Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
April 8, 2025
Regular Meeting - 6:45 PM to 8:15 PM

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

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 864 5273 8441
3. Passcode: 797460

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/**.

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 no later than 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** no later than 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.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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)

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
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, FLAG SALUTE
Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. 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.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the March 25, 2025 regular meetings as presented.
Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Public Works Department
SUBJECT: Fiscal Year 2025-26 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and

2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6RYMVM3jDII
Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department
SUBJECT: Agreement 32500458 with Carollo Engineers, Inc. for a Biosolids Master Plan. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of one year from May 6, 2025, to May 5, 2026, with the option for a one-year period extension ending May 5, 2027, for a total contract amount not to exceed $423,422 for the development of a Biosolids Master Plan for the Wastewater Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0xCaHyd2hcI
Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department
SUBJECT: Multiple Agreements for On-Call Professional Environmental Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional environmental services:

1. Agreement 32500440 Rincon Consultants, Inc. for a total amount not to exceed $500,000;
2. Agreement 32500441 Dudek for a total amount not to exceed $500,000; and
3. Agreement 32500442 UltraSystems Environmental Incorporated for a total amount not to exceed $500,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aGC7-tycT7U
Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department
SUBJECT: Multiple Agreements for On-Call Professional Engineering Services. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional engineering services:

1. Agreement 32500432 CSG Consultants, Inc. for a total amount not to exceed $750,000;
2. Agreement 32500438 Encompass Consultant Group, Inc. for a total amount not to exceed $750,000; and
3. Agreement 32500439 Psomas for a total not-to-exceed amount of $750,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/h45uxzKwRoU

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Multiple Agreements for On-Call Professional Surveying Services. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional surveying services:

1. Agreement 32500443 Dudek for a total amount not to exceed $500,000;
2. Agreement 32500444 MNS Engineers, Inc. for a total amount not to exceed $500,000; and
3. Agreement 32500445 Omni Design, Inc. for a total amount not to exceed $500,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dF4XWnYcL7o

Contact: Michael Wolfe, (805) 385-8055

6. Public Works Department

SUBJECT: Three General Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide Street and Median Landscapes. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year extensions ending June 30, 2030, for landscape maintenance services in Citywide Street and Median Landscapes:

1. Agreement 32500412 for a total amount not to exceed $3,819,000;
2. Agreement 32500413 for a total amount not to exceed $4,294,000; and
3. Agreement 32500414 for a total amount not to exceed $3,527,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/LjoBWi74MVU

Contact: Michael Wolfe, (805) 385-8055

7. Public Works Department

SUBJECT: Four Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (10 minutes)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in City General Fund Parks:

Agreement 32500408 for a total amount not to exceed $913,000;
Agreement 32500409 for a total amount not to exceed $822,000;
Agreement 32500410 for a total amount not to exceed $1,827,000; and
Agreement 32500411 for a total amount not to exceed $1,008,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dLt6kfUgT8o

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: April 8, 2025

TO: Public Works and Transportation Committee

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Public Works and Transportation Committee approve the minutes of the March 25, 2025 regular meetings 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.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Minutes of Public Works and Transportation Committee for March 25 2025

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
March 25, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Luis A. Mc Arthur called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 West Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Luis A. Mc Arthur, Member Gabriela Basua and Member Gabe Teran were present.

Chair Mc Arthur led the pledge of allegiance.

Staff members present were Alexander Nguyen, City Manager; Michelle McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Anthony Miller, Special Projects Manager; Brian Yanez, Assistant Public Works Director; James Torrez, Environmental Resources Manager and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments were received.

C. CONSENT AGENDA

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the February 25, 2025 and March 11, 2025 regular meetings as presented.
No public comments were received.

It was moved by Member Teran, seconded by Member Basua, to approve the Information/Consent item as presented. VOTE: Teran, Basua, and Mc Arthur voted in favor; the motion passed 3-0.

D. REPORTS

1. Public Works Department
SUBJECT: Purchase of Material Handler for the Del Norte Regional Recycling and Transfer Station. (10 minutes)
RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute a purchase order with Quinn Company in the amount of $548,756.31 for a material handler for the Del Norte Regional Recycling and Transfer Station.

Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; James Torrez, Environmental Resources Manager presented and answered the Committee's questions. Discussion ensued among the Committee and staff.

No public comments were received.

It was moved by Member Teran, seconded by Member Basua, to approve the recommended action as presented. VOTE: Basua, Teran and Mc Arthur voted in favor; the motion passed 3-0.

2. Public Works Department
SUBJECT: Draft Maintenance and Funding Policy for Landscape Maintenance Districts. (30 minutes)
RECOMMENDATION: The Public Works and Transportation Committee:

1. Provide final recommendations on the draft policy sections; and
2. Recommend staff present a Maintenance and Funding Policy for Landscape Maintenance Districts to the City Council for consideration.

Michael Wolfe, Public Works Director; Anthony Miller, Special Projects Manager; and Mark Mandell with Mandell Municipal Counseling presented and answered the Committee's questions. Discussion ensued among the Committee and staff.

No public comments were received.

It was moved by Chair Mc Arthur, seconded by Member Teran, to approve the following recommendations on the draft policy:

- Table 4 - left hand column, no changes;
- Table 5 - left hand column, no changes;
- Table 6 - right hand column with changes to the 47% language to not to exceed the Streets and Highways Code Sections 22569
- Table 7 - left hand column with a change to the last item on the list to "other City Council direction may supersede the items above."

VOTE: Teran, Basua and Mc Arthur voted in favor; the motion passed 3-0.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 7:45 p.m.

LOURDES A. LÓPEZ	LUIS A. MC ARTHUR
City Clerk	Chair

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: April 8, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Fiscal Year 2025-26 Utility Ratepayers Assistance Program (Project Assist) Update. (15 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and

2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/6RYMVM3jDII

BACKGROUND

Project Assist is the City of Oxnard's utility rate assistance program for eligible solid waste, water, and wastewater residential utility customers. The City Council initially approved this program in May 2017, and it has continued to be renewed by the City Council annually. Late penalties from utility customers fund the program. For Year 8, Fiscal Year 2024-25, the Project Assist budget was $241,500 and the financial relief per customer was $25.00 per month, allowing up to 805 participants for a full 12 months.

Upon initial approval of Project Assist in 2017, the City Council requested staff to return annually with an update on the program. The Program outreach, in English and Spanish, has relied on a multi-faceted social media approach including utility bill inserts, City website posting, press releases, and word-of-mouth. If customers participate in the program for one fiscal year and meet the eligibility requirements for the next Fiscal year, they are still required to reapply for the program. This is to ensure that participants remain eligible each program year.

The following are some statistics related to applications for Fiscal Year 2024-25 (Year 8):

- Project Assist has accepted and enrolled 846 Oxnard residents from July 2024 through February 28, 2025

- FY 2024-25 is the first time Project Assist program had a waiting list (50 participants on the waiting list as of February 2025)

DISCUSSION

For Project Assist Year 9, Fiscal Year 2025-26, staff is requesting to allocate $270,000, up from $241,500 from last year, from utilities late penalty revenues to fund the Project Assist Program. A $270,000 budget allocation would continue to allow for a maximum $25.00 monthly credit for approximately 900 eligible residential utility customers to participate for 12 months. Please note that the total number of participants may exceed the annual participant amount since some applications are not submitted early enough in the fiscal year to receive the full twelve months of the annual program.

Table 1, is a history of eligible participants, funds expended for Project Assist, and the penalty amount collected since the inception of Project Assist.

Table 1.

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25M/yr

Year 7 FY 23-24	839	$25	805	216,750	$241,500	$1.3M/yr
Year 8 FY 24-25	846*	$25	805	$241,450	$241,500	$1.4M/yr estimated
Proposed for Year 9 FY 25-26	*900*	*$25*	*900*	*N/A*	*$270,000*	*$1.3M/yr estimated*

*Actual utility rate assistance committed through February 28, 2025

** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25.00 per month credit, for Year 9, FY 25-26. Assuming that utilities late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2025-26. Utilities' late penalties incurred by utility customers for failure to timely pay their utility bills are not governed by Article XIII D of the California Constitution, because they are not considered an incident of property ownership for purposes of Proposition 218. Late penalties are imposed to regulate conduct, encouraging prompt payment of utility bills. These are not considered a property-based fee or charges to be used for the cost of providing utility services. Accordingly, the late penalties collected by the utility can be used for purposes unrelated to utility service. The City's utilities may use late penalties to fund the Project Assist Program.

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. The Project Assist Program mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2024, to May 31, 2025:

Table 2.

Household Size	Income Eligibility Upper Limit
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Each Additional Person	$10,760

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Since its inception, the availability of the program is capped by the total amount of funding approved by City Council each year. Applicants are screened annually on a first-come, first-served basis and must apply each year to ensure participants remain eligible for the Project Assist Program. Customers can file applications in English or Spanish online at https://www.oxnard.gov/finance/utility-billing/project-assist; or by email, in person, or by mail via the United States Postal Service throughout the program year. Year 9 of the Project Assist Program will commence on July 1, 2025, and continue through June 30, 2026.

The following information is provided as context related to other agencies' similar rate-assist programs and recent active and completed State/Federal funded programs for utility customers as one-time recovery programs related to the pandemic.

OTHER MUNICIPAL UTILITY RATEPAYERS ASSISTANCE PROGRAMS

City of Camarillo
The City of Camarillo offers those residents who are at least sixty-three (63) years of age eligible to qualify for a reduced rate on water service based on their income. Monthly discounts are for sewer and water and are funded by late penalties on utility services.

City of Davis
The City of Davis introduced a Water Assistance Program to help low income homeowners offset water costs. The first 250 eligible homeowners to apply for the program, will receive a $10 discount on their water bill every month. Homeowners who meet the income qualification requirements and who are enrolled in Pacific Gas & Electric's (PG&E) CARE Program are eligible. Funds for this program are funded through the City's customer donations along with additional funding coming from the City's General Fund.

City of Port Hueneme
The City of Port Hueneme offers a CityCare Program for qualified residents that offers up to seven-percent (7%) discount on a resident's utility bill. Eligibility for this discount program is based on Southern California Edison's (SCE) CARE Program; where if a resident qualifies for the SCE CARE Program, then they will qualify for the CityCare Program. The City of Port Hueneme funds its Care Program from an interest rate revenue fund.

City of Tracy
The City of Tracy offers a Low-Income Rate Assistance (LIRA) Program for water, sewer and garbage service. The LIRA Program waives the minimum monthly meter charge of $18.50, discounts the monthly sewer fee by $2.55, and discounts basic monthly garbage fee by $5.00.

City of Ventura
The City of Ventura directs $75,000 annually from penalties to fund a residential Water Customer Assistance Program. The Ventura program currently has a cap of 551 customers per year. After eligibility is determined, the discount is dependent on the size of the water meter. Discounts are 50% of the cost shown on the metered water bill as a service charge up to approximately $135.96 annually.

FEDERAL AND STATE ASSISTANCE PROGRAMS

Low Income Home Energy Assistance Program (LIHEAP)
LIHEAP is a federally funded program which California continues to receive funding. Funding for LIHEAP is limited and the program prioritizes households with the greatest need. LIHEAP utility assistance provides one-time payments to households struggling to pay their energy bills. LIHEAP is still assisting with utility bills and more information can be found by visiting the website at: www.csd.ca.gov/energybills.

California Low Income Household Water Assistance Program (LIHWAP)
In addition to LIHEAP, the California Low Income Household Water Assistance Program (LIHWAP) was available for low-income Oxnard residents to assist with their water and wastewater bills. Unfortunately, as of March 31, 2024, LIHWAP stopped taking applications due to lack of funding and more information can be found by visiting the website at: https://www.csd.ca.gov/lihwap.

Community Action Ventura County (CAVC) - Home Energy Assistance Program (HEAP)
The CAVC HEAP Program targets low-income households, especially those home to senior citizens, disabled individuals, and families with young children. Due to limited funding and in accordance with Federal law, CAVC has activated its priority point system prioritizing applications with higher energy burden, lowest household income and vulnerable household members (seniors citizens, disabled individuals, and families with children under 6 years of age). Further information can be found by visiting: https://ca-vc.org/heap-utility-assistance/. Residents can also contact CAVC at 805-436-4000 or leave a message at 805-436-4021.

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 fiscal impact of approving the Utility Rates Assistance Program for Year 9 in Fiscal Year 2025-26 is $270,000 from utilities late penalty revenues. There are sufficient funds from current and prior year penalties collected to fund Year 9 of the Project Assist Program.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Project Assist Resolution FY 2025-26
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A UTILITY RATEPAYERS ASSISTANCE PROGRAM FOR FISCAL YEAR 2025-26

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers with financial assistance to help pay their monthly utility bills; and

WHEREAS, ratepayers must meet certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using late fee payments; and

WHEREAS, the City Council adopted a ratepayers assistance program in 2017 and now desires to extend this assistance available to eligible ratepayers for Fiscal Year 2025-26.

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

1. The foregoing recitals are true and correct.

2. Adoption of Program. The Utility Ratepayers Assistance Program (Project Assist) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement Project Assist and to make non-substantive modifications that may be necessary for the operation.

3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. Project Assist is a policy and procedure making that does not have the potential for resulting in a direct, or a

reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a "project" under CEQA, no further environmental review is required.

5. Resolution No. 15,777, which adopted the Project Assist for Fiscal Year 2024-25, is hereby repealed as of July 1, 2025.

PASSED AND ADOPTED this 6th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Luis A Mc Arthur, Mayor

ATTEST:

_____
Luly A. Lopez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

Utility Ratepayers Assistance Program (Project Assist)

1. Utility Ratepayers Assistance Program (Project Assist) Description. The City shall provide Project Assist eligible participants in the form of financial assistance to be applied directly to the ratepayer's monthly bill.

The proposed financial assistance amount is subject only to the restrictions of adequate funding for Project Assist.

Funding. Approve a Rates Assistance Program for Utility Bills to assist Oxnard residents and authorize staff to grant financial relief equal to $25.00 of the monthly City of Oxnard utility bill charge for customers meeting the eligibility requirements described herein effective July 1, 2025; Authorize staff to direct $270,000 annually from penalty fees to fund the Utility Rate Assistance Program for Utility Bills Fiscal Year 2025-26 (July 1, 2025 – June 30, 2026) to assist residential customers.

2. Notices. Community outreach efforts will be used to notify the public about Project Assist and the positive impacts it will have on the community by helping to ensure that eligible ratepayers have access to this vital resource.

3. Application. Eligible ratepayers wishing to participate in Project Assist must complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate.

4. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria.

5. Each household or single ratepayer may be eligible for financial assistance equal to $25.00 of the monthly utility charge for customers who qualify for financial assistance.

Eligibility Requirements

Conditions for Participation: Eligibility in the CARE (California Alternate Rates for Energy) Program with Southern California Edison or SoCalGas

- The utility bill must be in the name of the ratepayer and the address of the ratepayer must be the primary address
- The customer cannot be claimed as a dependent on another person's income tax return other than a spouse
- A customer must recertify an application when requested

- A customer must notify the City of Oxnard within 30 days if they no longer qualify for assistance
- The most recent City of Oxnard utility bill
- Most recent SoCalGas Company bill or Southern California Edison bill showing CARE Program eligibility
- Project Assist application form
- Only one discount shall be applied per household
- The City will apply funding from penalty revenues on a first-come, first-served basis for eligible participants. The City cannot guarantee that there will be adequate funds for all eligible applicants.
- Annual Review. All applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.

Eligibility is determined by the applicant's acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs. Project Assist mirrors the CARE income guidelines shown in Table 2, effective from June 1, 2024, to May 31, 2025:

Household Size	**Income Eligibility Upper Limit**
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Each Additional Person	$10,760

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

Fiscal Year 2025-26 Utility Ratepayers Assistance Program (Project Assist) Update

Public Works and Transportation Committee
April 8, 2025

City Council
May 6, 2025

Eric Zetz, Environmental Resources Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and
2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

RECOMMENDATION

That the City Council:

1. Adopt a resolution for the Utility Ratepayers Assistance Program (Project Assist) for Fiscal Year 2025-26 to assist eligible Oxnard residents and authorize staff to grant financial relief equal to a monthly $25.00 maximum credit per utility bill charged to residential customers who meet the eligibility requirements discussed in this staff report up to the amount funded for Fiscal Year 2025-26; and
2. Authorize staff to fund Project Assist in Fiscal Year 2025-26 by utilizing $270,000 that has been paid to the City for current and prior year late penalties from City utility customers.

BACKGROUND

- Project Assist is a utility rate assistance program for eligible solid waste, water and wastewater residential utility customers funded by late penalties from utility customers

- For Year 8, Fiscal Year 2024-25, the Project Assist budget was $241,500 and the financial relief per customer was $25.00 per month, allowing up to 805 participants for a full 12 months

- Project Assist has accepted and enrolled 846 Oxnard residents from July 2024 through February 28, 2025

DISCUSSION

- FY 2024-25 is the first time Project Assist program had a waiting list (50 participants on the waiting list as of February 2025)

- Project Assist Year 9, Fiscal Year 2025-26, staff is requesting to allocate $270,000, up from $241,500 from last year

- A $270,000 budget allows for a $25.00 monthly credit for approximately 900 eligible residential utility customers to participate for 12 months in the program annually

History of Funding and Participation for Project Assist

Fiscal Year	Actual Participants	Max Monthly Credit	Participant Cap	**Actual Utility Rate Assistance	Allocated Budget	Utility Penalties
Year 1 FY 17-18	392	$10	832	$29,520	$100,000	$1.14M/yr
Year 2 FY 18-19	548	$10	832	$37,290	$100,000	$1.34M/yr
Year 3 FY 19-20	531	$15	805	$77,490	$145,000	$1.01M/yr
Year 4 FY 20-21	764	$15	805	$116,145	$145,000	$1.29M/yr
Year 5 FY 21-22	740	$15	805	$117,870	$145,000	$0.00 Covid- No late penalties collected
Year 6 FY 22-23	784	$15	805	$125,400	$145,000	$1.25 M/yr
Year 7 FY 23-24	839	$25	805	216,750	$241,500	$1.3 M/yr
Year 8 FY 24-25	846*	$25	805	$241,450	$241,500	$1.4 M/yr estimated
Proposed for Year 9 FY 25-26	*900*	*$25*	*900*	*N/A*	*$270,000*	*$1.3 M/yr estimated*

*Actual utility rate assistance through February 28, 2025

** Reflects actual expenditures from the General Ledger, based upon the participant's effective start date

DISCUSSION

- Given the unpredictable revenue of late penalties collected, staff does not recommend going beyond a $25.00 per month credit for Year 9, FY 25-26
- Assuming that late penalties are collected in roughly the same amount as past fiscal years, there will be sufficient penalty revenue to fund Project Assist in FY 2025-26
- Utilities late penalties incurred by utility customers for failure to timely pay their utility bills are not governed by Article XIII D of the California Constitution, because they are not considered an incident of property ownership for purposes of Proposition 218
- The City's utilities may use the late penalties to fund the Project Assist Program

ELIGIBILITY FOR PROJECT ASSIST

Eligibility is determined by the applicants' acceptance into the Southern California Edison (SCE) or the SoCalGas Company's California Alternate Rates for Energy (CARE) programs.

https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

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Energy for What's Ahead℠

SoCalGas™

The Project Assist Program mirrors the CARE income eligibility guidelines shown below effective from June 1, 2024, to May 31, 2025:

Household Size	CARE Income Eligibility Upper Limit
1-2	$40,880
3	$51,640
4	$62,400
5	$73,160
6	$83,920
7	$94,680
8	$105,440
Each Additional Person	$10,760

Source: https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/care-fera-program

DISCUSSION

- The availability of the program is capped by the total amount of funding approved by Council each year
- Customers can file applications in English or Spanish online at
  - www.oxnard.gov/finance/utility-billing/project-assist
  - Or by email, in person, or by mail via the United States Postal Service throughout the program year
- Applicants are screened on a first-come, first-served basis and must apply each program year to ensure participants remain eligible
- Year 9 of the Project Assist Program will commence on July 1, 2025, and continue through June 30, 2026

OTHER ASSISTANCE PROGRAMS

- Low Income Home Energy Assistance Program (LIHEAP) utility assistance provides one-time payments to households struggling with utility bills:
  - www.csd.ca.gov/energybills

Community Action Ventura County (CAVC) - Home Energy Assistance Program (HEAP)

- Targets low-income households, especially those home to senior citizens, disabled individuals, and families with young children
- Utilizes a priority point system prioritizing applications with higher energy burden, lowest household income and vulnerable household members (seniors citizens, disabled individuals, and families with children under 6 years of age)
- Residents can contact CAVC
  - https://ca-vc.org/heap-utility-assistance/
  - By phone 805-436-4000
  - Leave a message at 805-436-4021

FINANCIAL IMPACT

The fiscal impact of approving the Utility Rates Assistance Program (Project Assist) for Year 9 in Fiscal Year 2025-26 is $270,000 from late penalty revenues.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2

DATE: April 8, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32500458 with Carollo Engineers, Inc. for a Biosolids Master Plan. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of one year from May 6, 2025, to May 5, 2026, with the option for a one-year period extension ending May 5, 2027, for a total contract amount not to exceed $423,422 for the development of a Biosolids Master Plan for the Wastewater Division.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/0xCaHyd2hcI

BACKGROUND

The City of Oxnard Water Resource Recovery Facility (WRRF) is a secondary treatment facility with anaerobic digestion and an in-plant cogeneration system that utilizes the digester biogas to produce electricity and provide heat for the digesters.

The anaerobically digested biosolids are dewatered using belt filter presses. The dewatered biosolids are transported to a composting facility by a third party. The cogeneration facility, built in 1975, generates electrical power with three engine-driven generators. The engines are original and require major rebuilding approximately every 7-10 years. The units are becoming increasingly unreliable. Cogen engine #3 experienced a failure beyond repair and was permanently taken offline in the summer of 2024.

The Project scope is to develop a detailed and comprehensive Biosolids Master Plan (BMP) that will be used as a roadmap for future improvements. It is intended that the BMP will incorporate new technologies, consider future regulations, and improve current biosolids and biogas production practices. The BMP will explore options for treating, using, and disposing of biosolids, as well as for producing and utilizing biogas. The goal is to identify sustainable, cost-effective, and environmentally friendly strategies and technologies that meet current and future regulatory standards.

DISCUSSION

On December 3, 2024, the Purchasing Department released a Request for Proposal (RFP) PW 25-50 for Biosolids Master Plan. The RFP was directly sent to nine potential firms and published on www.PublicPurchase.com as well as the City's Purchasing website. The solicitation closed on January 6, 2025, where one proposal was received from the following consultant:

- Carollo Engineers, Inc. (Carollo)

An evaluation team consisting of Wastewater staff (Division Manager, Operations Manager, Chief Plant Operator, and Project Engineer) reviewed the proposal and determined Carollo to be qualified based on comprehensive scoring criteria, including company profile, assigned staff, experience, approach and overall responsiveness. Additionally, the awarded consultant 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.

Selecting Carollo to develop the Biosolids Master Plan for the WRRF is an excellent choice due to their extensive experience in developing BMPs not only in California but across the country. Their broad expertise in wastewater treatment and biosolids management ensures they bring a wealth of knowledge and innovative solutions to the table. In addition to their nationwide experience, Carollo has a strong history with the Wastewater Division, having successfully completed several key projects, including the Fats, Oils, and Grease Study, the Public Works Integrated Master Plan, a study for utilizing temporary boilers, and the Anaerobic Digester Study. The Anaerobic Digester Study was recognized with a Dr. Jenkins Research Achievement Award by the California Water Environment Association. This proven track record of collaboration and expertise makes Carollo a good fit for developing a comprehensive and effective Biosolids Master Plan. The work involved in this project is highly specialized and requires technical expertise beyond the capabilities of City staff. Hiring a consultant with the appropriate knowledge and experience will ensure successful project completion.

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 with Carollo for developing a Biosolids Master Plan shall not exceed $423,422 over the two-year term if extended. Funding for this Agreement has been programmed and is available in the Fiscal Year 2024-25 Adopted Budget from the Wastewater Operating Fund (611). Funding for subsequent fiscal years will be requested through the annual budget process.

Estimated Spending Plan 6113610-53200		
FY 24-25	**FY 25-26**	**TOTAL**
$80,000	$343,422	$423,422

Prepared by: Timothy Beaman, Assistant Public Works Director, Jan Hauser, Wastewater Division Manager, Luis Ortega, Management Analyst

ATTACHMENTS

1. Agreement 32500458
2. Presentation

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CAROLLO ENGINEERS, INC.

By This Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Carollo Engineers, 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.**
   This agreement is for the development of a detailed and comprehensive Biosolids Master Plan that will be used as a roadmap for future improvements for the Oxnard Water Resource Recovery Facility. The plan shall evaluate current biosolids and digester gas management practices, identify and assess alternatives for the treatment, utilization and disposal of biosolids and digester gas, develop recommendations for short-term and long-term strategies, provide financial analysis for each alternative including capital, operational and life cycle costs, and ensure compliance with all relevant local, state and federal regulations.

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.

   Carollo Engineers, Inc. a corporation of the State of Delaware, located at 2795 Mitchell Drive, Walnut Creek, California 94598

4. **TERM OF AGREEMENT:** From: May 6, 2025 To: May 5, 2026

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (1) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
   C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the

Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

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:** $423,422.00

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: [RESERVED]
Exhibit E: Living Wage Policy
Exhibit F: Prevailing Wage Policy

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	Consultant Designated Representative
Name: Jan Hauser Title: Wastewater Division Manager Phone: (805) 271-2205 Email : jan.hauser@oxnard.org Address: 6001 Perkins Road Oxnard, CA 93030	Name: Rashi Gupta Title: Senior Vice President Phone: (714) 788-1925 Email: rgupta@carollo.com Address: 707 Wilshire Blvd, Suite 3290 Los Angeles, CA 90017

8. **CONTRACTUAL PREREQUSITIES.** 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 T 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 A 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 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. [RESERVED]

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

_____ _____
☐Luis Mc Arthur, Mayor[1] Date
☐Jennifer Yates, Purchasing Manager[2]

CAROLLO ENGINEERS, INC.

_____ _____
Rashi Gupta, Senior Vice President Date

_____ _____
Michael Barnes, Secretary [3] Date

ATTEST:

_____ _____
Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.
[2] The Purchasing Agent may execute any authorized agreement up to $220,000.
[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 CAROLLO ENGINEERS, INC.)

SCOPE OF SERVICES

PROJECT MANAGER: Jan Hauser, Wastewater Division Manager, jan.hauser@oxnard.org, (805) 271-2205

Scope of Services

TASK 1 Project Management

Consultant shall provide all of the professional and technical support services required to manage, coordinate, and track the project efforts; provide progress updates to the City; and ensure proactive participation by the City in the Project. The project management's responsibilities include, but are not limited to:

1. Coordination. Consultant shall coordinate all of the services of sub-consultants including site visits, site inspections, and shall ensure coordination with the City operations and engineering staff and other interested parties as outlined by the City.
2. Schedule. Consultant shall develop a project schedule at the beginning of the project. The project schedule shall be submitted with the proposal and shall be updated within two (2) weeks of the kickoff meeting.
3. Invoicing. The Consultant shall submit invoices on a monthly basis with all supporting documentation in a format acceptable to the City. Invoices requiring amendment shall be dated according to when the revised invoice is delivered to the City. Invoices shall be delivered electronically to the Project Manager and PWInvoices@Oxnard.org.
4. Reporting. Consultant shall prepare and distribute monthly reports with the monthly invoice. Monthly reports should briefly describe the work completed during the invoice period; projected work to be completed in the next month; data needs; issues or outstanding items affecting the project; and budget summary.
5. Communication. Consultant shall develop a communications protocol to be followed by all team members to be submitted within one (1) week of starting the project. Communication protocol will include standard project communication as well as emergency communication protocols.
6. Meetings.
    a. Project Kick-off Meeting. At the commencement of the Project, the Consultant shall facilitate a "kick-off" meeting with the City's wastewater staff to verify the Project scope and approach. The kickoff meeting will be in person and include a site visit. The Consultant shall prepare and distribute a draft agenda in advance of the meeting for review and comment by the City. The Consultant

shall prepare and distribute meeting minutes within five (5) business days of the meeting.

b. Progress Meetings. Consultant shall attend monthly virtual meetings for the duration of the project which is estimated to take approximately twelve months. The Consultant is responsible for developing meeting information and agenda prior to the meeting and meeting minutes following the meeting with a complete action tracking log.
c. Workshops. Consultant shall plan up to four (4) workshops during the Project. The workshops will be held virtually. The Consultant shall develop workshop slides and agenda prior to the workshops and meeting minutes following the workshops.
    - Workshop 1 – Regulatory Review, Current Operations, Biogas and Biosolids Projections
    - Workshop 2 – Biosolids and Biogas Alternatives Screening
    - Workshop 3 – Biosolids and Biogas Alternatives Evaluation Findings
    - Workshop 4 – Integrated Resource Recovery Plan

7. Quality Assurance and Quality Control (QA/QC). The Consultant shall develop a QA/QC plan, to be followed for all submittals, within two (2) weeks of starting the project. The plan shall include the staff who are responsible for reviewing design and documentation as well as the means for integrating review comments from the City.

Deliverables

- Project Schedule
- Monthly detailed invoice with Monthly Summary Report
- Meeting Agendas and Minutes
- Workshop Slides, Agendas, and Minutes

TASK 2 Regulatory and Environmental Review

The Consultant shall review current and anticipated regulations related to biosolids and biogas management at the local, state, and federal levels. Identify any upcoming changes that may impact WRRF's operations, including but not limited to:

- Air Pollution Control District
- Standards for the Use or Disposal of Sewage Sludge (40 CFR 503)
- SB 1383
- Greenhouse gas

Deliverables

Regulatory and Environmental Review Report

TASK 3 Data Review, Current Operations and Future Projections

The Consultant shall collect and review all relevant data on existing biosolids and digester gas management operations, including flow process diagrams, operational data, and regulatory requirements.

- Conduct a detailed assessment of the current biosolids and digester gas management process. Assess biogas production rates, biogas utilization (e.g., combined heat and power, flaring), and system performance. Assess current biosolids handling processes, including dewatering, stabilization, storage, and final disposal or reuse.
- Identify any operational, regulatory, or environmental challenges associated with the current practices.
- Determine future biosolids and biogas production over the planning period of 20 years. The Consultant will leverage prior work completed for the City to develop the solids and biogas projections, unless there are changes in process or City intention that negates the past results or approach.

Deliverables

- Information request
- Future biosolids and biogas production
- Summary of current operations and projections

TASK 4 Biosolids Management Alternatives Evaluation

- Alternative Treatment Technologies: Evaluate various solids treatment technologies, such as advanced digestion, thermal hydrolysis, composting, and other innovative processes. Assess the potential for nutrient recovery, pathogen reduction, and product quality
- End-Use and Disposal Options: Explore alternative end-use options for biosolids, including land application, landfilling, and beneficial reuse.
- Biosolids Management Alternatives Screening: Screen the solids treatment technologies to up to four (4) alternatives for evaluation.
- Biosolids Management Alternatives Evaluation: Conduct a cost and non-financial evaluation of the biosolids management alternatives. For each alternative, develop:
    - Treatment technology description, preliminary system sizing, site layout, and process flow schematic.
    - Biosolids product description and potential end-use options.
    - Class 5 capital cost estimates, 20-year O&M cost estimates, and life-cycle costs. The costs shall include both the solids treatment and biosolids products end-use.
    - Consideration of non-financial criteria, such as social and environmental impacts and benefits, and adaptability to future regulatory and market drivers. Include a quantitative greenhouse gas evaluation of the biosolids management alternatives.

Deliverables

- Biosolids Management Alternatives Evaluation Report

TASK 5 Biogas Management Alternatives Evaluation

- Biogas Utilization Options: Assess alternatives for biogas utilization, including combined heat and power systems, direct biogas use (e.g., in boilers), and biogas upgrading technologies.
- Energy Recovery and Efficiency: Evaluate opportunities to enhance energy recovery from biogas, improve system efficiencies, and reduce flaring.
    - Biogas Management Alternatives Screening: Screen the biogas management alternatives to up to four (4) alternatives for evaluation.
    - Biogas Management Alternatives Evaluation: Conduct a cost and non-financial evaluation of the biogas management alternatives. For each alternative, develop:
        - Biogas utilization technology description, preliminary system sizing, site layout, and process flow schematic.
        - Class 5 capital cost estimates, 20-year O&M cost estimates, and life-cycle costs. The costs shall include the costs for utilizing the biogas and the revenues or savings from reduced electricity imports, sale of renewable natural gas, and financial incentives such as IRA funding and RIN and LCFS credits, as applicable.
        - Consideration of non-financial criteria, such as social and environmental impacts and benefits, and adaptability to future regulatory and market drivers. Include a quantitative greenhouse gas evaluation of the biogas management alternatives.

Deliverables

- Biogas Management Alternatives Evaluation Report

TASK 6 INTEGRATED RESOURCE RECOVERY PLAN

- Scenario Development: Develop and model various scenarios that integrate biosolids treatment and biogas utilization alternatives. Evaluate the synergy between biosolids and biogas management strategies.
- Optimization Analysis: Optimize resource recovery options by analyzing the interdependencies between biosolids management, biogas production, and energy recovery. Consider factors such as scalability, operational flexibility and long-term sustainability.
- Power BI dashboard: Develop a Power BI dashboard to support the scenario development and optimization analyses described above. The dashboard will allow the City to better visualize necessary capital allocations over time, conduct sensitivity analysis, and assess the impacts of changes in schedule.
- Implementation Plan: Develop an implementation roadmap and timeline to phase in the recommended biosolids and biogas management strategies.

Deliverables

- Integrated Resource Recovery Scenarios Report
- Power BI Dashboard

TASK 7 FINAL REPORT AND RECOMMENDATIONS

- Draft Report: Prepare a draft Biosolids Master Plan report that includes the evaluation of alternatives, recommended strategies, implementation plans, and a roadmap for future improvements.
- Review and Revisions: Present the draft report for review.
- Final Report: Submit the final Biosolids Master Plan, including recommendations for biosolids and biogas management, cost estimates, and an implementation timeline.

