00	\$ 11,090.00	\$ 108,234.00
Task 3: Community Engagement							
3.01 Stakeholder Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.02 Develop Community Outreach and Facilitation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.03 Initiate Multimedia Campaign	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.04 Youth/Corps Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.05 Community Workshops - Round 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.06 Community Workshops - Round 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.07 Community Workshops - Round 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Schematic Design							
4.01 Kickoff Design Workshop with City's Project Team	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.02 Prepare Conceptual Design Alternatives (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.03 70% Design Workshop with City's Project Team	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.04 Prepare 70% Schematic Design Package	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.05 Present 70% Schematic Design Package to Parks, Recreation, Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.06 Prepare 100% Schematic Design Package	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.07 Prepare and Submit Development Design Review/Project Entitlement	\$ 14,742.50	\$ 37,438.75	\$ -	\$ -	\$ -	\$ -	\$ 52,181.25
Subtotal	\$ 14,742.50	\$ 37,438.75	\$ -	\$ -	\$ -	\$ -	\$ 52,181.25
Task 5: Design Development							
5.01 Coordinate CEQA Compliance Documentation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.02 Prepare 50% Design Development Package	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.03 Attend Progress Submittal Review Meeting with City of Oxnard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.04 Prepare 100% Design Development Package	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		MIG Team - Additional Service Request						Professional Fee Totals
		MIG Totals	ECG Totals	Geolabs Totals	Johnson Aviation Totals	Jenson Design & Survey Totals	Cogstone Totals	
Task 6: Final PS&E								
6.01	Prepare 90% Construction Documents Package	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.02	Prepare 100% Construction Documents Package	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7: Construction Phase Support								
7.01	Pre-Construction Meeting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.02	Bi-Weekly Construction Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.03	In-House Field Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.04	Nursery Visits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.05	Pre-Punch Job Walk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.06	Punch List Job Walk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.07	Record Drawings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL LABOR	\$ 77,969.00	\$ 41,518.75	\$ 6,450.00	\$ 24,000.00	\$ 6,300.00	\$ 11,090.00	\$ 167,327.75
	TOTAL DIRECT COSTS	\$ 11,359.42	\$ -	\$ -	\$ -	\$ -	\$ 1,638.60	\$ 12,998.02
	TOTAL CONTRACT AMOUNT							\$ 180,325.77

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____ (to be completed upon final signature authorization)
- (2) Consultant: Moore, Iacofano, Goltsman, Inc. (MIG)
- (3) Services: Campus Park Design
- (4) Schedule of Services: See Scope of Services and Schedule of Services Exhibits
- (5) Agreement Ending Date: January 6, 2022
- (6) Total Agreement Amount: \$1,099,938.75
- (7) City's Project Manager: Jim Nelson
- (8) Consultant's Project Manager: Jose Leal
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|----------------------------------|--|
| <i>FOR CONSULTANT:</i> | <i>FOR CITY:</i> |
| 617 West Seventh St. #304 | 305 West Third St. 2 nd Floor |
| Los Angeles, CA 90017 | Oxnard, CA 93030 |
| Attn: Jose Leal, Project Manager | Attn: Jim Nelson, Project Manager |
- (11) Contact Emails:
- | | |
|--|--------------------------------|
| <i>CONSULTANT'S PROJECT
MANAGER:</i> | <i>CITY'S PROJECT MANAGER:</i> |
| JoseL@migcom.com | Jim.Nelson@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 | ☒ Insurance Exhibit (INS-A) |
| ☒ Rates and Costs Exhibit | |
| ☒ Schedule of Services Exhibit | |

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.

e. 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 relief 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.

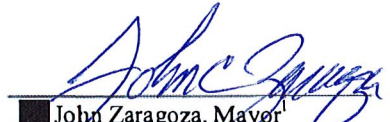
36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed 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.

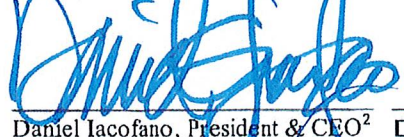
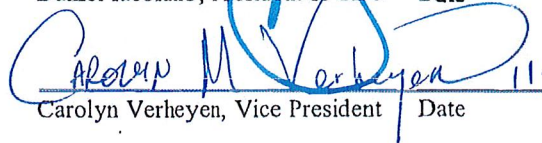
[Signatures on next page]

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.

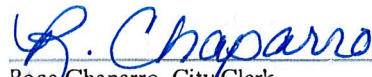
CITY OF OXNARD

 12-15-2020
☒ John Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent
☐ [name], Buyer

**MOORE, IACOFANO AND GOLTSMAN, INC.
(MIG)**

 11.30.20
 Daniel Iacofano, President & CEO² Date
 11.30.20
 Carolyn Verheyen, Vice President Date

ATTEST:

 12/15/2020
 Rose Chaparro, City Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 for 11/23/20
 Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 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

In accordance with the terms and conditions of the executed professional services agreement, Consultant will coordinate planning of the park's program elements through a comprehensive community engagement process and deliver a construction documents package (plans, specifications, estimate), suitable for bidding, that provides a single, cohesive community park program and layout. As part of the design process, Consultant will prepare high-quality drawings, exhibits, renderings, and professional oral presentations as needed for review and approval by the City.

The project includes a bicycle pump track, skate park, playground, basketball courts, Pelota Mixteca court, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. A creek will be part of the stormwater component for the site. All plans must comply with the Americans with Disabilities Act (ADA). Consultant scope of work and cost proposal (separate exhibit attached hereto and incorporated herein by this reference) includes the delivery of the following items:

- » **Geotechnical Report.**
- » **Topographic Survey.**
- » **Arborist Report.**
- » **CEQA Compliance Review.**
- » **Community Outreach and Facilitation Plan.**
- » **Three (3) Conceptual Design Alternatives.**
- » **70% and 100% Schematic Design Packages.**
- » **50% and 100% Design Development Packages.**
- » **90% and 100% Construction Document Packages.**

TASK 1: PROJECT MANAGEMENT

The goal of this task is to 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 subconsultants, performance of Quality Assurance/Quality Control (QA/QC) measures, and conduct of project coordination meetings with City staff and community stakeholders. Specific tasks include:

1.01: Kickoff Meeting with City's Project Team

The purpose of this meeting will be to introduce the team members, confirm the scope of work and schedule, submit information requests, and establish clear lines of communication between the City of Oxnard and Consultant.

1.02: General Project Management

Consultant will manage the design process to maintain the schedule and budget, maintain continuous liaison with the City, and provide continuing consultation and advice related to the project.

1.03: Regular Meetings with City of Oxnard

To ensure efficient and effective management of the project, The Consultant Team will participate in project team meetings at critical milestones and in regularly scheduled coordination conference calls with the City's project manager. It is expected that coordination calls will be scheduled every other week. Consultant will prepare and email conference call agendas ahead of the call. On weeks without a standing coordination conference call, Consultant will provide a short status update via email indicating task progress, any anticipated changes to the schedule, and all action items for the Consultant Team and/or City.

1.04: Monthly Billing Invoice & Status Reports

Consultant will provide monthly Invoices accompanied by billing backup information as required by the City, and status reports. Status reports will include accomplishments for the billing period, any schedule updates, anticipated progress for the next billing period and identify any pending project which may need resolution.

1.05: Coordination and Management of Subconsultants

Consultant's Principal-In-Charge and the Project Manager shall monitor, manage and coordination with each one of Consultant's subconsultants included as part of the Consultant Team. Consultant's approach to successful coordination and management includes establishing effective channels of communication; identifying clear roles, responsibilities and authorities; complete understanding of deliverable requirements; establishment of QA/QC procedures; establishment of invoicing procedures and formatting.

1.06: Quality Assurance/Quality Control Measures

The Consultant Team will utilize its existing internal controls and any guidelines as set by the City to provide the technical resources necessary to ensure that deliverables are complete and that they meet City requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The reviews will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the Design Development, 90% and 100% construction documents (plans, technical specifications, and opinion of probable costs).

