



Meeting Date: 03 / 08 / 11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other

Prepared By: Lou Balderrama, Public Works City Engineer

Agenda Item No. **I-3**

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Public Works

DATE: February 25, 2011

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: Approval of Award of Contract No. A-7393 for PW10-14 Bartolo Square South Neighborhood Street and Utility Improvement Project Phase II

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the contract to Toro Enterprises Inc. in the amount of \$2,478,801 for the Bartolo Square South Neighborhood Street and Utility Improvement Project Phase II (Bartolo Square South Neighborhood Project) Specification No. PW10-14 for pavement resurfacing, sidewalk, curb and gutter repair, replacing street name signs, and water main replacement in the Bartolo Square South Neighborhood bounded eastward to J Street, westward to Ventura Road, northward to Hemlock Street, and southward to Channel Islands Boulevard.
2. Approve a Special Budget Appropriation of \$900,000 from the Water Operating Fund to the Bartolo Square South Neighborhood Project for water main replacement.

DISCUSSION

On November 16, 2010, the City Council approved the plans and specifications for PW 10-14 Bartolo Square South Neighborhood Project and authorized staff to solicit bids for the project. A pre-bid meeting was conducted on January 5, 2011 and was well attended by contractors. The bid opening was held on January 26, 2011, and ten bids were received. The lowest responsible bidder was Toro Enterprises, Inc of Oxnard for \$2,478,801.

The Bartolo Square Neighborhood South Project consists of resurfacing neighborhood streets and replacement of the waterline and valves. This work includes cold milling of existing asphalt concrete pavements and overlay and slurry; reconstruction of alley; concrete repairs and installation of American Disabilities Act (ADA) curb ramps; adjust utility covers to finish grade; traffic striping; and removal and replacements of street name signs.

Funding for the street reconstruction portion of this project will come from Proposition 1B funds (Prop 1B), State voter approved bonds for local road street improvements, and Community Development Block Grant (CDBG) funds. These funds are only eligible for street improvements such as pavement repair and reconstruction. Funding for the water main replacement portion of this project will come from the Water Operating Fund as Prop 1B and CDBG funding is not eligible for this cost.

Subject: Bartolo Square South Neighborhood Street and Utility Improvement Project Phase II

February 25, 2011

Page 2 of 2

FINANCIAL IMPACT

Funding from Prop 1B and CDBG is available in the Bartolo Square South Project No. 093109 to provide for the cost of street improvements. A Special Budget Appropriation is requested for \$900,000 from the Water Operating Fund to Bartolo Square South Neighborhood Project Phase 2 to provide for the cost of water main replacement.

Attachment No. 1 – Contract No. A-7393

No. 2 – Special Budget Appropriation

Note: Attachment No. 1 has been provided to the City Council. Copies are available for review at the Help Desk (second floor) in the Main Library after 6:00 p.m. on the Thursday prior to the Council meeting, and at the City Clerk's Office after 8:00 a.m. on Monday.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: March 8, 2011
SPECIFICATION NUMBER: PW10-14
NAME OF CONTRACTOR: Toro Enterprises, Inc.
ADDRESS: 2101 E. Ventura Blvd. / P.O. Box 6285
Oxnard, CA 93031
Phone: 805-483-4515 Fax: 805-483-2001

PROJECT DESCRIPTION: Bartolo Square South –Ph. II –Street & Water Improvements –The project consists of the resurfacing of neighborhood streets; overlay with ARHM & ARAM and slurry; concrete repairs; ADA curb ramps; replacement of waterline and valves and adjust utility covers, traffic striping, street name signs.

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

This contract is made at Oxnard, California, as of this 8th day of March, 2011, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

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

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

Total: \$2,478,801.00

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

2. PAYMENT SCHEDULE

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

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

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

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment shall be made no earlier than 35 days, and no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