Deliverables

Draft and Final Biosolids Master Plan Report

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)

SCHEDULE OF COMPENSATION

TASK	WORK ELEMENT	Senior Project Manager/Project Director/Tech Advisor	Project Manager	Supervising Professional	Professional	Staff Professional	Designer	Document Processing	Total Hours	Total Labor	Subconsultant	Other Direct Costs	Total
1	**Project Management & Meetings**												
	Communication and QA/QC Plan	1	4	8					13	$ 4,140	$ -	$ -	$ 4,140
	Monthly Invoices and Progress Reports	6	12						18	$ 6,120	$ -	$ -	$ 6,120
	Monthly Progress Meetings	9	24	30					63	$ 20,370	$ -	$ -	$ 20,370
	Kick-off Meeting and Site Visit (On-site)	13	13	26		8		2	62	$ 18,730	$ -	$ 2,684	$ 21,414
	Workshops (4, remote)	14	16	40	0	32		8	110	$ 30,240	$ -	$ -	$ 30,240
	Total - Task 1	43	69	104	0	40	0	10	266	$ 79,600	$ -	$ 2,684	$ 82,284
2	**Regulatory and Environmental Review**												
	Review biosolids regulations		4	4		16			24	$ 5,860	$ -	$ -	$ 5,860
	Review air quality regulations		4	4		16			24	$ 5,860	$ -	$ -	$ 5,860
	Review greenhouse gas regulations		2			8			10	$ 2,320	$ -	$ -	$ 2,320
	Draft TM	4	8			16		8	36	$ 8,640	$ -	$ -	$ 8,640
	Final TM	1	2			2	1	2	8	$ 1,915	$ -	$ -	$ 1,915
	Total - Task 2	5	20	8	0	58	1	10	102	$ 24,595	$ -	$ -	$ 24,595
3	**Data Review, Current Operations, and Future Projections**												
	Assess current biosolids management and identify challenges	1	2	4	6				13	$ 3,660	$ -	$ -	$ 3,660
	Assess current biogas management and identify challenges	1	2	4	6				13	$ 3,660	$ -	$ -	$ 3,660
	Determine biosolids and biogas projections	1	2	8	16	8			35	$ 8,620	$ -	$ -	$ 8,620
	Draft summary of current operations and projections	4	2	6	8	4	2	4	30	$ 7,420	$ -	$ -	$ 7,420
	Final summary of current operations and projections	1	1	1	2	2	1	2	10	$ 2,320	$ -	$ -	$ 2,320
	Total - Task 3	8	9	23	38	14	3	6	101	$ 25,480	$ -	$ -	$ 25,480
4	**Biosolids Management Alternatives Evaluation**												
	Assess treatment technology and end-use options	2	2	4	8	8			24	$ 5,980	$ -	$ -	$ 5,980
	Screen biosolids management alternatives	2	2	8	16	16			44	$ 10,600	$ -	$ -	$ 10,600
	Develop alternative concepts (sizing, site layout, process schematic)	4	4	16	12	12	16		64	$ 15,340	$ -	$ -	$ 15,340
	Estimate capital costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate O&M costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate life-cycle costs	1	1	4	8	12			26	$ 6,120	$ -	$ -	$ 6,120
	Non-financial evaluation (social, environmental, etc.)	2	2	6	8	16			34	$ 8,230	$ -	$ -	$ 8,230
	Draft TM	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final TM	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 4	24	20	64	96	125	19	10	368	$ 85,960	$ -	$ -	$ 85,960
5	**Biogas Management Alternatives Evaluation**												
	Assess biogas utilization options	2	2	4	8	8			24	$ 5,980	$ -	$ -	$ 5,980
	Screen biogas utilization alternatives	2	2	4	8	8			24	$ 5,980	$ -	$ -	$ 5,980
	Develop alternative concepts (sizing, site layout, process schematic)	4	4	16	12	12	16		64	$ 15,340	$ -	$ -	$ 15,340
	Estimate capital costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate O&M costs	2	2	8	16	24			52	$ 12,240	$ -	$ -	$ 12,240
	Estimate life-cycle costs	1	1	4	8	12			26	$ 6,120	$ -	$ -	$ 6,120
	Non-financial evaluation (social, environmental, etc.)	2	2	6	8	16			34	$ 8,230	$ -	$ -	$ 8,230
	Draft TM	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final TM	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 5	24	20	60	88	117	19	10	338	$ 81,340	$ -	$ -	$ 81,340
6	**Integrated Resource Recovery Plan**												
	Develop integrated biosolids and biogas management scenarios	2	2	8	16	16			44	$ 10,600	$ -	$ -	$ 10,600
	Optimization analysis	2	2	8	16	16			44	$ 10,600	$ -	$ -	$ 10,600
	Develop implementation roadmap and timeline	2	2	4	8	16	8		40	$ 8,640	$ -	$ -	$ 8,640
	Power BI dashboard	4	4	16	20	20			64	$ 15,100	$ -	$ -	$ 15,100
	Draft TM	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final TM	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 6	19	15	46	72	81	11	10	254	$ 61,450	$ -	$ -	$ 61,450
7	**Final Report and Recommendations**												
	Develop executive summary	1	2	6	12	12	4		37	$ 8,610	$ -	$ -	$ 8,610
	Draft Report	8	4	8	10	10	2	8	50	$ 12,380	$ -	$ -	$ 12,380
	Final Report	1	1	2	2	3	1	2	12	$ 2,830	$ -	$ -	$ 2,830
	Total - Task 7	10	7	16	24	25	7	10	99	$ 23,820	$ -	$ -	$ 23,820
8	**As-Needed Services. Prior approval from Project Manager required**												$ 38,493
	STAFF TOTAL	133	160	321	318	460	60	66	1,518				
	RATE	$340	$340	$305	$220	$205	$165	$160					
	COST TOTAL	$ 45,220	$ 54,400	$ 97,905	$ 69,960	$ 94,300	$ 9,900	$ 10,560		$ 382,245	$ -	$ 2,684	$ 423,422

CAROLLO ENGINEERS, INC.
SCHEDULE OF COMPENSATION

As of January 1, 2025

For the City of Oxnard Biosolids Master Plan

Billing Classification	Hourly Rate
Engineers/Scientists	
Senior Project Manager	$ 340.00
Project Manager	$ 340.00
Senior Design Manager	$ 340.00
Senior Program Manager	$ 340.00
Program Manager	$ 250.00
Principal Professional	$ 335.00
Service Delivery Lead	$ 350.00
Supervising Professional	$ 305.00
Design Manager II	$ 300.00
Design Manager I	$ 270.00
Senior Professional	$ 255.00
Lead Professional	$ 240.00
Professional	$ 220.00
Staff Professional	$ 205.00
Engineering Intern	$ 115.00
Senior Analyst	$ 260.00
Lead Analyst	$ 240.00
Digital Analyst	$ 220.00
Staff Analyst	$ 195.00
Technicians	
Senior Designer	$ 260.00
Supervising Designer	$ 250.00
Lead Designer	$ 230.00
CAD/BIM Technician II	$ 225.00
CAD/BIM Technician I	$ 155.00
BIM Designer 3	$ 230.00
BIM Designer 2	$ 220.00
BIM Designer 1	$ 205.00
Designer	$ 165.00
Staff Designer	$ 165.00
Senior Drafter	$ 160.00
CAD Drafter	$ 150.00
Support Staff	
Lead Document Processor	$ 210.00
Document Processing II	$ 175.00
Document Processing I	$ 160.00
Other Direct Expenses	
Travel and Subsistence	Cost + 10%
Mileage	at current IRS Reimbursement Rate
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, 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.

INS-A

[SEE NEXT PAGES]

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.

3/25

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 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 % 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:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

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

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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.

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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 _____

Rev. 3/25

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, INC.)

[RESERVED]

EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, 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, 2024

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 E. 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, 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, 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 F

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CAROLLO ENGINEERS, 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.

Agreement 32500458 with Carollo Engineers Inc. for a Biosolids Master Plan

Public Works and Transportation Committee
April 8, 2025

Tim Beaman, P.E.
Assistant Director of Public Works

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Carollo Engineers, Inc. for an initial term of one year from May 6, 2025, to May 5, 2026, with the option for a one-year period extension ending May 5, 2027, for a total contract amount not to exceed $423,422 for the development of a Biosolids Master Plan for the Wastewater Division.

BACKGROUND

- Biosolids and methane gas are byproducts of the wastewater treatment process
- There are a number of options to beneficially use each product
- The biosolids are currently transported to a composting facility and ultimately applied to agricultural land
- The methane gas is used within the facility to produce electricity and heat

BACKGROUND

- The Biosolids Master Plan will serve as a roadmap for future improvements, incorporating new technologies, future regulations, and enhancements to biosolids and biogas management

- The Biosolids Master Plan will explore sustainable, cost-effective, and environmentally friendly strategies for biosolids treatment, disposal, and biogas utilization while ensuring compliance with current and future regulations

BACKGROUND



Anaerobic digesters

BACKGROUND



Cogeneration enginators

DISCUSSION

- Request for Proposal (RFP) PW 25-50 for Biosolids Master Plan
  - Released December 3, 2024
  - Due date January 6, 2025

- The RFP was directly sent to nine firms and published on www.publicpurchase.com and the City's website

- RFP PW 25-50 received one proposal from the following consultant:
  - Carollo Engineers Inc.

DISCUSSION

- The submittals were reviewed by the following Wastewater staff:
  - Division Manager
  - Operations Manager
  - Chief Plant Operator
  - Project Engineer

- Staff determined Carollo to be a qualified based on the following scoring criteria:
  - Company profile
  - Assigned staff
  - Experience & Approach
  - Overall responsiveness

- The work involved in this project is highly specialized and requires technical expertise beyond the capabilities of City staff

FINANCIAL IMPACT

- The total cost for this Agreement with Carollo for developing a Biosolids Master Plan shall not exceed $423,422 over the two-year term if extended

- Anticipated expenditure for this Agreement has been budgeted in the Fiscal Year 2024-25 Adopted Budget from the Wastewater Operating Fund (611)

- Funding for subsequent fiscal years will be requested through the annual budget process

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3

DATE: April 8, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Multiple Agreements for On-Call Professional Environmental Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional environmental services:

1. Agreement 32500440 Rincon Consultants, Inc. for a total amount not to exceed $500,000;
2. Agreement 32500441 Dudek for a total amount not to exceed $500,000; and
3. Agreement 32500442 UltraSystems Environmental Incorporated for a total amount not to exceed $500,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/aGC7-tycT7U

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other, non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. Typical services needed by the City for environmental work include: archeological and paleontological surveys, biological surveys and assessments, environmental monitoring, hazardous material mitigation, permit coordination, and specialized technical Studies. Importantly, the scope of work covers tasks that allow the City to comply with key regulatory agencies such as the California Water Board, California Coastal Commission and many others, in complying with their respective permitting processes.

DISCUSSION

On November 12, 2024, the Purchasing Department issued a Request for Proposal (RFP) 25-53 for On-Call Professional Environmental Services. The RFP was directly sent to six potential vendors and published on

www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due December 5, 2024, and a total of 11 proposals were received from the following vendors:

EPD Solutions, Inc.	Dudek	WSP USA Environment & Infrastructure Inc.
Pax Environmental, Inc.	Envicon Corporation	Ascent Environmental, Inc.
Vollmar Natural Lands Consulting	FirstCarbon Solutions	Rincon Consultants, Inc.
UltraSystems Environmental Incorporated	GPA Consulting	

A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, two Senior Construction Project Managers, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel selected three firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked proposers based on the scoring criteria listed in the RFP and are consistent with the City's Purchasing Policy.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the four recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Professional services under these agreements will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and 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 each agreement shall not exceed $500,000 over five years, if all extensions are executed. This amount is consistent with the Engineering Division's historical use of Environmental on-call contracts; these have totalled approximately $400k in tasks per vendor over the term of the latest on-call agreements. Funding for individual tasks will be sourced from projects identified in the City Council approved CIP or on rare occasions for City Divisions with non-CIP project requirements (e.g. Facilities division making minor office improvements). The respective Project Manager will ensure sufficient funding is available in the approved

budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500440 - Rincon Consultants, Inc.
2. Agreement 32500441 - Dudek
3. Agreement 32500442 - UltraSystems Environmental Incorporated
4. Prior Agreements Rate Sheets - Environmental Services
5. Presentation

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND RINCON CONSULTANTS, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Rincon Consultants, 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.

On-call Professional Environmental Services that include, but not limited to, public buildings, housing, public work infrastructure and such other facilities as may be required for the City of Oxnard

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

Rincon Consultants, Inc., a corporation of the State of California, located at 180 N. Ashwood Avenue, Ventura, CA 93003.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

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: $500,000.00 [1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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	Consultant Designated Representative
Name: KJ May Title: Construction Project Manager Sr. Phone: (805) 939-3871 Email: kuo.may@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030	Name: Jennifer Haddow Title: Executive Vice President and Principal Phone: (805) 644-4455 Email: jhaddow@rinconconsultants.com Address: 180 N. Ashwood Avenue, Ventura, CA 93003

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

    A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000,

if the Task Order is associated with an identified and approved Capitol Improvement Project.

B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. **[RESERVED]**

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date

☐Jennifer Yates, Purchasing Manager[3]

RINCON CONSULTANTS, INC.

Jennifer Haddow, PhD, Date
Executive Vice President

Lacrissa Davis, MESM,[4] Date
CFO and Executive Vice President

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 Rincon Consultants, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: KJ May
Title: Construction Project Manager Sr.
Phone: (805) 939-3871
Email: kuo.may@oxnard.org

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

Consultant shall provide support for capital improvement project planning and compliance. Each such individual environmental technical study application assigned hereunder for a specific project must comply with all applicable state and federal environmental laws and regulations including, but not limited to, the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the California Code of Regulations (including but not limited to the CEQA Guidelines set forth therein), the United States Code of Federal Regulations (CFR), the Federal and State and Endangered Species Acts (ESA), National Historic Preservation Act (NHPA), the Clean Water Act (CWA) and any applicable presidential and gubernatorial Executive Orders. Each such environmental technical study must also comply with the latest environmental provisions of the federal and state requirements, to the full extent any provisions thereof relate or have applicability to such Projects.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance

- Prepare environmental documents.

- Provide community and agency outreach support.
- Prepare answers for comments from public and agency reviews.
- Complete statement of overriding consideration or mitigation monitoring program.
- Attend public meetings and present environmental findings to the Planning Commission and City Council.
- Provide mitigation monitoring program and reporting support during construction and closeout.

Subcategory 1.2 – Archeological and Paleontological Surveys, Monitoring, Coordination, and Technical Studies

- Provide technical assistance for all local, state and federal regulations related to archeological and paleontological compliance.
- Provide tribal liaison and consultation support for both state and federal compliance.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of project.

Subcategory 1.3 – Biological Survey, Monitoring, Coordination, and Technical Studies

- Prepare all necessary reports and studies for the regulatory agencies.
- Provide timely outreach and follow up support.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.4 – Ventura County Air Pollution Control District (VCAPCD) Permitting

- Prepare VCAPCD applications.
- Provide timely agency outreach and follow up support.
- Acquire necessary VCAPCD permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.5 – Coastal and Other Regulatory Agencies Permitting

- Prepare permit applications for all applicable regulatory agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Coastal Commission, and California State Lands Commission, and/or Southern California – Dredged Material Management Team).
- Provide agency outreach and follow up support.
- Acquire necessary agency permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.6 – Other Environmental Services

- Provide contaminated soils study and remediation program.

- Provide hazardous waste, asbestos and lead testing, reporting, and mitigation planning.
- Complete required investigation, inspection, studies and reporting for MS4 permit requirements.
- Prepare Stormwater Pollution Prevention Plans as required.
- Obtain coverage under the General Construction Storm Water Permit.
- Provide other required technical, consulting, engineering, maintenance, and remediation as required by the project.
- Provide all necessary HAZMAT response to regulatory agencies.
- Prepare remediation plans including compliance and permit processing through various agencies.
- Provide environmental design services during construction, including site visits, review of shop drawings, and preparing responses to contractor's RFIs.
- Prepare record ("as built") drawings.

City of Oxnard
Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard

[designated rep] Date

Insert Department
Assistant Director/Director Date

[Consultant]

[Name & Title] Date

[Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Rincon Consultants, Inc.)

SCHEDULE OF COMPENSATION

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	$319
Principal	$307
Director	$307
Senior Supervisor II	$292
Supervisor I	$272
Senior Professional II	$255
Senior Professional I	$238
Professional IV	$211
Professional III	$196
Professional II	$174
Professional I	$155
Associate III	$130
Associate II	$117
Associate I	$109
Field Technician	$94
Data Solutions Architect	$196
Senior GIS Specialist	$187
GIS/CADD Specialist II	$167
GIS/CADD Specialist I	$150
Technical Editor	$147
Project Accountant	$125
Billing Specialist	$107
Publishing Specialist	$120
Clerical	$107

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	$0.25 (single-sided), $0.45 (double-sided)
Photocopies – Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies – 11" by 17"	$0.55 (B/W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$300
Spotting or Fiberoptic Scope	$170
Pettersson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Submeter Accuracy)	$67
Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.55/$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98
Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$100
Insurance, Hazard, and Fees	
Historic Research Fees	$55
L&H Dive Insurance	$57/diver
Level C Health and Safety	$70/person

Insight
ENVIRONMENTAL, INC.
TESTING & CONSULTING

Service Type	Base Price	Sample Costs
Pre Demo Asbestos - Up to 18 Samples	$550	PLM - $45
Pre Demo Lead - Up to 20 Shots	$350	XRF Per Shot- $15
400 Point Count		Per Layer - $85 - 3 Hour TAT
1,000 Point Count		Per Layer - $160 - 6 Hour TAT
Mold Assessment- *A minimum of two air samples- 1 outdoor air sample required. Keep all doors and windows closed for 24 hrs prior to testing.*	$295	Air Sample - $150
Asbestos Clearance- *1 Containment*	$650	PCM - $45 $100/Each Additional Containments
TEM		PCM - $160
Mold Clearance- *1 Containment*	$650	Air Sample - $150 $100/Each Additional Containments
Lead Clearance	$650	Wipe - $45
Bacteria Clearance	$650	ATP - $45

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Rincon Consultants, 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

Rev. 1/23 INS-A.doc

Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

Rev. 1/23 INS-A.doc

Exhibit INS-A

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 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 _____

Rev. 1/23 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Rincon Consultants, 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, 2024

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, 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, 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 Rincon Consultants, 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.

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DUDEK

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Dudek ("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.

On-call Professional Environmental Services that include, but not limited to, public buildings, housing, public work infrastructure and such other facilities as may be required for the City of Oxnard

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

Dudek, a corporation of the State of California, located at 605 Third Street, Encinitas, CA 92024.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

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:** $500,000.00 [1]

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 and Task Order Template
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D:	Living Wage Policy
Exhibit E:	Prevailing Wage Policy

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	Consultant Designated Representative
Name: KJ May Title: Construction Project Manager Sr. Phone: (805) 939-3871 Email: kuo.may@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030	Name: Jonathan V. Leech Title: Contract Manager Phone: (805) 308-8527 Email: jleech@dudek.com Address: 3760 State Street, Suite 101, Santa Barbara, CA 93105

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney,

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

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 the City.
B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.

B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. [RESERVED]

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

DUDEK

Joseph Monaco, CEO Date

Amy Paul,[4] Date
Secretary of the Board

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 Dudek)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: KJ May
Title: Construction Project Manager Sr.
Phone: (805) 939-3871
Email: kuo.may@oxnard.org

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

Consultant shall provide support for capital improvement project planning and compliance. Each such individual environmental technical study application assigned hereunder for a specific project must comply with all applicable state and federal environmental laws and regulations including, but not limited to, the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the California Code of Regulations (including but not limited to the CEQA Guidelines set forth therein), the United States Code of Federal Regulations (CFR), the Federal and State and Endangered Species Acts (ESA), National Historic Preservation Act (NHPA), the Clean Water Act (CWA) and any applicable presidential and gubernatorial Executive Orders. Each such environmental technical study must also comply with the latest environmental provisions of the federal and state requirements, to the full extent any provisions thereof relate or have applicability to such Projects.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance

- Prepare environmental documents.
- Provide community and agency outreach support.

- Prepare answers for comments from public and agency reviews.
- Complete statement of overriding consideration or mitigation monitoring program.
- Attend public meetings and present environmental findings to the Planning Commission and City Council.
- Provide mitigation monitoring program and reporting support during construction and closeout.

Subcategory 1.2 – Archeological and Paleontological Surveys, Monitoring, Coordination, and Technical Studies

- Provide technical assistance for all local, state and federal regulations related to archeological and paleontological compliance.
- Provide tribal liaison and consultation support for both state and federal compliance.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of project.

Subcategory 1.3 – Biological Survey, Monitoring, Coordination, and Technical Studies

- Prepare all necessary reports and studies for the regulatory agencies.
- Provide timely outreach and follow up support.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.4 – Ventura County Air Pollution Control District (VCAPCD) Permitting

- Prepare VCAPCD applications.
- Provide timely agency outreach and follow up support.
- Acquire necessary VCAPCD permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.5 – Coastal and Other Regulatory Agencies Permitting

- Prepare permit applications for all applicable regulatory agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Coastal Commission, and California State Lands Commission, and/or Southern California – Dredged Material Management Team).
- Provide agency outreach and follow up support.
- Acquire necessary agency permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.6 – Other Environmental Services

- Provide contaminated soils study and remediation program.
- Provide hazardous waste, asbestos and lead testing, reporting, and mitigation planning.

- Complete required investigation, inspection, studies and reporting for MS4 permit requirements.
- Prepare Stormwater Pollution Prevention Plans as required.
- Obtain coverage under the General Construction Storm Water Permit.
- Provide other required technical, consulting, engineering, maintenance, and remediation as required by the project.
- Provide all necessary HAZMAT response to regulatory agencies.
- Prepare remediation plans including compliance and permit processing through various agencies.
- Provide environmental design services during construction, including site visits, review of shop drawings, and preparing responses to contractor's RFIs.
- Prepare record ("as built") drawings.

City of Oxnard
Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Dudek)

SCHEDULE OF COMPENSATION

Engineering Services

Project Director	$355.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$315.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$290.00/hr
Senior Project Manager	$290.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$255.00/hr
Project Engineer IV/Technician IV	$245.00/hr
Project Engineer III/Technician III	$235.00/hr
Project Engineer II/Technician II	$220.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$235.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$215.00/hr
Designer	$210.00/hr
Assistant Designer	$205.00/hr
CADD Operator III	$200.00/hr
CADD Operator II	$190.00/hr
CADD Operator I	$175.00/hr
CADD Drafter	$160.00/hr
CADD Technician	$145.00/hr
Project Coordinator	$170.00/hr
Engineering Assistant	$145.00/hr

Environmental Services

Senior Project Director	$350.00/hr
Project Director	$300.00/hr
Senior Specialist V	$275.00/hr
Senior Specialist IV	$265.00/hr
Senior Specialist III	$250.00/hr
Senior Specialist II	$235.00/hr
Senior Specialist I	$220.00/hr
Specialist V	$210.00/hr
Specialist IV	$195.00/hr
Specialist III	$185.00/hr
Specialist II	$175.00/hr
Specialist I	$165.00/hr
Analyst V	$155.00/hr
Analyst IV	$145.00/hr
Analyst III	$135.00/hr
Analyst II	$125.00/hr
Analyst I	$105.00/hr
Technician IV	$100.00/hr
Technician III	$90.00/hr
Technician II	$80.00/hr
Technician I	$70.00/hr
Project Coordinator II	$170.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$165.00/hr
Survey Lead	$260.00/hr
Survey Manager	$220.00/hr
Survey Crew Chief	$185.00/hr
Survey Rod Person	$145.00/hr
Survey Mapping Technician	$135.00/hr

Construction Management Services

Principal Manager	$215.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$185.00/hr
Project Manager/Construction Management	$175.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$175.00/hr
On-site Owner's Representative	$160.00/hr
Prevailing Wage Inspector	$160.00/hr
Construction Inspector	$150.00/hr
Administrator/Labor Compliance	$125.00/hr

Hydrogeology/HazWaste Services

Project Director	$345.00/hr
Principal Hydrogeologist/Engineer III	$320.00/hr
Principal Hydrogeologist/Engineer II	$310.00/hr
Principal Hydrogeologist/Engineer I	$300.00/hr
Senior Hydrogeologist V/Engineer V	$275.00/hr
Senior Hydrogeologist IV/Engineer IV	$265.00/hr
Senior Hydrogeologist III/Engineer III	$255.00/hr
Senior Hydrogeologist II/Engineer II	$245.00/hr
Senior Hydrogeologist I/Engineer I	$235.00/hr
Project Hydrogeologist V/Engineer V	$225.00/hr
Project Hydrogeologist IV/Engineer IV	$215.00/hr
Project Hydrogeologist III/Engineer III	$205.00/hr
Project Hydrogeologist II/Engineer II	$195.00/hr
Project Hydrogeologist I/Engineer I	$185.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$135.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$215.00/hr
Operations Manager	$165.00/hr
District Secretary/Accountant	$150.00/hr
Collections System Manager	$150.00/hr
Grade V Operator	$140.00/hr
Grade IV Operator	$125.00/hr
Grade III Operator	$115.00/hr
Grade II Operator	$95.00/hr
Grade I Operator	$90.00/hr
Operator in Training	$80.00/hr
Collection Maintenance Worker	$85.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$165.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$185.00/hr
Creative Services III	$160.00/hr
Creative Services II	$145.00/hr
Creative Services I	$130.00/hr
Technical Editor IV	$185.00/hr
Technical Editor III	$160.00/hr
Technical Editor II	$145.00/hr
Technical Editor I	$130.00/hr
Publications Specialist IV	$135.00/hr
Publications Specialist III	$125.00/hr
Publications Specialist II	$115.00/hr
Publications Specialist I	$105.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.
Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at cost.
Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

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Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

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Exhibit INS-A

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 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 _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

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, 2024

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, 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, 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 Dudek)

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.

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ULTRASYSTEMS ENVIRONMENTAL INCORPORATED

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of UltraSystems Environmental Incorporated ("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.

On-call Professional Environmental Services that include, but not limited to, public buildings, housing, public work infrastructure and such other facilities as may be required for the City of Oxnard

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

UltraSystems Environmental Incorporated, a corporation of the State of California, located at 16431 Scientific Way, Irvine, CA 92618.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

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:** $500,000.00 [1]

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 and Task Order Template
Exhibit B:	Schedule of Compensation
Exhibit C:	Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D:	Living Wage Policy
Exhibit E:	Prevailing Wage Policy

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	Consultant Designated Representative
Name: KJ May Title: Construction Project Manager Sr. Phone: (805) 939-3871 Email: kuo.may@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030	Name: Betsy A. Lindsay Title: CEO Phone: (949) 788-4900 X 227 Email: blindsay@ultrasystems.com Address: 16431 Scientific Way, Irvine, CA 92618

8. **CONTRACTUAL PREREQUSITIES.** This Agreement must first be executed by the Consultant, after which the Agreement shall be approved as to form by the City Attorney,

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

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 the City.
B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. COMPENSATION. City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.

B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. [RESERVED]

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

ULTRASYSTEMS ENVIRONMENTAL INCORPORATED

Betsy A. Lindsay, CEO Date

Betsy A. Lindsay, Secretary,[4] Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 UltraSystems Environmental Incorporated)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: KJ May
Title: Construction Project Manager Sr.
Phone: (805) 939-3871
Email: kuo.may@oxnard.org

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

Consultant shall provide support for capital improvement project planning and compliance. Each such individual environmental technical study application assigned hereunder for a specific project must comply with all applicable state and federal environmental laws and regulations including, but not limited to, the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the California Code of Regulations (including but not limited to the CEQA Guidelines set forth therein), the United States Code of Federal Regulations (CFR), the Federal and State and Endangered Species Acts (ESA), National Historic Preservation Act (NHPA), the Clean Water Act (CWA) and any applicable presidential and gubernatorial Executive Orders. Each such environmental technical study must also comply with the latest environmental provisions of the federal and state requirements, to the full extent any provisions thereof relate or have applicability to such Projects.

The Scope of Work shall include, but not be limited to the following:

Subcategory 1.1 - California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance

- Prepare environmental documents.
- Provide community and agency outreach support.

- Prepare answers for comments from public and agency reviews.
- Complete statement of overriding consideration or mitigation monitoring program.
- Attend public meetings and present environmental findings to the Planning Commission and City Council.
- Provide mitigation monitoring program and reporting support during construction and closeout.

Subcategory 1.2 – Archeological and Paleontological Surveys, Monitoring, Coordination, and Technical Studies

- Provide technical assistance for all local, state and federal regulations related to archeological and paleontological compliance.
- Provide tribal liaison and consultation support for both state and federal compliance.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of project.

Subcategory 1.3 – Biological Survey, Monitoring, Coordination, and Technical Studies

- Prepare all necessary reports and studies for the regulatory agencies.
- Provide timely outreach and follow up support.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.4 – Ventura County Air Pollution Control District (VCAPCD) Permitting

- Prepare VCAPCD applications.
- Provide timely agency outreach and follow up support.
- Acquire necessary VCAPCD permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.5 – Coastal and Other Regulatory Agencies Permitting

- Prepare permit applications for all applicable regulatory agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Coastal Commission, and California State Lands Commission, and/or Southern California – Dredged Material Management Team).
- Provide agency outreach and follow up support.
- Acquire necessary agency permits for construction.
- Provide all necessary monitoring, mitigation, and reporting requirements during all phases of the project.

Subcategory 1.6 – Other Environmental Services

- Provide contaminated soils study and remediation program.
- Provide hazardous waste, asbestos and lead testing, reporting, and mitigation planning.

- Complete required investigation, inspection, studies and reporting for MS4 permit requirements.
- Prepare Stormwater Pollution Prevention Plans as required.
- Obtain coverage under the General Construction Storm Water Permit.
- Provide other required technical, consulting, engineering, maintenance, and remediation as required by the project.
- Provide all necessary HAZMAT response to regulatory agencies.
- Prepare remediation plans including compliance and permit processing through various agencies.
- Provide environmental design services during construction, including site visits, review of shop drawings, and preparing responses to contractor's RFIs.
- Prepare record ("as built") drawings.

City of Oxnard
Insert Department Name

305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

_____ _____
[designated rep] Date [Name & Title] Date

_____ _____
Insert Department
Assistant Director/Director Date [Name & Title] Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and UltraSystems Environmental Incorporated)

SCHEDULE OF COMPENSATION

PROFESSIONAL STAFF	Hourly	HOURLY
Principal		$185
Director		$185
Senior Project Manager		$175
Project Manager		$170
Senior Principal Engineer		$175
Senior Scientist/Engineer		$165
Scientist/Engineer		$150
Staff Scientist/Engineer		$140
Senior Planner		$150
Associate Planner		$145
Planner/Environmental Analyst		$140
Senior Biologist II		$145
Senior Biologist I		$140
Staff Biologist II		$135
Staff Biologist I		$130
Associate Biologist		$125
Cultural Specialist		$140
Archaeologist		$135
Cultural Monitor		$110
Senior GIS Analyst		$135
GIS Technician		$125
Word Processor		$110
Intern		$75

FIELD EQUIPMENT	Daily	Weekly
Excavation Screen	$5	$20
Field Supplies (shovels, health and safety, flagging, binoculars, etc.)	$15	$60
Garmin GPS (non-Trimble)	$5	$20
iPad Data Tablet	$25	$100
Kestrel Anemometer (or equivalent)	$5	$20
Photoionization detector (PID) or equivalent	$100	$400
Quest SoundPro SP-DL-1-1/3 Sound Level Meter (or equivalent)	$110	$440
RKI GX-2003 Multi-Gas Meter (or equivalent)	$65	$260
Trimble Geo7x GPS Unit with Rangefinder (or equivalent)	$120	$560
XRF Analyzer	$95	$380

Automobile mileage will be charged at IRS standard rates. Travel time will be billed as indicated in the hourly rate schedule above.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and UltraSystems Environmental Incorporated)

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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

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Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

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Exhibit INS-A

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 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 _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and UltraSystems Environmental Incorporated)

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, 2024

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, 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, 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 UltraSystems Environmental Incorporated)

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.

RATES AND COSTS EXHIBIT

Rincon Consultants, Inc.

Rate Sheets

Rincon Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II (*Jennifer Haddow*)	$270
Director II	$270
Principal I (*Christopher Julian*)	$250
Director I (*Kiernan Brtalik*)	$250
Senior Supervisor II (*Derek Lerma, Julie Doane-Allmon, Scott English*)	$228
Supervisor I (*Matthew Dunn*)	$215
Senior Professional II (*Aubrey Mescher, Eric Schaad, Jennifer DiCenzo, Jerry Hittleman, Lexi Journey, Robin Murray, Steve Howard*)	$195
Senior Professional I (*Jaime McClain*)	$179
Professional IV (*Annaliese Miller*)	$164
Professional III	$152
Professional II	$135
Professional I (*Amanda Antonelli*)	$120
Associate III	$108
Associate II	$98
Associate I	$90
Project Assistant	$85
Senior GIS Specialist	$155
GIS/CADD Specialist II	$135
GIS/CADD Specialist I	$120
Technical Editor	$120
Production Specialist	$98
Clerical	$85

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided) & $0.40 (double-sided)
Photocopies – Color	$1.50 (single-sided) & $3.00 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W) & $3.30 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15/disc and $20/flash drive
Light-Duty and Passenger Vehicles*	$85/day
4WD and Off-Road Vehicles*	$135/day

* $0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.
Annual Escalation. Standard rates subject to 4% annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Environmental Scientists Planners Engineers

Rincon Consultants, Inc.

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$144
Four Gas Monitor	$124
Flame Ionization Detector	$100
Photo Ionization Detector	$75
Hand Auger Sampler	$57
Water Level Indicator, DC Purge Pump	$41
Natural Resources Field Equipment	
UAS Drone	$250
Spotting or Fiberoptic Scope	$155
Pettersson Bat Ultrasound Detector/Recording Equipment	$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$103
GPS (Sub-meter Accuracy)	$60
Infrared Sensor Digital Camera or Computer Field Equipment	$52
Scent Station	$21
Laser Rangefinder/Altitude	$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$8
Mammal Trap, Large/Small	$1.50/$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	$565
Boat (20 ft. Boston Whaler or Similar)	$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$57
Refractometer (Salinity) or Turbidity Meter	$35
Large Block Nets	$103
Minnow Trap	$88
Net, Hand/Large Seine	$10/$50
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$100
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$130
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$155
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$52
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$50/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	$50/diver
Level C Health and Safety	$60/person

FCG Environmental

Environmental Consulting Services
Asbestos · Mold · Lead · Property Assessment

PROFESSIONAL FEE SCHEDULE - 2021

Professional Services	Rate
Principal Consultant / President	$ 120/hr
Senior Professional / Certified Asbestos Consultant	$ 100/hr
Staff Professional / Hygienist / CSST	$ 90/hr
Field Technician / Project Monitor	$ 85/hr
Clerical / Drafting / Word Processing	$ 45/hr
Legal and Forensic Testimony	$ 300/hr

Includes expert witness testimony (depositions, mediations, arbitrations or court appearances).

Laboratory Analytical Fees

Microbial(Mold/Fungi)	*Standard Turnaround*	*Rush (24 hr)*
Non-Viable Air *(direct exam)*	$ 85 ea. *(2-3 days)*	$ 125 ea.
Non-Viable Surface *(tape or bulk)*	$ 85 ea. *(2-3 days)*	$ 125 ea.
Viable Air or Swab *(Aspergillus/Stachybotrys ID)*	$ 120 ea. *(7-10 days)*	NA
Viable Bulk/Dust *(Aspergillus/Stachybotrys ID)*	$ 120 ea. *(7-10 days)*	NA
Bacteria		
E. coli/Total Coliform *(Sewage Screen)*	$ 60 ea. *(3-5 days)*	NA
Bacterial culture (total plate count)	$ 100 ea. *(3-5 days)*	NA
Viable Air *(Total Bacteria)*	$ 100 ea. *(3-5 days)*	NA
Asbestos, Lead & Other Contaminants		
Asbestos bulk *(Polarized Light Microscopy)*	$ 20 ea. *(2-3 days)*	$ 40 ea.
Asbestos air *(Phase Contrast Microscopy)*	$ 20 ea. *(2-3 days)*	$ 40 ea.
Asbestos air by TEM Analysis	$ 150 ea. *(3-5 days)*	$ 200 ea.
Asbestos bulk by Point Count or TEM	$ 120 ea. (3-5 days)	NA
Lead-in air or bulk *(paint chips, dust wipes, soil, etc.)*	$ 30 ea. *(3-5 days)*	$ 50 ea.
Radon (short-term canister, 48-96 hr.)	$ 50 ea. (3-5 days)	NA
Formaldehyde, Allergens, Indoor air pollutants		Bid upon request
Soil & Groundwater Sampling		Bid upon request

Field Equipment, Supplies, Travel, etc.	
XRF Analyzer for Lead-Based Paint	$ 250/day, $125/half-day or $50/hr
Thermal Imaging (infrared) Camera	$ 50/day
Soil Sampling Equipment (Hand Auger/Soil Punch)	$ 50/day
Mileage Reimbursement (roundtrip, for projects >50 miles from FCG offices)	$ 0.56/mile
Per Diem (lodging & meals, if overnight stay is required due to distance from office)	TBD
Outside services, miscellaneous equipment & field supplies not listed	Actual Cost + 15%

1009 Mercer Ave.
Ojai, CA 93023

Tel: 805.646.1995 | Fax: 805.669.3538
Info@fcgenviro.com | www.fcgenviro.com

RATES AND COSTS EXHIBIT

ESA Rates

Description	Billing Rate
Senior Director III	$240.00
Senior Director II	$235.00
Senior Director I	$230.00
Director III	$225.00
Director II	$210.00
Director I	$200.00
Managing Associate III	$180.00
Managing Associate II	$175.00
Managing Associate I	$165.00
Senior Associate III	$160.00
Senior Associate II	$150.00
Senior Associate I	$140.00
Associate III	$130.00
Associate II	$125.00
Project Technician III	$125.00
Associate I	$105.00
Project Technician II	$100.00
Project Technician I	$85.00

Ninyo & Moore Rates

Professional Staff	
Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$188
Senior Engineer/Geologist/Environmental Scientist	$178
Senior Project Engineer/Geologist/Environmental Scientist	$173
Project Engineer/Geologist/Environmental Scientist	$165
Senior Staff Engineer/Geologist/Environmental Scientist	$150
Staff Engineer/Geologist/Environmental Scientist	$134
GIS Analyst	$123
Technical Illustrator/CAD Operator	$98
Field Staff	
Certified Asbestos/Lead Technician	$173
Field Operations Manager	$119
Nondestructive Examination Technician (UT, MT, LP)	$114
Supervisory Technician	$104
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$104
Senior Technician	$103
Technician	$98
Administrative Staff	
Information Specialist	$83
Geotechnical/Environmental/Laboratory Assistant	$81
Data Processor	$71

Multiple Agreements for On-Call Environmental Services

Public Works and Transportation Committee
April 8, 2025

Morgan Kessler, PE
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call environmental services:

1. Agreement 32500440 Rincon Consultants, Inc. for a total amount not to exceed $500,000;
2. Agreement 32500441 Dudek for a total amount not to exceed $500,000; and
3. Agreement 32500442 UltraSystems Environmental Incorporated for a total amount not to exceed $500,000.

BACKGROUND

- Utilizing professional consulting firms provides licensed, technical expertise in environmental services that support the development and implementation of the Capital Improvement Program (CIP), as well as other non-CIP projects.

- Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff.

- It is in the City's interest to have a pool of service contractors available on-call so that needed work can proceed in relatively short order.

- Having pre-approved, on-call professional service agreements reduces the amount of time necessary to procure service contractors.