TASK 2: PRELIMINARY INVESTIGATION

The goal of this phase is to review and assess existing data and reports relative to the project and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including, but not limited to, the City's Parks and Recreation Master Plan; the Oxnard Housing Department documents and correspondence; regulatory/code and permitting requirements; Ventura County Department of Airports documents and correspondence; CEQA compliance, geotechnical investigation, including soil analysis as needed; mapping and utility investigation. Specific tasks include:

2.01: Data Gathering

Assemble and review existing plans and other information for the project site including field visits as required to fully investigate and inventory existing conditions to identify opportunities, constraints, and verify the presence of existing utilities, points of connection, orientations, sun and shade conditions, grading, existing plant material, soil conditions, etc.

2.02: Geotechnical Report

Conduct a geotechnical engineering investigation to inform the possible location of LID elements, as well as optimal locations for additional site structures. Deliverable will be in PDF format.

2.03: Topographic Survey

A topographic survey for the site will be prepared in AutoCAD format and serve as the Project base map. The Consultant will research County and City record data for centerline, survey control, existing geodetic control, and design network plans. Consultant will establish the horizontal and vertical survey control based on the City's Global Positioning System (GPS) network. Existing monuments will be used to establish the centerline of street

alignments. Centerline monuments and ties will be displayed in the topographic survey. Topography will be georeferenced using the North American Datum from 1983 (NAD83), California Zone V for horizontal control and North American Vertical Datum from 1988 (NAVD 88) for vertical control. The survey data will include:

- » **Contours at one-foot intervals**
- » **Spot elevations on hardscape features**
- » **Existing building and structure footprints**
- » **Sidewalks and trails, driveways, and handicap ramps**
- » **Pavement areas, including roadway surfaces**
- » **Trees and major specimen plants, with trunk diameters greater than 6 inches**
- » **Above ground utilities including valves, pull-boxes, meters, and vaults, misc. manholes**
- » **All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground**

2.04: Arborist Report

Prepare an arboricultural evaluation of all on-site trees regardless of size. A photo-documented report will be provided that includes a tree inventory with tree number, trunk diameter, current canopy spread, health and structural condition, photographic of each tree, suitability for preservation, and suitability for relocation. A tree location plan will accompany the report and be included in the contract documents.

2.05: CEQA Compliance Review

Consultant will review the development application, project plans, any applicant-provided technical reports prepared for the Project, and any other documents relevant to the environmental analysis. This review will allow Consultant to determine the adequacy of the documentation prepared to comply with CEQA. Consultant will identify baseline environmental conditions that will be affected by the Project through evaluation of the project location, environmental setting, and project characteristics.

2.06: Mapping and Utility Investigation

Consultant will review existing data available for the project include site conditions, and request and utilities in the area from utility agencies. Consultant will perform a utility search for all affected utilities in the project area including, but not limited to, water, electric, gas, sewer, communication, and storm drain. Consultant will develop a technical memorandum identifying each utility, as-built drawing numbers, contact information for each utility, and their existing and proposed structures in the project area. Consultant will add the utilities to a base map to be used in evaluating schematic designs.

TASK 3: COMMUNITY ENGAGEMENT

3.01: Stakeholder Meetings

The Consultant Team will facilitate a set of meetings to introduce stakeholders to the design process and elicit input into the Community Outreach and Facilitation Plan. Stakeholders will include those involved in the first phase of input into the grant application and others who can become partners in implementing the strategies included in the Community Outreach and Facilitation Plan. At minimum this should include City Corps, Oxnard PAL, Oxnard Rec.

3.02: Develop Community Outreach and Facilitation Plan

Consultant will develop a responsive and adaptive plan that will prepare the process of Public Engagement. This plan will include specific activities and a proposed sequence of events that corresponds to the design development benchmarks.

3.03: Initiate Multimedia Campaign

Consultant will develop a multi-platform, multi-point, bilingual campaign that will include both digital and paper components. These will correspond to the development of the design components and will function to both build awareness about the Campus Park design and development process, but also to gain input and feedback about emerging concepts.

3.04: Youth/Corps Training

Consultant will design and implement a training to educate Oxnard youth about planning and design, generate excitement about amenities and features of the new Campus Park, and encourage participants to share their unique perspective on what they think will make Campus Park a great community asset. The training will include an interactive presentation that introduces students to planning and design concepts, emphasizes the importance of community involvement, and incorporates facilitation techniques to equip youth with the skills to conduct community engagement activities with their peers. A toolkit with relevant design and facilitation materials will be developed and provided to youth. The kits will be designed for trained youth for in person events and digital platforms. The training will be conducted in a digital platform and adapted for in person engagement responding to social distance guidelines. Consultant will work with the city management team to conduct outreach to groups to recruit youth for the training. An initial toolkit will be designed for the first round of community workshops and revised for the second and third phases. Toolkit contents will be highly visual, accessible, and relevant to youth.

3.05 Community Workshops - Round 1**3.06 Community Workshops - Round 2****3.07 Community Workshops - Round 3**

The Consultant Team will design and implement three rounds of community workshops series to engage with the Oxnard community and stakeholders in shaping the design of the new Campus Park. Consultant will utilize a variety of methods and tools to elicit input from community members. Consultant will utilize the input gathered during the grant application phase to curate highly visual materials to gather community ideas on specific elements of the design. Community members will participate in interactive exercises during a digital / web-based workshop. This activity will be adapted for the Youth / Corps (Task 3.4) to facilitate after their training, being implemented as an on-site drop by workshop, and for conducting on social media platforms. Consultant will develop an outline describing the approach for delivering the outreach activities for each round of workshops. The outline will include location and venues for in person activities, digital and remote engagement, method and timing for advertising meetings, and team roles. For each activity, Consultant will create project information materials, design an input tool, and develop a summary of the results. The Consultant Team proposes convening community members and stakeholders over three phases of the design process: 1) Envisioning design elements; 2) Reviewing design alternatives; 3) Final design.

TASK 4: SCHEMATIC DESIGN

The goal of this phase is to generate a refined site design for the project using information gathered during the community engagement process. Multiple (three) conceptual design alternatives will be prepared and presented to the community. During a design workshop with the City's project team, a consolidated design approach will be

prepared based on feedback from the community, stakeholders, and City staff. The schematic design package will include planting palettes and layout for native and drought-tolerant landscaping; identification of irrigation needs, feasibility, and available resources; lighting design fixture selection and layout; identification of feasible locations for stormwater infiltration and LID features (i.e. bioswales and permeable pavement); art potential locations for community art. A preliminary estimate of probable costs will be prepared to validate the proposed schematic design is within the stated budget. Specific tasks include:

4.01: Kickoff Design Workshop with City's Project Team

The goal of this meeting will be to review information gathered during the first round of Community Workshops.

4.02: Prepare Three (3) Distinct Conceptual Design Alternatives

These alternative designs will be reviewed by the Community, Stakeholders, and City's project team. Concepts will be illustrated with plans, sections, elevations, image boards, precedent imagery, and photo-simulations as required to sufficiently communicate the design intent. Deliverable will be in digital format (PDF).

4.03: 70% Design Workshop

Workshop with City's Project Team for review and discussion of Conceptual Design Alternatives.

4.04: Prepare 70% Schematic Design Package

Design package based on approved Conceptual Design approach(es) and feedback from City's Project Team. Package will include development of landscape and hardscape features, (prefabricated) restroom, lighting, site furnishings, signage and graphics, grading and drainage, and LID features.

4.05: Present 70% Schematic Design Package to Parks, Recreation, Community Services Commission

The goal of this presentation will be to present the conceptual design and information gathered during the Community Workshops and solicit feedback from the Commission.

4.06: Prepare 100% Schematic Design Package

This package is based on revisions requested by the Commission and City's Project Team. A preliminary estimate of probable construction costs will be prepared for this milestone.

TASK 5: DESIGN DEVELOPMENT

The goal of this task is to prepare a Design Development package (60% PS&E) based on the approved Schematic Design package – ensuring that all elements described in the Grant Agreement (which is attached hereto and incorporated herein as Attachment A by this reference) are prioritized. The Consultant shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Consultant will refine the Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process. Consultant will initiate coordination of the landscape design with the subconsultant team, City's Project Team, and specialty subcontractors. Drawings to be prepared in AutoCAD and PDF formats for review with City's Project Manager. Samples of proposed materials (planting, paving, furniture, etc.) will be provided for review with the City's Project Manager. Specific tasks include:

5.01: Coordinate CEQA Compliance Documentation

Consultant will work closely with City staff to coordinate CEQA compliance and documentation. Consultant will review the Categorical Exemption, coordinate public noticing, and provide assistance at the public hearing(s).