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

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; 2" cold mil AC pavement; profile mill AC pavement (4' wide); unclassified excavation; class 2 aggregate base; asphalt concrete, type III B2; asphalt concrete type III C2; asphalt aggregate membrane (ARAM); asphalt concrete (ARHM); slurry seal type II (RAP); remove & replace PCC sidewalk; remove & replace PCC driveway; remove & replace PCC curb & gutter; remove & replace PCC x-gutter & spandrel; grind PCC sidewalk edge; 4' PCC ribbon gutter; install 10'x8' PCC pad @ trash enclosures; install PCC curb ramp; install 2"x6" header board; adjust water valve cover to finished grade; adjust meter cover to finished grade ; adjust manhole cover to finished grade; adjust survey monument cover to finished grade ; install blue reflective pavement marker; install pavement markings; install traffic stripings; install inductive loop; remove & replace street name sign; install 8" PVC Class 150; install 8" PVC Class 200; abandon exist 6" & 8" CIP in-place; remove & install 8" RS gate valves; remove, replace, relocate, & reconnect fire hydrants; temporary water services up to 2 inches; replaced water services up tp 2 inches; overexcavation/special bedding; trench safety; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

4. CONTRACT DOCUMENTS

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

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7393
- (C) Addenda – Numbers One (1) / Clarification (1)
- (D) Specification Number PW10-14
- (E) Plans or Drawing Number 10-10A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

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

5. NOTICE OF THIRD PARTY CLAIM

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

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

6. TIME OF COMPLETION

The time limit for the completion of the work is 120 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: TORO ENTERPRISES

DR. THOMAS E. HOLDEN, MAYOR

SEAN A. CASTILLO, PRESIDENT

ATTEST

DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

ALAN HOLMBERG
CITY ATTORNEY

APPROVED AS TO INSURANCE:

JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

RAYMOND WILLIAMS, PROJECT MANAGER

ROB ROSHANIAN
ACTING PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT

Edmund F. Sotelo, City Manager

CITY OF OXNARD
SPECIFICATION NUMBER GS09-21

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

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

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

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

2. **CERTIFICATION REGARDING WORKERS’S COMPENSATION**

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

Toro Enterprises, Inc.
FIRM/COMPANY NAME


SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Sean Castillo, President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

02/11/11
DATE OF EXECUTION

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

Toro Enterprises, Inc. ("Contractor"), as Principal,
and Travelers Casualty and Surety* ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of Two Million Four Hundred** Dollars (\$**), or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

*Company of America **Seventy-Eight Thousand Eight Hundred One & NO/100ths (\$2,478,801.00)

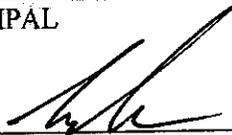
This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Contract #A-7393, Bartolo Square South - Ph. II
Street & Water Improvements

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

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

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

In witness whereof, Contractor and Surety have executed this document
this 11th day of February, 2011.

Toro Enterprises, Inc.
PRINCIPAL
BY 
(SEAL)

Travelers Casualty and Surety Company of America
SURETY
BY 
(SEAL) Paul Boucher, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES

On FEBRUARY 11, 2011 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PAUL BOUCHER
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TORO ENTERPRISES, INC. - BOND #105536918 - CITY OF OXNARD

Document Date: FEBRUARY 11, 2011 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: PAUL BOUCHER

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: Ventura

On February 15, 2011, before me, Renee Cruz, Notary Public

personally appeared Sean Castillo (name and title of the officer)

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

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

WITNESS my hand and official seal

Renee Cruz
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages <u>1</u> Document Date: <u>2-11-11</u> <u>Performance Bond</u> Title or type of document <u>No. 105536918</u> Additional information		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	

**CITY OF OXNARD
SPECIFICATION NUMBER PW10-14**

Bond No.: 105536918
Premium: Premium included
with the Performance Bond.

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

The City of Oxnard, on February 7th, 2011 awarded to Toro Enterprises, Inc.
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: Contract #A-7393, Bartolo Square South - Phase II - Street & Water Improvements

Now, therefore, Principal and Travelers Casualty and Surety Company of America

("Surety") agree to be bound to the City of Oxnard in the sum of Two Million Four Hundred Seventy-Eight*
Dollars (\$ 2,478,801.00), or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally. *Thousand Eight Hundred One & NO/100ths

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

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

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

**CITY OF OXNARD
SPECIFICATION NUMBER PW10-14**

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

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

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

In witness whereof, principal and surety have executed this document this 11th day of February, 2011.