BACKGROUND

- These specialized services include but are not limited to;
  - California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) compliance;
  - Archeological and Paleontological Surveys, Monitoring, Coordination, and Technical Studies;
  - Biological Survey, Monitoring, Coordination, and Technical Studies;
  - Ventura County Air Pollution Control District (VCAPCD) Permitting;
  - Coastal and Other Regulatory Agencies Permitting;
  - Hazardous waste, asbestos, and lead testing, reporting, and mitigation planning.

DISCUSSION

- The Purchasing Department released Request for Proposals (RFP) 25-53 for On-Call Professional Environmental Services
  - Released November 12, 2024
  - Due date December 5, 2024

- RFP 25-53 was directly sent to six potential vendors, and published on www.PublicPurchase.com as well as the City's Purchasing website.
- A total of 11 proposals were received

EPD Solutions, Inc.	Dudek	WSP USA Environment & Infrastructure Inc.
Pax Environmental, Inc.	Envicon Corporation	Ascent Environmental, Inc.
Vollmar Natural Lands Consulting	FirstCarbon Solutions	Rincon Consultants, Inc.
UltraSystems Environmental Incorporated	GPA Consulting	

DISCUSSION

- The qualifications were reviewed by:
  - Engineering Division (Division Manager),
  - Two Senior Construction Project Managers,
  - Construction Project Manager

- And ranked by the following scoring criteria:
  - Company profile
  - Assigned staff
  - Relevant experience
  - Overall responsiveness

FINANCIAL IMPACT

- Each agreement shall not exceed $500,000, over five years, if extended;
- Funding for individual tasks will be sourced from projects identified in the CIP, or per Division needs;
- The respective Division/Project Manager will ensure sufficient funding is available prior to initiating work orders or services performed;
- Subsequent fiscal year allocations will be requested during the annual budget process.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4

DATE: April 8, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Multiple Agreements for On-Call Professional Engineering Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional engineering services:

1. Agreement 32500432 CSG Consultants, Inc. for a total amount not to exceed $750,000;
2. Agreement 32500438 Encompass Consultant Group, Inc. for a total amount not to exceed $750,000; and
3. Agreement 32500439 Psomas for a total not-to-exceed amount of $750,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/h45uxzKwRoU

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The services covered under this request include, but are not limited to, providing general civil engineering and related work for CIP and other Departmental projects that require tasks in this discipline. This may include the preparation of designs, plans, specifications and estimates (PSE), scopes of work, and preliminary studies, renderings, and reports including any related tests, surveys, and research. Also, the consultant shall provide a full range of supporting services including securing required permits, conducting public outreach, surveys, studies, plan review, utility coordination, and other related civil engineering services as required.

DISCUSSION

On November 12, 2024, the Purchasing Department issued a Request for Proposal (RFP) 25-52 for On-Call

Professional Engineering & Design Services. The RFP was directly sent to three potential vendors, and published on www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due December 5, 2024, and a total of 3 proposals were received from the following vendors:

CSG Consultants, Inc.	Encompass Consultant Group, Inc.	Psomas

A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel recommends all three proposing firms for Agreement awards, with a determination that these vendors meet the requirements listed in the RFP and are capable of performing services to a level acceptable to the reviewing panel.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the four recommended vendors are capable of successfully performing On-Call Professional Services to the City of Oxnard.

Professional services under these agreements will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City of Oxnard. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and 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 each agreement shall not exceed $750,000, respectively, over five years if all extension options are fully executed. Due to the varying amounts of civil engineering services required year-to-year, it is difficult to go by historical data for calculating the future need of the on-call agreements. However, based on the anticipated CIP project volume over the next five years, the dollar amount of these agreements should sufficiently cover the level of civil services needed. Funding for individual tasks will be sourced from projects identified in the City Council approved CIP or on rare occasions for City Divisions with non-CIP project requirements (e.g. Facilities division making minor office improvements). The Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500432 - CSG Consultants, Inc
2. Agreement 32500438 - Encompass Consultant Group, Inc

3. Agreement 32500439 - Psomas
4. Prior Agreements Rate Sheets - Engineering Services
5. Presentation

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CSG CONSULTANTS, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of CSG Consultants, 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 OMMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering and Design Services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

CSG Consultants, Inc. a corporation of the State of California, located at 3707 W. Garden Grove Blvd., Suite 100, Orange, CA 92868.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

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: $750,000.00 [1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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	Consultant Designated Representative
Name: Abe Anbessaw Title: Engineering Division Manager Phone: 805-890-9916 Email: abebaw.anbessaw@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030	Name: Peykan Abbassi, PE Title: Vice President, Engineering Phone: (714) 568-1010 Email: peykana@csgengr.com Address: 3707 W. Garden Grove Blvd., Suite 100, Orange, CA 92868

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. [RESERVED]

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

CSG CONSULTANTS, INC.

Cyrus Kianpour, Date
President

Nourdin Khayata,[4] Date
Secretary

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 CSG Consultants, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: Abe Anbessaw
Phone: 805-890-9916
Email: abebaw.anbessaw@oxnard.org

This requirement involves the provision of professional engineering and design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The consultant shall be capable of providing engineering services for roadway and structures engineering, surveying, hydrology and hydraulic engineering and development plan check where required. In addition to these general tasks, the consultant shall be capable of producing reports, studies, master plans, conceptual designs, specifications, permitting requirements, and budget estimates on an as needed basis. Along with these, the consultant shall provide the full range of supporting services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services. Utility coordination and design Services to include but not limited to the following:

SERVICE GROUP CATEGORY 1- ROADWAY AND STRUCTURES ENGINEERING

Road Engineering. Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structure portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

Subcategory 1.1 — Pavement

Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.

Subcategory 1.2 — Structures

Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.

Subcategory 1.3 — Quality Control/Quality Assurance

Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be placed on the current Caltrans standard plans and specifications and “Greenbook” Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SERVICE GROUP CATEGORY 2 — SURVEYING

Surveying task include but are not limited to the following:

Land Surveying: Land surveys or boundary surveys are the function of locating the property boundaries or right of way of project sites. This type of work may also be referred to as property surveys, boundary surveys, or cadastral surveys.

Topographical Surveying: This type of surveying entails locating objects and measuring the relief, three- dimensional variations of the earth's surface and/or other topographical features. Detailed information is obtained pertaining to the elevations as well as to the locations of man-made features or improvements and natural features. Topographical maps are prepared to document the survey. This type survey is also referred to as a preliminary survey. Data may be obtained through traditional field survey, aerial photogrammetry, LiDAR, laser scanning, or other methods.

Control Surveying: Control surveys are those made to establish the horizontal and vertical positions of various points. The points are selected so that they form a net over the project site under consideration so as to provide a convenient method to tie planned improvement placement to these points. Methods used will involve the use of GPS, CORS sites, and differing datum's (NAD27, NAD83, NGVD29, or NAVD88).

Construction Surveying: Construction surveying provides the basis for proper placement of improvements. This type of surveying is needed at all stages of the construction process in an effort to ensure that the final product meets all the design requirements for placement, elevation and alignment.

Monument Preservation: This function of surveying involves research to determine the existence of survey points of record, field investigation to locate monuments of record and not of record, setting of reference points, filing of records with the County of Ventura, resetting survey points to replace those missing or destroyed.

SERVICE GROUP CATEGORY 3 - DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

Drainage, hydrology and hydraulic engineering services may include but not limited to:

- Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements

- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:

    - Bridge Design Hydraulic Study
    - Location Hydraulic Study
    - Floodplain Evaluation Report Summary
    - Location Hydraulic Study Form
    - Preliminary Hydrologic/Hydraulic Review Summary

SERVICE GROUP CATEGORY 4 — DEVELOPMENT PLAN CHECK

Building plan check tasks include, but are not limited to the following:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans
- structural calculations
- grading plans
- site excavations
- Preparations, erosion control plans
- National Pollution Discharge Elimination System (NPDES) Compliance

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
- Streets
- Sewers
- Storm drains
- Water mains
- Streetlights
- Landscaping and irrigation
- Traffic control
- Signing and striping
- Traffic signals
- Roundabouts
- Hydrology studies
- Sewer area studies
- Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking
- Easement and right-of-way documents
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030.

Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and CSG Consultants, Inc.)

SCHEDULE OF COMPENSATION

CSG Consultants

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	$110
Engineering Intern	$145
Assistant Engineer	$180
Associate Engineer	$210
Structural Engineer	$250
Associate Surveyor	$420
Senior Engineer	$230
Senior Land Surveyor	$420
Senior Structural Engineer	$270
Principal Engineer	$270
Senior Principal Engineer	$300
Two-Person Survey Crew	$440
Assistant Project Manager	$180
Project Manager	$230
Senior Project Manager	$260
Office Engineer	$180
Construction Inspector	$195
Senior Construction Inspector	$210
Project Engineer	$180
Resident Engineer / Construction Manager	$265
Structural Representative	$265
Senior Construction Manager	$315

CAL VADA
SURVEYING INC

Prevailing Wage Rate Schedule (2025)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment (Prevailing Wage) *	Hour	$385.00
Round Trip Travel Time & Costs	Hour	$165.00
Office Support		
Principal	Hour	$275.00
Director Surveying/Professional Land Surveyor	Hour	$235.00
Senior Project Manager	Hour	$195.00
Project Surveyor	Hour	$180.00
GPS Post Processing	Hour	$170.00
Survey Technician	Hour	$165.00
Drafting/AutoCAD Technician	Hour	$130.00
Accounting / Clerical	Hour	$90.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$465.00
Transportation (per 2025 IRS Mileage Rate)	Mile	$0.69
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

*4 or 8 Hour Minimum

CAL VADA
SURVEYING INC

Non-Prevailing Wage Rate Schedule (2025)

Item Description	Unit	Unit Price
Field Support		
Field Survey Crew & Equipment *	Hour	$285.00
Round Trip Travel Time & Costs	Hour	$165.00
Office Support		
Principal	Hour	$275.00
Director Surveying/Professional Land Surveyor	Hour	$235.00
Senior Project Manager	Hour	$195.00
Project Surveyor	Hour	$180.00
GPS Post Processing	Hour	$170.00
Survey Technician	Hour	$165.00
Drafting/AutoCAD Technician	Hour	$130.00
Accounting / Clerical	Hour	$90.00
Reimbursable Costs		
In-House Reproductions		Cost + 15%
Printing and Materials		Cost + 15%
Parking and Tolls		Cost + 15%
Express Mail, Courier, Next Day Service		Cost + 15%
Special Sub-Consultant Services (GPR, etc.)		Cost + 10%
Miscellaneous Services		
Per Diem (when required)	Day	Per GSA Schedule
Consultation in Connection with Litigation	Hour	$465.00
Transportation (per 2025 IRS Mileage Rate)	Mile	$0.69
Overtime and Saturday Rates		
	Hour	1.5 times Hourly Rate

*4 or 8 Hour Minimum

Geo-Advantec, Inc.

ENGINEERING SERVICES			
ENGINEERING AND PROFESSIONAL SERVICES			
Principal Geotechnical Engineer/Principal Engineering Geologist	$	225.00	Per Hour
Senior Hydrogeologist	$	225.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	$	175.00	Per Hour
Registered Civil Engineer	$	175.00	Per Hour
Project Manager	$	135.00	Per Hour
Senior Field Engineer	$	150.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	$	135.00	Per Hour
Laboratory Manager	$	110.00	Per Hour
Administration	$	60.00	Per Hour
GIS Technician	$	125.00	Per Hour
Drafter/CAD Technician	$	75.00	Per Hour
Principal Geologist Forensic/Field and Office	$	300.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	$	350.00	Per Hour
Senior Engineer Forensic (Field and Office)	$	250.00	Per Hour
Field Engineer Forensic	$	200.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	$	350.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	$	300.00	Per Hour
GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE			
FIELD DRILLING AND TESTING			
*Field Testing/Sampling Helper (Technician - Prevailing Wage) *Surcharge of $10 per/hr. for projects under PLA/CWA agreements*	$	120.00	Per Hour
Drilling – Hollow Stem Auger (6-8" diameter) (subject to adjustment)	$	6000.00	Per Day
Drilling – Mud Rotary Wash Drilling (subject to adjustment)	$	6500.00	Per Day
Drilling – Cone Penetration Test (subject to adjustment)	$	7000.00	Per Day
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	$	250.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	$	350.00	Each Location
Sample Pickup (truck + driver, within a 50-mile radius from GAI's office)	$	150.00	Per Round
GPR Survey	$	3500.00	Per Day
Percolation Test (Falling Head Method - Max. depth 15') (Min 2 tests, $9,000)	$	4500.00	Per Test
LABORATORY TESTING			
Rate varies per test for different tests			
REPORTS			
Soils (Geotechnical/Geohazard Evaluation) Report			Varies-Lump Sum

MINIMUM CHARGES FOR CONSTRUCTION PHASE INSPECTIONS

- All technicians and inspectors are based on a minimum of four (4) hours. Over four hours shall be a minimum of eight (8) hours for inspectors or technicians. If an inspector or technician is scheduled to perform a service, shows up at the project site, and no work is performed, a four-hour (4) charge will apply and be referred to as a show-up charge.

TRAVEL & MILEAGE

- No travel time and mileage costs for engineering staff and materials/special inspection personnel. Per the regulations of Department of Industrial Relations (DIR-Public Works Manual 2016), for soils technicians performing construction inspection and testing carrying a nuclear gauge device travel time will be charged at contractual rate, from GAI's closest office and for round trip drive time (Portal to Portal).
- For regular/non-prevailing jobs, a round-trip mileage cost equal to $0.75 per mile, calculated from GAI's office to the project site, will be charged.

LABORATORY TESTING

- Material samples will be discarded after testing, unless notification by Client has been made to GAI's laboratory prior to testing. If Client requires samples be retrieved after testing or stored at GAI's laboratory for an extended duration of time, arrangements can be made at no additional cost to the client.

Name: General Technologies and Solutions (GTS)

LABOR RATES	
Labor Category/Grade	**Hourly Fully-Loaded Rate**
Engineer / Planner / Analyst (L1)	$113.00 - $144.00
Engineer / Planner / Analyst (L2)	$124.00 - $165.00
Engineer / Planner / Analyst (L3)	$144.00 - $185.00
Engineer / Planner / Analyst (L4)	$155.00 - $196.00
Engineer / Planner / Analyst (L5)	$175.00 - $216.00
Engineer / Planner / Analyst (L6)	$196.00 - $237.00
Principal L7	$237.00 - $288.00
Intern (L1)	$93.00 - $124.00
Project Admin / CAD / Graphics (L2)	$113.00 - $144.00
Project Admin / CAD / Graphics (L4)	$144.00 - $206.00

Mileage is charged per the maximum allowable IRS rate.

Other expenses (surveys, printing, etc.) will be charged at cost.

KATHERINE PADILLA
& ASSOCIATES, INC.

KATHERINE PADILLA & ASSOCIATES (KPA) 2025 RATES

Katherine Padilla Otanez, President, Managing Principal	$220/hour
Jessica Padilla Bowen, Senior Associate	$190/hour
Thelma Herrera, Sr. Project Manager/Creative Development Director	$180/hour
Nathan Bowen, Associate, Webmaster, Photography, Videography	$180/hour
Xavier Sibaja, Project Manager	$175/hour
Ruthann Pearlman, Outreach and IT Specialist	$160/hour

MEP CALIFORNIA ENGINEERING

PRINCIPAL	$260
ASSOCIATE	$235
SR. PROJECT MANAGER	$205
PROJECT MANAGER	$195
PRINCIPAL DESIGNER	$185
SR. ENGINEER	$185
ENGINEER II	$160
SENIOR DESIGNER/BIM LEAD	$150
ENGINEER I	$135
DESIGNER II/BIM ASSOCIATE	$130
DESIGNER I	$115
ADMINISTRATION/CLERICAL	$90

Reimbursable

Compensation for reimbursable expenses is in addition to compensation for basic and additional professional services and will be invoiced at cost.
Such reimbursable expenses include photo copying, blue printing, shipping/handling, etc.

nuvis
LANDSCAPE ARCHITECTURE

HOURLY RATES:
Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	$218.00/hour
Principal	187.00/hour
Senior Associate	172.00/hour
Associate	156.00/hour
CADD Technician I	146.00/hour
CADD Technician II	135.00/hour
Administrative	104.00/hour

DIRECT PROJECT EXPENSES:
Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at actual cost. They include, but may not be limited to, production materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; in-house printing/ reproduction; special insurance coverage; and sub-consultants not retained by the CLIENT.

PacRim Engineering

SCHEDULE OF STANDARD BILLING RATES

Principal Engineer	$310.00
Business Class Leader…	300.00
Senior Project Manager	290.00
Senior Technical Manager	275.00
Project Manager	270.00
Technical Manager	265.00
Senior Project Engineer	250.00
Senior Technical Engineer	240.00
Project Engineer	230.00
Technical Engineer	220.00
Associate Engineer	200.00
Design Engineer	175.00
Sr. Designer/ Sr. CADD Drafter	175.00
CAD Drafter	155.00
Admin	110.00

Printing and reproduction will be invoiced at cost of $0.55 per square foot.

Travel will be invoiced at IRS rate per mile based on roundtrip mileage to and from PacRim's home office.

Call out procedure requires 4 hours advance notice and will be charged a minimum 4 hours or actual time including travel, whichever is greater

Schaaf & Wheeler

Hourly Billing Rates

Personnel Charges
Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr
Principal Project Manager	$305
Senior Project Manager	$280
Senior Engineer	$255
Associate Engineer	$225
Assistant Engineer	$205
Junior Engineer	$190
Designer	$180
GIS Analyst	$180
Technician	$165
Engineering Trainee	$140

Litigation Charges
Court or deposition time as an expert witness is charged at $500 per hour.

Materials and Services
Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at cost.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CSG Consultants, 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

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Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

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Exhibit INS-A

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 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 _____

Rev. 1/23 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and CSG Consultants, 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, 2024

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, 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, 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 CSG Consultants, 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.

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND ENCOMPASS CONSULTANT GROUP, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Encompass Consultant Group, 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 OMMITTED]**

2. **SUMMARY DESCRIPTION OF SERVICES.**

   On-call Professional Engineering and Design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

   The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

   Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

   Encompass Consultant Group, Inc., a corporation of the State of California, located at 333 N. Lantana Street, Suite 287, Camarillo, CA 93010.

4. **TERM OF AGREEMENT:** From: April 30, 2025 To: April 29, 2026

   A. Time is of the essence in this Agreement
   B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

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: $750,000.00 [1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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	Consultant Designated Representative
Name: Abe Anbessaw Title: Engineering Division Manager Phone: 805-890-9916 Email: abebaw.anbessaw@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030	Name: Sal Contreras, PE Title: Principal Engineer/Vice President Phone: 805-416-8704 Email: Sal.Contreras@ecgcivil.com Address: 333 N. Lantana Street, Suite 287, Camarillo, CA 93010

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. **[RESERVED]**

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

ENCOMPASS CONSULTANT GROUP, INC.

Sal Contreras, PE, Date
Principal Engineer / Vice President

James Fallon, PLS,[4] Date
Principal Surveyor / Secretary

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 Encompass Consultant Group, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: Abe Anbessaw
Phone: 805-890-9916
Email: abebaw.anbessaw@oxnard.org

This requirement involves the provision of professional engineering and design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The consultant shall be capable of providing engineering services for roadway and structures engineering, surveying, hydrology and hydraulic engineering and development plan check where required. In addition to these general tasks, the consultant shall be capable of producing reports, studies, master plans, conceptual designs, specifications, permitting requirements, and budget estimates on an as needed basis. Along with these, the consultant shall provide the full range of supporting services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services. Utility coordination and design Services to include but not limited to the following:

SERVICE GROUP CATEGORY 1- ROADWAY AND STRUCTURES ENGINEERING

Road Engineering. Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structure portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

Subcategory 1.1 — Pavement

Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.

Subcategory 1.2 — Structures

Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.

Subcategory 1.3 — Quality Control/Quality Assurance

Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be placed on the current Caltrans standard plans and specifications and “Greenbook” Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SERVICE GROUP CATEGORY 2 — SURVEYING

Surveying task include but are not limited to the following:

Land Surveying: Land surveys or boundary surveys are the function of locating the property boundaries or right of way of project sites. This type of work may also be referred to as property surveys, boundary surveys, or cadastral surveys.

Topographical Surveying: This type of surveying entails locating objects and measuring the relief, three- dimensional variations of the earth's surface and/or other topographical features. Detailed information is obtained pertaining to the elevations as well as to the locations of man-made features or improvements and natural features. Topographical maps are prepared to document the survey. This type survey is also referred to as a preliminary survey. Data may be obtained through traditional field survey, aerial photogrammetry, LiDAR, laser scanning, or other methods.

Control Surveying: Control surveys are those made to establish the horizontal and vertical positions of various points. The points are selected so that they form a net over the project site under consideration so as to provide a convenient method to tie planned improvement placement to these points. Methods used will involve the use of GPS, CORS sites, and differing datum's (NAD27, NAD83, NGVD29, or NAVD88).

Construction Surveying: Construction surveying provides the basis for proper placement of improvements. This type of surveying is needed at all stages of the construction process in an effort to ensure that the final product meets all the design requirements for placement, elevation and alignment.

Monument Preservation: This function of surveying involves research to determine the existence of survey points of record, field investigation to locate monuments of record and not of record, setting of reference points, filing of records with the County of Ventura, resetting survey points to replace those missing or destroyed.

SERVICE GROUP CATEGORY 3 - DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

Drainage, hydrology and hydraulic engineering services may include but not limited to:

- Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements

- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:

    - Bridge Design Hydraulic Study
    - Location Hydraulic Study
    - Floodplain Evaluation Report Summary
    - Location Hydraulic Study Form
    - Preliminary Hydrologic/Hydraulic Review Summary

SERVICE GROUP CATEGORY 4 — DEVELOPMENT PLAN CHECK

Building plan check tasks include, but are not limited to the following:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans
- structural calculations
- grading plans
- site excavations
- Preparations, erosion control plans
- National Pollution Discharge Elimination System (NPDES) Compliance

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
- Streets
- Sewers
- Storm drains
- Water mains
- Streetlights
- Landscaping and irrigation
- Traffic control
- Signing and striping
- Traffic signals
- Roundabouts
- Hydrology studies
- Sewer area studies
- Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking
- Easement and right-of-way documents
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030.

Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy
of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Encompass Consultant Group, Inc.)

SCHEDULE OF COMPENSATION

Engineering

Designer	$125
Senior Designer	$165
Assistant Engineer I	$155
Assistant Engineer II	$165
Associate Engineer	$175
Senior Engineer I	$190
Senior Engineer II	$205
Principal Engineer I	$220
Principal Engineer II	$240

General

Technical/Clerical Support	$95
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$250
(Principal with specialized skills in engineering or geomatics)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Surveying Technician	$125
Assistant Surveyor I	$155
Assistant Surveyor II	$165
Associate Surveyor	$175
Senior Surveyor I	$190
Senior Surveyor II	$205
Principal Surveyor I	$220
Principal Surveyor II	$240
One-Man Survey Crew	$195
Two-Man Survey Crew	$280
Three-Man Survey Crew	$360
One-Man Survey Crew (Prevailing Wage)	$220
Two-Man Survey Crew (Prevailing Wage)	$335
Three-Man Survey Crew (Prevailing Wage)	$475

* The above billing rates are for straight time (non-overtime) work.
* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Encompass Consultant Group, 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

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Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

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Exhibit INS-A

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 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 _____

Rev. 1/23 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Encompass Consultant Group, 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, 2024

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, 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, 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 Encompass Consultant Group, 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.

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PSOMAS

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Psomas ("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 OMMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

On-call Professional Engineering and Design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. The City may require Consultant to perform all or a portion of these services through subsequently issued Task Orders. Task Orders will be in the form of the template described in and attached the Scope of Services. The Services under this Agreement will be provided on an on-call or as needed basis.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

Psomas, a corporation of the State of California, located at 865 S. Figueroa Street, Suite 3200, Los Angeles, CA 90017.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of

this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.

C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.

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: $750,000.00 [1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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	Consultant Designated Representative
Name: Abe Anbessaw Title: Engineering Division Manager Phone: 805-890-9916 Email: abebaw.anbessaw@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030	Name: Jeff Chess Title: Vice President/Principal/Project Manager Phone: (661) 705-4412 Email: Jeff.Chess@Psomas.com Address: 27200 Tourney Road, Suite 400, Santa Clarita, CA 91355

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. [RESERVED]

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date

☐Jennifer Yates, Purchasing Manager[3]

PSOMAS

Jeff Chess, Date
Vice President

Nick Tarditti,[4] Date
CFO

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 Psomas)

SCOPE OF SERVICES

PROJECT MANAGER:
Name: Abe Anbessaw
Phone: 805-890-9916
Email: abebaw.anbessaw@oxnard.org

This requirement involves the provision of professional engineering and design services, including mechanical, structural, electrical, plumbing, and landscape design and specification.

The consultant shall be capable of providing engineering services for roadway and structures engineering, surveying, hydrology and hydraulic engineering and development plan check where required. In addition to these general tasks, the consultant shall be capable of producing reports, studies, master plans, conceptual designs, specifications, permitting requirements, and budget estimates on an as needed basis. Along with these, the consultant shall provide the full range of supporting services including preliminary studies, public outreach, renderings, drawings, specifications, estimates, scopes of work and other professional services. Utility coordination and design Services to include but not limited to the following:

SERVICE GROUP CATEGORY 1- ROADWAY AND STRUCTURES ENGINEERING

Road Engineering. Consultant shall provide Road Engineering services, support and expertise including but not limited to the following: roadway design, drainage systems design, utility identification and relocation, independent checks of roadway design and quantities, project budgeting, and finally project scheduling. Consultant's technical and administrative approach should be consistent with appropriate County, State and Federal standards.

Structures Engineering: Consultant shall provide Structures Engineering services, support and expertise including but not limited to the following: bridge, culvert, overcrossing, overpass, drainage systems, retaining wall, or any similar type of structure. In most cases, the structure portion of any project is part of a larger project. On rare occasions, a structure will be a separate project.

Subcategory 1.1 — Pavement

Perform roadway asphalt pavement structural section evaluation, and provide design recommendations for proper application of surface treatment, surface rehabilitation methods as well as full depth reconstruction. These methods may include fog seal, microsurfacing, scrub seal, or asphalt concrete overlay and material testing. Consultant required to submit written reports and recommendations.

Subcategory 1.2 — Structures

Perform structural engineering evaluation and calculations, and provide design recommendations for loading, reinforcement, material type, strength and structures testing. Consultant required to submit written reports and recommendations.

Subcategory 1.3 — Quality Control/Quality Assurance

Perform quality control/quality assurance reviews that conform to the Caltrans ready to list guide procedures. This process may include plan, specification, and estimate (PS&E) comparisons to ensure the PS&E package is biddable and buildable. Consultant is to submit written reports documenting comments and responses to comments. Further coordination may be required on a project by project basis; emphasis will be placed on the current Caltrans standard plans and specifications and “Greenbook” Standard Specifications for Public Works Construction and Standard Plans for Public Works Construction.

SERVICE GROUP CATEGORY 2 — SURVEYING

Surveying task include but are not limited to the following:

Land Surveying: Land surveys or boundary surveys are the function of locating the property boundaries or right of way of project sites. This type of work may also be referred to as property surveys, boundary surveys, or cadastral surveys.

Topographical Surveying: This type of surveying entails locating objects and measuring the relief, three- dimensional variations of the earth's surface and/or other topographical features. Detailed information is obtained pertaining to the elevations as well as to the locations of man-made features or improvements and natural features. Topographical maps are prepared to document the survey. This type survey is also referred to as a preliminary survey. Data may be obtained through traditional field survey, aerial photogrammetry, LiDAR, laser scanning, or other methods.

Control Surveying: Control surveys are those made to establish the horizontal and vertical positions of various points. The points are selected so that they form a net over the project site under consideration so as to provide a convenient method to tie planned improvement placement to these points. Methods used will involve the use of GPS, CORS sites, and differing datum's (NAD27, NAD83, NGVD29, or NAVD88).

Construction Surveying: Construction surveying provides the basis for proper placement of improvements. This type of surveying is needed at all stages of the construction process in an effort to ensure that the final product meets all the design requirements for placement, elevation and alignment.

Monument Preservation: This function of surveying involves research to determine the existence of survey points of record, field investigation to locate monuments of record and not of record, setting of reference points, filing of records with the County of Ventura, resetting survey points to replace those missing or destroyed.

SERVICE GROUP CATEGORY 3 - DRAINAGE, HYDROLOGY, HYDRAULIC ENGINEERING

Drainage, hydrology and hydraulic engineering services may include but not limited to:

- Master Plan of Drainage updates, as well as, the preparation of Capital Improvement Program plans, specifications and bid documents for the design and construction of various street, storm drain, and other facility improvements

- Perform hydraulic, hydrologic, or sediment transport analyses and modeling for the design and maintenance of drainage facilities (pumps, channels, basins, etc.), bridges, culverts, and roadways. Work might involve preparation of the following documents or reports in accordance with the City's Engineering Design Guidelines and/or Caltrans Local Assistance Procedures Manual:

    - Bridge Design Hydraulic Study
    - Location Hydraulic Study
    - Floodplain Evaluation Report Summary
    - Location Hydraulic Study Form
    - Preliminary Hydrologic/Hydraulic Review Summary

SERVICE GROUP CATEGORY 4 — DEVELOPMENT PLAN CHECK

Building plan check tasks include, but are not limited to the following:

- plan checking to the current Unified Building Code and other applicable state and local codes including the review of building plans
- structural calculations
- grading plans
- site excavations
- Preparations, erosion control plans
- National Pollution Discharge Elimination System (NPDES) Compliance

Infrastructure improvement plan check tasks include but not limited to:

- plan checking per applicable local, county, state and Federal codes and standards, review of plans for:
- Streets
- Sewers
- Storm drains
- Water mains
- Streetlights
- Landscaping and irrigation
- Traffic control
- Signing and striping
- Traffic signals
- Roundabouts
- Hydrology studies
- Sewer area studies
- Construction cost estimates

Final map plan check tasks include but not limited to:

- Parcel, tract, and final map checking
- Easement and right-of-way documents
- Lot-line adjustments and certificates of compliance.

Provide detailed daily updates on the status of all plan checks received and processed to date in a format acceptable to the City.

Key representatives from the firm must attend monthly meetings (or as required) with City of Oxnard staff to evaluate performance of their services.

A maximum review time for initial plan checks of 10 working days inclusive of transit time to and from the City of Oxnard Service Center, located at 214 S C St, Oxnard, CA 93030.

Second plan checks shall not require more than 10 working days, inclusive of transit time. Each subsequent plan check, if necessary, shall not require more than 5 working days, inclusive of transit time.

The firm shall not provide consulting services to private agencies/developers submitting plans or maps to the City of Oxnard nor engage in activities that could be construed as a conflict of interest with this agreement for professional services.

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Psomas)

SCHEDULE OF COMPENSATION

IN-OFFICE SERVICES

Administrative/Project Administrator	$100 - $135
Drafter/Design Drafter	$130 - $170
Civil Engineering Designer/Engineer	$130 - $170
Surveyor/Project Surveyor/GIS Specialist/Photogrammetrist	$115 -$195
Planners/Assistant Planner/Expeditor/Senior Planner	$125 - $205
Project Designer/Professional Engineer/Project Engineer	$160 - $190
Sr. Project Engineer/Sr. Project Surveyor/Sr. GIS Specialist	$190 - $235
Project Management	$190 - $275
Principal/Director	$240 - $350

SURVEY HOURLY RATES - FIELD SERVICES

One-Person Survey Party	$250
Two-Person Survey Party	$385
Three-Person Survey Party	$485
Field Supervisor	$208

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates. Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

Special Equipment and Other Costs

3D Laser Scanner (Static)	$300 per day
3D Laser Scanner (Mobile Mapping System)	$5,000 per day

Standard computer and technology costs are incorporated into the hourly rates shown above.

REIMBURSABLES

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost. The services of outside consultants will be charged at cost plus fifteen percent.

The above rate schedule is for straight time.

ORIGINS
ENGINEERING CO

Hourly Rates

Title	2025-2027	2028-2030
Principal	$225	$230
Project Manager	$190	$200
Project Engineer	$170	$180
Designer	$150	$160
Drafter	$125	$135
Engineering Intern	$95	$100
Administrative Support	$75	$80

REIMBURSABLE EXPENSES

Use of outside consultants as well as copies, blueprints, computer plots, all forms of shipping including delivery services and couriers, travel (out of area) and all similar charges directly connected with the work will be charged at cost. Mileage will be charged at the current federal mileage reimbursement rate.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Psomas)

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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

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Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

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Exhibit INS-A

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 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 _____

Rev. 1/23 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Psomas)

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, 2024

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, 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, 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 Psomas)

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.

RATES AND COSTS EXHIBIT A-1

Kennedy Jenks

Client/Address: City of Oxnard
300 West Third Street
Oxnard, CA 93030

Contract/Proposal Date: June 14, 2022

Schedule of Charges

January 1, 2021

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	$135
Engineer-Scientist-Specialist 2	$165
Engineer-Scientist-Specialist 3	$190
Engineer-Scientist-Specialist 4	$205
Engineer-Scientist-Specialist 5	$220
Engineer-Scientist-Specialist 6	$245
Engineer-Scientist-Specialist 7	$275
Engineer-Scientist-Specialist 8	$295
Engineer-Scientist-Specialist 9	$310
Construction Inspector	$185
Senior Construction Inspector	$190
Construction Manager	$205
Senior Construction Manager	$230
CAD-Technician	$130
Senior CAD-Technician	$145
CAD-Designer	$160
Senior CAD-Designer	$175
Project Assistant	$130
Administrative Assistant	$110
Aide	$90

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided through June 30, 2023. Rates will be adjusted annually based on mutually agreed upon increases between the City and Kennedy/Jenks Consultants.

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

56 E. Main Street, Suite 104
Grover Beach, CA 93433
(805) 481-9590
www.yeh-eng.com

STANDARD FEE SCHEDULE
CALIFORNIA
EFFECTIVE JULY 2022

Professional Services:

Classification	Rate
Principal	$ 210/hr
Senior Project Manager, Engineer or Geologist	$ 195/hr
Senior Project Specialist	$ 180/hr
Project Manager, Associate Engineer or Associate Geologist	$ 170/hr
Senior Project Engineer or Geologist	$ 150/hr
Project Engineer or Geologist	$ 135/hr
Senior Staff Engineer or Geologist	$ 125/hr
Staff Engineer or Geologist	$ 110/hr
Engineer or Geologist Intern	$ 70/hr
Resident Construction Engineer	$ 195/hr
Construction Manager	$ 170/hr
Construction Observer	$ 135/hr
Laboratory Supervisor	$ 120/hr
CAD Designer	$ 135/hr
Administrative Assistant	$ 85/hr

Overtime rates for Construction Observation and Office Staff is 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost-plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $350 per hour.