5.02: Prepare 50% Design Development Package

This is an interim submittal for internal review with the City of Oxnard. Package will include draft plans and outline specifications – as well as perspective sketches and renderings as required to convey the landscape character of the project.

5.03: Attend Progress Submittal Review Meeting

This meeting will be with the City of Oxnard to review the interim 50% Design Development package.

5.04: Prepare 100% Design Development Package (70% PS&E)

Based on feedback from the City of Oxnard review meeting, Consultant to revise Design Development package and submit for City review.

TASK 6: FINAL PS&E

The goal of this task is to prepare final construction documents (plans, specifications, and estimate) suitable to bidding and construction. Specific tasks include:

6.01: Prepare 90% Construction Documents Package

Based on feedback from Design Development package, Consultant will make necessary revisions to PS&E and submit to City of Oxnard for plan check. The 90% CD package will also be submitted to the California Natural Resources Agency for their review of project conformance to grant requirements.

6.02: Prepare 100% Construction Documents Package

Consultant to address comments from plan check and California Natural Resources Agency and prepare final plans, specifications, and estimate, and submit to City of Oxnard. It is anticipated that this package will be suitable for bidding and construction.

TASK 7: CONSTRUCTION PHASE SUPPORT

The goal of this task is to provide design support during construction phases. Consultant will respond to requests for information (RFI) from the construction contractor (Contractor), and review submittals for those parts of the project in the above scope of services. Consultant will provide design services during construction in support of the City's Construction Project Manager. Consultant will visit the site to familiarize generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant will keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents. Specific tasks include:

7.01: Attend Pre-Construction Meeting

Meeting with Contractor and City's Construction Project Manager to review construction schedule, proposed submittal log, and methods of communication.

7.02: Attend Bi-Weekly Construction Meetings

Meetings to review progress, assist the Contractor and City's Construction Project Manager in interpretation of the design, and to observe the Contractor's conformance to the plans and specifications.

7.03: Perform In-House Field Coordination

Coordination including preparing responses to Contractor Requests for Information (RFIs), submittal and shop drawing review, and preparation of drawing addenda.

7.04: Perform Nursery Visits

These visits will take place in Southern California region to review 24" box trees and larger, observing conformance to Specifications.

7.05: Attend Pre-Punch Job Walk

This walk will identify items that require Contractor resolution; includes preparation of punch list in collaboration with City's Construction Project Manager.

7.06: Attend Punch List Job Walk

Job walk to review resolution of items that require Contractor resolution.

7.07: Prepare Record Drawings

These drawings based on Contractor as-built markups, and deliver to City of Oxnard.

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee Summary
16 October 2025

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MIG

Project Description	Hours @ \$	240	Hours @ \$	175	Hours @ \$	175	Hours @ \$	140	Hours @ \$	90	Hours @ \$	240	Hours @ \$	140	Hours @ \$	100
Task 1: Project Management																
1.01 Kickoff Meeting with City's Project Team	5	\$ 1,200	2	\$ 350	4	\$ 700	0	\$ 0	0	\$ 0	0	\$ 0	2	\$ 280	0	\$ 0
1.02 General Project Management	0	\$ 0	100	\$ 23,450	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	20	\$ 2,800	0	\$ 0
1.03 Regular Meetings with City of Chicago	25	\$ 6,000	100	\$ 17,500	25	\$ 4,375	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
1.04 Monthly Billing Invoice & Status Reports	0	\$ 0	24	\$ 5,600	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
1.05 Coordination and Management of Subconsultants	0	\$ 0	40	\$ 9,000	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
1.06 Quality Assurance/Quality Control Measures	40	\$ 9,600	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Subtotal	70	\$ 16,800	266	\$ 52,500	29	\$ 5,075	0	\$ 0	0	\$ 0	0	\$ 0	22	\$ 3,080	0	\$ 0
Task 2: Preliminary Investigation																
2.01 Data Gathering	0	\$ 0	26	\$ 4,550	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
2.02 Geotechnical Report	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
2.03 Topographic Survey	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
2.04 Aerial Report	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
2.05 CEQA Compliance Review	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
2.06 Mapping and Utility Investigation	0	\$ 0	26	\$ 4,550	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Subtotal	0	\$ 0	26	\$ 4,550	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Task 3: Community Engagement																
3.01 Stakeholder Meetings	4	\$ 960	4	\$ 700	4	\$ 700	0	\$ 0	0	\$ 0	0	\$ 0	4	\$ 560	16	\$ 2,240
3.02 Develop Community Outreach and Facilitation Plan	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
3.03 In-Site Multimedia Campaign	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
3.04 YouthCorps Training	8	\$ 1,920	8	\$ 1,400	8	\$ 1,400	0	\$ 0	0	\$ 0	0	\$ 0	16	\$ 3,840	32	\$ 4,480
3.05 Community Workshops - Round 1	8	\$ 1,920	8	\$ 1,400	8	\$ 1,400	0	\$ 0	0	\$ 0	0	\$ 0	16	\$ 3,840	32	\$ 4,480
3.06 Community Workshops - Round 2	8	\$ 1,920	8	\$ 1,400	8	\$ 1,400	0	\$ 0	0	\$ 0	0	\$ 0	16	\$ 3,840	32	\$ 4,480
3.07 Community Workshops - Round 3	8	\$ 1,920	8	\$ 1,400	8	\$ 1,400	0	\$ 0	0	\$ 0	0	\$ 0	16	\$ 3,840	32	\$ 4,480
Subtotal	28	\$ 6,720	28	\$ 4,900	28	\$ 4,900	0	\$ 0	0	\$ 0	0	\$ 0	80	\$ 19,200	164	\$ 22,960
Task 4: Schematic Design																
4.01 Kickoff Design Workshop with City's Project Team	4	\$ 960	4	\$ 700	4	\$ 700	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
4.02 Prepare Conceptual Design Alternatives (2)	40	\$ 9,600	40	\$ 7,000	53	\$ 9,275	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
4.03 70% Design Workshop with City's Project Team	4	\$ 960	4	\$ 700	4	\$ 700	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
4.04 Prepare 70% Schematic Design Package	20	\$ 4,800	20	\$ 3,500	32	\$ 5,600	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
4.05 Present 70% Schematic Design Package to Parks, Recreation, Community Services	4	\$ 960	4	\$ 700	4	\$ 700	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
4.06 Prepare 100% Schematic Design Package	11	\$ 2,640	11	\$ 1,925	22	\$ 3,850	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Subtotal	83	\$ 29,820	83	\$ 14,525	119	\$ 20,825	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
Task 5: Design Development																
5.01 Coordinate CEQA Compliance Documentation	0	\$ 0	8	\$ 1,400	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
5.02 Prepare 50% Design Development Package	40	\$ 9,600	40	\$ 7,000	80	\$ 14,000	25	\$ 3,500	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
5.03 Attend Progress Summit Review Meeting with City of Chicago	4	\$ 960	0	\$ 0	4	\$ 700	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
5.04 Prepare 100% Design Development Package	27	\$ 6,480	27	\$ 4,725	53	\$ 9,275	17	\$ 2,380	207	\$ 18,630	0	\$ 0	0	\$ 0	0	\$ 0
Subtotal	71	\$ 17,040	75	\$ 13,125	137	\$ 23,975	42	\$ 5,880	542	\$ 46,760	0	\$ 0	0	\$ 0	0	\$ 0
Task 6: Final PS&E																
6.01 Prepare 90% Construction Documents Package	28	\$ 6,720	28	\$ 4,900	120	\$ 21,000	100	\$ 14,000	308	\$ 27,720	0	\$ 0	0	\$ 0	0	\$ 0
6.02 Prepare 100% Construction Documents Package	20	\$ 4,800	20	\$ 3,500	80	\$ 14,000	66	\$ 9,240	206	\$ 18,540	0	\$ 0	0	\$ 0	0	\$ 0
Subtotal	48	\$ 11,520	48	\$ 8,400	200	\$ 35,000	166	\$ 23,240	514	\$ 46,260	0	\$ 0	0	\$ 0	0	\$ 0
Task 7: Construction Phase Support																
7.01 Pre-Construction Meeting	0	\$ 0	4	\$ 700	4	\$ 700	4	\$ 560	4	\$ 560	0	\$ 0	0	\$ 0	0	\$ 0
7.02 8-Weekly Construction Meetings	12	\$ 2,880	8	\$ 1,400	208	\$ 36,400	40	\$ 5,600	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
7.03 In-house Field Coordination	8	\$ 1,920	15	\$ 2,625	104	\$ 18,200	31	\$ 4,340	40	\$ 3,600	0	\$ 0	0	\$ 0	0	\$ 0
7.04 Nursery Visits	0	\$ 0	0	\$ 0	24	\$ 4,200	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
7.05 Pre-Punch Job Walk	0	\$ 0	0	\$ 0	8	\$ 1,400	0	\$ 0	8	\$ 720	0	\$ 0	0	\$ 0	0	\$ 0
7.06 Punch List Job Walk	0	\$ 0	0	\$ 0	8	\$ 1,400	0	\$ 0	8	\$ 720	0	\$ 0	0	\$ 0	0	\$ 0
7.07 Record Drawings	0	\$ 0	0	\$ 0	4	\$ 700	0	\$ 0	40	\$ 3,600	0	\$ 0	0	\$ 0	0	\$ 0
Subtotal	20	\$ 4,800	27	\$ 4,725	360	\$ 63,000	75	\$ 10,500	100	\$ 9,000	0	\$ 0	0	\$ 0	0	\$ 0
TOTAL LABOR	320	\$ 76,800.00	553	\$ 102,725.00	873	\$ 152,775.00	283	\$ 39,620.00	1776	\$ 155,340.00	82	\$ 19,680.00	186	\$ 35,040.00	216	\$ 21,600.00
TOTAL DIRECT COSTS																
TOTAL CONTRACT AMOUNT																