Toro Enterprises, Inc.
PRINCIPAL

BY 
(SEAL)

Travelers Casualty and Surety Company of America
SURETY

BY 
(SEAL) Paul Boucher, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES

On FEBRUARY 11, 2011 before me, MISTY DAWN WRIGHT, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PAUL BOUCHER
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TORO ENTERPRISES, INC. - BOND #105536918 - CITY OF OXNARD

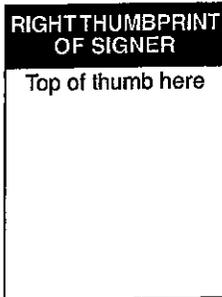
Document Date: FEBRUARY 11, 2011 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: PAUL BOUCHER

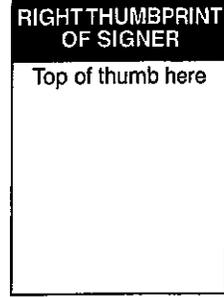
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221542

Certificate No. 003981451

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Paul Boucher, Tim Noonan, Janina Monroe, Tom McCall, and Jeremy Yeung

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of November, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 22nd day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of **FEB 11 2011**, 20

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of: California

County of: Ventura

On February 15, 2011, before me, Renee Cruz, Notary Public

personally appeared Sean Castillo (name and title of the officer)

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

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

WITNESS my hand and official seal

Renee Cruz
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages <u>2</u> Document Date: <u>2-11-11</u> <u>Payment Bond No.</u> Title or type of document <u>105536918</u> Additional information		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	



CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY)

2/15/2011

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

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

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1310020 Toro Enterprises, Inc. P.O. Box 6285 Oxnard CA 93031	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES TOREN01 C4 CERTIFICATE NUMBER: 11159808 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED. \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	N	GLA 5223741-00	10/1/2010	10/1/2011	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Coll: \$1,000,000 Ded.	X	N	GLA 5223741-00	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC 6554582-01	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Certificate Holder is named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Re: 4535U P - PW10-14 Bartolo Square South - Ph. II - Street & Water Improvements. Additional Insured(s): Certificate Holder, its officers, agents, employees and volunteers. General Liability policy is subject to wrap exclusion, copy of exclusion is included herewith. Waiver of Subrogation applies per attached endorsement(s).

CERTIFICATE HOLDER

11159808

City of Oxnard
 Attn: Risk Manager
 Reference No. A-7393
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION

[M462290] [M462291] [M450239] [M450304]

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations:

Blanket Where Required By Written Contract.

Blanket Where Required By Written Contract.

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

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

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location of the the additional insured(s) at the location(s) designated above.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or
Organization(s):**

**Location And Description Of Completed
Operations:**

Blanket Where Required by Written Contract

Blanket Where Required by Written Contract

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations:

Blanket Where Required By Written Contract.

Blanket Where Required By Written Contract.

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

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

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location of the the additional insured(s) at the location(s) designated above.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or
Organization(s):**

**Location And Description Of Completed
Operations:**

Blanket Where Required by Written Contract

Blanket Where Required by Written Contract

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form.

This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 10/01/2010
Named Insured: Toro Enterprises, Inc.

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED INTEREST.

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

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

~~WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY~~

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/01/2010 at 12:01 A.M. standard time,
forms a part of Policy No. WC 6554582-01 Endorsement No.
of the Zurich American Insurance Company
issued to **Toro Enterprises, Inc.**

Premium (if any) \$

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule	Job Description
-------------------------------	-----------------	------------------------

WC 252 (4-84) WC 04 03 06 (Ed. 4-84)

**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 a Contractual Liability Endorsement, 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 CG0001ED, November 1988). 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 CA000T, ED June 1992) 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.

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-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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7393
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. ~~You may use this or any industry form that shows coverage as broad as that shown on the attached sample. Please note the~~ certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed. Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number.

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-2M Limit-Use.doc

CITY OF OXNARD

REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

March 8, 2011

Request is hereby made for an appropriation of total

\$ 900,000

Reason for appropriation: Transfer from the Water Operating Fund to the Bartolo Square South Neighborhood Street and Utility Improvement Project Phase II for water main replacement.

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
Water Operating Fund (601)	Water Operating Fund- Water Procurement 601-6010	
	843-8606 Enterprise Activities - Capital Outlay	(900,000)
	Bartolo Square South Neighborhood Improvement Project No. 093109 601-3147	
	826-8604 - Improvement Not Building - Major Repairs	900,000
	Net Estimated Change to Water Operating Fund Balance	<u><u>-0-</u></u>



Manager

REQUIRES CITY COUNCIL APPROVAL

DIRECTOR OF FINANCE



Disposition

Approved _____

Rejected _____

Transfer by Journal Voucher _____

City Manager