Rates do not include prevailing wages for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	$ 80/day
Automobile Mileage	$ 0.55/mile
Hand Auger Kit	$ 100/day
Slope Inclinometer and readout	$ 125/day

RATES AND COSTS EXHIBIT

MANAGEMENT	Principal	$265.00 - $365.00
	Project Manager	$145.00 - $265.00
	QA/QC Manager	$145.00 - $265.00
DESIGN	Senior Engineer	$145.00 - $265.00
	Associate Engineer	$105.00 - $165.00
	Assistant Engineer	$75.00 - $115.00
	Senior CAD/Detailer	$125.00 - $175.00
	CAD/Detailer	$75.00 - $125.00
	Engineering Technician	$65.00 - $115.00
ENVIRONMENTAL	Environmental Manager	$185.00 - $265.00
	Senior Environmental Planner	$120.00 - $185.00
	Associate Environmental Planner	$95.00 - $135.00
	Environmental Planner	$75.00 - $115.00
PUBLIC OUTREACH	Community Engagement Director	$165.00 - $195.00
	Technical Editor	$105.00 - $165.00
	Graphic Designer	$75.00 - $115.00
RIGHT OF WAY	Right of Way Manager	$155.00 - $175.00
	Senior Right of Way Agent / Specialist	$125.00 - $155.00
	Right of Way Agent / Specialist	$115.00 - $145.00
	Right of Way Administrator / GIS Technician	$75.00 - $115.00
SURVEYING	Professional Land Surveyor	$145.00 - $225.00
	Office Surveyor	$75.00 - $115.00
CONSTRUCTION	Construction Manager	$145.00 - $265.00
	Resident Engineer / Structures Representative	$110.00 - $175.00
	Office Engineer	$110.00 - $175.00
	* Inspector – Day	$125.00 - $175.00
	* Inspector – Night / Saturday / OT	$145.00 - $195.00
	* Inspector – Sunday / Holiday	$165.00 - $225.00

Ordinary supplies and equipment are included in the above hourly rates. The following are considered project-specific items and their cost will be added at the following rates:

Construction Vehicle / Truck	$80/day
Outside Reproduction	Actual Cost
Permit Fees / Public Notice Advertisements	Actual Cost
Record Search Fees / Mapping Fees / Title Reports	Actual Cost
Room and Equipment Rentals	Actual Cost
Traffic Control	Actual Cost
Utility Potholing	Actual Cost

* Classification subject to California Prevailing Wage

RATES AND COSTS EXHIBIT

MNS ENGINEERS INC

2021 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$280
Senior Project/Program Manager	255
Project/Program Manager	225
Assistant Project/Program Manager	185
Senior Project Coordinator	155
Project Coordinator	125

ENGINEERING

Principal Engineer	$240
Lead Engineer	215
Supervising Engineer	200
Senior Project Engineer	190
Project Engineer	170
Associate Engineer	155
Assistant Engineer	140

SURVEYING

Principal Surveyor	$235
Lead Surveyor	225
Senior Survey Project Manager	205
Supervising Surveyor	200
Senior Project Surveyor	180
Project Surveyor	160
Senior Land Title Analyst	155
Associate Project Surveyor	150
Assistant Project Surveyor	130
Party Chief (PW)	155
Chainperson (PW)	135
One-Person Survey Crew (PW)	185

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$255
Senior Construction Manager	235
Senior Resident Engineer	225
Resident Engineer	210
Structure Representative	195
Construction Manager	185
Assistant Resident Engineer	175
Sr. Construction Inspector (PW)	165
Construction Inspector (PW)	156
Office Administrator	105

TECHNICAL SUPPORT

CADD Manager	$175
Supervising Technician	145
Senior Technician	135
Engineering Technician	105

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$160
Management Analyst	135
IT Technician	120
Graphics/Visualization Specialist	100
Administrative Assistant	80

GOVERNMENT SERVICES

City Engineer	$215
Deputy City Engineer	195
Assistant City Engineer	180
Plan Check Engineer	175
Permit Engineer	150
City Inspector	155
Senior City Inspector (PW)	165
City Inspector (PW)	156
Principal Stormwater Specialist	155
Senior Stormwater Specialist	140
Stormwater Specialist	125
Stormwater Technician	115
Building Official	175
Senior Building Inspector	150
Building Inspector	135
Planning Director	185
Senior City Planner	165
Assistant Planner	145
Senior Grant Writer	160
Grant Writer	135
Associate Grant Writer	105
Assistant Grant Writer	85

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

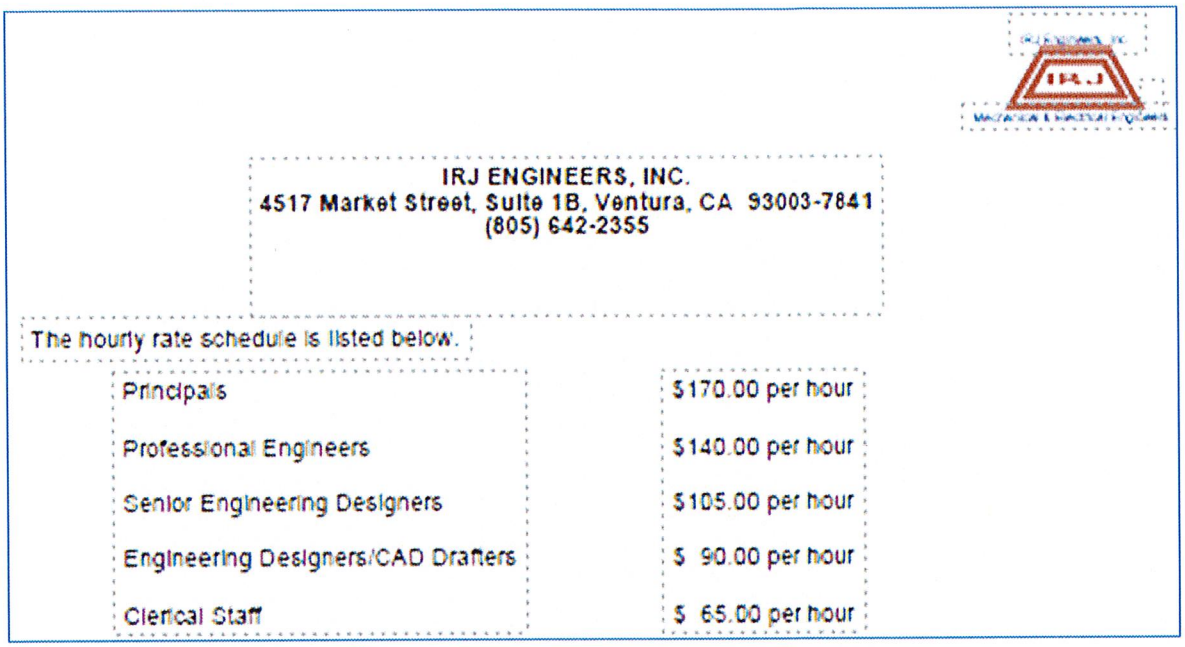
Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2022.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.



IRJ ENGINEERS, INC.
4517 Market Street, Suite 1B, Ventura, CA 93003-7841
(805) 642-2355

The hourly rate schedule is listed below.

Principals	$170.00 per hour
Professional Engineers	$140.00 per hour
Senior Engineering Designers	$105.00 per hour
Engineering Designers/CAD Drafters	$ 90.00 per hour
Clerical Staff	$ 65.00 per hour

SSG Structural Engineers, LLP

EMPLOYEE HOURLY RATE SHEET

Position	Rate
Principal Structural Engineer	$190 / hr
Principal Engineer	$180 / hr
Senior Structural Engineer	$145 / hr
Structural Engineer	$135 / hr
Senior Project Engineer	$125 / hr
Project Engineer	$115 / hr
Staff Engineer	$105 / hr
Production (CAD) Operator	$75 / hr
Production (CAD) Technician	$65 / hr
Administrative Professional	$40 / hr

Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost
(Mileage, Travel, Printing, Shipping, Etc.)

JMPE
ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083

Schedule of Hourly Rates and Fees

Electrical Engineer, Lighting Designer	$200.00 per hour
Electrical Designer, Associate	$160.00 per hour
CAD Drafting	$100.00 per hour
Clerical	$80.00 per hour
Specifications	$90.00 per hour
Cost Estimating	$120.00 per hour

Blueprints	*
Copies	*
Telephone Calls	*
Faxes	*
Mileage	*
Parking	*
Postage	*

*Included in hourly rate structure

627 OLIVE STREET
SANTA BARBARA CA 93101
(805) 569.9216
maloney@jmpe.net
www.jmpe.net

Encompass Consultant Group

EXHIBIT A
BILLING RATES EFFECTIVE FEBRUARY 2, 2025

Engineering

Designer	$125
Senior Designer	$165
Assistant Engineer I	$155
Assistant Engineer II	$165
Associate Engineer	$175
Senior Engineer I	$190
Senior Engineer II	$205
Principal Engineer I	$220
Principal Engineer II	$240

General

Technical/Clerical Support	$95
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$250
(Principal with specialized skills in engineering or geomatics)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Surveying Technician	$125
Assistant Surveyor I	$155
Assistant Surveyor II	$165
Associate Surveyor	$175
Senior Surveyor I	$190
Senior Surveyor II	$205
Principal Surveyor I	$220
Principal Surveyor II	$240
One-Man Survey Crew	$195
Two-Man Survey Crew	$280
Three-Man Survey Crew	$360
One-Man Survey Crew (Prevailing Wage)	$220
Two-Man Survey Crew (Prevailing Wage)	$335
Three-Man Survey Crew (Prevailing Wage)	$475

* The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
* The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

Cost and Rates Exhibit May 2023

AECOM
2023 RATE SCHEDULE FOR PROFESSIONAL SERVICES
Effective October 1, 2022

Engineers, Planners, Architects, Scientists:

Technician	$	98.00
Engineer I/ Specialist I	$	120.00
Engineer II/ Specialist II	$	140.00
Engineer III/ Specialist III	$	155.00
Engineer IV	$	165.00
Engineer V	$	185.00
Engineer VI	$	205.00
Engineer VII	$	220.00
Engineer VIII	$	235.00
Project Manager I/ Senior Engineer I	$	240.00
Project Manager II/ Senior Engineer II	$	260.00
Project Manager III/ Senior Engineer III	$	275.00
Project Manager IV/ Senior Engineer IV	$	295.00

Construction Administration Personnel:

Resident Project Representative	$	160.00
Senior Resident Project Representative	$	190.00
Resident Engineer	$	230.00
Construction Services Manager	$	290.00

Technical Support Staff:

Clerical/ General Office	$	98.00
Administrative Specialist	$	120.00
Drafter/ CADD Technician	$	105.00
Assistant CADD Operator	$	130.00
Designer/ CADD Operator	$	145.00
Senior Designer/ Design CADD Operator	$	170.00
Design/ CADD Supervisor	$	190.00

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction	Cost + 5%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to any annual change in fee schedule.

2023 AECOM FEES (Eff 10-1-22).docx

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective July 1, 2023

Engineers, Planners, Architects, Scientists:

Technician		$	104.00	per hour
Engineer I	Specialist I	$	121.00	per hour
Engineer II	Specialist II	$	137.00	per hour
Engineer III	Specialist III	$	153.00	per hour
Engineer IV		$	165.00	per hour
Engineer V		$	180.00	per hour
Engineer VI		$	202.00	per hour
Engineer VII		$	218.00	per hour
Engineer VIII		$	230.00	per hour
Project Manager I	Senior Engineer I	$	246.00	per hour
Project Manager II	Senior Engineer II	$	263.00	per hour
Project Manager III	Senior Engineer III	$	278.00	per hour
Project Manager IV	Senior Engineer IV / Principal I	$	289.00	per hour
Principal II		$	304.00	per hour

Construction Administration Personnel:

Resident Project Representative	$	159.00	per hour
Senior Resident Project Representative	$	185.00	per hour
Resident Engineer	$	224.00	per hour
Construction Services Manager	$	278.00	per hour

Technical Support Staff:

Clerical/ General Office		$	103.00	per hour
Administrative Specialist		$	118.00	per hour
Drafter	CADD Technician	$	107.00	per hour
CADD Operator		$	130.00	per hour
Designer		$	144.00	per hour
Senior Designer		$	169.00	per hour
CADD Supervisor		$	187.00	per hour

Direct Project Expenses

Subcontracted or Subconsultant Services / Reproduction	Cost + 5%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to any annual change in fee schedule.

2024 AECOM FEES (Eff 07-1-23).docx

Multiple Agreements for On-Call Professional Engineering Services & Design Services

Public Works and Transportation Committee
April 8, 2025

Morgan Kessler, PE
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional engineering services:

1. Agreement 32500432 CSG Consultants, Inc. for a total amount not to exceed $750,000;
2. Agreement 32500438 Encompass Consultant Group, Inc. for a total amount not to exceed $750,000; and
3. Agreement 32500439 Psomas for a total not-to-exceed amount of $750,000.

BACKGROUND

- The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the Capital Improvement Program (CIP).

- Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff.

- It is in the City's interest to have a pool of these contractors available on-call so that work can proceed in fairly short order.

- On-call professional service agreements reduce the amount of time to procure service contractors, and facilitate the timely completion of CIP and other projects.

BACKGROUND

- These specialized services include but are not limited to;
  - General civil engineering design services
  - Producing reports, studies and master plans
  - Conceptual designs
  - Plans, Specifications & Estimates (PS&E)
  - Permitting requirements
  - Budget estimates
  - Preliminary studies
  - Public outreach
  - Renderings and drawings
  - Scopes of work

DISCUSSION

- The Purchasing Department released Request for Proposals (RFP) 25-52 for On-Call Professional Engineering Services & Design Services
  - Released November 12, 2024
  - Due date December 5, 2024

- RFP 25-52 was directly sent to three potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website.

CSG Consultants, Inc.
Encompass Consultant Group, Inc.
Psomas

DISCUSSION

- The qualifications were reviewed by:
  - Engineering Division (Division Manager),
  - Senior Construction Project Manager,
  - Construction Project Manager

- The recommended vendors were determined on the following scoring criteria:
  - Company profile
  - Assigned staff
  - Relevant experience
  - Overall responsiveness

FINANCIAL IMPACT

- Each Agreement shall not exceed $750,000, over five years if all options are extended.
- Funding will be per identified in the CIP, or by Division budget.
- The respective Division/Project Manager will ensure sufficient funding is available for each task.
- Subsequent fiscal year allocations will be requested during the annual budget process.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5

DATE: April 8, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Multiple Agreements for On-Call Professional Surveying Services. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional surveying services:

1. Agreement 32500443 Dudek for a total amount not to exceed $500,000;
2. Agreement 32500444 MNS Engineers, Inc. for a total amount not to exceed $500,000; and
3. Agreement 32500445 Omni Design, Inc. for a total amount not to exceed $500,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dF4XWnYcL7o

BACKGROUND

The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects. Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

Pre-approved on-call professional service agreements reduce the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects. The specific services covered under this request include but are not limited to, general land surveying services, including land title surveys, preparation of plat or maps, field topographic survey, topographic design survey, aerial mapping and photography, research of existing utilities info or base maps, boundary surveys, as-built surveys, construction staking, lot line adjustments, preparation of legal descriptions, and record of survey mapping.

DISCUSSION

On December 4, 2024, the Purchasing Department issued a Request for Proposal (RFP) 25-64 for On-Call Land Surveying Services. The RFP was directly sent to three potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website. Proposals were due January 9, 2025, and a

total of seven proposals were received from the following vendors:

Dudek	Kier & Wright Civil Engineers and Surveyors, Inc.	Omni Design, Inc.
Encompass Consultant Group, Inc.	MNS Engineers, Inc.	Stantec Consulting Services Inc.
KDM Meridian		

A rating and selection process of the proposals was then performed by a panel that consisted of the Engineering Division Manager, a Senior Construction Project Manager, and a Construction Project Manager. Scoring criteria consisted of company profile, qualifications of proposed staff, relevant professional experience and performance, and overall responsiveness that best met the RFP criteria while being consistent with the City's municipal code. After a thorough review, the panel selected three firms to recommend for Agreement awards, with a determination that these vendors are the highest-ranked proposers based on the scoring criteria listed in the RFP and are consistent with the City's Purchasing Policy.

Following further review by the Purchasing Division, it was determined that these vendors meet all required City contractual requirements, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the three recommended vendors are capable of successfully performing On-Call Professional Services to the City.

Professional services under these agreements will be composed of task orders for each individual project assigned by the City and under the supervision of a Project Manager. The task order proposal will identify a concise description of the scope of work to be performed by the consultant, the method by which the consultant plans on completing the work, and a schedule for completion of the work. It is the consultant's responsibility to determine the best and most cost-effective method to complete the work so that the assigned task order can be completed to the satisfaction of the City. Once the City has received all proposals, they will review each and make a selection of the firm based on factors that include price, experience, methods, and 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 each agreement shall not exceed $500,000, respectively, over five years if all extension options are fully executed. Due to the varying amounts of surveying services required year-to-year, it is difficult to go by historical data for calculating the future need of the on-call agreements. However, based on the anticipated CIP project volume over the next five years, the dollar amount of these agreements should sufficiently cover the level of surveying services needed. Funding for individual tasks will be sourced from projects identified in the City Council approved CIP or on rare occasions for City Divisions with non-CIP project requirements (e.g. Facilities division making minor office improvements). The respective Project Manager will ensure sufficient funding is available in the approved budget for related tasks prior to initiating work orders or services performed. Subsequent fiscal year allocations will be requested during the annual budget process.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Agreement 32500443 - Dudek
2. Agreement 32500444 - MNS Engineers, Inc
3. Agreement 32500445 - Omni Design, Inc
4. Prior Agreements Rate Sheets - Land Surveying Services
5. Presentation

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND DUDEK

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Dudek ("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.

On-call Professional Land Surveying Services to assist the City with surveying including, but not limited to, field surveys of boundaries, topographic survey and mapping, property descriptions, easement plats and right-of-way maps, record of survey, and perform other various types of surveying tasks on all types of engineering design and construction projects within the City.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

Dudek, a corporation of the State of California, located at 603 Third Street, Encinitas, CA 92024.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
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: $500,000.00 [1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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	Consultant Designated Representative
Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030, 2nd floor	Name: Steven Hochart Title: Practice Director/Principal in Charge Phone: (805) 202-0022 Email: shochart@dudek.com Address: 605 Third Street, Encinitas, CA 92024

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. **[RESERVED]**

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

DUDEK

Joseph Monaco, Date
President and CEO

Helder Guimaraes,[4] Date
CFO

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 Dudek)

SCOPE OF SERVICES

PROJECT MANAGER:
Petros Gazazyan
(805) 509-9110
petros.gazazyan@oxnard.org

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The Consultant shall ensure the tasks outlined herein are performed by consultants' own responsible representative or designated alternate. The requirements described in this Section are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives.

Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein in achieving the most effective and efficient design and product. The specific methodology by which the work will be accomplished shall be presented in the proposal. The Consultant is expected to expand on this scope in their proposal by incorporating specific areas of expertise and any other tasks required for a specific project and/or proposal requested. The Consultant's proposal may include additional work, shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

The successful Consultant shall, at a minimum, provide all instruments, equipment, tools, personnel, and supervision required to provide the land surveying services as generally described, but not limited, as follows:

Land Surveying Scope of Services

1. ALTA (American Land Title Association) Survey for Land Title Surveys includes:
   - The on-site fieldwork required (Monuments, Rights of Way and Access, Lines of Possession and Improvements along the Boundaries, Buildings, Easements and Servitudes, Cemeteries, and Water Features).
   - The preparation of a plat or map (Field Locations, Boundary, Descriptions,

Dimensions, and Closures, Easements, Servitudes, Rights of Way, Access, Documents, and Presentation) showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor for Records Research.
- Any other information mentioned and defined in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021).

2. Field Topographic Survey to locate all surface features of a property, and depict all natural features and elevations including (but not limited to):
   - Boundary lines, Buildings and Structures, Street Furniture, Trees, bushes, and vegetation, water channels, Ground heights and contours Drainage features, Water levels, and Utility Poles, etc.

3. Topographic Design Survey of the Field Surveys mentioned.

4. Aerial Mapping and Photography:
   - Orthophoto/Orthomosaic
   - DEM (Digital Elevation Model)
   - 3-D Color Point Cloud
   - 3-D Simplified Texture Mesh
   - Contour Lines

5. Research of Existing Utilities Information or Base Maps using the following:
   - California Energy Commission (CEC)
   - Ventura County Public Works Agency (PWA)
   - SoCalGas
   - City of Oxnard (per request)

6. Boundary Surveys
   Consultant to perform a Boundary Survey to determine:

   - Easements for utilities such as water, sewer drainage ways and power lines
   - Encroachments to driveways, fences to boundary lines.

7. As-Built Surveys

8. Construction Staking

9. LAFCO (Local Agency Formation Commission) Mapping/ Descriptions

10. Lot Line Adjustments/ Lot Mergers

11. Preparation of Legal Descriptions

12. Record of Survey Mapping/ Corner Records

The scope of work is further expanded to include the following specific tasks as described:

a. Establish horizontal control based on record data.
b. Establish vertical control based on City of Oxnard County benchmarks.
c. Perform and provide field topographic, cross-section, survey points, and base maps for engineering design purposes.
d. Obtain record maps and centerline information from the County of Ventura.
e. Reduce field data and prepare a topographic map with one (1) foot contour intervals.
f. Plot the location of centerline and right-of-way based on record maps and assessor's maps.
g. Research and plot utilities within the survey area.

All work shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Oxnard.

Services for each contract will be provided on a negotiated fee basis per each work order or specific project request. No minimum amount of work is guaranteed under these agreements. Compensation will be based on a not-to-exceed limit agreed upon by both Consultant and City before work begins.

Submittals required from the surveyor may vary depending on a specific project or request. The surveyor shall be responsible for submittal of, but not limited, to following items described:

a. Unedited files;
b. Converted/ edited files;
c. Traverses and other adjustments;
d. ASCII format (electronic) files;
e. Topographic base maps;
f. Survey maps; and
g. Cut sheets

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Dudek)

SCHEDULE OF COMPENSATION

Engineering Services

Project Director	$355.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$315.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$290.00/hr
Senior Project Manager	$290.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$255.00/hr
Project Engineer IV/Technician IV	$245.00/hr
Project Engineer III/Technician III	$235.00/hr
Project Engineer II/Technician II	$220.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$235.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$215.00/hr
Designer	$210.00/hr
Assistant Designer	$205.00/hr
CADD Operator III	$200.00/hr
CADD Operator II	$190.00/hr
CADD Operator I	$175.00/hr
CADD Drafter	$160.00/hr
CADD Technician	$145.00/hr
Project Coordinator	$170.00/hr
Engineering Assistant	$145.00/hr

Environmental Services

Senior Project Director	$350.00/hr
Project Director	$300.00/hr
Senior Specialist V	$275.00/hr
Senior Specialist IV	$265.00/hr
Senior Specialist III	$250.00/hr
Senior Specialist II	$235.00/hr
Senior Specialist I	$220.00/hr
Specialist V	$210.00/hr
Specialist IV	$195.00/hr
Specialist III	$185.00/hr
Specialist II	$175.00/hr
Specialist I	$165.00/hr
Analyst V	$155.00/hr
Analyst IV	$145.00/hr
Analyst III	$135.00/hr
Analyst II	$125.00/hr
Analyst I	$105.00/hr
Technician IV	$100.00/hr
Technician III	$90.00/hr
Technician II	$80.00/hr
Technician I	$70.00/hr
Project Coordinator II	$170.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$165.00/hr
Survey Lead	$260.00/hr
Survey Manager	$220.00/hr
Survey Crew Chief	$185.00/hr
Survey Rod Person	$145.00/hr
Survey Mapping Technician	$135.00/hr

Construction Management Services

Principal Manager	$215.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$185.00/hr
Project Manager/Construction Management	$175.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$175.00/hr
On-site Owner's Representative	$160.00/hr
Prevailing Wage Inspector	$160.00/hr
Construction Inspector	$150.00/hr
Administrator/Labor Compliance	$125.00/hr

Hydrogeology/HazWaste Services

Project Director	$345.00/hr
Principal Hydrogeologist/Engineer III	$320.00/hr
Principal Hydrogeologist/Engineer II	$310.00/hr
Principal Hydrogeologist/Engineer I	$300.00/hr
Senior Hydrogeologist V/Engineer V	$275.00/hr
Senior Hydrogeologist IV/Engineer IV	$265.00/hr
Senior Hydrogeologist III/Engineer III	$255.00/hr
Senior Hydrogeologist II/Engineer II	$245.00/hr
Senior Hydrogeologist I/Engineer I	$235.00/hr
Project Hydrogeologist V/Engineer V	$225.00/hr
Project Hydrogeologist IV/Engineer IV	$215.00/hr
Project Hydrogeologist III/Engineer III	$205.00/hr
Project Hydrogeologist II/Engineer II	$195.00/hr
Project Hydrogeologist I/Engineer I	$185.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$135.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$215.00/hr
Operations Manager	$165.00/hr
District Secretary/Accountant	$150.00/hr
Collections System Manager	$150.00/hr
Grade V Operator	$140.00/hr
Grade IV Operator	$125.00/hr
Grade III Operator	$115.00/hr
Grade II Operator	$95.00/hr
Grade I Operator	$90.00/hr
Operator in Training	$80.00/hr
Collection Maintenance Worker	$85.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$165.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$185.00/hr
Creative Services III	$160.00/hr
Creative Services II	$145.00/hr
Creative Services I	$130.00/hr
Technical Editor IV	$185.00/hr
Technical Editor III	$160.00/hr
Technical Editor II	$145.00/hr
Technical Editor I	$130.00/hr
Publications Specialist IV	$135.00/hr
Publications Specialist III	$125.00/hr
Publications Specialist II	$115.00/hr
Publications Specialist I	$105.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.
Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

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Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

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Exhibit INS-A

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 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 _____

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EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Dudek)

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, 2024

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, 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, 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 Dudek)

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.

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND MNS ENGINEERS, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of MNS Engineers, 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.

On-call Professional Land Surveying Services to assist the City with surveying including, but not limited to, field surveys of boundaries, topographic survey and mapping, property descriptions, easement plats and right-of-way maps, record of survey, and perform other various types of surveying tasks on all types of engineering design and construction projects within the City.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

MNS Engineers, Inc., a corporation of the State of California, located at 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
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: $500,000.00 [1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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	Consultant Designated Representative
Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030, 2nd floor	Name: Chris Vandrey Title: Project/Contract Manager and Principal Surveyor Phone: (805) 722-2179 Email: cvandrey@mnsengineers.com Address: 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. **[RESERVED]**

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date

☐Jennifer Yates, Purchasing Manager[3]

MNS ENGINEERS, INC.

Jeffrey Edwards, Vice President Date

Miranda Patton,[4] Secretary Date

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 MNS Engineers, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:
Petros Gazazyan
(805) 509-9110
petros.gazazyan@oxnard.org

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The Consultant shall ensure the tasks outlined herein are performed by consultants' own responsible representative or designated alternate. The requirements described in this Section are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives.

Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein in achieving the most effective and efficient design and product. The specific methodology by which the work will be accomplished shall be presented in the proposal. The Consultant is expected to expand on this scope in their proposal by incorporating specific areas of expertise and any other tasks required for a specific project and/or proposal requested. The Consultant's proposal may include additional work, shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

The successful Consultant shall, at a minimum, provide all instruments, equipment, tools, personnel, and supervision required to provide the land surveying services as generally described, but not limited, as follows:

Land Surveying Scope of Services

1. ALTA (American Land Title Association) Survey for Land Title Surveys includes:
   - The on-site fieldwork required (Monuments, Rights of Way and Access, Lines of Possession and Improvements along the Boundaries, Buildings, Easements and Servitudes, Cemeteries, and Water Features).
   - The preparation of a plat or map (Field Locations, Boundary, Descriptions,

Dimensions, and Closures, Easements, Servitudes, Rights of Way, Access, Documents, and Presentation) showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor for Records Research.
- Any other information mentioned and defined in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021).

2. Field Topographic Survey to locate all surface features of a property, and depict all natural features and elevations including (but not limited to):
   - Boundary lines, Buildings and Structures, Street Furniture, Trees, bushes, and vegetation, water channels, Ground heights and contours Drainage features, Water levels, and Utility Poles, etc.

3. Topographic Design Survey of the Field Surveys mentioned.

4. Aerial Mapping and Photography:
   - Orthophoto/Orthomosaic
   - DEM (Digital Elevation Model)
   - 3-D Color Point Cloud
   - 3-D Simplified Texture Mesh
   - Contour Lines

5. Research of Existing Utilities Information or Base Maps using the following:
   - California Energy Commission (CEC)
   - Ventura County Public Works Agency (PWA)
   - SoCalGas
   - City of Oxnard (per request)

6. Boundary Surveys
   Consultant to perform a Boundary Survey to determine:

   - Easements for utilities such as water, sewer drainage ways and power lines
   - Encroachments to driveways, fences to boundary lines.

7. As-Built Surveys

8. Construction Staking

9. LAFCO (Local Agency Formation Commission) Mapping/ Descriptions

10. Lot Line Adjustments/ Lot Mergers

11. Preparation of Legal Descriptions

12. Record of Survey Mapping/ Corner Records

The scope of work is further expanded to include the following specific tasks as described:

a. Establish horizontal control based on record data.
b. Establish vertical control based on City of Oxnard County benchmarks.
c. Perform and provide field topographic, cross-section, survey points, and base maps for engineering design purposes.
d. Obtain record maps and centerline information from the County of Ventura.
e. Reduce field data and prepare a topographic map with one (1) foot contour intervals.
f. Plot the location of centerline and right-of-way based on record maps and assessor's maps.
g. Research and plot utilities within the survey area.

All work shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Oxnard.

Services for each contract will be provided on a negotiated fee basis per each work order or specific project request. No minimum amount of work is guaranteed under these agreements. Compensation will be based on a not-to-exceed limit agreed upon by both Consultant and City before work begins.

Submittals required from the surveyor may vary depending on a specific project or request. The surveyor shall be responsible for submittal of, but not limited, to following items described:

a. Unedited files;
b. Converted/ edited files;
c. Traverses and other adjustments;
d. ASCII format (electronic) files;
e. Topographic base maps;
f. Survey maps; and
g. Cut sheets

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and MNS Engineers, Inc.)

SCHEDULE OF COMPENSATION

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$360
Senior Project/Program Manager	340
Project/Program Manager	290
Assistant Project/Program Manager	270
Senior Project Coordinator	205
Project Coordinator	175

ENGINEERING

Principal Engineer	$320
Lead Engineer	285
Supervising Engineer	270
Senior Project Engineer	250
Project Engineer	220
Associate Engineer	200
Assistant Engineer	185

SURVEYING

Principal Surveyor	$295
Lead Surveyor	285
Supervising Surveyor	242
Senior Project Surveyor	220
Project Surveyor	195
Associate Project Surveyor	185
Assistant Project Surveyor	170
Party Chief (PW)	200
Chainperson (PW)	170
One-Person Survey Crew (PW)	235

TECHNICAL SUPPORT

CADD Manager	$220
Supervising Technician	190
Senior Technician	180
Engineering Technician	135

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$350
Senior Construction Manager	305
Senior Resident Engineer	280
Resident Engineer	265
Structure Representative	265
Construction Manager	245
Assistant Resident Engineer	225
Sr. Construction Inspector (PW)	195
Construction Inspector (PW)	185
Office Administrator	140

PLANNING

Planning Director	$250
City Planner/Planning Manager	230
Principal Planner	215
Senior Planner	200
Associate Planner	170
Assistant Planner	140
Planning Technician	120

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$205
Management Analyst	175
IT Technician	160
Graphics/Visualization Specialist	170
Administrative Assistant	110

GOVERNMENT SERVICES

City Engineer	$280
Deputy City Engineer	250
Assistant City Engineer	235
Plan Check Engineer	195
Permit Engineer	185
City Inspector	175
Senior City Inspector (PW)	195
City Inspector (PW)	185
Principal Stormwater Specialist	200
Senior Stormwater Specialist	190
Stormwater Specialist	180
Stormwater Technician	160
Building Official	265
Senior Building Inspector	210
Building Inspector	185
Senior Grant Writer	200
Grant Writer	190
Associate Grant Writer	170
Assistant Grant Writer	150

DIRECT EXPENSES Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost. Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

OVERTIME Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS Engineers, 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

Rev. 1/23 INS-A.doc

Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

Rev. 1/23 INS-A.doc

Exhibit INS-A

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 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 _____

Rev. 1/23 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and MNS Engineers, 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, 2024

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, 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, 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 MNS Engineers, 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.

ON-CALL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF OXNARD AND OMNI DESIGN, INC.

By This On-Call Professional Services Agreement ("Agreement"), the City of Oxnard ("City") agrees to engage the Services of Omni Design, 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.

On-call Professional Land Surveying Services to assist the City with surveying including, but not limited to, field surveys of boundaries, topographic survey and mapping, property descriptions, easement plats and right-of-way maps, record of survey, and perform other various types of surveying tasks on all types of engineering design and construction projects within the City.

The Services to be performed pursuant to this agreement will be limited to the particular professional services that are identified in the Scope of Services, attached hereto as Exhibit A. Consultant has been prequalified to perform the particular services required by the City and the City shall issue Task Orders describing the particular project or services required by the City to the prequalified consultants and consultants shall submit a responsive proposal to the City's Project Manager.

Consultant is not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this on-call agreement.

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.

Omni Design, Inc., a corporation of the State of Delaware, with an office located at 1326 Chorro Street, San Luis Obispo, CA 93401.

4. TERM OF AGREEMENT: From: April 30, 2025 To: April 29, 2026

A. Time is of the essence in this Agreement
B. The City shall have the option to exercise (4) consecutive (1) one-year term extensions, in accordance with the scope of work and terms and conditions of this Agreement. Any price negotiations, if allowed, shall be negotiated at the time of contract extension.
C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
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: $500,000.00 [1]

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 and Task Order Template
Exhibit B: Schedule of Compensation
Exhibit C: Insurance Requirements: City Insurance Exhibit INS-A
Exhibit D: Living Wage Policy
Exhibit E: Prevailing Wage Policy

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	Consultant Designated Representative
Name: Petros Gazazyan Title: Construction Project Manager Phone: (805) 509-9110 Email: petros.gazazyan@oxnard.org Address: 305 W. 3rd Street, Oxnard, CA 93030, 2nd floor	Name: Juan Pablo Cal y Mayor Title: CEO and Secretary Phone: (805) 544-9700 Email: jcalymayor@omnidesign.us Address: 1326 Chorro Street, San Luis Obispo, CA 93401

[1] This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. **CONTRACTUAL PREREQUSITIES.** 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 the City.
    B. All proof of a City tax certificate, insurance, and W-9 forms is required prior to execution of this Agreement.
    C. 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 only the type or category of services as set forth in the "Scope of Services," and pursuant to the information contained in the Task Orders issued pursuant to this agreement.
    B. Task Orders may only be modified in writing by the City's Project Manager or Designated Representative.
    C. The Services issued pursuant to a Task Order shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Consultant hereby designates as its Project Manager, the individual identified in Section 7 of this Agreement, as the person responsible for the Services who shall coordinate with City's Project Manager in executing the Scope of Services and Task Order(s) under this Agreement.
    D. Under no circumstances shall the Consultant exceed the amount stated in the City's Task Order or perform additional work or services that are not included in the Task Order

10. **COMPENSATION.** City shall pay Consultant for the Services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Consultant's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Consultant perform work in excess of the amount stated in the Task Order or the not to exceed amount 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.

A. The maximum not to exceed amount for any individual Task Order issued pursuant to this Agreement shall be $100,000.00 per Task Order or $200,000, if the Task Order is associated with an identified and approved Capitol Improvement Project.
B. Annual Rate and Fees adjustments must be requested in writing and shall not exceed 3% and are subject to approval by the City. Annual adjustments shall apply to Task Orders issued after the adjustment is approved and not retroactively to in progress Task Orders.

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. 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 or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

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 T 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 and Task Orders 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 or Task Order; 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 A 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 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 D" 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 E" 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. **[RESERVED]**

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 or Task Order 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 or Task Orders 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

☐Luis Mc Arthur, Mayor[2] Date
☐Jennifer Yates, Purchasing Manager[3]

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor authorizes)

APPROVED AS TO FORM:

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

OMNI DESIGN, INC.

David Marchell, CEO Date

Juan Pablo Cal y Mayor,[4] Date
Secretary

[2] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[3] The Purchasing Agent may execute any authorized agreement up to $220,000.

[4] 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 Omni Design, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER:
Petros Gazazyan
(805) 509-9110
petros.gazazyan@oxnard.org

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The Consultant shall ensure the tasks outlined herein are performed by consultants' own responsible representative or designated alternate. The requirements described in this Section are neither limited nor comprehensive in nature but are the minimum necessary to meet the City's objectives.

Detailed work procedures are not included in the Scope of Work. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein in achieving the most effective and efficient design and product. The specific methodology by which the work will be accomplished shall be presented in the proposal. The Consultant is expected to expand on this scope in their proposal by incorporating specific areas of expertise and any other tasks required for a specific project and/or proposal requested. The Consultant's proposal may include additional work, shown separately in the fee proposal as alternate options, if in the Consultant's opinion such requirements are reasonable and necessary to meet the intent of this RFP.

The successful Consultant shall, at a minimum, provide all instruments, equipment, tools, personnel, and supervision required to provide the land surveying services as generally described, but not limited, as follows:

Land Surveying Scope of Services

1. ALTA (American Land Title Association) Survey for Land Title Surveys includes:
   - The on-site fieldwork required (Monuments, Rights of Way and Access, Lines of Possession and Improvements along the Boundaries, Buildings, Easements and Servitudes, Cemeteries, and Water Features).
   - The preparation of a plat or map (Field Locations, Boundary, Descriptions, Dimensions, and Closures, Easements, Servitudes, Rights of Way, Access,

Documents, and Presentation) showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor for Records Research.
- Any other information mentioned and defined in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021).

2. Field Topographic Survey to locate all surface features of a property, and depict all natural features and elevations including (but not limited to):
   - Boundary lines, Buildings and Structures, Street Furniture, Trees, bushes, and vegetation, water channels, Ground heights and contours Drainage features, Water levels, and Utility Poles, etc.

3. Topographic Design Survey of the Field Surveys mentioned.

4. Aerial Mapping and Photography:
   - Orthophoto/Orthomosaic
   - DEM (Digital Elevation Model)
   - 3-D Color Point Cloud
   - 3-D Simplified Texture Mesh
   - Contour Lines

5. Research of Existing Utilities Information or Base Maps using the following:
   - California Energy Commission (CEC)
   - Ventura County Public Works Agency (PWA)
   - SoCalGas
   - City of Oxnard (per request)

6. Boundary Surveys
   Consultant to perform a Boundary Survey to determine:

   - Easements for utilities such as water, sewer drainage ways and power lines
   - Encroachments to driveways, fences to boundary lines.

7. As-Built Surveys

8. Construction Staking

9. LAFCO (Local Agency Formation Commission) Mapping/ Descriptions

10. Lot Line Adjustments/ Lot Mergers

11. Preparation of Legal Descriptions

12. Record of Survey Mapping/ Corner Records

The scope of work is further expanded to include the following specific tasks as described:

a. Establish horizontal control based on record data.
b. Establish vertical control based on City of Oxnard County benchmarks.
c. Perform and provide field topographic, cross-section, survey points, and base maps for engineering design purposes.
d. Obtain record maps and centerline information from the County of Ventura.
e. Reduce field data and prepare a topographic map with one (1) foot contour intervals.
f. Plot the location of centerline and right-of-way based on record maps and assessor's maps.
g. Research and plot utilities within the survey area.