	TBD		Cameron Hille cost per hour	Dean Dastheer cost per hour	MIS Task Totals	EGS Task Totals	Integral Group Task Totals	Brandow & Johnson Task Totals	Jacobus & Young Task Totals
	Hours @	130							
Task 1: Project Management									
1.01 Kick-off Meeting with City's Project Team	0	0	0	0	15	3,070	4	690	0
1.02 General Project Management	0	0	0	0	120	26,250	0	0	0
1.03 Regular Meetings with City of Oxnard	0	0	0	0	350	27,975	18	3,150	0
1.04 Monthly Billing Invoice & Status Reports	0	0	0	0	24	4,200	0	0	0
1.05 Coordination and Management of Subconsultants	0	0	0	0	40	7,000	0	0	0
1.06 Quality Assurance/Quality Control Measures	0	0	0	0	40	9,600	0	0	0
Subtotal	0	0	0	0	369	77,935	22	3,840	0
Task 2: Preliminary Investigation									
2.01 Data Gathering	0	0	0	0	82	9,580	0	0	0
2.02 Geotechnical Report	0	0	0	0	0	0	0	0	0
2.03 Topographic Survey	0	0	0	0	0	102	21,080	0	0
2.04 Aerial Report	0	0	0	0	0	6,240	0	0	0
2.05 CEQA Compliance Review	0	24	3,240	24	3,000	48	0	0	0
2.06 Mapping and Utility Investigation	0	0	0	0	0	64	9,840	0	0
Subtotal	0	24	3,240	24	3,000	15,830	166	29,920	0
Task 3: Community Engagement									
3.01 Stakeholder Meetings	0	0	0	0	40	6,360	0	0	0
3.02 Develop Community Outreach and Education Plan	0	0	0	0	16	2,640	0	0	0
3.03 Initiate Multimedia Campaign	16	5,200	0	0	144	17,360	0	0	0
3.04 Youth/Community Training	8	1,040	0	0	88	12,480	0	0	0
3.05 Community Workshops - Round 1	8	1,040	0	0	112	17,280	0	0	0
3.06 Community Workshops - Round 2	8	1,040	0	0	112	17,280	0	0	0
3.07 Community Workshops - Round 3	8	1,040	0	0	112	17,280	0	0	0
Subtotal	80	10,400	0	0	624	90,880	0	0	0
Task 4: Schematic Design									
4.01 Kick-off Design Workshop with City's Project Team	0	0	0	0	12	2,360	2	360	0
4.02 Prepare Conceptual Design Alternatives (2)	0	0	0	0	390	49,005	48	7,640	0
4.03 70% Design Workshop with City's Project Team	0	0	0	0	12	2,360	0	0	0
4.04 Prepare 70% Schematic Design Package	0	0	0	0	250	31,240	48	7,640	0
4.05 Present 70% Schematic Design Package to Parks, Recreation, Community Services	0	0	0	0	12	2,360	0	0	0
4.06 Prepare 100% Schematic Design Package	0	0	0	0	230	10,005	48	7,640	0
Subtotal	0	0	0	0	839	107,330	146	23,280	0
Task 5: Design Development									
5.01 Coordinate CEQA Compliance Documentation	0	16	2,160	40	5,000	64	0	0	0
5.02 Prepare 50% Design Development Package	0	0	0	0	0	3,480	544	67,730	48
5.03 Attend Progress Summarize Review Meeting with City of Oxnard	0	0	0	0	0	8	0	0	0
5.04 Prepare 100% Design Development Package	0	0	0	0	16	2,320	347	43,810	239
Subtotal	0	16	2,160	40	5,000	5,800	563	121,760	67
Task 6: Final P&E									
6.01 Prepare 90% Construction on Documents Package	0	0	0	0	24	3,480	608	77,820	330
6.02 Prepare 100% Construction on Documents Package	0	0	0	0	16	2,320	408	52,400	24
Subtotal	0	0	0	0	40	5,800	1,016	130,220	450
Task 7: Construction Phase Support									
7.01 Pre-Construction Meeting	0	0	0	0	0	2,320	8	1,360	0
7.02 8-Weekly Construction Meetings	0	0	0	0	0	268	56	10,200	17
7.03 In-house Field Coordination	0	0	0	0	0	198	30	30,685	80
7.04 Nursery Visits	0	0	0	0	0	24	0	4,200	0
7.05 Pre-Punch List Walk	0	0	0	0	0	16	2,120	4	680
7.06 Punch List Job Walk	0	0	0	0	0	16	2,120	4	680
7.07 Record Drawings	0	0	0	0	0	44	4,300	41	6,780
Subtotal	0	0	0	0	0	582	92,025	197	33,240
TOTAL LABOR									
TOTAL DIRECT COSTS									
TOTAL CONTRACT AMOUNT									