All work shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California at all times while under contract with the City of Oxnard.

Services for each contract will be provided on a negotiated fee basis per each work order or specific project request. No minimum amount of work is guaranteed under these agreements. Compensation will be based on a not-to-exceed limit agreed upon by both Consultant and City before work begins.

Submittals required from the surveyor may vary depending on a specific project or request. The surveyor shall be responsible for submittal of, but not limited, to following items described:

a. Unedited files;
b. Converted/ edited files;
c. Traverses and other adjustments;
d. ASCII format (electronic) files;
e. Topographic base maps;
f. Survey maps; and
g. Cut sheets

City of Oxnard
Insert Department Name
305 West Third Street, East Wing Oxnard, California 93030

TASK ORDER

All Task Orders must include a copy of the vendor proposal/estimate

Task Order No.:	Agreement No.:
Task Order NTE Amount:	Agreement NTE Amount:
City Purchase Order No.:	Agreement Type:
Prime Consultant:	Subconsultant(s):

PROJECT TITLE OR SPECIFICATION NO.:

PROJECT DESCRIPTION:

DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS TASK ORDER:

TIME FOR COMPLETION OF SERVICES UNDER THIS TASK ORDER:

COMPENSATION FOR SERVICES SHALL NOT EXCEED THE TASK ORDER NTE AMOUNT.

City Project Manager:

Consultant Project Manager:

Services under this Task Order shall not proceed until this Task Order is executed by the City and Consultant and the City issues a Notice to Proceed. This Task Order may only be modified in writing and subject to City approval. Consultant shall not exceed the scope of the task order or NTE amount.

City of Oxnard [Consultant]

[designated rep]	Date	[Name & Title]	Date
Insert Department Assistant Director/Director	Date	[Name & Title]	Date

For internal City Use Only

Account Number and Project Number	*Example 1011234-53200-CXXXX*

On-Call PSA/GSA 2024

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT
(CITY of Oxnard and Omni Design, Inc.)

SCHEDULE OF COMPENSATION

PROFESSIONAL & ADMINISTRATIVE SERVICES	PER HOUR
Principal Architect/Engineer/Surveyor	$220
Project Manager Engineering	$189
Project Manager Architecture/Surveyor	$178
Architect/Engineer/Surveyor Level III	$140
Architect/Engineer/Surveyor Level II	$130
Architect/Engineer/Surveyor Level I	$120
Clerical	$85
Expert Witness/Court Appearances	$300
CAD	
Draftsman	$120
FIELD/SITE SERVICES	
QSP Storm Water Inspection	$170
Field Monitoring Services	$170
1-Person GPS/Robot/Field Survey Crew	$160
2-Person Survey/GPS/Field Survey Crew	$240
2-Person Prevailing Wage Survey/GPS/Field Survey Crew	$375

- Minimum field survey time shall be four (4) hours.
- Standard Mileage rate is .75 per business mile.

PRINTING CHARGES/UNIT COST EACH

24X36 Bond Plots-$5.00, 30x42 Bond Plots-$7.50, 8.5x11Copies-$0.25,11x17 Copies-$0.50, Mylar Plot-$10.00

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Omni Design, 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-A

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

Exhibit INS-A

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 PRODUCTS COMP/OP AGG . PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

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Exhibit INS-A

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

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

Name: _____
Address: _____
_____
Telephone: (____) _____

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD % 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: _____

Rev. 1/23 INS-A.doc

Exhibit INS-A

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 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 _____

Rev. 1/23 INS-A.doc

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT
(CITY of Oxnard and Omni Design, 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, 2024

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, 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, 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 Omni Design, 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.

Encompass Consultant Group

EXHIBIT A
BILLING RATES EFFECTIVE FEBRUARY 2, 2025

Engineering

Designer	$125
Senior Designer	$165
Assistant Engineer I	$155
Assistant Engineer II	$165
Associate Engineer	$175
Senior Engineer I	$190
Senior Engineer II	$205
Principal Engineer I	$220
Principal Engineer II	$240

General

Technical/Clerical Support	$95
Testimony (Trial or Deposition)	2.5 x Hourly Rate
Special Consultant	$250
(Principal with specialized skills in engineering or geomatics)	
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

Geomatics (Surveying & Mapping)

Surveying Technician	$125
Assistant Surveyor I	$155
Assistant Surveyor II	$165
Associate Surveyor	$175
Senior Surveyor I	$190
Senior Surveyor II	$205
Principal Surveyor I	$220
Principal Surveyor II	$240
One-Man Survey Crew	$195
Two-Man Survey Crew	$280
Three-Man Survey Crew	$360
One-Man Survey Crew (Prevailing Wage)	$220
Two-Man Survey Crew (Prevailing Wage)	$335
Three-Man Survey Crew (Prevailing Wage)	$475

* The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
* 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
* The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

RATES AND COSTS EXHIBIT

KIER+WRIGHT

HOURLY RATE SCHEDULE

	2021-2022	2022-2023 (3% Inc.)	2023-2024 (3% Inc.)	2024-2025 (3% Inc.)
Principal	269.00	277.00	285.00	294.00
Principal Engineer	244.00	251.00	259.00	267.00
Senior Engineer Manager	225.00	232.00	239.00	246.00
Technical Manager	225.00	232.00	239.00	246.00
Senior Engineer	212.00	218.00	225.00	232.00
Engineer III	198.00	204.00	210.00	216.00
Engineer II	165.00	170.00	175.00	180.00
Engineer I	137.00	141.00	145.00	149.00
Senior Survey Construction Manager	219.00	226.00	233.00	240.00
Senior Land Surveyor	219.00	226.00	233.00	240.00
Project Surveyor III	196.00	202.00	208.00	214.00
Project Surveyor II	158.00	163.00	168.00	173.00
Project Surveyor I	135.00	139.00	143.00	147.00
Survey Coordinator	187.00	193.00	199.00	205.00
Engineering Tech III	178.00	183.00	188.00	194.00
Engineering Tech II	161.00	166.00	171.00	176.00
Engineering Tech I	150.00	155.00	160.00	165.00
Draftsman/Survey Tech III	137.00	141.00	145.00	149.00
Draftsman/Survey Tech II	113.00	116.00	119.00	123.00
Draftsman/Survey Tech I	105.00	108.00	111.00	114.00
3-Man Survey Crew	392.00	404.00	416.00	428.00
2-Man Survey Crew	310.00	319.00	329.00	339.00
1-Man Survey Crew	191.00	197.00	203.00	209.00
Testimony (Trial or Deposition)	524.00	540.00	556.00	573.00
Project Coordinator III	129.00	133.00	137.00	141.00
Project Coordinator II	112.00	115.00	118.00	122.00
Project Coordinator I	98.00	101.00	104.00	107.00
Engineering/Survey Intern	57.00	59.00	61.00	63.00
3D Laser Scanning Crew	382.00	393.00	405.00	417.00

Multiple Agreements for On-Call Professional Land Surveying Services

Public Works and Transportation Committee
April 8, 2025

Morgan Kessler, PE
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements, each with an initial term of one year from April 30, 2025, to April 29, 2026, with an option for four consecutive one-year period extensions ending April 29, 2030, for on-call professional land surveying services:

1. Agreement 32500443 Dudek for a total amount not to exceed $500,000;
2. Agreement 32500444 MNS Engineers, Inc. for a total amount not to exceed $500,000; and
3. Agreement 32500445 Omni Design, Inc. for a total not-to-exceed amount of $500,000.

BACKGROUND

- The Public Works Department (PW) utilizes professional consulting firms to provide licensed, technical expertise in various disciplines that support the development and implementation of the Capital Improvement Program (CIP) as well as other non-CIP projects.

- Utilization of these specialized contractors is necessary to provide services that supplement the skills and experience of City staff. It is in the City's interest to have a pool of these professional service contractors available on-call for a range of technical disciplines so that services can be procured, and needed work can proceed, in fairly short order.

- Having pre-approved on-call professional service agreements reduces the amount of time necessary to procure service contractors and thus facilitate the timely completion of certain categories of CIP and other projects.

BACKGROUND

- These specialized services include but are not limited to;
  - On-Site fieldwork (Monuments, Rights of Way and Access, Improvements along Boundaries, Buildings, Easements…)
  - Preparation of plats/maps
  - Field Topographic Survey
  - Topographic Design Survey
  - Aerial Mapping and Photography
  - Research of Existing Utilities Information or Base Maps
  - Boundary Surveys
  - As-Built Surveys
  - Construction Staking
  - Lot Line Adjustments/Lot Mergers
  - Preparation of Legal Descriptions
  - Record of Survey Mapping

DISCUSSION

- The Purchasing Department released Request for Proposals (RFP) 25-64 for On-Call Professional Land Surveying Services
  - Released December 4, 2024
  - Due date January 9, 2025

- RFP 25-64 was directly sent to three potential vendors and published on www.PublicPurchase.com as well as the City's Purchasing website, and a total of 7 proposals were received

Dudek	Omni Design, Inc.	KDM Meridian
Encompass Consultant Group, Inc.	Stantec Consulting Services Inc.	Kier & Wright Civil Engineers and Surveyors, Inc.
MNS Engineers, Inc.		

DISCUSSION

- The qualifications were reviewed by:
  - Engineering Division (Division Manager),
  - Senior Construction Project Manager,
  - Construction Project Manager

- A determination of the previously recommended vendors to be the highest ranked proposers based on scoring the following scoring criteria:
  - Company profile
  - Assigned staff
  - Relevant experience
  - Overall responsiveness

FINANCIAL IMPACT

- Each agreement shall not exceed $500,000 over five years, if options are fully extended.
- Funding for individual tasks will be sourced from projects identified in the CIP
- The respective Division/Project Manager will ensure sufficient funding is available for tasks.
- Subsequent fiscal year allocations will be requested during the annual budget process.

CITY OF OXNARD CALIFORNIA

End of Presentation

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.6

DATE: April 8, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Three General Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide Street and Median Landscapes. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year extensions ending June 30, 2030, for landscape maintenance services in Citywide Street and Median Landscapes:

1. Agreement 32500412 for a total amount not to exceed $3,819,000;
2. Agreement 32500413 for a total amount not to exceed $4,294,000; and
3. Agreement 32500414 for a total amount not to exceed $3,527,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/LjoBWi74MVU

BACKGROUND

Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of 15 full-time Groundworker I/II positions from the Public Works Department. After the passing of Measure E in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks through contract services. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor. This allowed the remaining maintenance staff the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine contract maintenance, as well as street landscape improvements, renovating landscapes, and repairing and modernizing the irrigation systems. To provide equal levels of service, the City was divided into three contract areas (regions) consisting of approximately equal amounts of street landscaping, and then bids were solicited for each contract area. In addition to providing equal levels of service, having three contract areas also provides the flexibility to solicit a new contractor for one of the Agreements, in the event of the contractor underperforming in that region, without disrupting services in the other contract areas of the City.

On June 29, 2021, the City Council approved two Agreements to Garcia's Landscapes as the lowest responsive bidder for Regions 1 and 3 and an Agreement to Mariposa Landscapes, Inc. as the lowest responsive bidder for Region 2. The original not-to-exceed amount for all three Agreements, which provided monthly street landscape maintenance, was $6,025,000 for the three-year terms ending June 30, 2024. Each of these Agreements was amended by the City Council in 2022 to increase the levels of service to twice per month and

then, in 2024, extend each term for one additional year. The three Street and Median Landscape Maintenance Agreements will expire on June 30, 2025. The not-to-exceed amount for all three Agreements during the four-year terms is $9,967,000, with an estimated final expense of $9,624,276 for the service performed. This table shows the final monthly rates for services in each region:

Region	Contractor / Agreement	Final Monthly Cost
1	Garcia's A-8344	$69,310*
2	Mariposa A-8345	$71,808*
3	Garcia's A-8346	$74,935*
	TOTAL MONTHLY	**$216,053***

* These are the adjusted rates that were changed in July 2022 for additional maintenance areas within each region and increasing the maintenance frequency from once per month to twice per month.

DISCUSSION

On December 4, 2024, the City released a Request For Bid (RFB No. 25-61) for Landscape Maintenance Services within the City Street and Median Landscapes. Outreach efforts included direct notifications to five potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website. The City solicited a bid for each of the three regions. The three Agreements provide weekly services for arterial street landscape maintenance that include: some turf management, shrub and ground cover pruning, hardscape maintenance, litter and debris removal, weed control, minor tree care, and "Additional Services".

The "Additional Services" for all three agreements provide additional contract capacity and flexibility for on-call landscape maintenance and debris removal services, which are outside of the scheduled routine maintenance services. These additional services will only be performed with an approved Task Order from staff and verification of the approved contract costs and available funds. The City currently uses multiple agreements with different vendors to complete on-call landscape services. As these Agreements expire, consolidating these services into newly awarded landscape agreements will increase efficiency, along with eliminating the time required to solicit for these on-call services. The "Additional Services" are budgeted at 50% of each fiscal year. However, there is no guarantee to the contractor that these services will be requested or performed. Payment for these services will only be paid after a Task Order is issued and the requested service has been verified by staff as completed.

On December 11, 2024, the City held a mandatory job walk with potential bidders. This allowed Staff to clarify any questions from the contractors and go over the expectations of the Scope of Services that provide weekly maintenance services throughout the street landscapes. Seven contractors attended the job walk. The deadline for submitting proposals was January 7, 2025, and the City received a total of six proposals. GreenCoast Landscapes Inc. ("GreenCoast") provided the lowest responsible bid for each of the three contract areas. The monthly bid amounts from each contractor to provide weekly services within all three regions of the Street and Median Landscape Maintenance are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$121,790.00*
Natural Green Landscape	$138,643.00
Mariposa Landscapes	$170,984.00

Garcia's Landscape	$180,177.00
Four Seasons	$208,000.00
JAS Landscape	$305,000.00

*The total monthly bid amount from GreenCoast for weekly service is $94,263 less per month than the current agreements for twice-monthly service.

On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements as stated in the contract documents. Staff has confirmed that GreenCoast meets all the required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Additionally, GreenCoast currently has an Agreement with the City that provides landscape services for the Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center. Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement. 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.

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 all three Agreements with GreenCoast Landscapes Inc. shall not exceed $11,640,000 during the maximum five-year term if extended for all years. Funding for FY 2025-26 and the subsequent fiscal years will be requested through the annual budget process. The not-to-exceed amount for year one provides capacity for "Additional Service" to perform on-call landscape tasks as well as modify the service frequencies. These services will only be authorized by staff through Task Orders for additional site visits, landscape maintenance, debris control, and weather events within the specified Scope of Services. The Agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year. Therefore, these annual not-to-exceed amounts are calculated at a maximum of 3% per year, if authorized by the City.

Region	**Account**	**FY 2025-26**	**FY 2026-27**	**FY 2027-28**	**FY 2028-29**	**FY 2029-30**	**Total**
32500412 Region 1	1013304-53200	$ 480,000	$ 494,000	$ 509,000	$ 524,000	$ 538,000	**$ 2,545,000**
Additional Services Region 1	1013304-53200	$ 240,000	$ 247,000	$ 255,000	$ 262,000	$ 270,000	**$ 1,274,000**
32500413 Region 2	1013304-53200	$ 540,000	$ 556,000	$ 573,000	$ 590,000	$ 604,000	**$ 2,863,000**

Additional Services Region 2	1013304-53200	$ 270,000	$ 278,000	$ 287,000	$ 295,000	$ 301,000	**$ 1,431,000**
32500414 Region 3	1013304-53200	$ 444,000	$ 456,000	$ 470,000	$ 484,000	$ 496,000	**$ 2,350,000**
Additional Services Region 3	1013304-53200	$ 222,000	$ 228,000	$ 235,000	$ 242,000	$ 250,000	**$ 1,177,000**
	Total	**$2,196,000***	**$2,259,000**	**$2,329,000**	**$2,397,000**	**$2,459,000**	**$ 11,640,000**

*Current annual cost for all three regions for twice monthly services and no “As-Needed” services is $2,592,636.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500412 GreenCoast Landscapes Inc - Streets Region 1
2. Agreement 32500413 GreenCoast Landscapes Inc - Streets Region 2
3. Agreement 32500414 GreenCoast Landscapes Inc - Streets Region 3
4. 25-61 Streets and Median Landscape Maintenance Tabulation Sheet
5. Prior Agreements - Medians Landscape Rates
6. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for Streets and Medians landscape maintenance (Region 1).

2. PARTIES.

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

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 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.

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: $3,819,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City 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 Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

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 4 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.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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 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.**

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 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 or employees are in any manner agents 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. 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.

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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

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.

30. 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 F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit H.** Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms that uniquely identify them as crew members assigned to this Agreement. If the Service Provider maintains contracts with HOAs or businesses within the City, the Service Provider shall be required to have their staff wearing uniforms which clearly

identify them from other Service Provider's staff working in the HOA or business areas. Uniforms shall be agreed upon between Service Provider and the City prior to the start of any work.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.

v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.

vi. Service Provider to schedule work to conform to all applicable City Ordinances.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.

viii. Work using power equipment will not be performed adjacent to residential housing before 8:00a.m.

ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider i.e. irrigation boxes being damaged or destroyed by mower blades.

x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.

xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.

xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, etc. that is caused by the Service Providers error. Replacement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this Agreement. Service Provider is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies

are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules and at the expense of the Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Service Provider elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-of-way.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope which may include but is not limited to:

i. Hauling

ii. Chemicals
iii. Dumping
iv. Trash bags
v. Seed
vi. Batteries
vii. Insecticides
viii. Herbicides
ix. Fertilizers
x. Fuel

And any other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these Agreement documents.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management: Routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weeding, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Tree Maintenance: Proactively prune Queens Palms only.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as

soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City in writing within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain planters free from weeds which includes, but is not limited to, Poa Annua, Nutsedge, Horseweed, Kikuyu grass, or

other invasive crop damaging weeds. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. Herbicides must be applied at maximum rates unless advised by the City.
iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
iv. Herbicide cost should be figured into the base bid.
v. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
vi. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vii. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
viii. Service Provider 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.
ix. Tree wells should be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be

pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.

iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Maintenance

i. Service Provider to proactively trim Queen Palms that can be reached with a pole saw up to 20' from the ground. All other trees are the responsibility of the City.
ii. Palm tree pruning consists of the removal of all dead fronds, fruit clusters and other vegetation from the trunks of all Queen Palms.
iii. All debris from pruning shall be removed from the site and disposed of.
iv. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc.

ii. Cleaning - removal of debris by blowing from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite)as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least ½ full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not

need changing, but has fallen to the bottom of the can, the liner will be properly secured.

vii. If loose trash is present under the liner in the receptacle. Contractor is responsible for removing, when changing the liner.

viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.

ix. Contractor to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.

ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and methods of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing

ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.

iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - 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. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
xiv. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xvi. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvii. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xviii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.
xix. Riprap Clean Up - Use of an aquatic safe herbicide for the knockdown of weeds and subsequent removal of plant material, trash and debris. Price shall

be per service and shall be for one service of the full length of the riprap around the island.

5.3 Landscape Renovations

i. Planter Bed Renovation - on a per square foot basis, Service Provider shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform

in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 1 (Weekly)	$ 39,960.00 /Monthly

Hourly rate as-needed	$ 40.00 /Hour
Hourly Irrigation Tech rate as-needed	$ 45.00 /Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.	

Overseeding	$ 250.00 /1000 sq ft
Power washing	$ 220.00 /1000 sq ft
Aeration	$ 95.00 /1000 sq ft
Dethatching	$ 95.00 /1000 sq ft
Mulch (Install)	$ 1.00 /cu ft
Decomposed Granite (Install)	$ 1.75 /cu ft
Landscape pavers (Install)	$ 6.50 /sq ft
Stones (Install)	$ 18.00 /unit
Sod (Install)	$ 1.50 /sq ft
Sod Cutting	$ 1.00 /sq ft
Edging/Line trimming	$ 0.05 /ln ft
Landscape Drainage	$ 8.00 /ln ft
Weed Control	$ 100.00 /1000 sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

Exhibit INS-D

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

COVERAGES

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

REGION 1 WORK DETAIL: PAGE 1 OF 34, AUTO CENTER 1





MAINTENANCE TOTALS

REGION 1

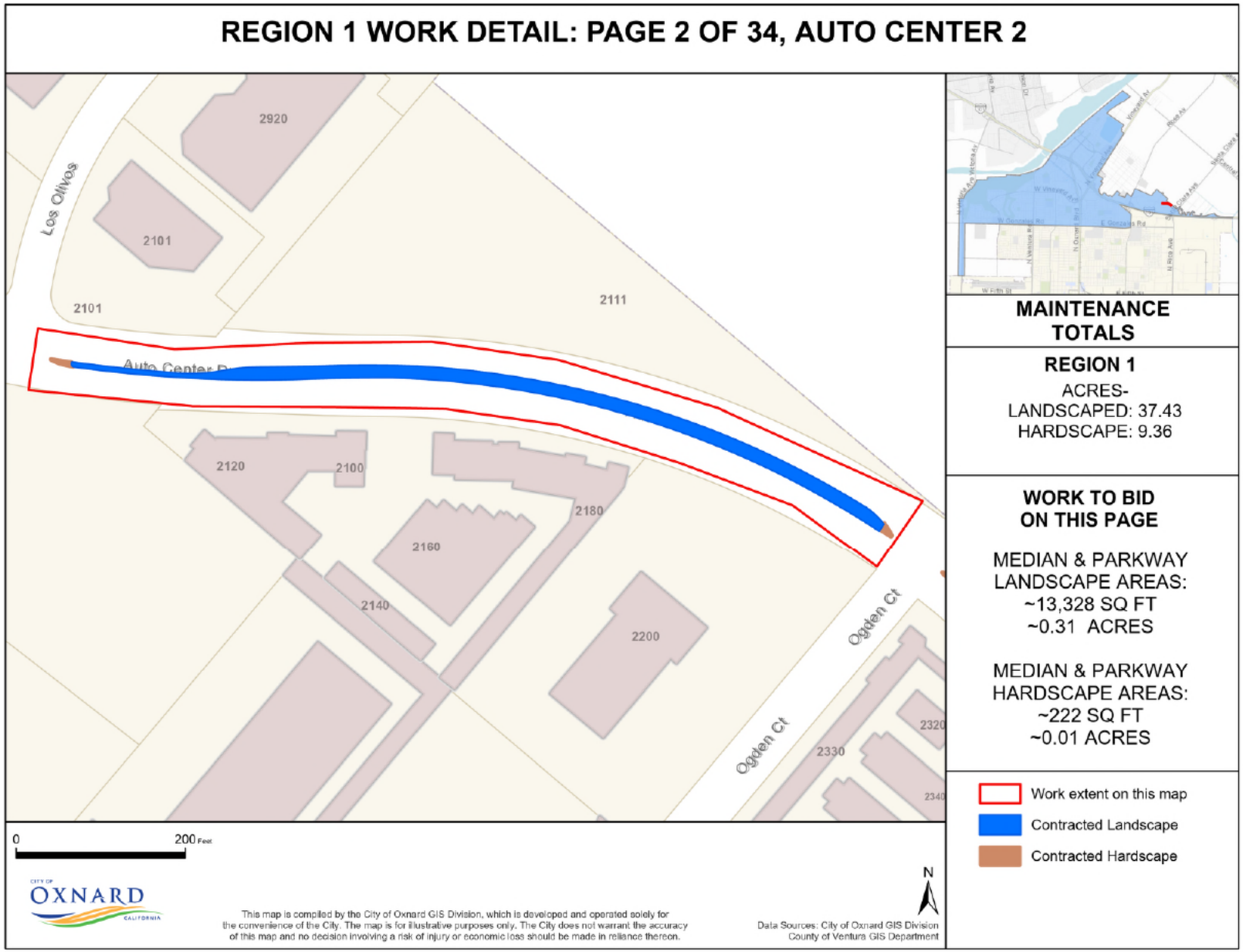
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

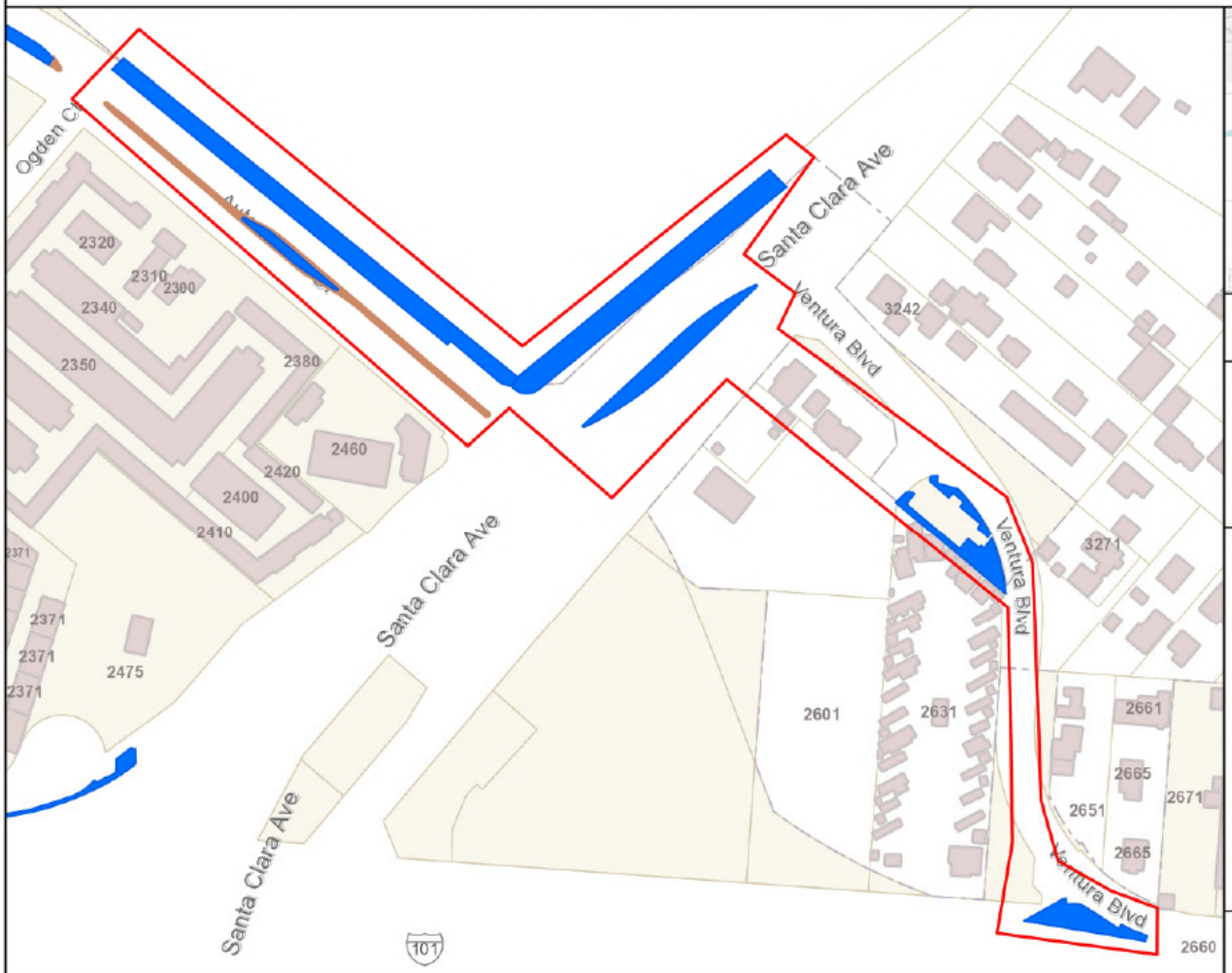
MEDIAN & PARKWAY LANDSCAPE AREAS:
~68,182 SQ FT
~1.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,642 SQ FT
~0.15 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape


REGION 1 WORK DETAIL: PAGE 2 OF 34, AUTO CENTER 2
Los Olivos
2920
2101
2101
2111
Auto Center D
2120
2100
2180
2160
2140
2200
Ogden Ct
Ogden Ct
2320
2330
2340
0
200 Feet
CITY OF OXNARD CALIFORNIA
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
N
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
MAINTENANCE TOTALS
REGION 1
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36
WORK TO BID ON THIS PAGE
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,328 SQ FT
~0.31 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~222 SQ FT
~0.01 ACRES
Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 3 OF 34, AUTO CENTER 3





MAINTENANCE TOTALS

REGION 1

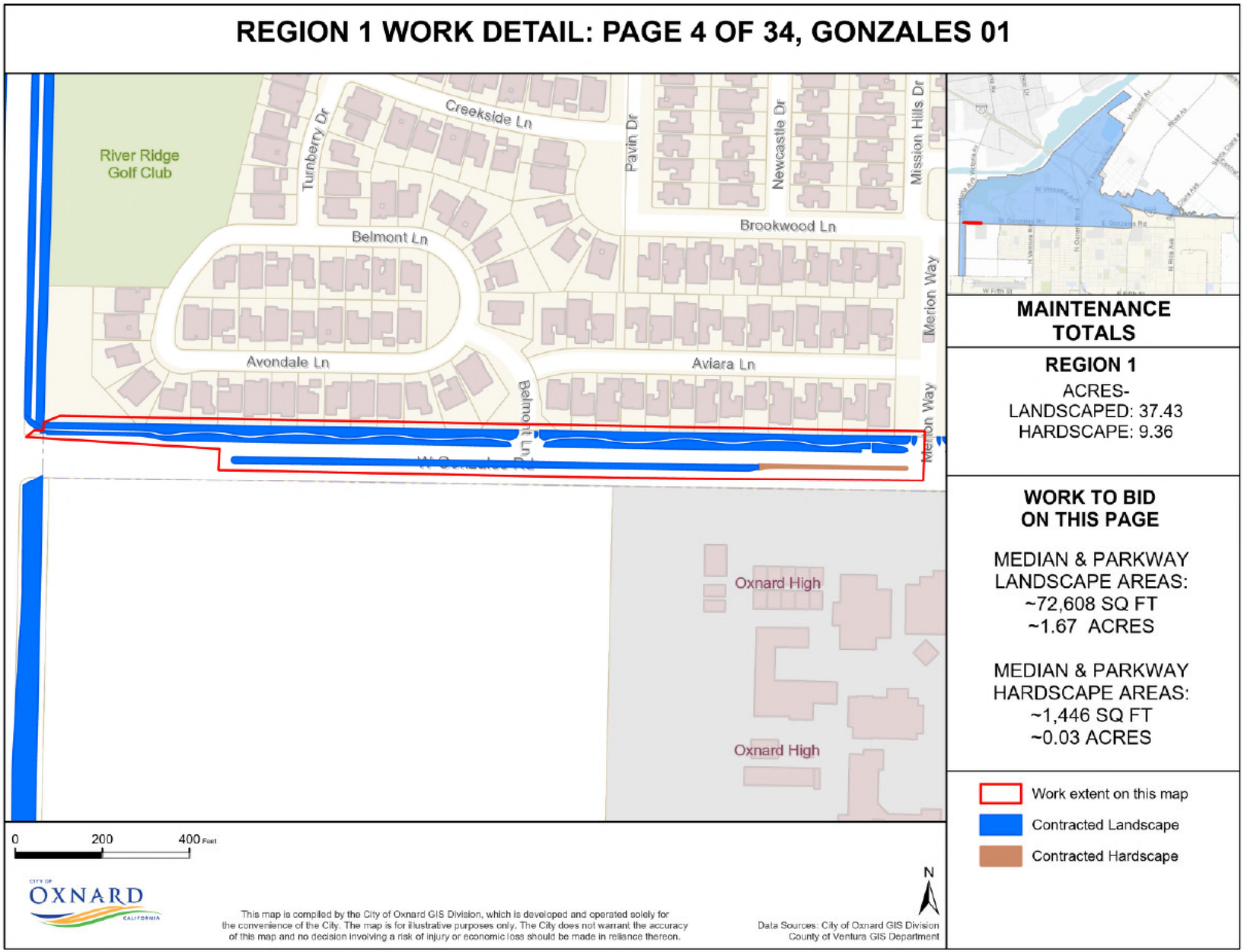
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

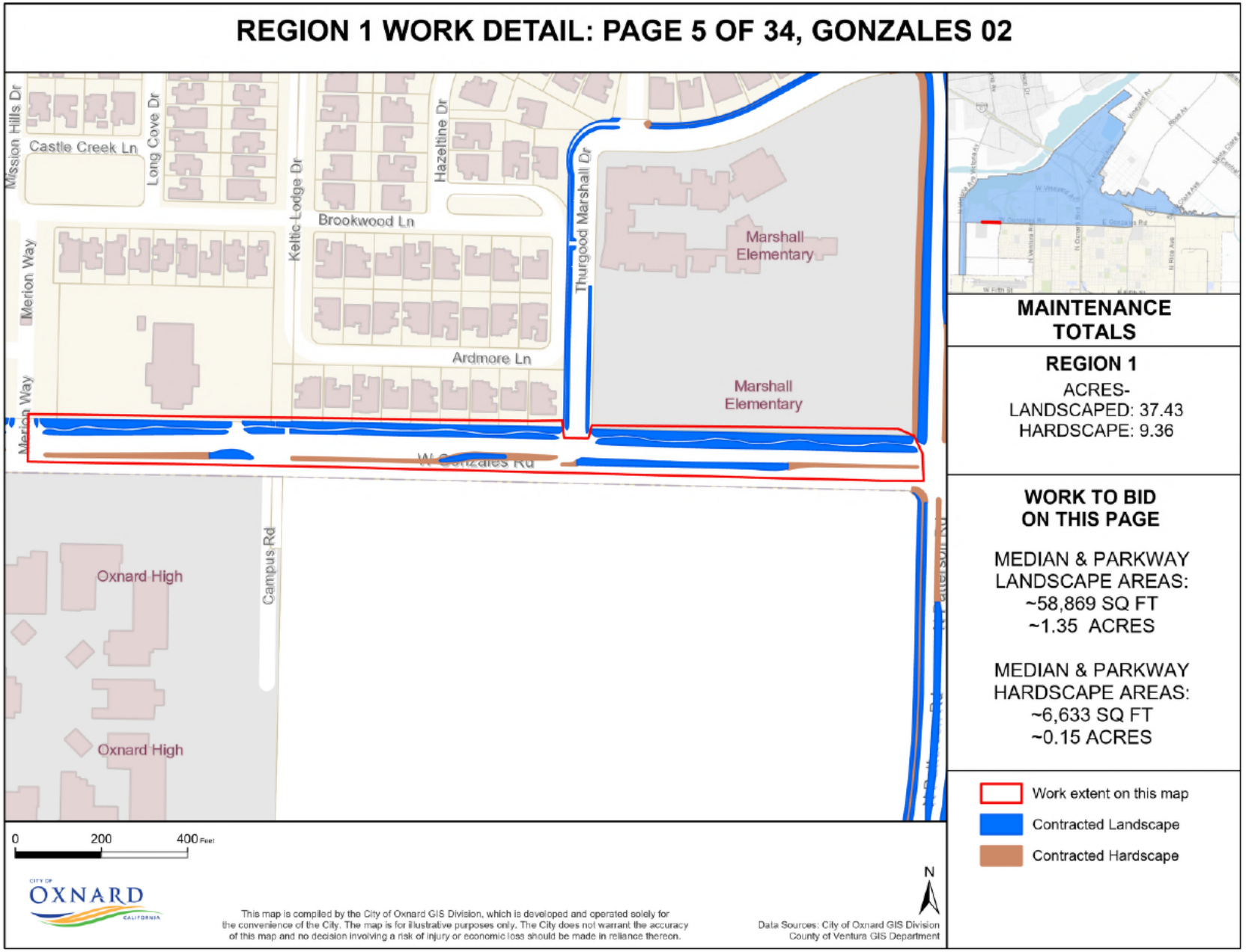
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,861 SQ FT
~0.94 ACRES

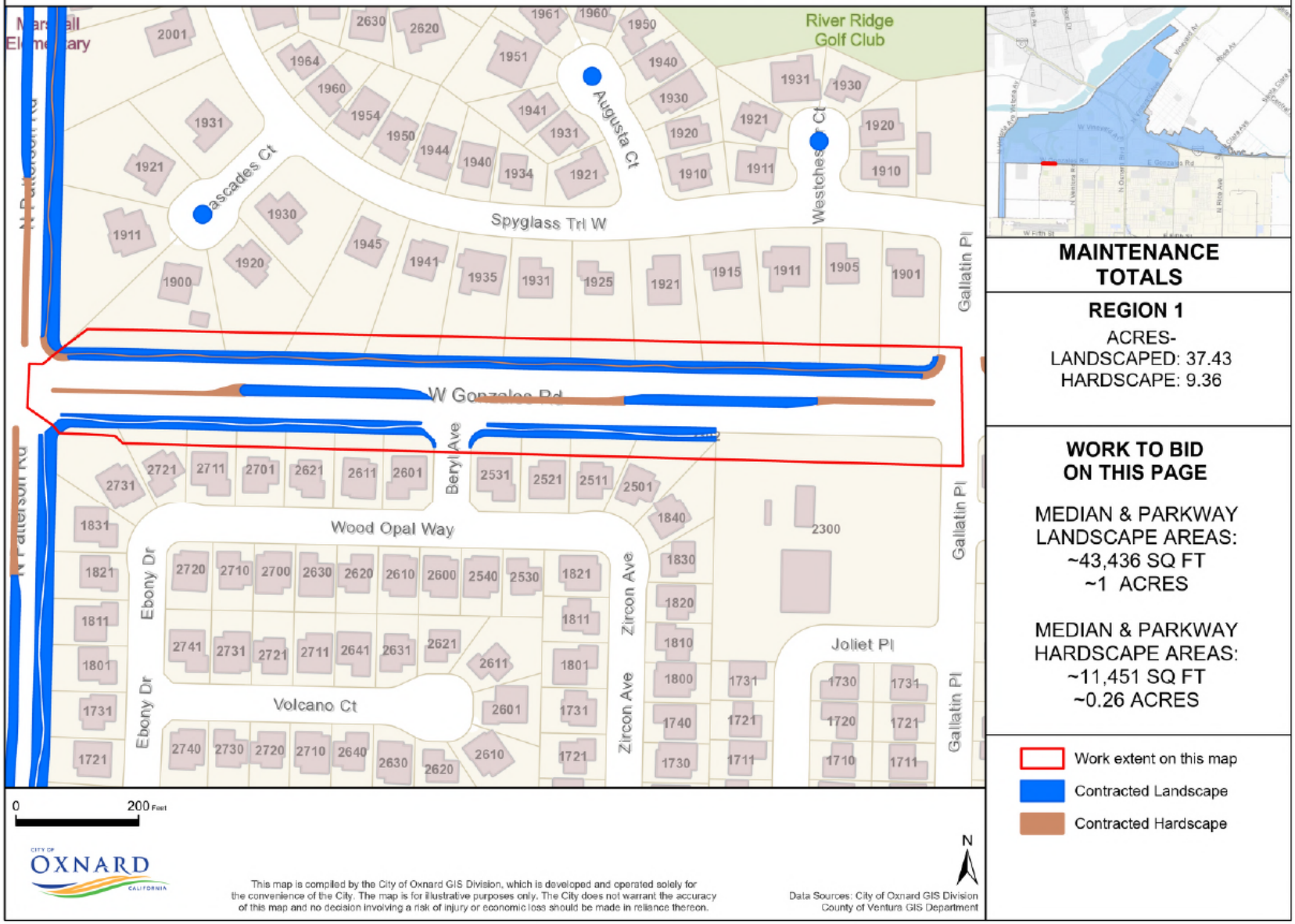
MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,982 SQ FT
~0.09 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape


REGION 1 WORK DETAIL: PAGE 4 OF 34, GONZALES 01
River Ridge Golf Club
Turnberry Dr
Creekside Ln
Pavin Dr
Newcastle Dr
Mission Hills Dr
Brookwood Ln
Belmont Ln
Merlon Way
Avondale Ln
Aviara Ln
Belmont Ln
Merlon Way
Oxnard High
Oxnard High
0
200
400 Feet
CITY OF OXNARD CALIFORNIA
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N
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
MAINTENANCE TOTALS
REGION 1
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36
WORK TO BID ON THIS PAGE
MEDIAN & PARKWAY LANDSCAPE AREAS:
~72,608 SQ FT
~1.67 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,446 SQ FT
~0.03 ACRES
Work extent on this map
Contracted Landscape
Contracted Hardscape


REGION 1 WORK DETAIL: PAGE 5 OF 34, GONZALES 02
Mission Hills Dr
Castle Creek Ln
Long Cove Dr
Hazeltine Dr
Keltic Lodge Dr
Brookwood Ln
Thurgood Marshall Dr
Marshall Elementary
Merion Way
Ardmore Ln
Marshall Elementary
W Gonzales Rd
Campus Rd
Oxnard High
Oxnard High
0
200
400 Feet
CITY OF OXNARD CALIFORNIA
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.
N
Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department
MAINTENANCE TOTALS
REGION 1
ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36
WORK TO BID ON THIS PAGE
MEDIAN & PARKWAY LANDSCAPE AREAS:
~58,869 SQ FT
~1.35 ACRES
MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,633 SQ FT
~0.15 ACRES
Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 6 OF 34, GONZALES 03



MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

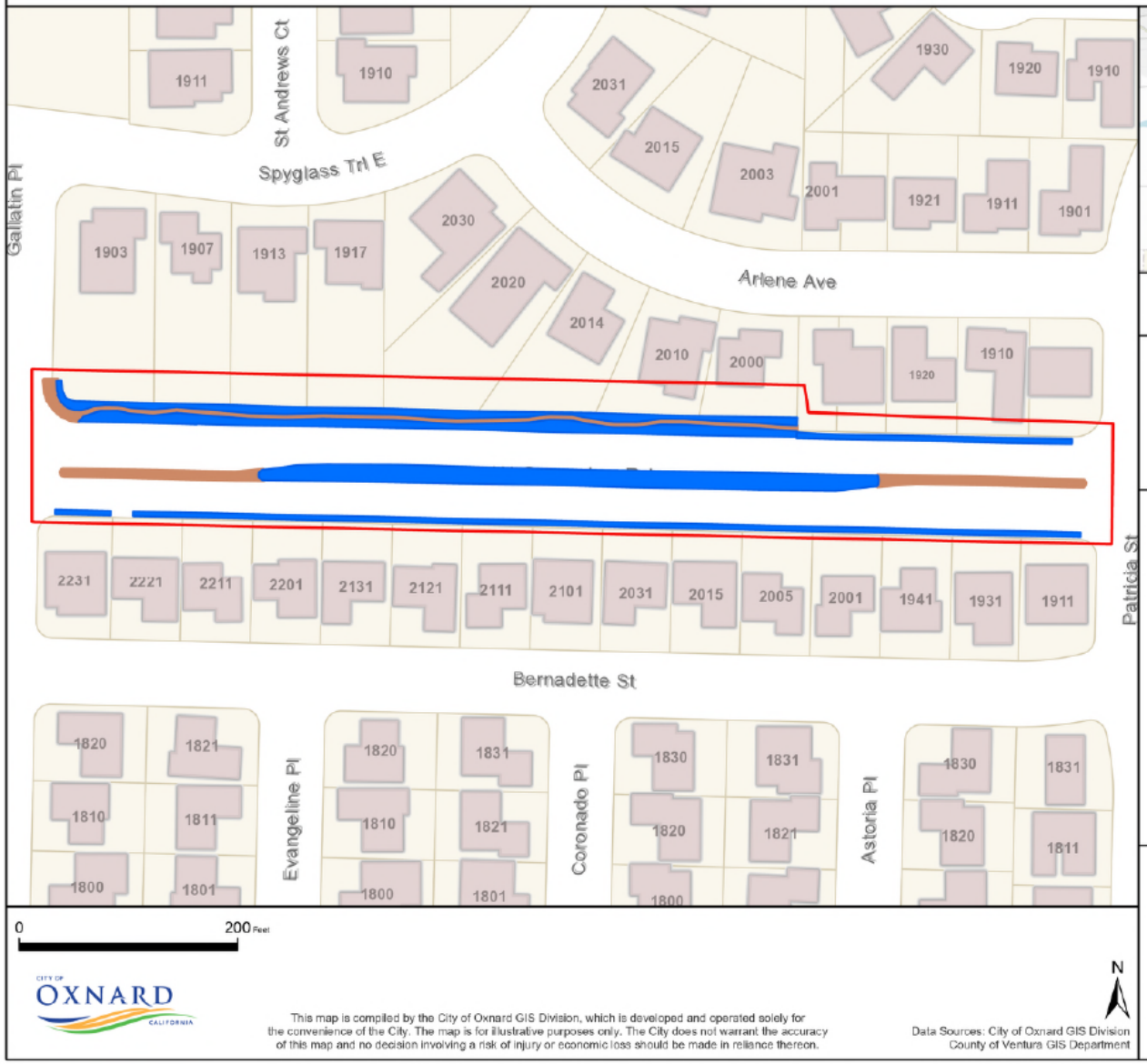
WORK TO BID ON THIS PAGE

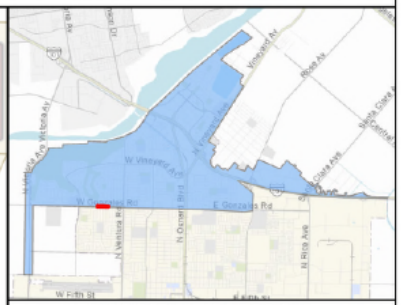
MEDIAN & PARKWAY LANDSCAPE AREAS:
~43,436 SQ FT
~1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,451 SQ FT
~0.26 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 7 OF 34, GONZALES 04





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

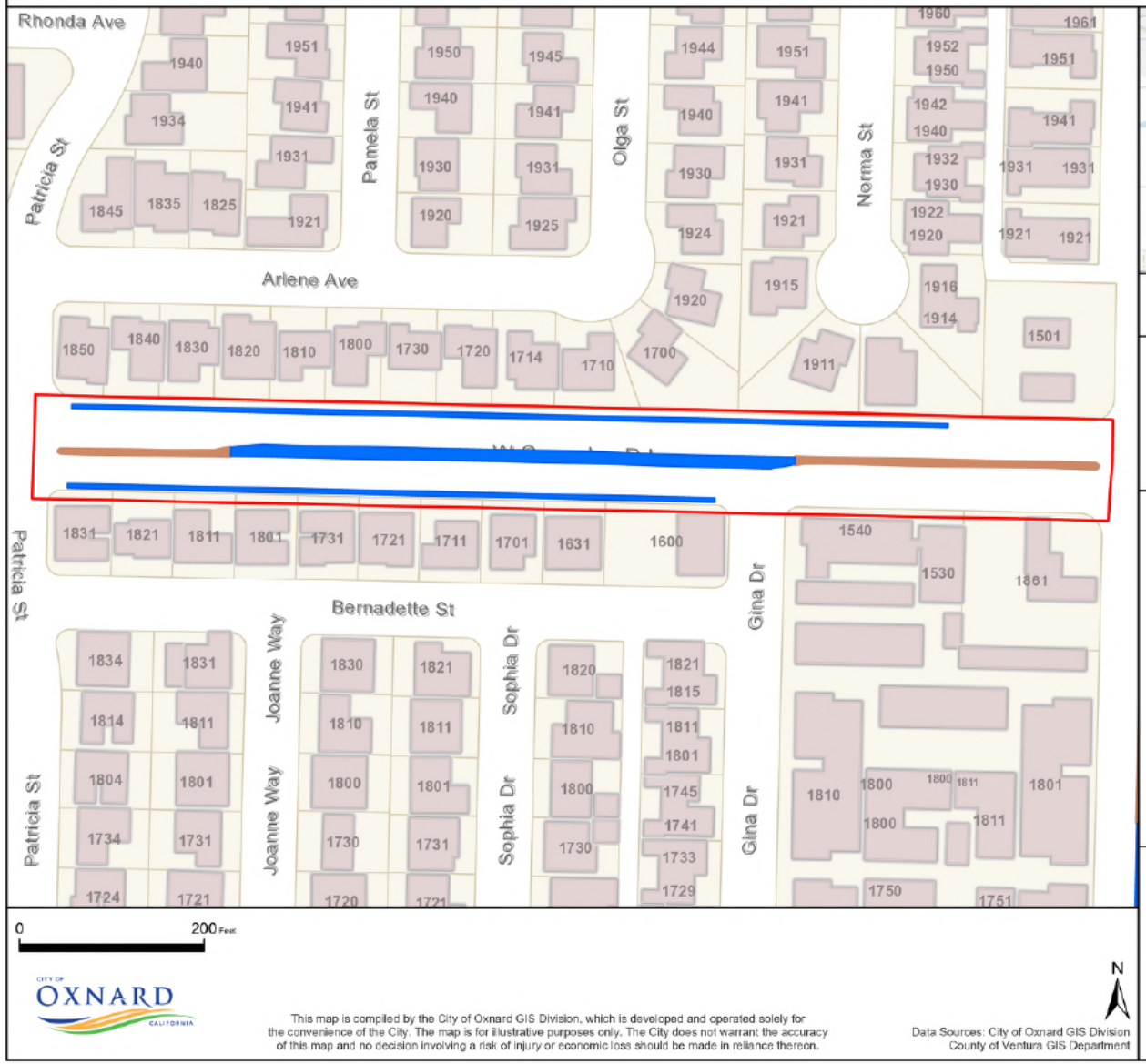
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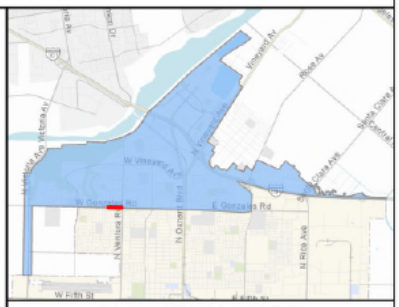
MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,479 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,334 SQ FT
~0.15 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 8 OF 34, GONZALES 05





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

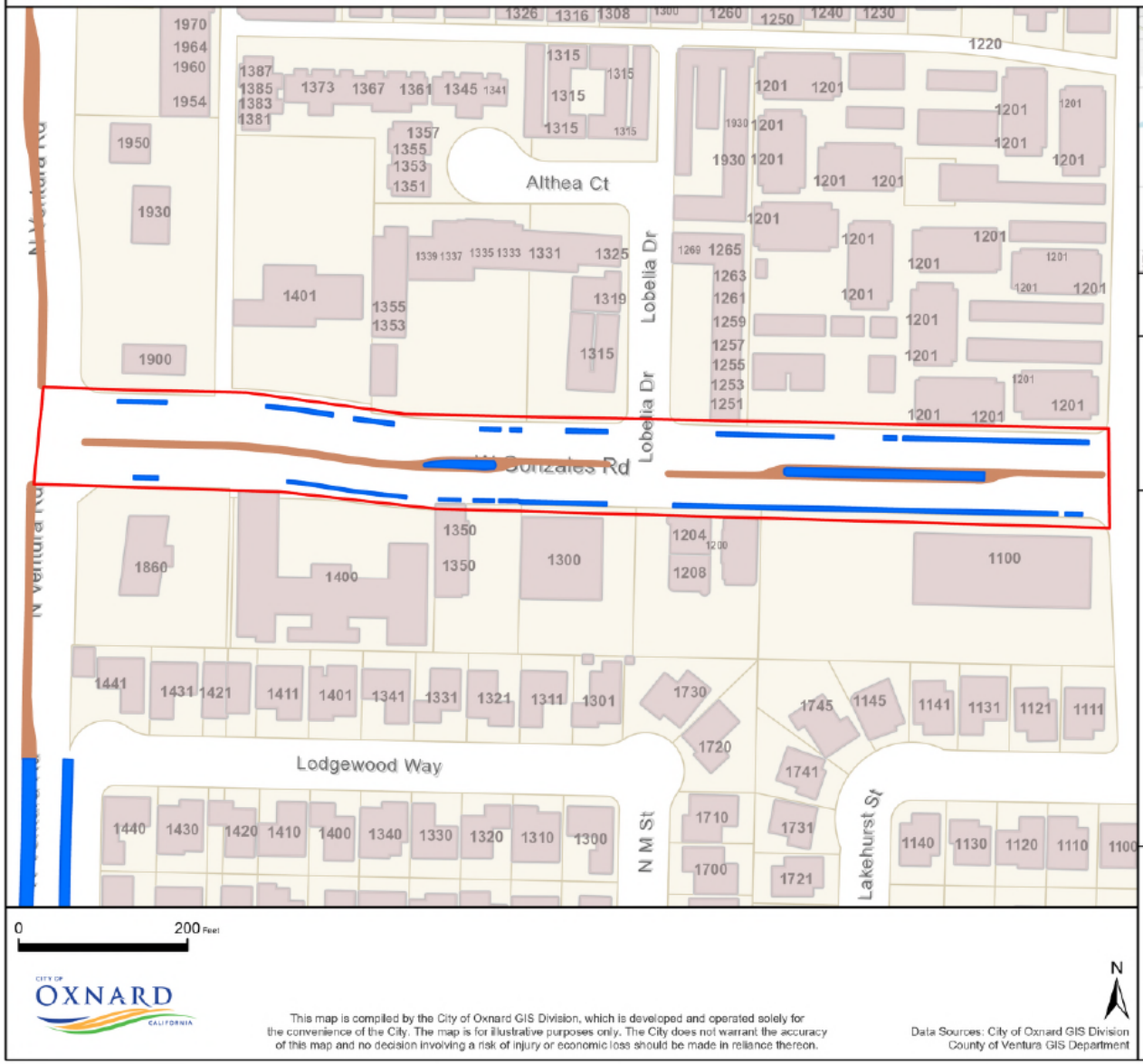
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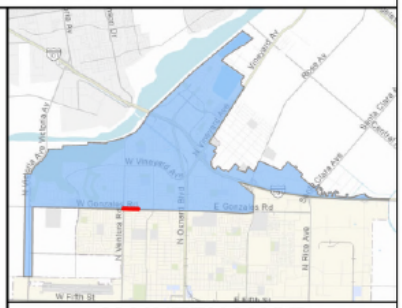
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,346 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,761 SQ FT
~0.06 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 9 OF 34, GONZALES 06





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

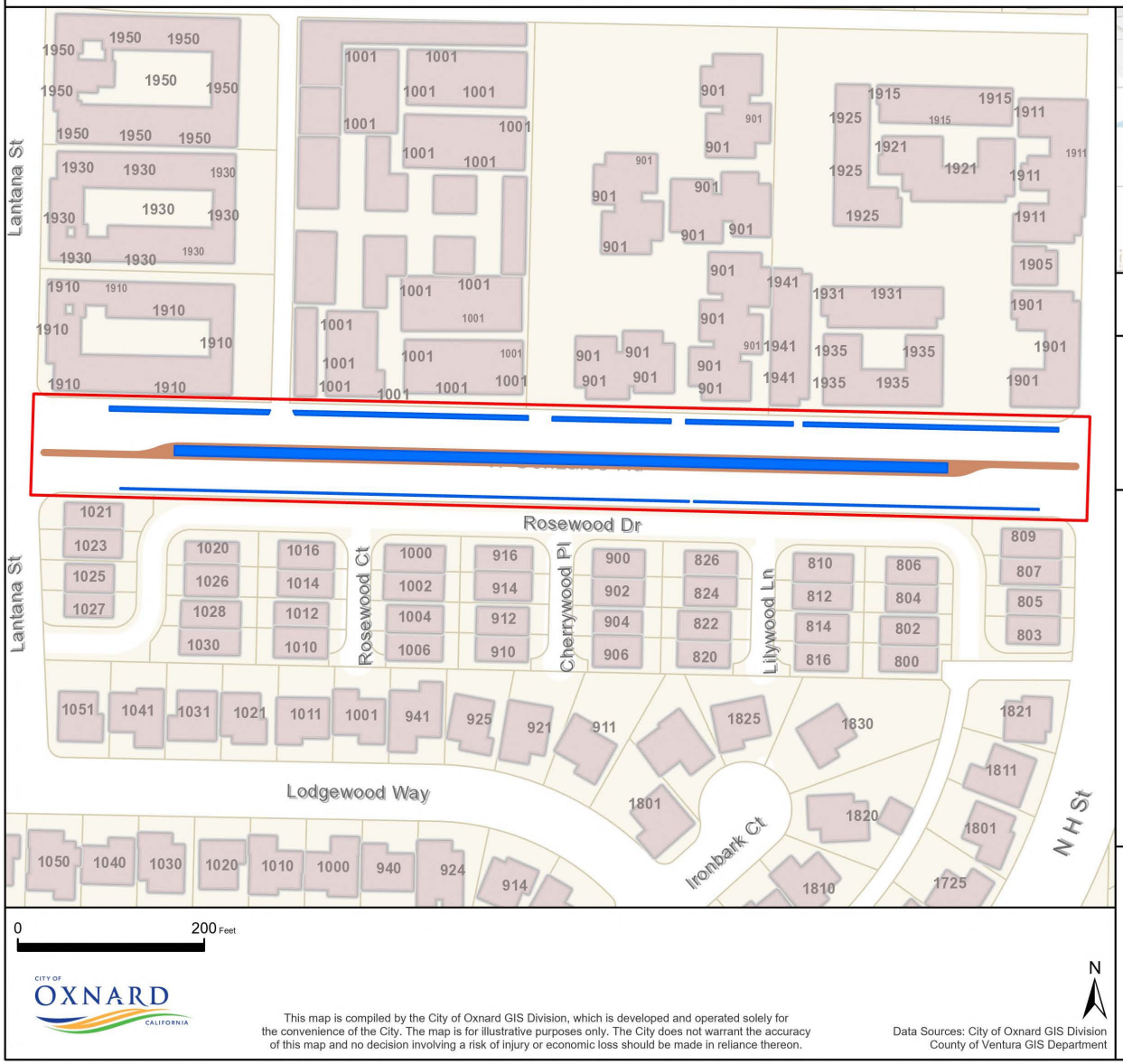
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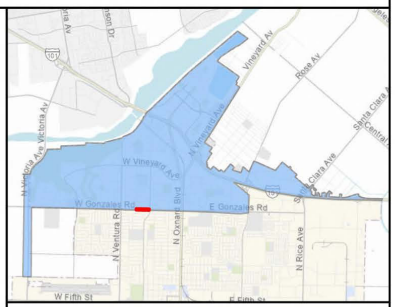
MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,509 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,307 SQ FT
~0.12 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 10 OF 34, GONZALES 07





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

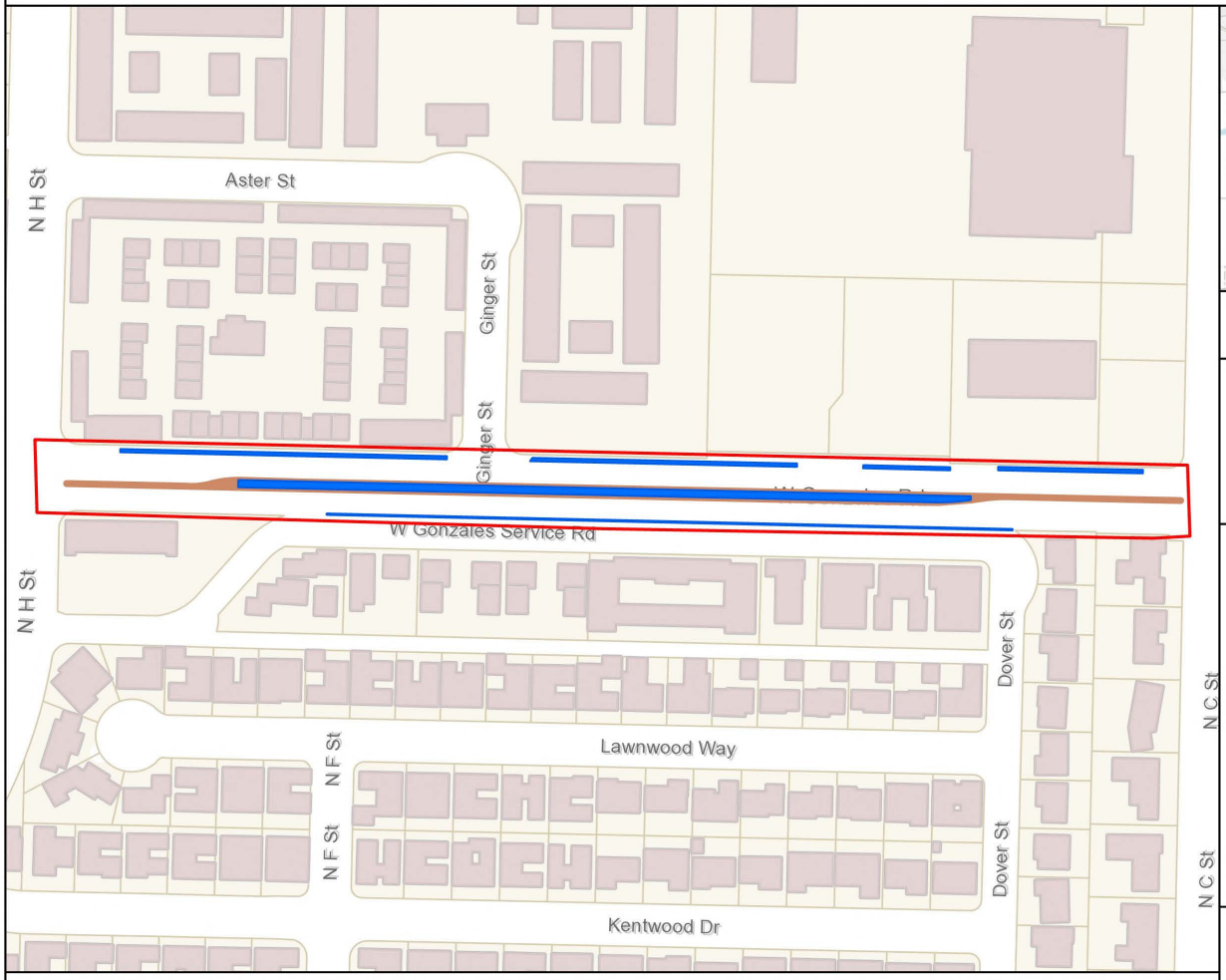
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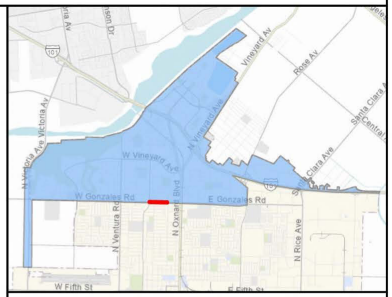
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,608 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,834 SQ FT
~0.11 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 11 OF 34, GONZALES 08





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,961 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,594 SQ FT
~0.15 ACRES

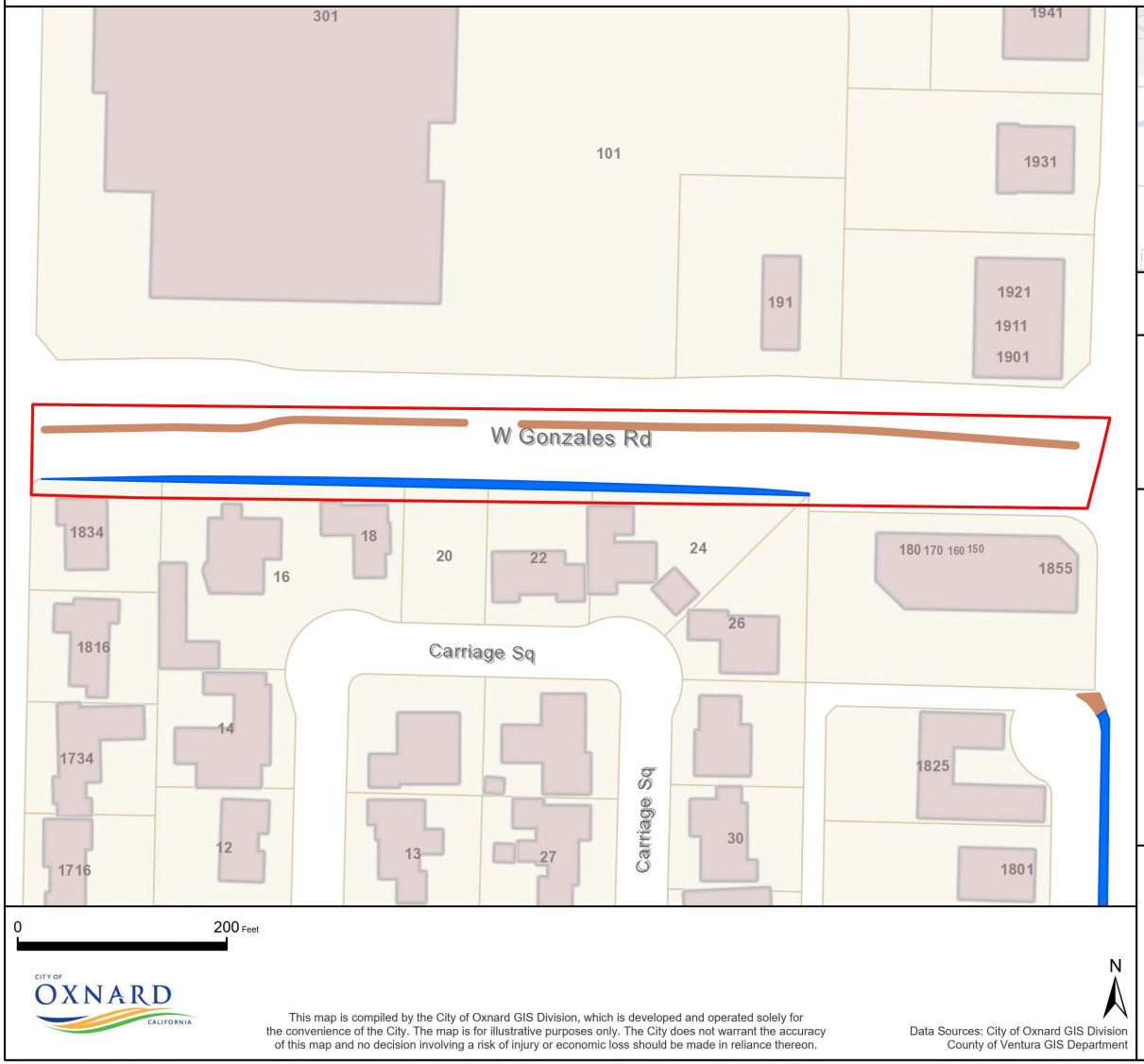
Work extent on this map
Contracted Landscape
Contracted Hardscape

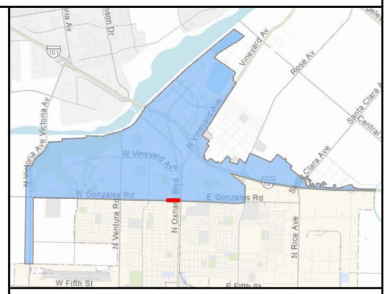
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 12 OF 34, GONZALES 09





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

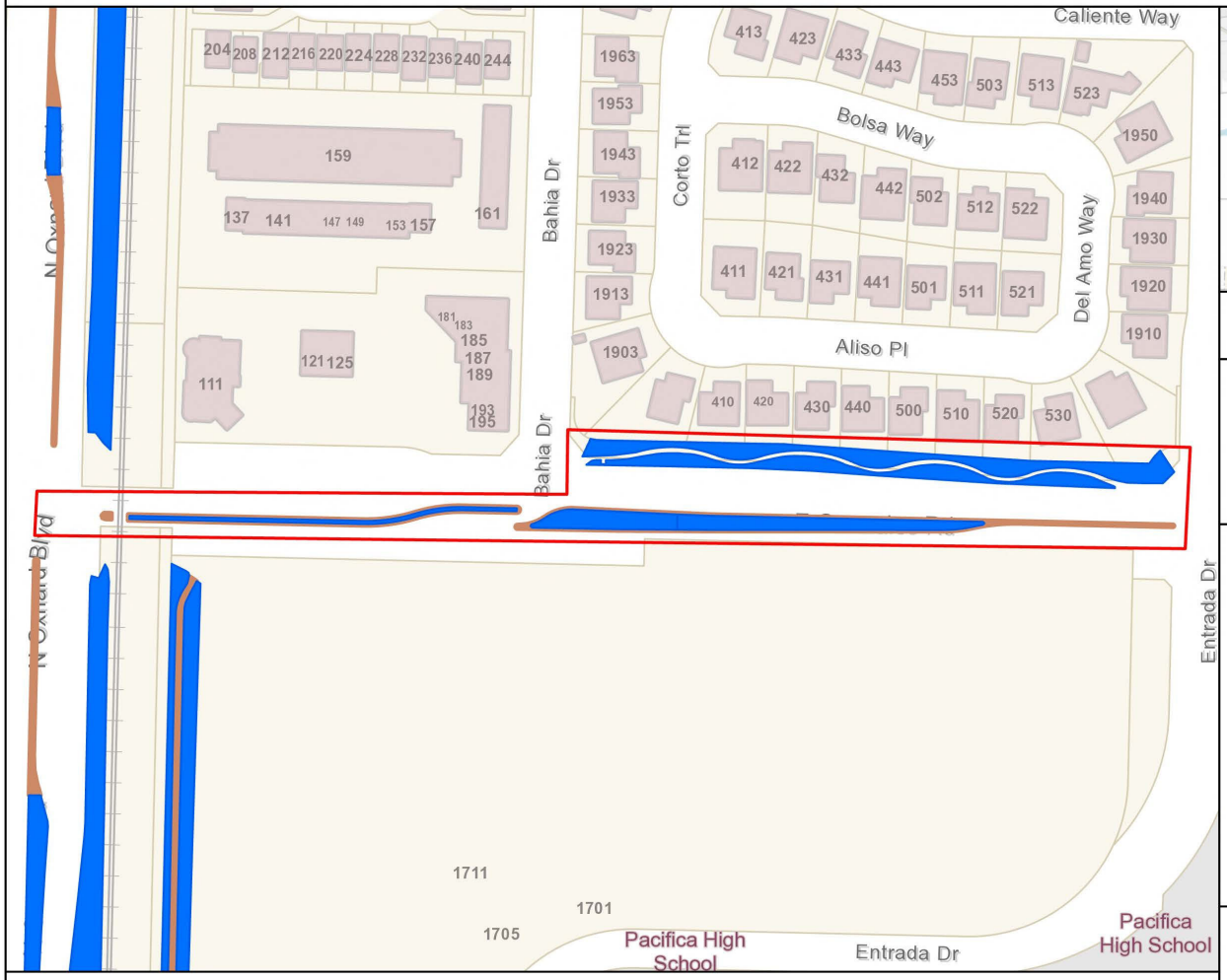
WORK TO BID ON THIS PAGE

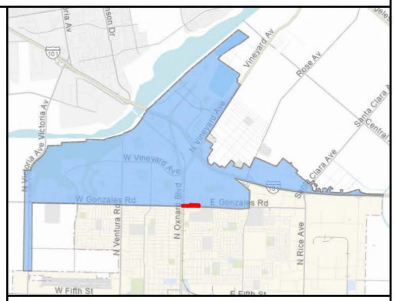
MEDIAN & PARKWAY LANDSCAPE AREAS:
~4,266 SQ FT
~0.1 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,767 SQ FT
~0.09 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 13 OF 34, GONZALES 10





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

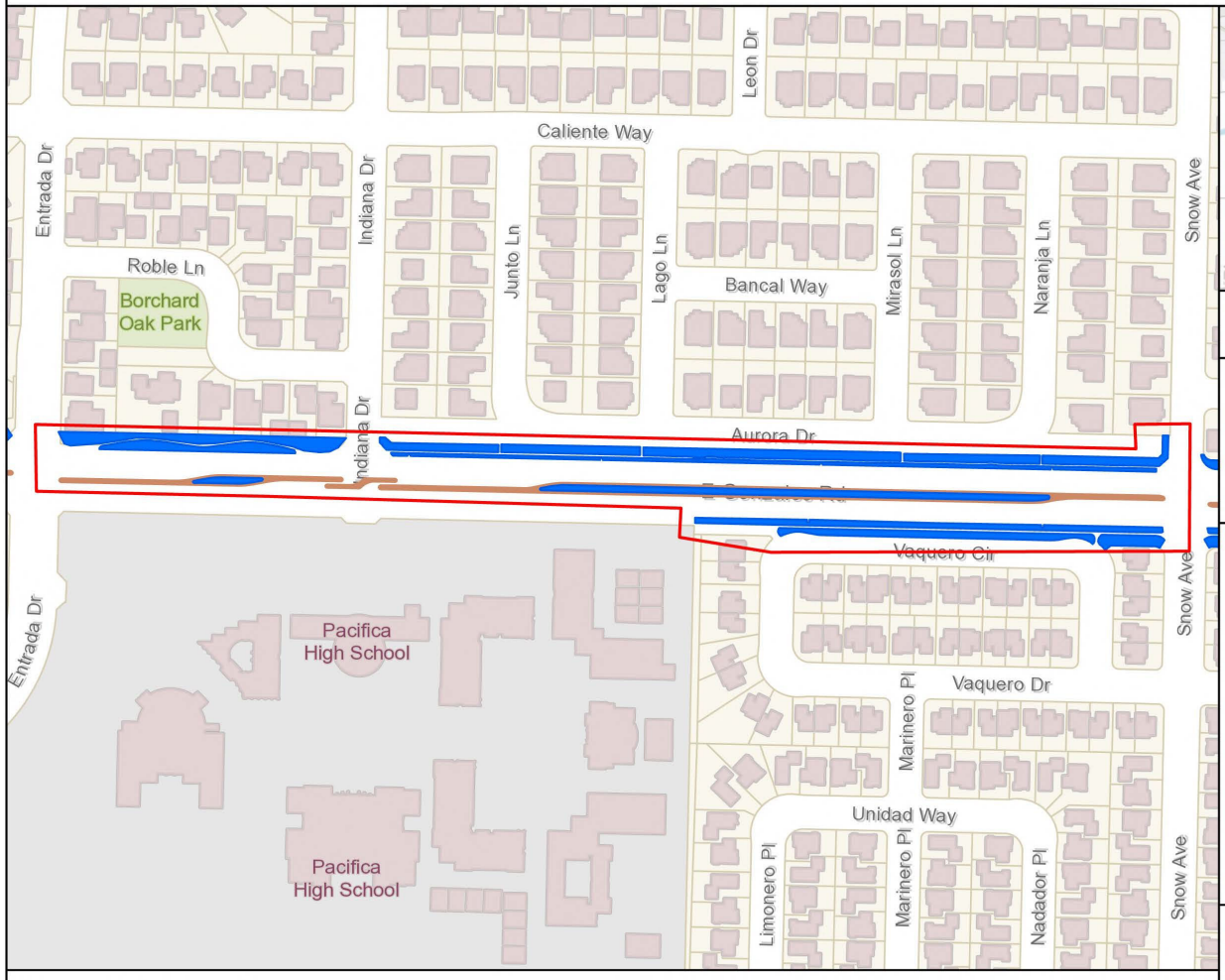
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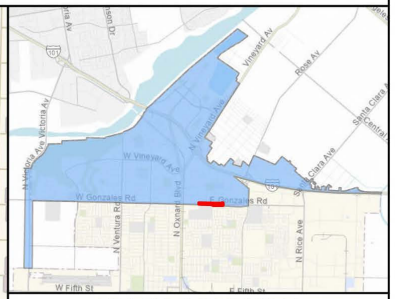
MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,529 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,330 SQ FT
~0.12 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 14 OF 34, GONZALES 11