	Cariberg Associates		Spohn Ranch		Geolabs	
	Task Totals	Task Totals	Task Totals	Task Totals	Task Totals	Professional Fee Totals
Task 1: Project Management						
1.01 Kickoff Meeting with City's Project Team	0 \$	0 \$	0 \$	0 \$	0 \$	3,700
1.02 General Project Management	0 \$	14 \$	1,666 \$	0 \$	0 \$	27,976
1.03 Regular Meetings with City of Ontario	0 \$	0 \$	0 \$	0 \$	0 \$	31,025
1.04 Monthly Billing Invoice & Status Reports	0 \$	8 \$	440 \$	0 \$	0 \$	4,640
1.05 Coordination and Management of Subcontractors	0 \$	0 \$	0 \$	0 \$	0 \$	7,000
1.06 Quality Assurance/Quality Control Measures	0 \$	0 \$	0 \$	0 \$	0 \$	9,600
Subtotal	0 \$	22 \$	2,106 \$	0 \$	0 \$	83,941
Task 2: Preliminary Investigation						
2.01 Data Gathering	0 \$	2 \$	238 \$	0 \$	0 \$	9,828
2.02 Geotechnical Report	0 \$	0 \$	0 \$	72 \$	8,852 \$	8,852
2.03 Topographic Survey	48 \$	7,920 \$	0 \$	0 \$	0 \$	20,060
2.04 ARD/SI Report	0 \$	0 \$	0 \$	0 \$	0 \$	7,920
2.05 CEQA Compliance Review	0 \$	0 \$	0 \$	0 \$	0 \$	6,240
2.06 Mapping and Utility Investigation	0 \$	0 \$	0 \$	0 \$	0 \$	9,840
Subtotal	48 \$	7,920 \$	2 \$	72 \$	8,852 \$	62,760
Task 3: Community Engagement						
3.01 Stakeholder Meetings	0 \$	0 \$	0 \$	0 \$	0 \$	6,360
3.02 Develop Community Outreach and Facilitation Plan	0 \$	0 \$	0 \$	0 \$	0 \$	2,640
3.03 Initiate Multilingual Campaign	0 \$	0 \$	0 \$	0 \$	0 \$	17,360
3.04 Youth/Corps Training	0 \$	0 \$	0 \$	0 \$	0 \$	12,480
3.05 Community Workshops - Round 1	0 \$	12 \$	2,428 \$	0 \$	0 \$	18,708
3.06 Community Workshops - Round 2	0 \$	0 \$	0 \$	0 \$	0 \$	17,280
3.07 Community Workshops - Round 3	0 \$	0 \$	0 \$	0 \$	0 \$	17,280
Subtotal	0 \$	12 \$	2,428 \$	0 \$	0 \$	92,108
Task 4: Schematic Design						
4.01 Kickoff Design Workshop with City's Project Team	0 \$	4 \$	476 \$	0 \$	0 \$	3,196
4.02 Prepare Conceptual Design Alternatives (2)	0 \$	34 \$	2,856 \$	0 \$	0 \$	58,741
4.03 70% Design Workshop with City's Project Team	0 \$	30 \$	3,570 \$	0 \$	0 \$	5,910
4.04 Prepare 70% Schematic Design Package	0 \$	16 \$	1,232 \$	0 \$	0 \$	42,022
4.05 Present 70% Schematic Design Package to Parks, Recreation, Community Services	0 \$	0 \$	0 \$	0 \$	0 \$	2,960
4.06 Prepare 100% Schematic Design Package	0 \$	10 \$	640 \$	0 \$	0 \$	35,330
Subtotal	0 \$	84 \$	8,774 \$	0 \$	0 \$	148,579
Task 5: Design Development						
5.01 Coordinate CEQA Compliance Documentation	0 \$	0 \$	0 \$	0 \$	0 \$	8,560
5.02 Prepare 50% Design Development Package	0 \$	54 \$	5,670 \$	0 \$	0 \$	152,460
5.03 Attend Progress Submittal Review Meeting with City of Ontario	0 \$	0 \$	0 \$	0 \$	0 \$	2,030
5.04 Prepare 100% Design Development Package	0 \$	20 \$	1,788 \$	0 \$	0 \$	104,190
Subtotal	0 \$	74 \$	7,458 \$	0 \$	0 \$	267,230
Task 6: Final PS&E						
6.01 Prepare 90% Construction Documents Package	0 \$	169 \$	12,961 \$	0 \$	0 \$	173,594
6.02 Prepare 100% Construction Documents Package	0 \$	52 \$	3,070 \$	0 \$	0 \$	92,370
Subtotal	0 \$	221 \$	16,031 \$	0 \$	0 \$	265,964
Task 7: Construction Phase Support						
7.01 Pre-Construction Meeting	0 \$	8 \$	952 \$	0 \$	0 \$	5,472
7.02 8-Week Construction Meetings	0 \$	40 \$	4,760 \$	0 \$	0 \$	64,175
7.03 In-house Field Coordination	0 \$	10 \$	1,190 \$	0 \$	0 \$	48,135
7.04 Nursery Visits	0 \$	0 \$	0 \$	0 \$	0 \$	4,200
7.05 Pre-Punch Job Walk	0 \$	0 \$	0 \$	0 \$	0 \$	5,105
7.06 Punch List Job Walk	0 \$	10 \$	770 \$	0 \$	0 \$	3,585
7.07 Record Drawings	0 \$	0 \$	0 \$	0 \$	0 \$	13,805
Subtotal	0 \$	68 \$	7,672 \$	0 \$	0 \$	144,437
TOTAL LABOR	48 \$	7,920 \$	483 \$	45,707 \$	72 \$	1,064,918.75
TOTAL DIRECT COSTS	0 \$	200 \$	5 \$	1,100 \$	0 \$	35,000 \$
TOTAL CONTRACT AMOUNT	0 \$	0 \$	0 \$	0 \$	0 \$	1,099,918.75

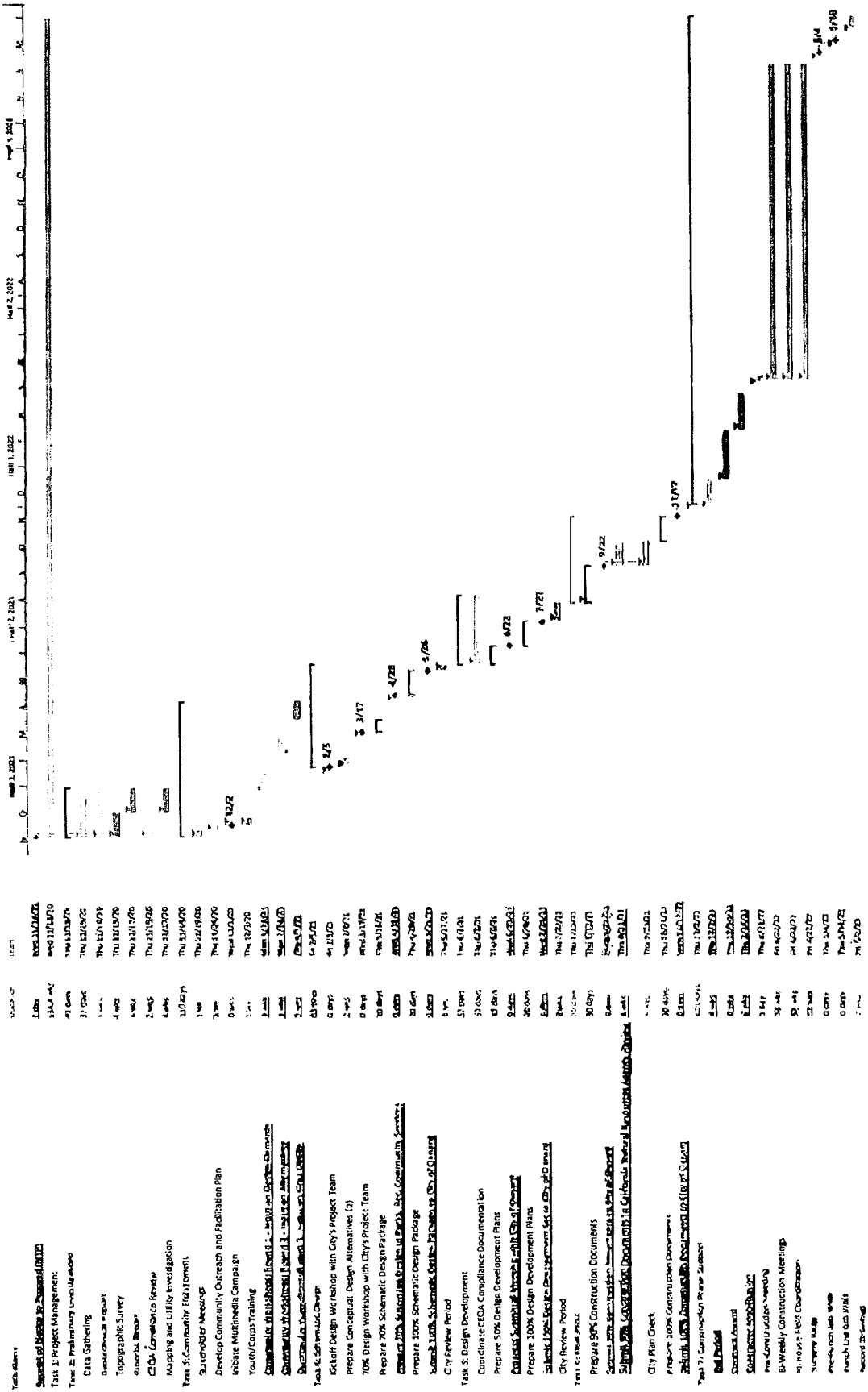
SCHEDULE OF SERVICES EXHIBIT
(page 1 of 2)