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,925 SQ FT
~1.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,420 SQ FT
~0.19 ACRES

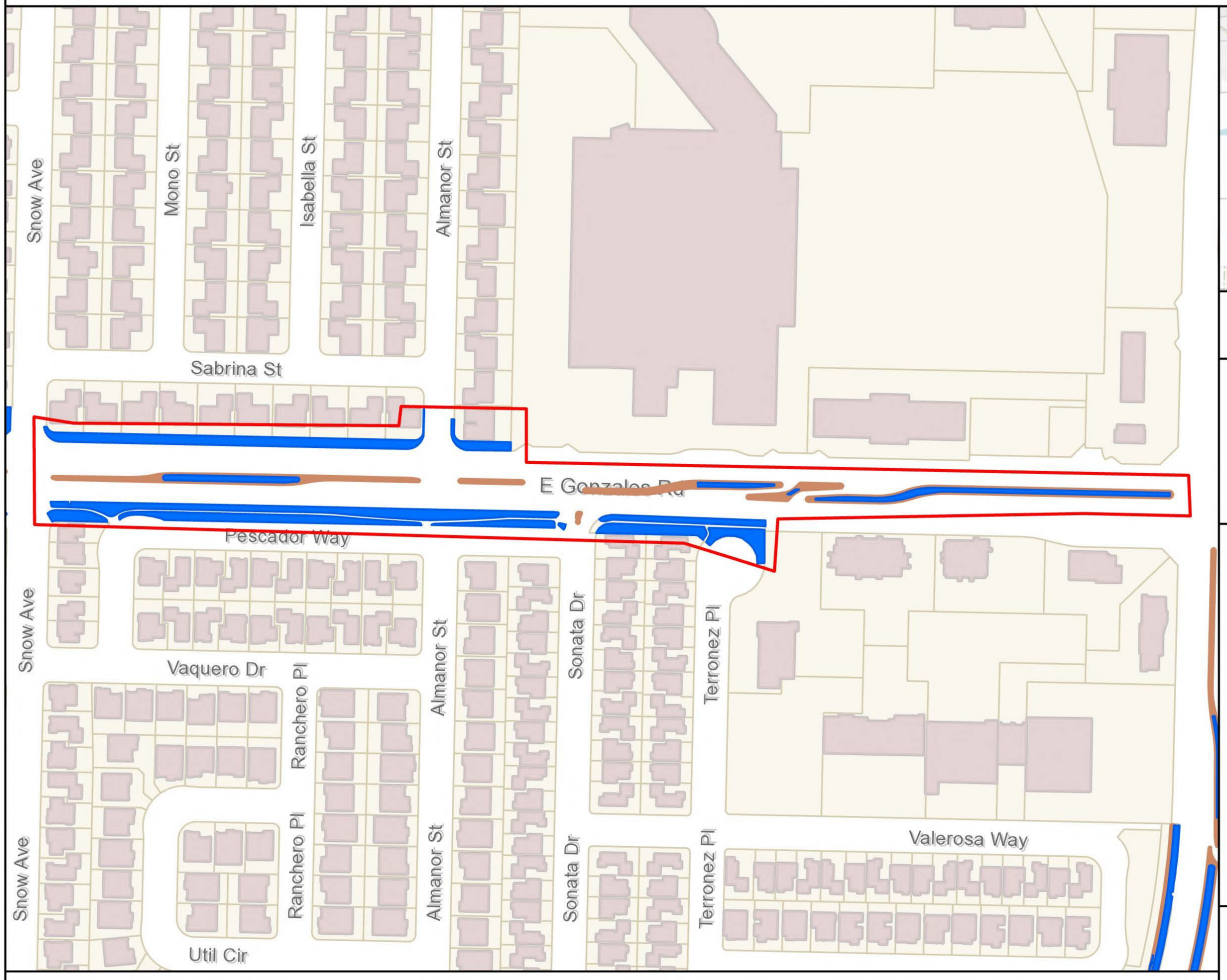
Work extent on this map
Contracted Landscape
Contracted Hardscape

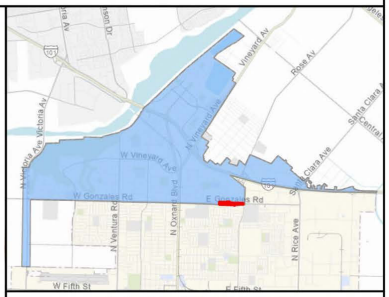
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 15 OF 34, GONZALES 12





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,186 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,371 SQ FT
~0.22 ACRES

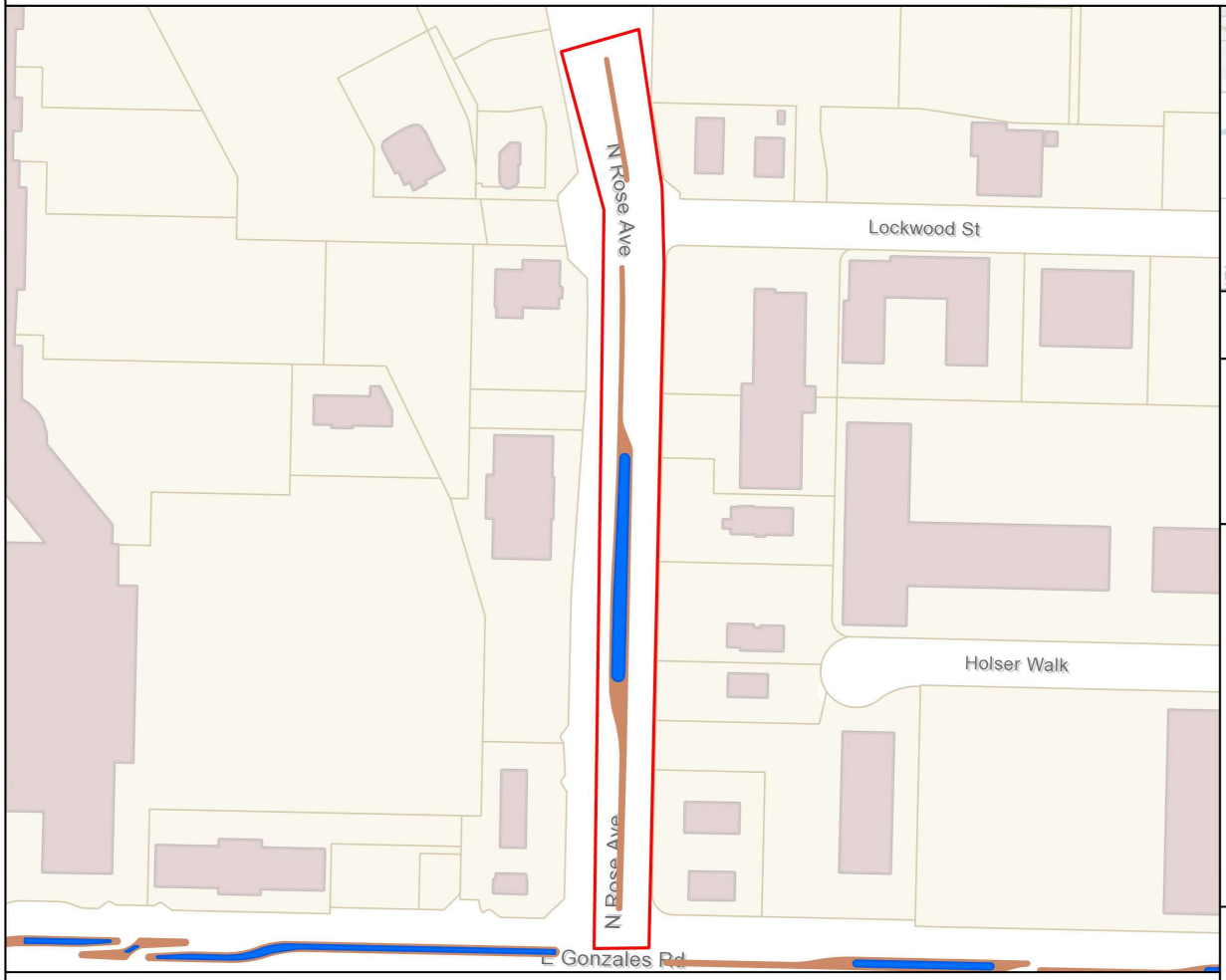
Work extent on this map
Contracted Landscape
Contracted Hardscape

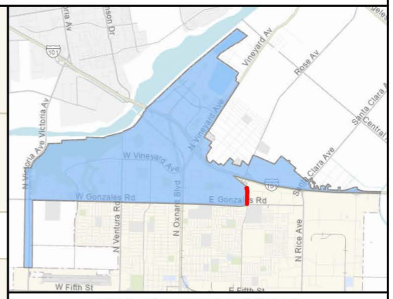
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 16 OF 34, ROSE





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

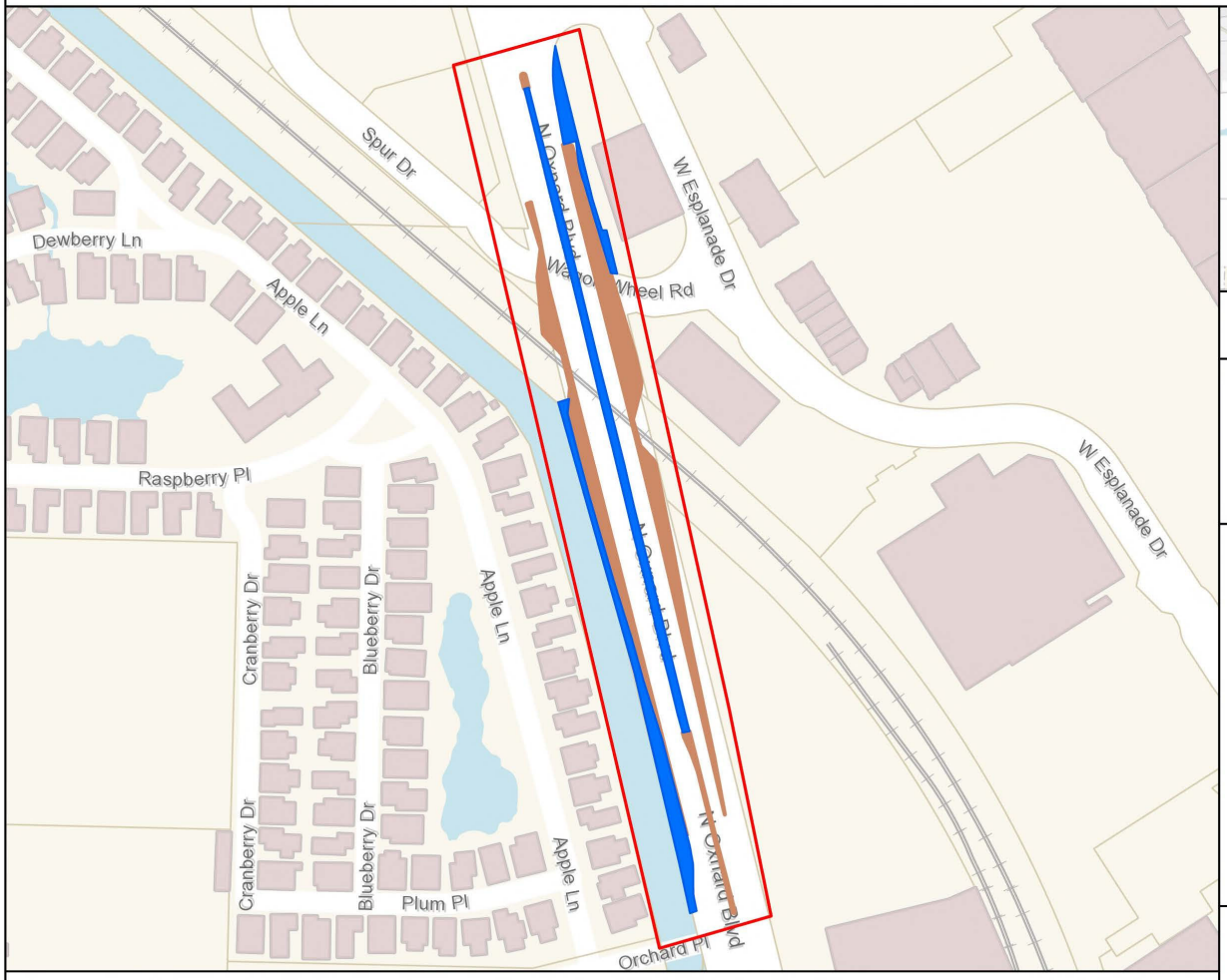
WORK TO BID ON THIS PAGE

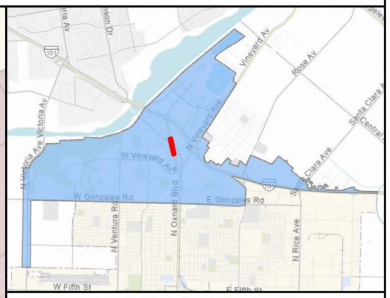
MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,403 SQ FT
~0.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,775 SQ FT
~0.13 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 17 OF 34, OXNARD BL 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

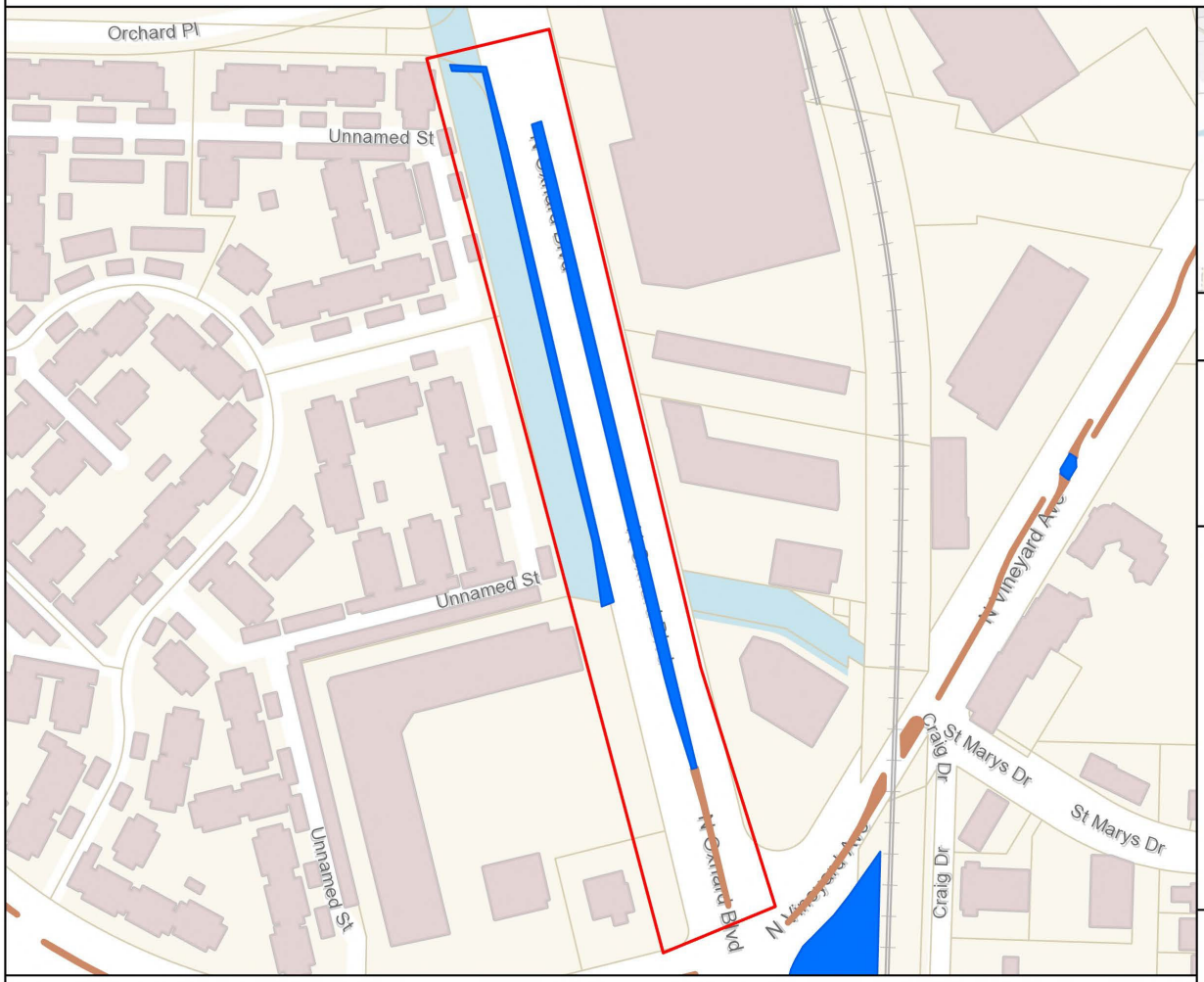
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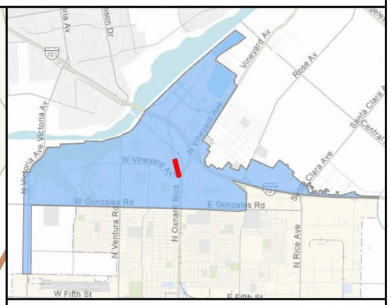
MEDIAN & PARKWAY LANDSCAPE AREAS:
~27,998 SQ FT
~0.64 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~30,386 SQ FT
~0.7 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 18 OF 34, OXNARD BL 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,549 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,053 SQ FT
~0.02 ACRES

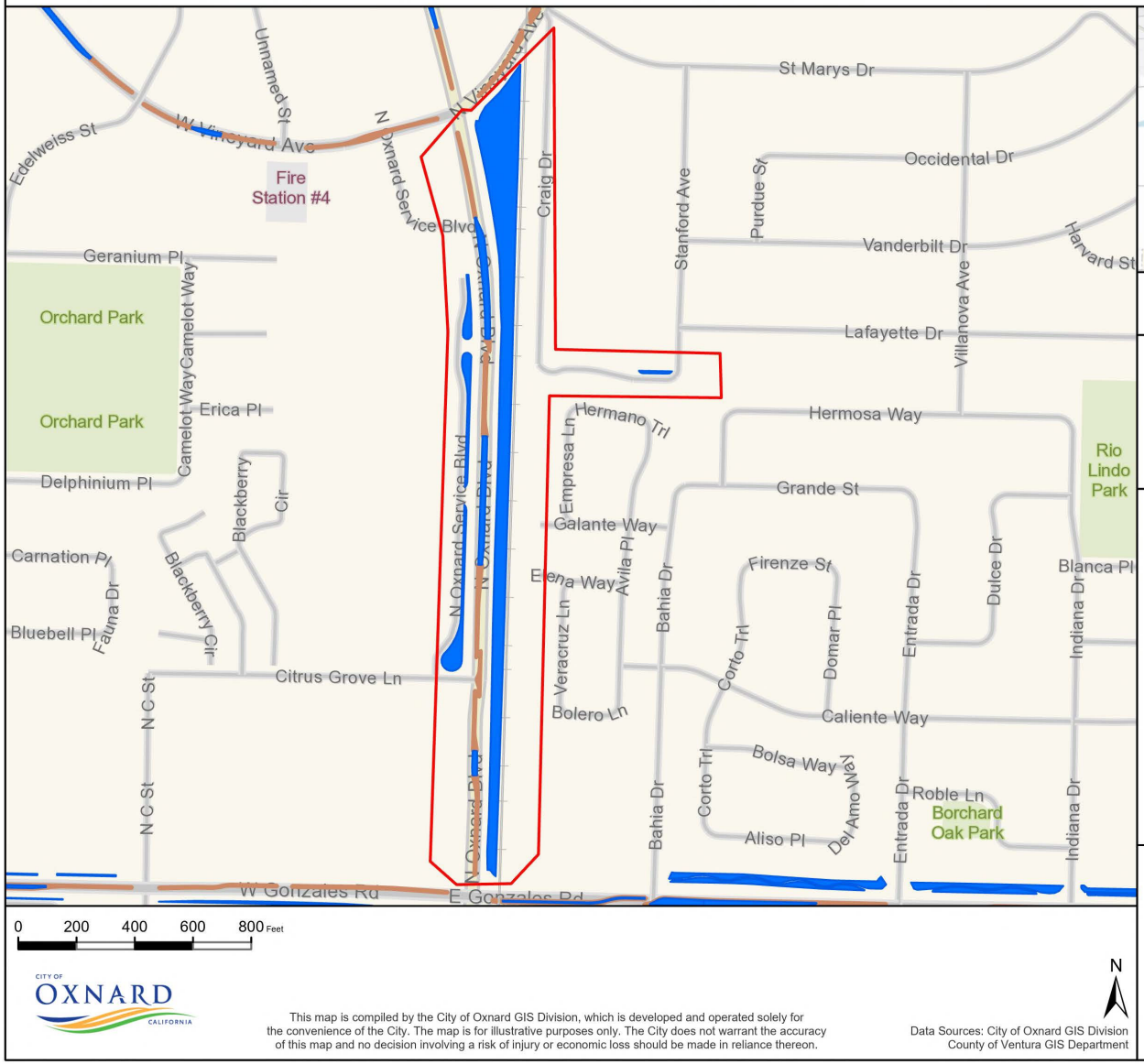
Work extent on this map
Contracted Landscape
Contracted Hardscape

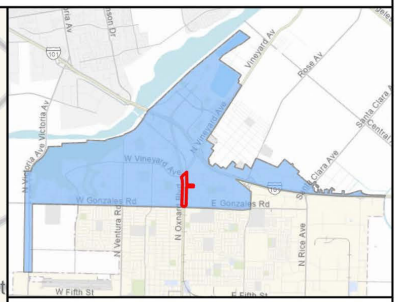
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 19 OF 34, OXNARD BL 4





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~176,589 SQ FT
~4.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,410 SQ FT
~0.22 ACRES

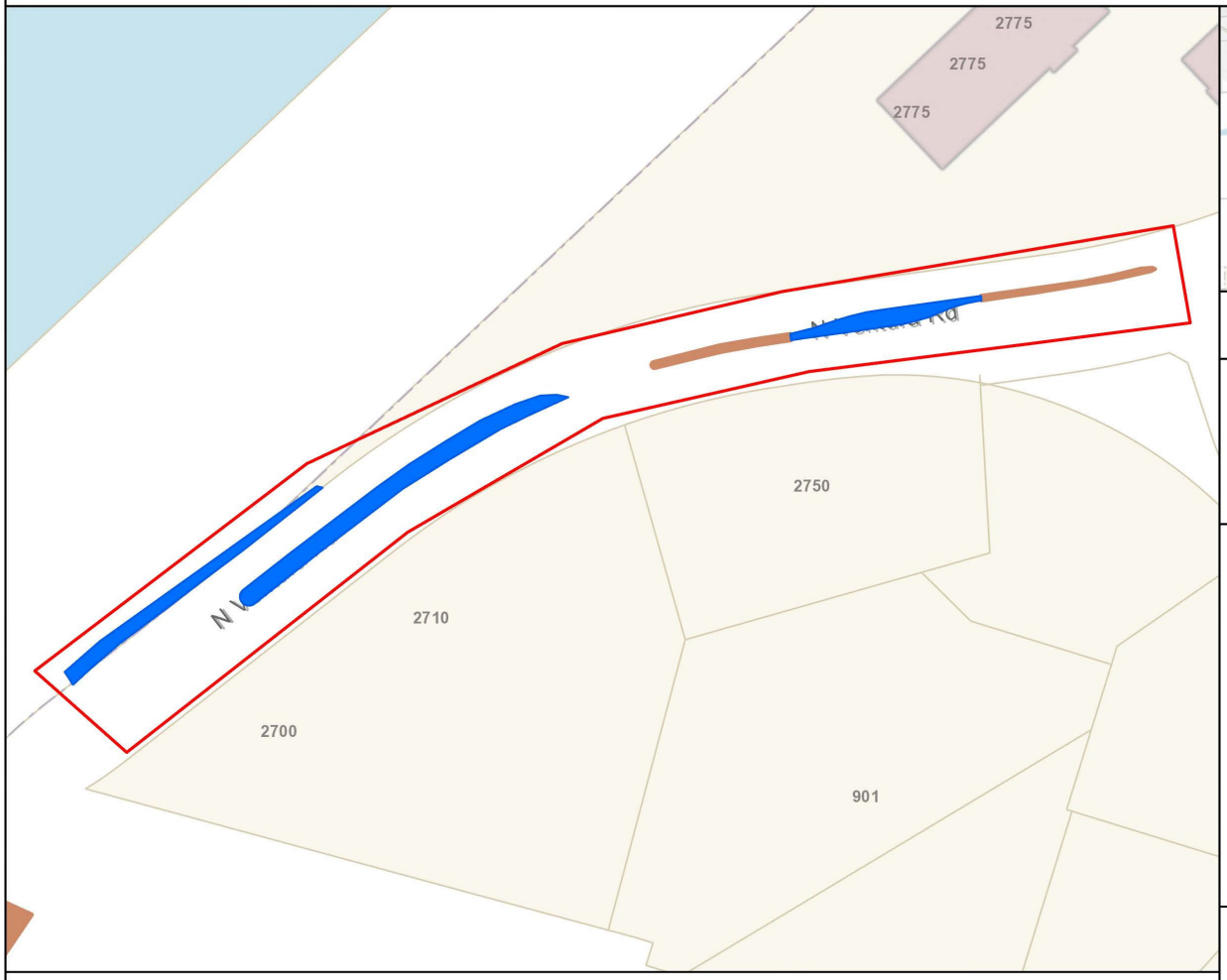
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

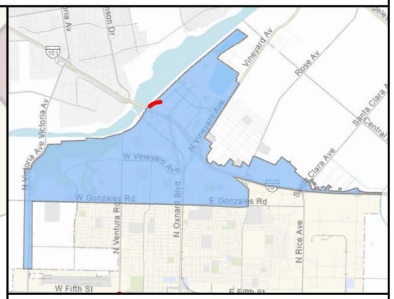
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 20 OF 34, VENTURA 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,546 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,266 SQ FT
~0.03 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 21 OF 34, VENTURA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~112,993 SQ FT
~2.59 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~41,330 SQ FT
~0.95 ACRES

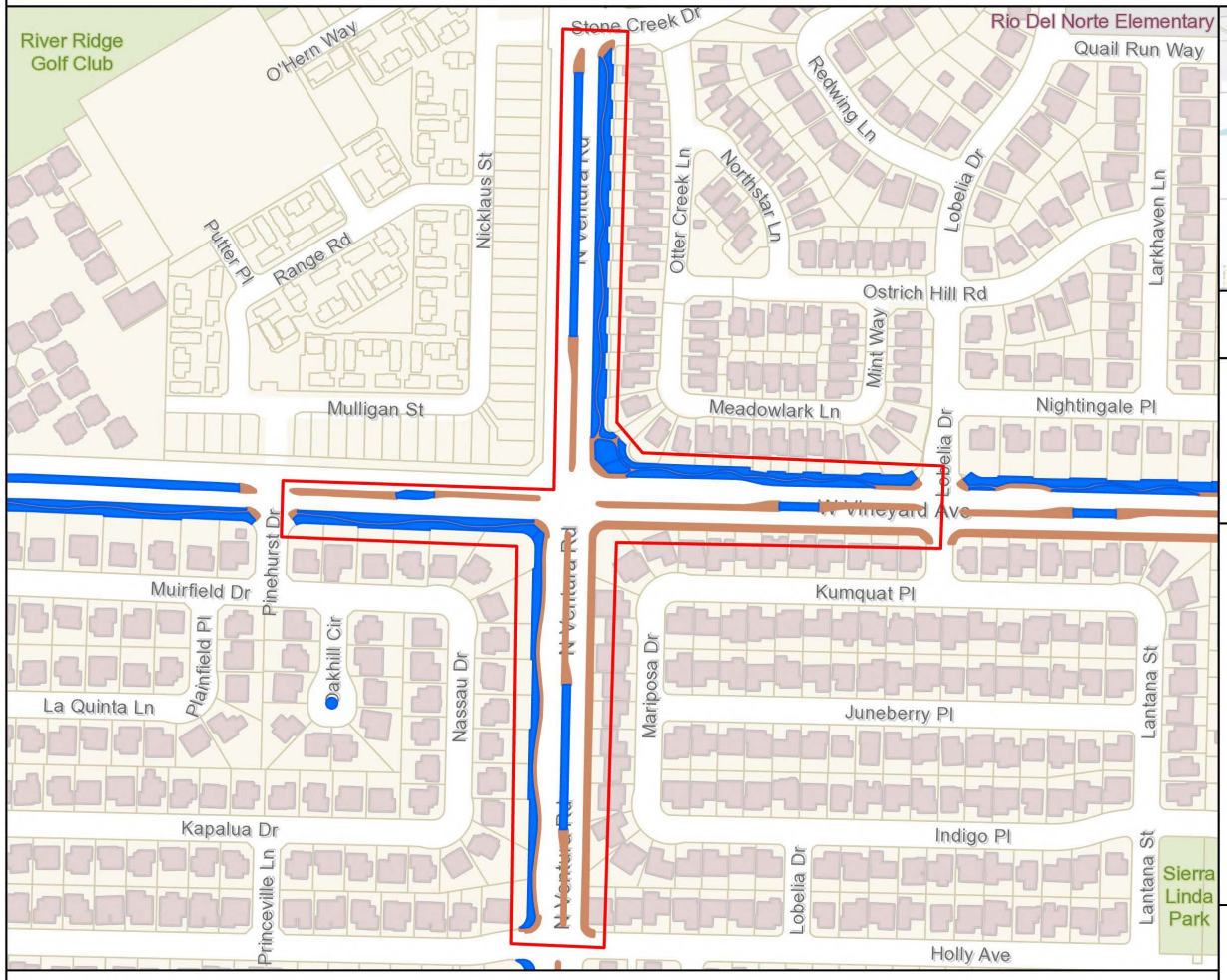
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

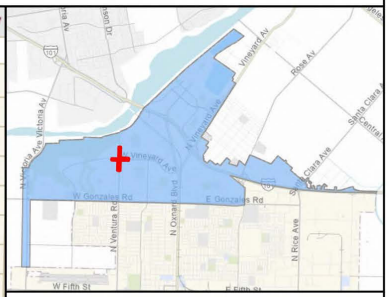
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 22 OF 34, VENTURA 3/ VINEYARD 4





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

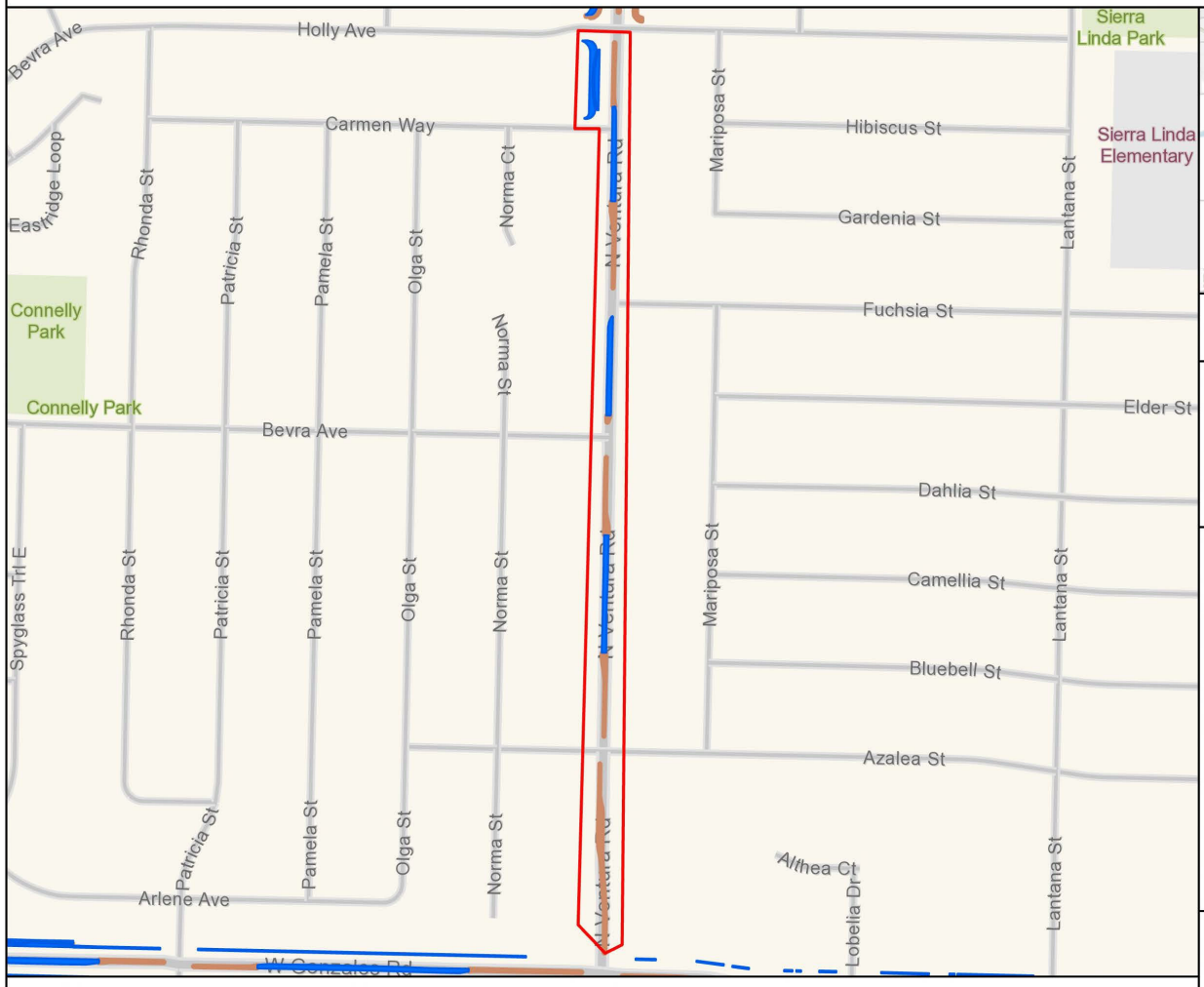
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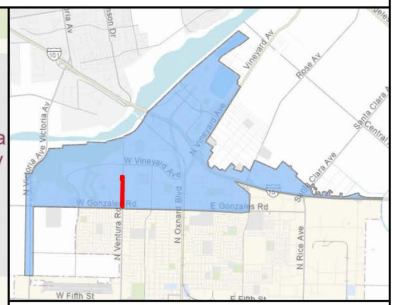
MEDIAN & PARKWAY LANDSCAPE AREAS:
~87,004 SQ FT
~2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~57,850 SQ FT
~1.33 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 23 OF 34, VENTURA 4