Specific project milestones include:

- » Kickoff Meeting with City of Oxnard – TBD Following Agreement Execution
- » Community Workshops Round #1 -- January 11-29, 2021
- » Kickoff Design Workshop with City of Oxnard – February 5, 2021
- » Community Workshops Round #2 -- February 22-March 12, 2021
- » 70% Design Workshop with City of Oxnard -- March 17, 2021
- » Community Workshops Round #3 – April 1-21, 2021
- » Present 70% Schematic Design to Parks, Recreation, Community Services – April 28, 2021
- » Submit 100% Schematic Design Package (30% PS&E) – May 26, 2021
- » Review 50% Design Development Progress with City of Oxnard -- June 23, 2021
- » Submit 100% Design Development Package (60% PS&E) – July 21, 2021
- » Submit 90% Construction Documents (90% PS&E) – September 22, 2021
- » Submit 100% Construction Documents (100% PS&E) -- November 11, 2021
- » Bid Period -- December 2021
- » Contract Award -- February 2022
- » Begin Construction -- April 2022
- » Substantial Completion – April 2023
- » End Construction -- May 2023
- » Submit Record Drawings – June 2023

SCHEDULE OF SERVICES EXHIBIT (page 2 of 2)

Schedule, continued



ATTACHMENT A (Grant Agreement)

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2018 Parks Bond Act

Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE CAMPUS PARK EXPANSION

PROJECT NUMBER SW-56-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$8,500,000.00

City of Oxnard

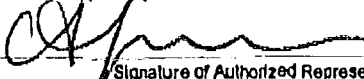
Grantee

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Alexander Nguyen

Typed or printed name of Authorized Representative



Signature of Authorized Representative

Address 300 West Third Street Oxnard, CA 93030

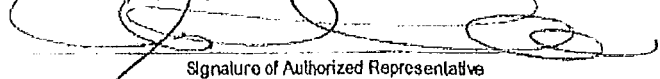
Title City Manager

Date 4/15/2020

By

Jana Clarke

Typed or printed name of Authorized Representative



Signature of Authorized Representative

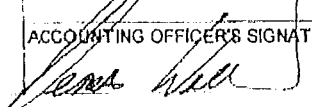
Title

Supervisor

Date

4-19-20

CERTIFICATION OF FUNDING

CONTRACT NO C9801019	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011778	PROJECT NO. SW-56-001
AMOUNT ENCUMBERED BY THIS DOCUMENT \$8,500,000.00	FUND. Drought, Water, Cln Air, Cstl Prot, Outdoor Fund	ITEM 3790-101-6088	CHAPTER 29
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	REPORTING STRUCTURE 37900001	ACTIVITY CODE 69800	STATUTE 18
TOTAL AMOUNT ENCUMBERED TO DATE \$8,500,000.00	ACCOUNT/ALT.ACCOUNT 5432000 1072000000 00000000	PROJECT / WORK PHASE 37900000SW10001	FISCAL YEAR 2019/20
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.		
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE 	Demetri Williams	DATE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard

GRANTEE

By: 

Signature of Authorized Representative

Title: City Manager

Date: 4/15/2020

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: [Signature]
Signature of Authorized Representative

Title: Supervisor

Date: 4-19-20

GRANT SCOPE/COST ESTIMATE FORM

GRANT SCOPE ITEMS ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	ESTIMATED COST
Construct a New Nature Themed Inclusive Playground	\$1,100,000
Construct a New Community Garden	\$200,000
Construct New Trails	\$550,000
Construct New Landscaping	\$900,000
Construct a Multi-Use Field/Meadow	\$150,000
Construct Public Art	\$80,000
Renovate 3 Basketball Courts	\$20,000
Construct a New Pelota Mixteca Court	\$200,000
Construct a New Multi-Use Pavilion/Amphitheater/Venue Space	\$900,000
Construct New Lighting Throughout the Park	\$350,000
Renovate Parking Lot Within Park Boundaries	\$600,000
Construct a New Seasonal/Periodic Creek	\$1,600,000
Construct New Stormwater Benefits	\$200,000
Construct a New Pump Track	\$250,000
Construct a New Skate Park	\$1,200,000
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$8,300,000
Total Estimated PRE-CONSTRUCTION COST (B)	\$1,800,000
TOTAL PROJECT COST (A+B)	\$10,100,000
Requested GRANT Amount	\$8,500,000

Estimated amount of the GRANT to be charged to PRE-
CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)

\$1,800,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.


AUTHORIZED REPRESENTATIVE Signature

10/24/2019
Date

**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@cbix.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 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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 I.T.R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@eblix.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 NOT BE AN 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							
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)						
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 ☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="width: 50%;">EACH OCCURRENCE</th> <th style="width: 50%;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (____) _____
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
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 _____ 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		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) 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 ☐ 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 _____	

FIRST AMENDMENT TO PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 10 day of January, 2022, by and between the City of Oxnard, a municipal corporation ("City"), and Moore Iacofano Goltsman, Incorporated ("Consultant"). This First Amendment amends the Agreement entered into on December 15, 2020, by City and Consultant.

City and Consultant agree as follows:

1. The name, "Moore, Iacofano, Goltsman, Inc. (MIG)," in Section 2 of the Cover Page of the Agreement is hereby amended to "Moore Iacofano Goltsman, Incorporated."
2. The date, "January 6, 2022," in Section 5 of the Cover Page of the Agreement hereby amended to "June 30, 2024."
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

Patricia Garcia 4/10/22
☐ John C. Zaragoza, Mayor¹ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Buyer Patricia Garcia

ATTEST:

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

APPROVED AS TO FORM:

by R 12-21-21
Stephen M. Fischer, City Attorney (always required) Date

MOORE IACOFANO GOLTSMAN, INCORPORATED
Daniel Iacofano Date
 President & CEO²
Chris Beynon 1.3.2022
 Assistant Treasurer Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total 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 Amendment on the date first written above.

CITY OF OXNARD

**MOORE IACOFANO GOLTSMAN,
INCORPORATED**

☐ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☒ Buyer

 Daniel Iacofano,
 President & CEO² _____ Date

 Chris Beynon,
 Assistant Treasurer _____ Date

ATTEST:

 N/A
 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 _____
 Stephen M. Fischer, City Attorney (always required) _____ Date
 12-21-21

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total 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.

SECOND AMENDMENT TO PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the professional services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 28 day of June, 2024, by and between the City of Oxnard, a municipal corporation ("City"), and Moore Iacofano Golstman, Incorporated ("Consultant"). This Second Amendment amends the Agreement entered into on December 15, 2020, by City and Consultant. The Agreement previously has been amended on January 10, 2022, by a First Amendment.

City and Consultant agree as follows:

1. This agreement is hereby amended to extend the term of the agreement to June 30, 2027.
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

Jennifer Yates 6/28/24
☐ John C. Zaragoza, Mayor¹ Date
☒ Jennifer Yates, Purchasing Agent²

ATTEST:

N/A

Rose Chaparro, City Clerk
(only if Mayor signs)

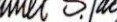
APPROVED AS TO FORM:



Stephen M. Fischer, City
Attorney (always required)

6/28/2024
Date

**MOORE, IACOFANO GOLSTMAN,
INCORPORATED**

	6.28.24
Daniel Iacofano, CEO	Date
	6.28.24
Carolyn Verheyen, Secretary ³	Date

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000.

² The Purchasing Agent may execute any authorized agreement up to \$200,000.

³ 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.

Contract Amendment and Budget Appropriation for Design Activities for the Campus Park Activation Project

City Council
November 19, 2024

Jennie Ibanez
Sr. Construction Project Manager

RECOMMENDATION

That the City Council approve and authorize the Mayor to:

1. Execute a Third Amendment with Moore, Iacofano, Goltsman, Inc. in the amount of \$180,325.77 for a new not-to-exceed amount of \$1,280,264.52 to perform landscape architecture and design services for the Campus Park Activation Project PVV 20-95; and
2. Authorize a \$65,000 budget appropriation, and corresponding transfer in revenue in the same amount, in the Capital Outlay Fund (301) of the Campus Park Activation Project (C2104), funded from a transfer of existing FY2024-25 General Fund (101) appropriation

BACKGROUND

- June 4, 2019: City Council approved the submission of an application for \$8.5M in Statewide Park Development and Community Revitalization Program (SPP) grant funds for the Campus Park Activation Project.
- February 20, 2020: the City was notified that the grant was being awarded for the full \$8.5M.
- Following the Grant award, the City sought a consultant team to provide landscape architecture and engineering design services for the Campus Park Activation Project (C2104). The project scope involves public outreach and participatory community design, cost analysis, engineering design, and preparation of plans and specifications for the proposed improvements at Campus Park.

BACKGROUND

- The Campus Park Activation Project includes the Park design to incorporate elements including but not limited to:
 - Bicycle pump track
 - Skate Park
 - Playground
 - Basketball Courts
 - Pelota mixteca court
 - Performing arts amphitheater/pavilion, multi-use field/meadow
 - Community garden
 - Public art
 - Walking trails
 - Stormwater improvements
 - Lighting and landscaping throughout the park
 - Renovations to the existing parking lot

CAMPUS PARK ACTIVATION MASTER PLAN



DISCUSSION

- Amendment to Agreement A-8248 for Campus Park for Park Design will support additional tasks to complete project design through plan check and permitting. Tasks include:
 - Stormwater infiltration borings and testing
 - Soil engineering analysis
 - Updated geotechnical report
 - Aircraft hazards and land use assessment
 - Fire flow model
- The federal ORLP grant requires the completion of an environmental review under National Environmental Policy Act (NEPA) and National Historic Preservation Act of 1966 (NHPA) Section 106, and these are required to be approved by the National Park Service (NPS) before development can begin.

FINANCIAL IMPACT

- Total value of Third Amendment with MIG is \$180,325.77 with a new contract not to exceed value is \$1,280,264.52
- The Campus Park Activation Project (C2104) is currently funded with the SPP grant.
- To cover the required environmental studies that are not SPP grant eligible, \$65,000 is requested to be transferred from the FY 2024-25 Adopted General Fund Engineering Program (1013101-53200) to the Campus Park Activation Project (C2104).

Questions?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. J.5

DATE: November 19, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Annual Purchase Orders with SWARCO McCain, Inc., for Traffic Signal Equipment for the Traffic Signal Modernization Project. (10 minutes)

RECOMMENDATION

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with SWARCO McCain, Inc. for a not-to-exceed amount of \$3,120,000 for a term of three years for specialized traffic signal equipment for Citywide signalized intersections.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/JXEOvMdB7wI>

BACKGROUND

The Traffic Engineering Division is responsible for the maintenance of 167 signalized intersections across the City. Ensuring the optimal performance of traffic signals is a critical component of our daily operations, involving careful oversight of installation, design, and monitoring to maintain safe and efficient traffic flow.

Following the adoption of the City's Intelligent Transportation System (ITS) Master Plan in 2008, SWARCO McCain Inc.'s signal-related equipment and products were established as the City's standard. Since then, SWARCO McCain has provided traffic signal control cabinets, controller systems (motherboards, electronic components, and wiring), software and push button technology used for managing traffic signal timing.

The equipment is programmable, loaded, and runs with industry-unique SWARCO McCain Inc. firmware and software. These integrated, matched systems are crucial to efficiently manage signal operations and address any issues or malfunctions promptly. In the case of the City's traffic signal it is essential to use a unified system with highly compatible, matched equipment, firmware, and software from the same manufacturer.

Capital Improvement Program (CIP) Reference:

Project No. C2006, Traffic Signal Modernization Project, CIP 2025-2029 - Adopted June 4, 2024, Page 125.

DISCUSSION

As part of the Capital Improvement Program, the City Council has approved the Traffic Signal Modernization project, with a phased project implementation, which includes:

- System-wide upgrades to the City's traffic signals

- Replacement of aging infrastructure to ensure system reliability and compatibility with future signal technologies
- Enhancement of system reliability, maintaining connectivity with the City’s traffic management center, and improving compatibility with new technologies

Specifying and purchasing SWARCO McCain Inc. equipment is essential not only for advancing this CIP project but also for maintaining and repairing traffic infrastructure when equipment breaks down and ensuring technical compatibility throughout the City’s traffic signal network. This is vital for public safety in both routine and emergency scenarios. This sole-source purchase is consistent with California Contract Code 3400, where such procurement is allowed “In order to match other products in use on a particular public improvement either completed or in the course of completion”.

By setting up a purchase order for this equipment at negotiated prices, the City can maximize its buying power, secure discounts, and streamline administrative processes. Moreover, having easier access to this specialized equipment accelerates repairs and reduces downtime at signalized intersections, preventing prolonged disruptions to traffic flow. The City’s traffic signal technicians will be responsible for installing the equipment purchased from SWARCO McCain.

For these reasons, it is essential to continue to use a cohesive system with uniform equipment, firmware, and software from the same manufacturer. To accomplish this, staff has relied upon the City's Purchasing Ordinance which allows the City to buy directly from a selected vendor capable of meeting City requirements of the traffic signal system. SWARCO McCain was selected as the sole provider of this equipment since the ITS Master Plan was adopted and deemed the equipment for the Traffic Signal Modernization Project. The Traffic Engineering Division negotiated prices with Swarco McCain for a sole source list of equipment.

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 cost for this Purchase Order with SWARCO McCain Inc. shall not exceed \$3,120,000 for a term of three years. It will be funded from the Traffic Signal Modernization Project (C2006) utilizing available budget appropriations from the following funding sources.

FUND	FUND NAME	AVAILABLE PROJECT BUDGET
350	Development Impact Fees Fund	\$1,675,335
104	Measure O Fund	\$1,000,000
101	General Fund	\$1,000,000
	Total	\$3,675,335

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: Morgan Kessler, City Engineer, Kawkeb Said, Senior Engineer

ATTACHMENTS

1. Quote-Sole Source List- Swarco McCain
2. Presentation



QUOTATION

Estimator: Melissa Lanini

(760)734-5086

melissa.lanini@swarco.com

Quote #: MRL061424F

Agency: Oxnard City of

Job Name: Blanket- 332L-Flex- Signals

Bid Date: 8/12/24

Bid Item	Qty	Description	Price 1-9 qty	Price 10+ qty
CONTROLLER EQUIPMENT				
1		FLEX RACK MOUNT CONTROLLER, WIFI/ W OMNI	\$3,818.00	\$3,643.00
1		352i ATCC-HV,(2)IA-24CH,(2)FITA-24CH,OA-16CH,FOTA-16CH,SA, ANODIZED.	\$15,407.00	\$15,191.00
		1 CMU,2212-HV-MC (ip), 32 CH W/ ETHERNET PORT, ATC		
		3 SIU,2218-MC SERIAL INTERFACE UNIT, ATC		
		2 ISO, DC, 242L, EDI ISOLATOR		
		9 LS,2202-HV-MC, HDSP/FLASHER UNIT, ATC		
		1 CMU DATAKEY PROGRAMMER, EDI MONITORKEY-USB		
		2 LOCK MT ASSY,BEST,332/4/6 LEFT/RIGHT (UNIVERSAL MT), STD		
		1 CERTIFICATION OF COMPLIANCE		
1		332L CABINET, ANODIZED W/BEST LOCKS	\$11,259.00	\$11,096.00
		1 FILTER,AIR,POLYPROP MEDIA W/ GALVANIZED FRAME		
		1 CMU, 2010ECLIP W/10/100 ETHERNET PORT, EDI		
		1 RED MONITOR KIT		
		1 P2 PED MONITORING HARNESS		
		2 204 FLASHER		
		3 242L ISOLATOR, EDI		
		4 430 F.T.R.		
		12 200 LOAD SWITCH		
		1 LAMP KIT, 2 LED M73249 JKL, FRONT & REAR SWITCHES JUMPERED		
		1 CERTIFICATION OF COMPLIANCE		

**SIGNALS W/ BACKPLATES W/ 2"
TAPE, NO VISORS INCLUDED**

1 MAS [RYG]12"	\$466.29	\$455.19
1 MAS [R,Y,G,GA]12"	\$557.54	\$544.01
1 MAT [RYG]	\$447.25	\$436.66
1 SV-1-T [RYG,YA>,GA>]12 LOD	\$927.15	\$903.75
1 SV-1-T [RYG,GA]12 LOD	\$800.35	\$780.34
1 SV-1-T [RYG]12 LOD	\$662.01	\$645.68
1 TV-1-T [RYG,GA]12 LOD	\$865.37	\$843.63
1 TV-1-T [RYG,YA,GA]12 ROD	\$993.64	\$968.47
1 TV-1-T [RYG]12 LOD	\$715.52	\$697.77
1 [RYG]12"	\$353.48	\$345.38
1 [R,Y,G,GA]12"	\$474.40	\$463.08
1 [RYG,YA,GA]12	\$588.48	\$574.12
1 [R,YA,GA,Y,G]12" CLUSTER	\$697.35	\$680.09
1 12" VISOR	\$6.94	\$6.94
1 3 SECTION 12" BACKPLATE	\$94.23	\$93.05
1 4 SECTION 12" BACKPLATE	\$109.51	\$107.93
1 5 SECTION 12" BACKPLATE	\$109.76	\$108.16
1 5 SECTION 12" CLUSTER BACKPLATE	\$155.36	\$152.55

**SIGNALS W/ BACKPLATES NO TAPE,
NO VISORS**

1 MAS [RYG]12"	\$416.33	\$402.46
1 MAS [R,Y,G,GA]12"	\$507.60	\$490.68
1 MAT [RYG]	\$397.29	\$384.05
1 SV-1-T [RYG,YA>,GA>]12 LOD	\$877.24	\$848.00
1 SV-1-T [RYG,GA]12 LOD	\$750.43	\$725.41
1 SV-1-T [RYG]12 LOD	\$612.07	\$591.67
1 TV-1-T [RYG,GA]12 LOD	\$815.46	\$788.28
1 TV-1-T [RYG,YA,GA]12 ROD	\$943.74	\$912.28
1 TV-1-T [RYG]12 LOD	\$665.59	\$643.40
1 [RYG]12"	\$303.51	\$293.39
1 [R,Y,G,GA]12"	\$424.44	\$410.29
1 [RYG,YA,GA]12	\$538.54	\$520.58
1 [R,YA,GA,Y,G]12" CLUSTER	\$647.42	\$625.84
1 12" VISOR	\$6.94	\$6.94
1 3 SECTION 12" BACKPLATE	\$44.24	\$42.76
1 4 SECTION 12" BACKPLATE	\$59.52	\$57.54
1 5 SECTION 12" BACKPLATE	\$59.76	\$57.77

1 5 SECTION 12" CLUSTER BACKPLATE	\$105.37	\$101.86
-----------------------------------	----------	----------

**CALTRANS FRAMEWORK WITH GALV
PIPE AND FITTINGS, PER CITY OF
OXNARD. 316 SS HARDWARE,
SERRATED TOP ELBOWS, WASHERS
INSIDE HOUSING**

1 MAS MOUNT ONLY	\$108.23	\$108.23
1 MAT	\$102.46	\$102.46
1 SV-1-T LOD	\$381.27	\$381.27
1 SV-1-T ROD	\$375.57	\$375.57
1 SV-2-TA	\$518.50	\$518.50
1 TV-1-T ROD	\$449.37	\$449.37
1 TV-1-T LOD	\$449.36	\$449.36
1 TV-2-T	\$563.33	\$563.33

PED EQUIPMENT

1 PEDESTRIAN SIGNAL, INSTALLED IN FRAMEWORK	\$55.56	\$54.07
1 SP-1-T LOD FRAMEWORK	\$355.13	\$345.58
1 SP-1-T ROD FRAMEWORK	\$355.13	\$345.58
1 SP-2-T FRAMEWORK	\$364.68	\$354.88
1 TP-1-T ROD	\$430.85	\$419.28
1 TP-2-T	\$396.98	\$386.32
1 PPB SIGN R10-3 LEFT/RIGHT ARROW BLACK ON WHITE, 2-SIDED	\$12.46	\$12.46
1 PPB SIGN, 9X12 R10-3j (CA) WAVE AT BUTTON, 2-SIDED	\$18.25	\$18.25
1 PPB CAP & SWITCH	\$25.41	\$25.73
1 PPB FRAME ASS'Y, ADJUSTABLE, 5X7	\$40.53	\$39.44
1 PPB FRAME ASS'Y, ADJUSTABLE, 9X12	\$128.66	\$125.20

PRICING VALID TILL 6/30/2025
PRICING WILL BE EVALUATED
ANNUALLY AND
INCREASED BASED ON CPI, NOT TO
EXCEED 10% PER YEAR

SALES TAX NOT INCLUDED

Prices firm for 90 days. Freight included. Add sales tax.

Sale is subject to Swarco's standard terms and conditions.

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Annual Purchase Orders with SWARCO McCain Inc., for Traffic Signal Equipment for the Traffic Signal Modernization Project

City Council
November 19, 2024

Kawkeb Said, Interim City Traffic Engineer
Traffic Engineering Division

That the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with SWARCO McCain, Inc. for a not-to-exceed amount of \$3,120,000 for a term of three years for specialized traffic signal equipment for Citywide signalized intersections.

- The Traffic Engineering Division is responsible for the maintenance of 167 signalized intersections across the City.
- Ensuring the optimal performance of traffic signals is a critical component of our daily operations, involving careful oversight of installation, design, and monitoring to maintain safe and efficient traffic flow.
- Following the adoption of the City's Intelligent Transportation System (ITS) Master Plan in 2008, SWARCO McCain Inc.'s signal-related equipment and products were established as the City's standard.

- Since then, SWARCO McCain has provided traffic signal control cabinets, controller systems (motherboards, electronic components, and wiring), software and push button technology used for managing traffic signal timing.
- The equipment is programmable, loaded and runs with industry-unique SWARCO McCain Inc. firmware and software.
- These integrated, matched systems are crucial to efficiently manage signal operations and address any issues or malfunctions promptly.
- In the case of the City's traffic signal it is essential to use a unified system with highly compatible, matched equipment, firmware, and software from the same manufacturer.

- As part of the Capital Improvement Program, the City Council has approved the Traffic Signal Modernization Project (C2006), with a phased project implementation, which includes:
 - System-wide upgrades to the City's traffic signals
 - Replacement of aging infrastructure to ensure system reliability and compatibility with future signal technologies
 - Enhancement of system reliability, maintaining connectivity with the City's traffic management center, and improving compatibility with Smart Cities new technologies
- Purchasing SWARCO McCain Inc. equipment is essential not only for advancing the CIP project but also for maintaining and repairing traffic infrastructure when equipment breaks down. This is vital for public safety in both routine and emergency scenarios.



Flex Controllers



Signal Heads



Pedestrian Signal Heads



Traffic Signal Cabinet

- This sole-source purchase is consistent with California Contract Code 3400, where such procurement is allowed “In order to match other products in use on a particular public improvement either completed or in the course of completion”.
- By setting up a purchase order for this equipment at negotiated prices, the City can maximize its buying power, secure discounts, and streamline administrative processes.
- Having easier access to this specialized equipment accelerates repairs and reduces downtime at signalized intersections, preventing prolonged disruptions to traffic flow.
- The City’s traffic signal technicians will be responsible for installing the equipment purchased from SWARCO McCain.

- It is essential to continue to use a cohesive system with uniform equipment, firmware, and software from the same manufacturer.
- Staff has relied upon the City's Purchasing Ordinance which allows the City to buy directly from a selected vendor capable of meeting City requirements of the traffic signal system.
- SWARCO McCain was selected as the sole provider of this equipment since the ITS Master Plan was adopted and deemed the equipment for the Traffic Signal Modernization Project.
- The Traffic Engineering Division negotiated prices with Swarco McCain for a sole source list of equipment.

The total cost for the annual Purchase Orders with SWARCO McCain Inc. shall not exceed \$3,120,000 for a term of three years. It will be funded from the Traffic Signal Modernization Project (C2006) utilizing available budget appropriations from the following funding sources.

FUND NO.	FUND NAME	AVAILABLE PROJECT BUDGET
350	Development Impact Fees Fund	\$1,675,335
104	Measure O Fund	\$1,000,000
101	General Fund	\$1,000,000
	Total	\$3,675,335



End of Presentation