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

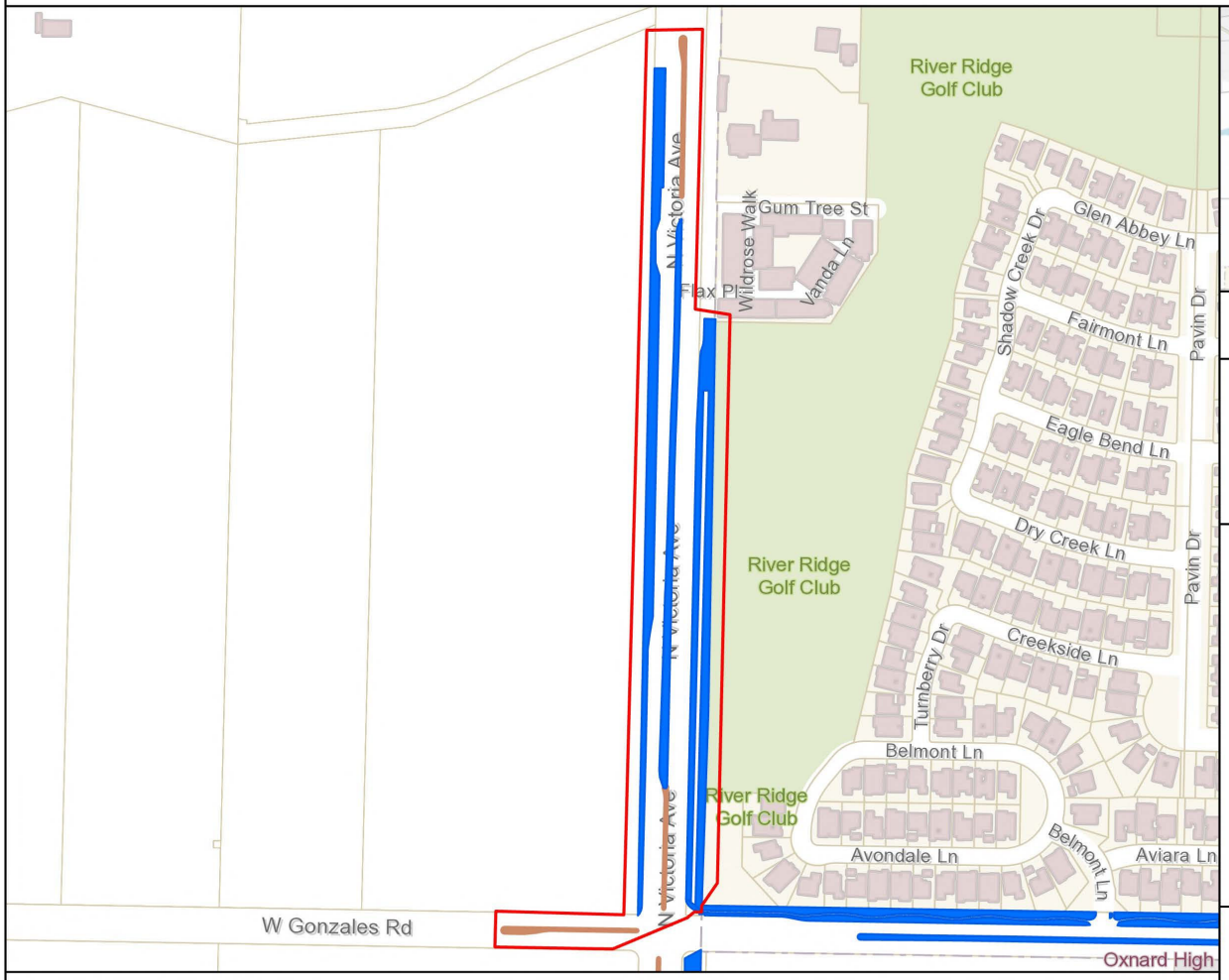
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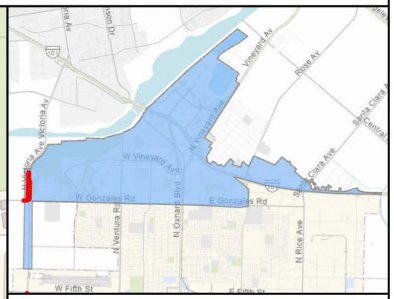
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,783 SQ FT
~0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,420 SQ FT
~0.22 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 24 OF 34, VICTORIA 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

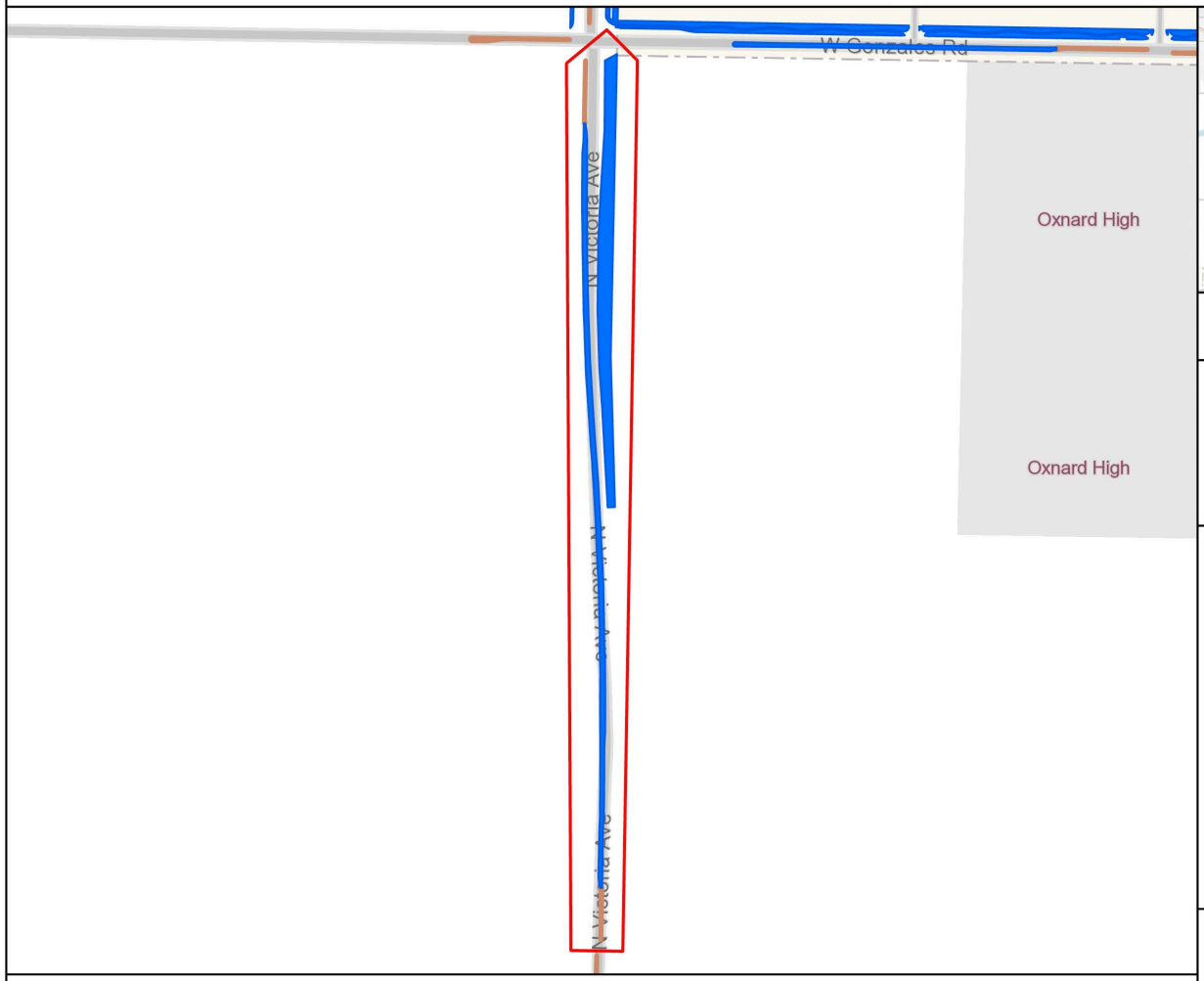
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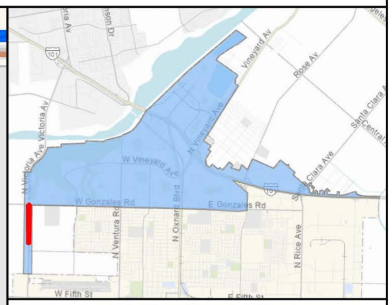
MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,637 SQ FT
~2.98 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,969 SQ FT
~0.14 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 25 OF 34, VICTORIA 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

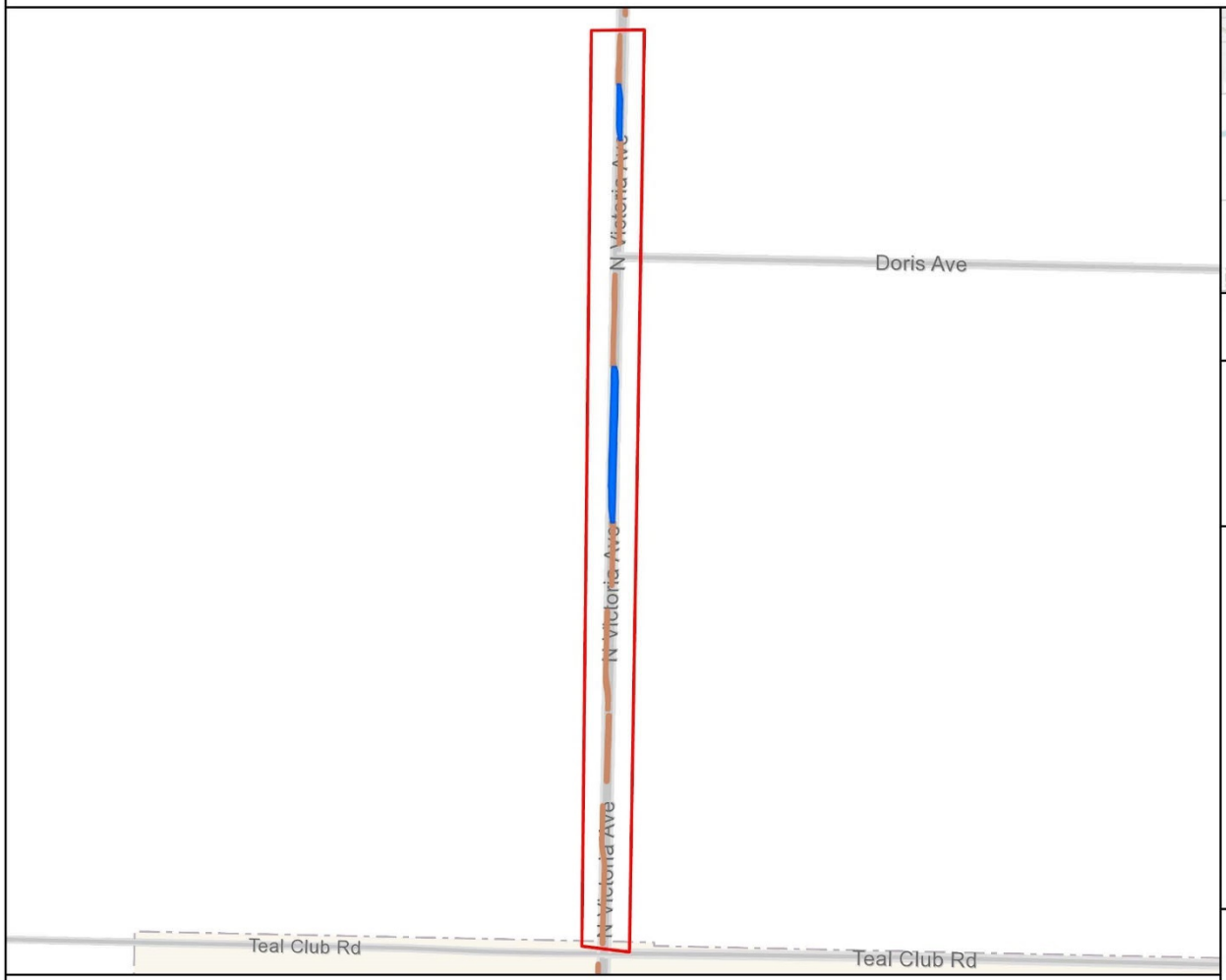
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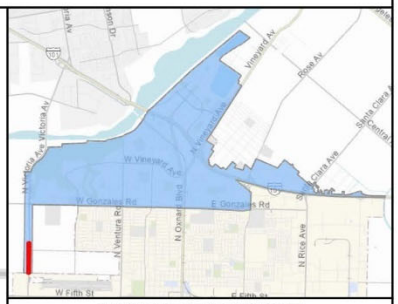
MEDIAN & PARKWAY LANDSCAPE AREAS:
~119,125 SQ FT
~2.73 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,719 SQ FT
~0.04 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 26 OF 34, VICTORIA 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

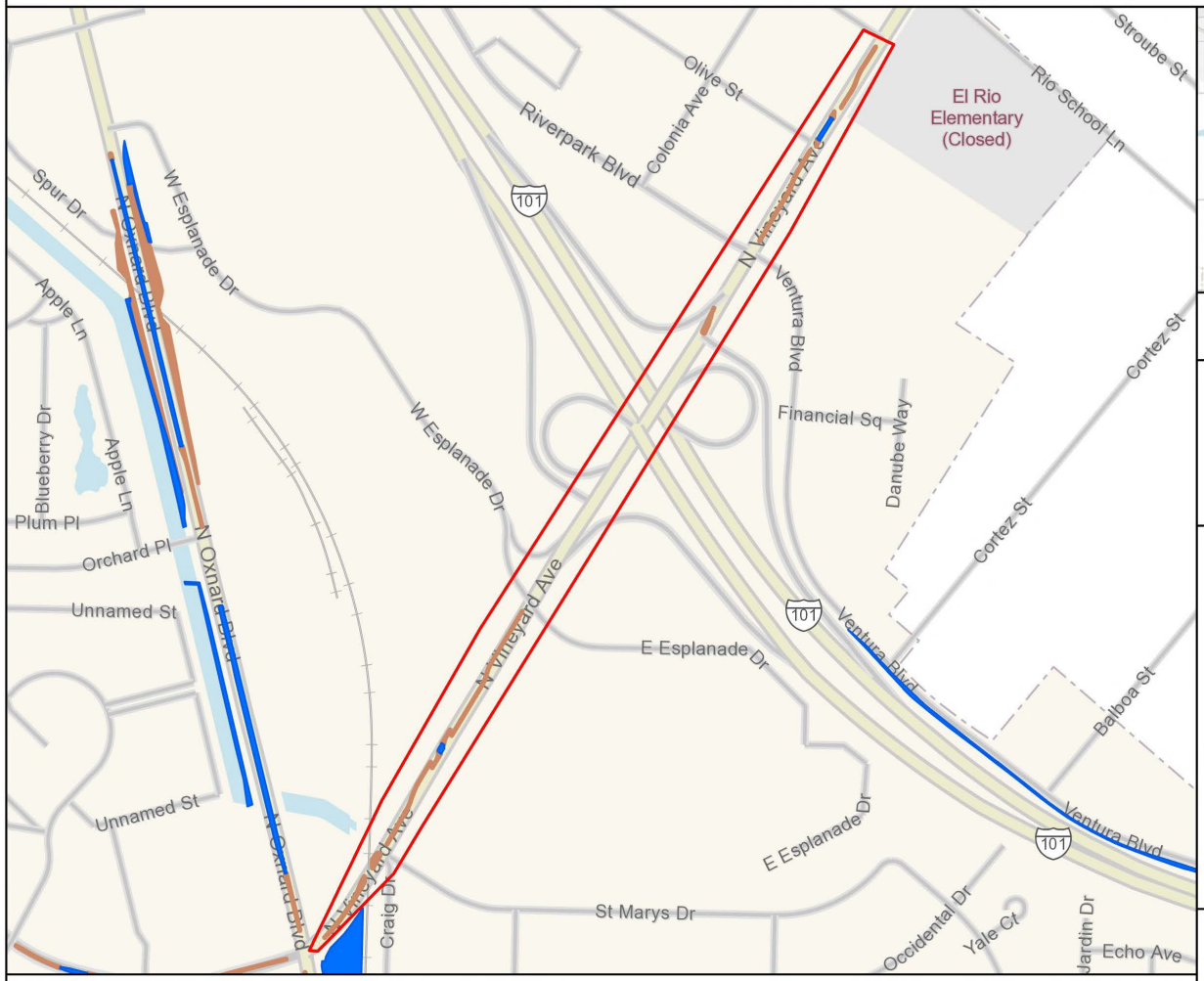
WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,757 SQ FT
~0.22 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,021 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 27 OF 34, VINEYARD 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

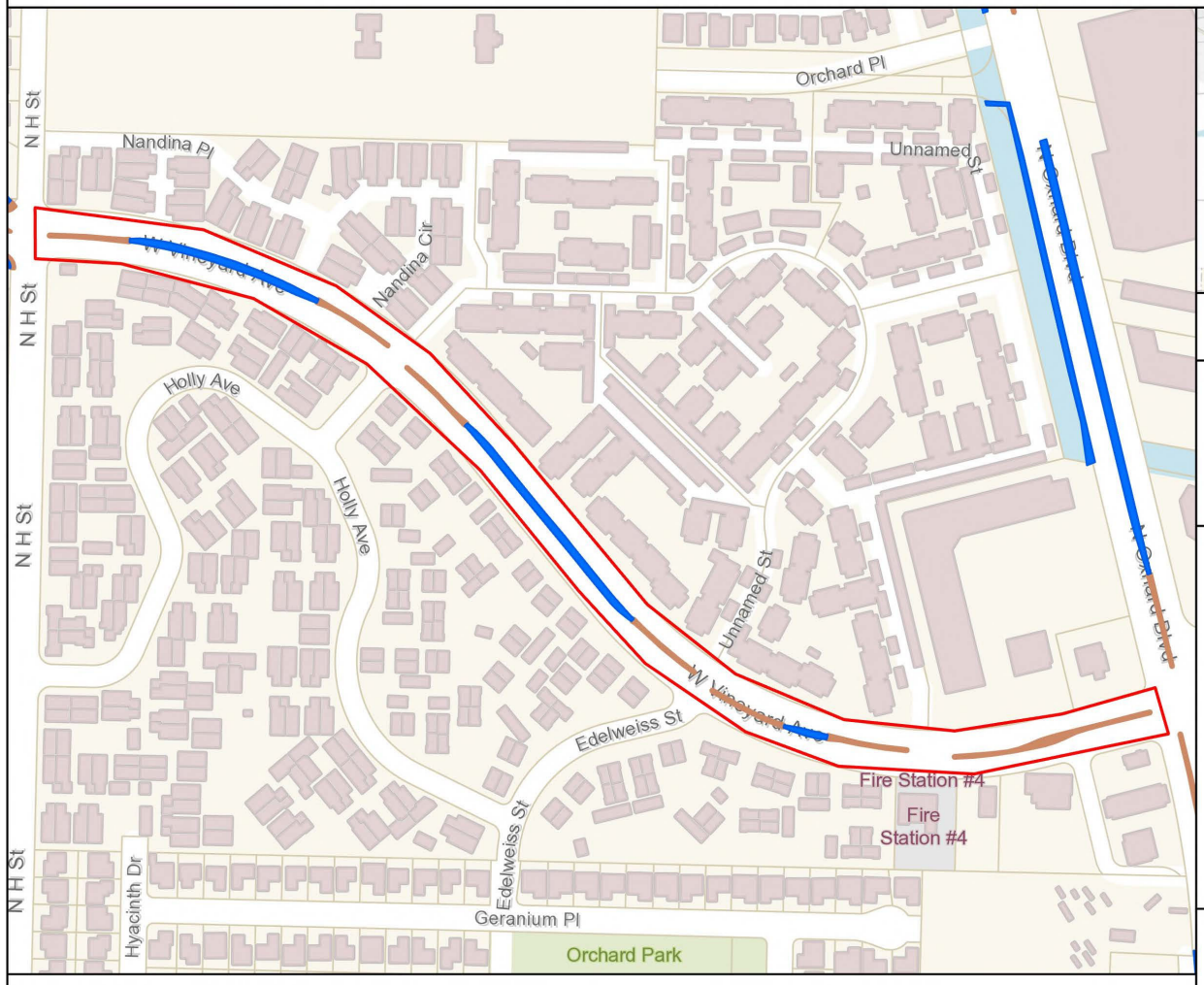
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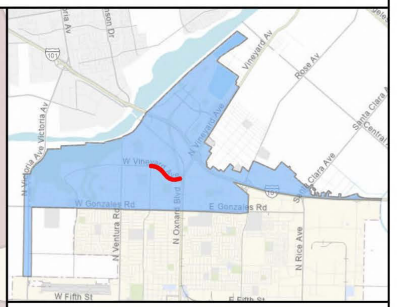
MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,834 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,892 SQ FT
~0.23 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 28 OF 34, VINEYARD 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,579 SQ FT
~0.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,843 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

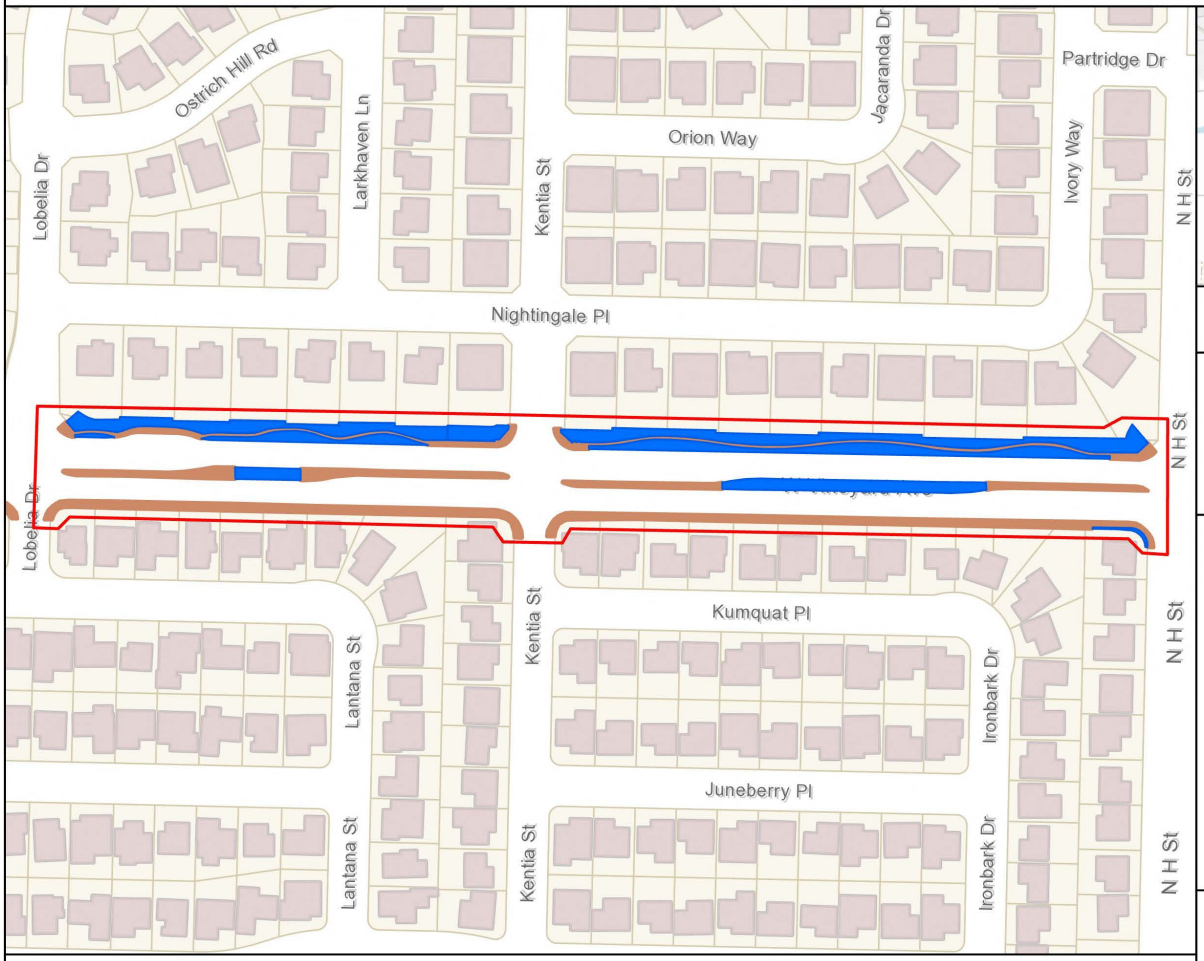
CITY OF OXNARD CALIFORNIA

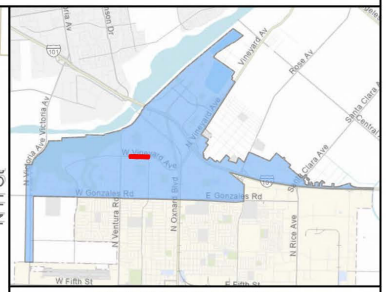
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 1 WORK DETAIL: PAGE 29 OF 34, VINEYARD 3





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

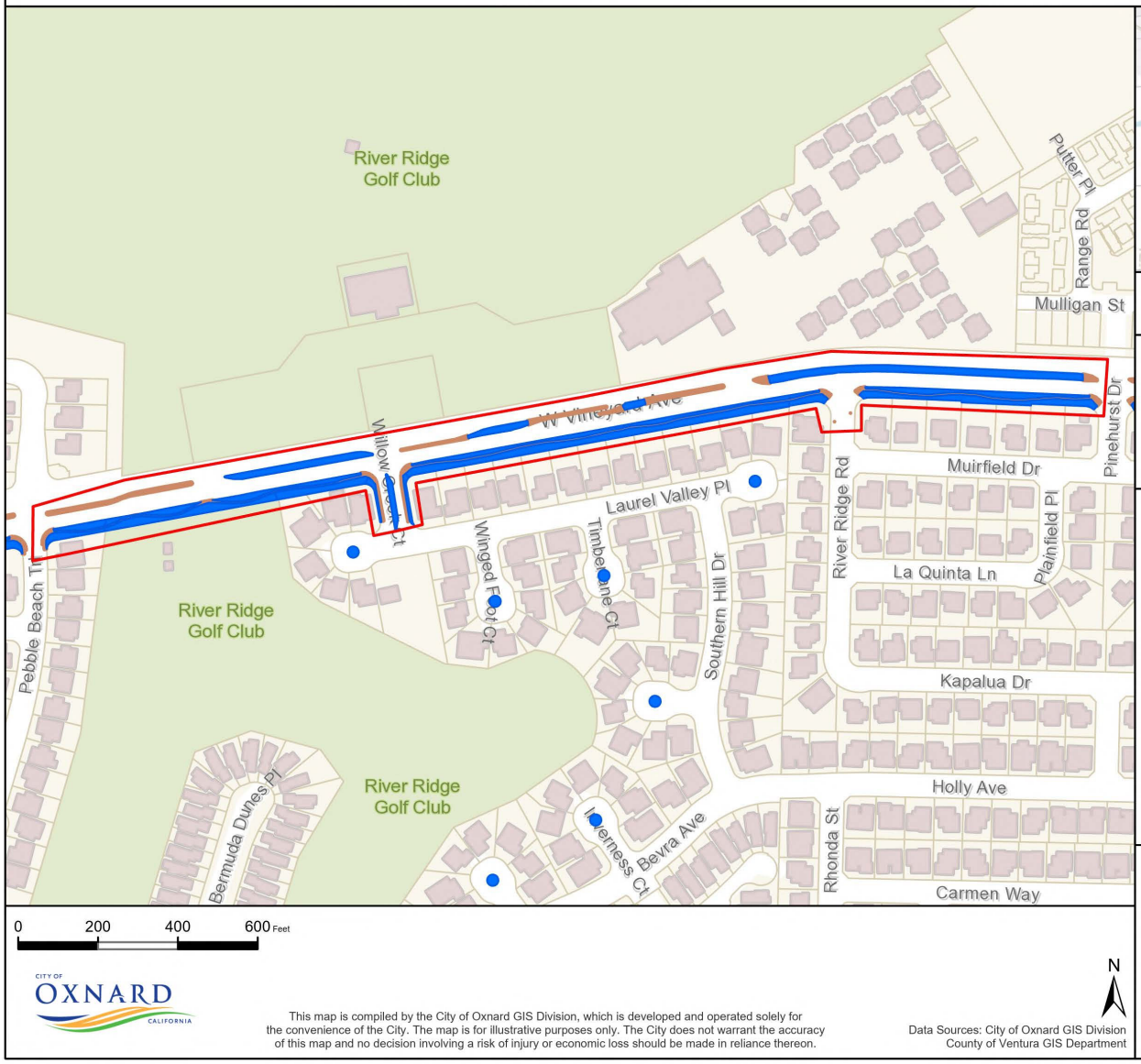
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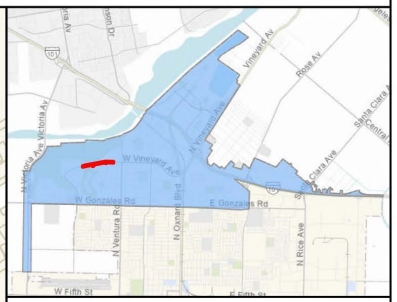
MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,116 SQ FT
~0.92 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~33,092 SQ FT
~0.76 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 30 OF 34, VINEYARD 5





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

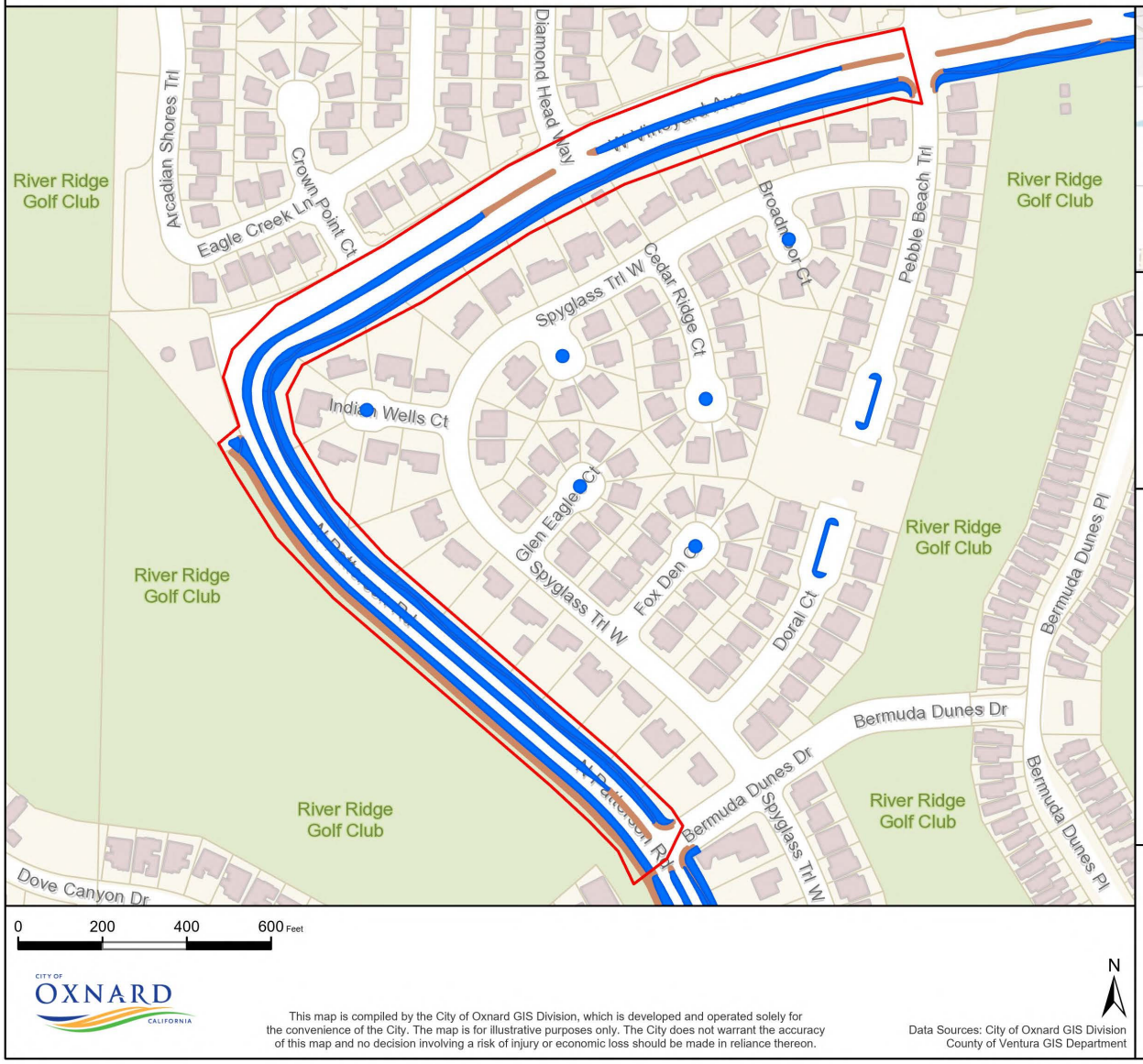
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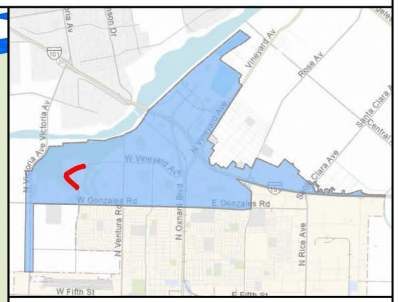
MEDIAN & PARKWAY LANDSCAPE AREAS:
~79,347 SQ FT
~1.82 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~23,170 SQ FT
~0.53 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 31 OF 34, VINEYARD 6





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

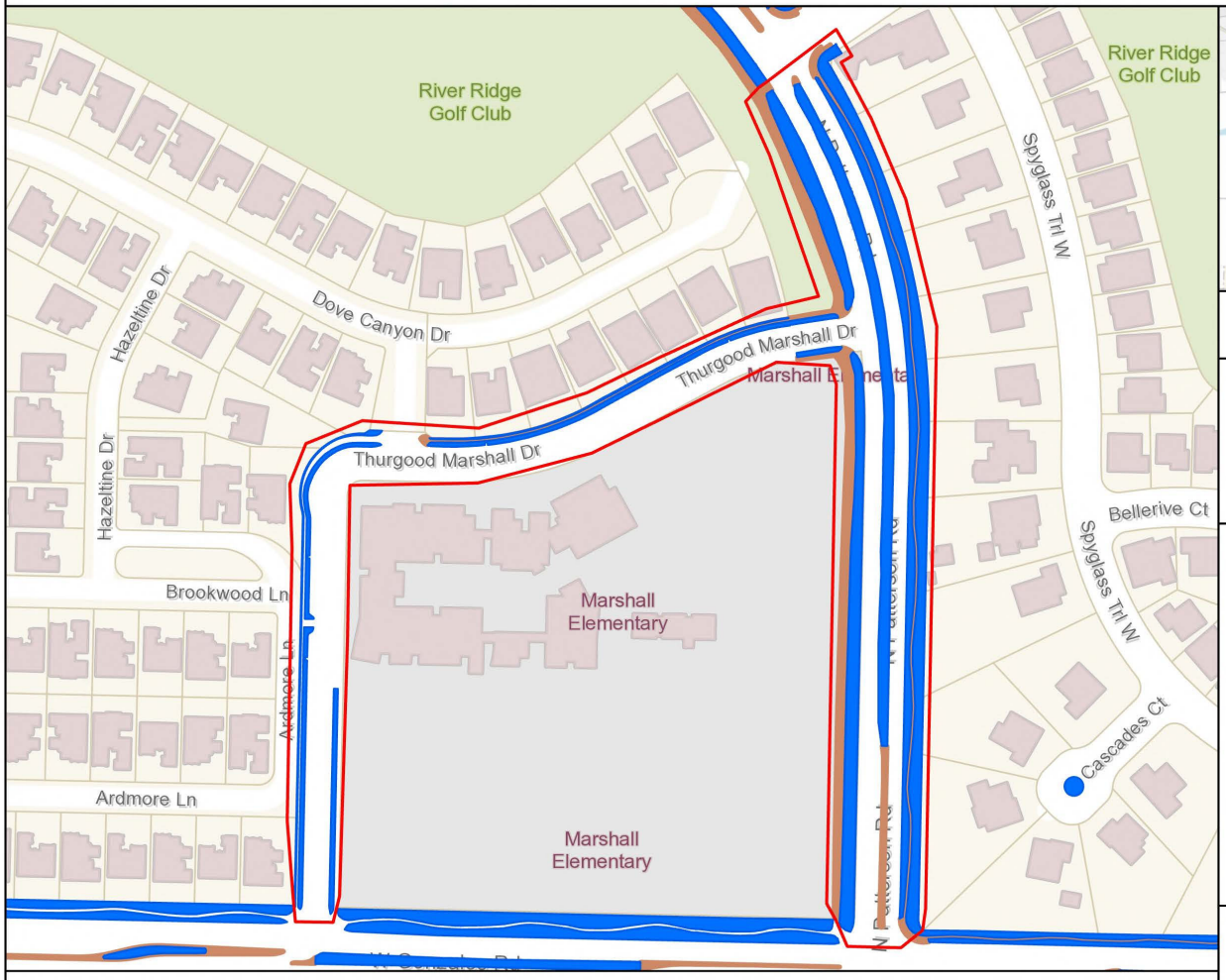
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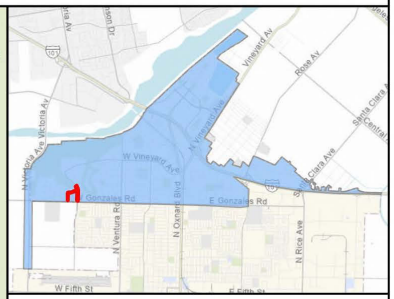
MEDIAN & PARKWAY LANDSCAPE AREAS:
~131,848 SQ FT
~3.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~40,626 SQ FT
~0.93 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 32 OF 34, VINEYARD 7/ THURGOOD MARSHALL





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

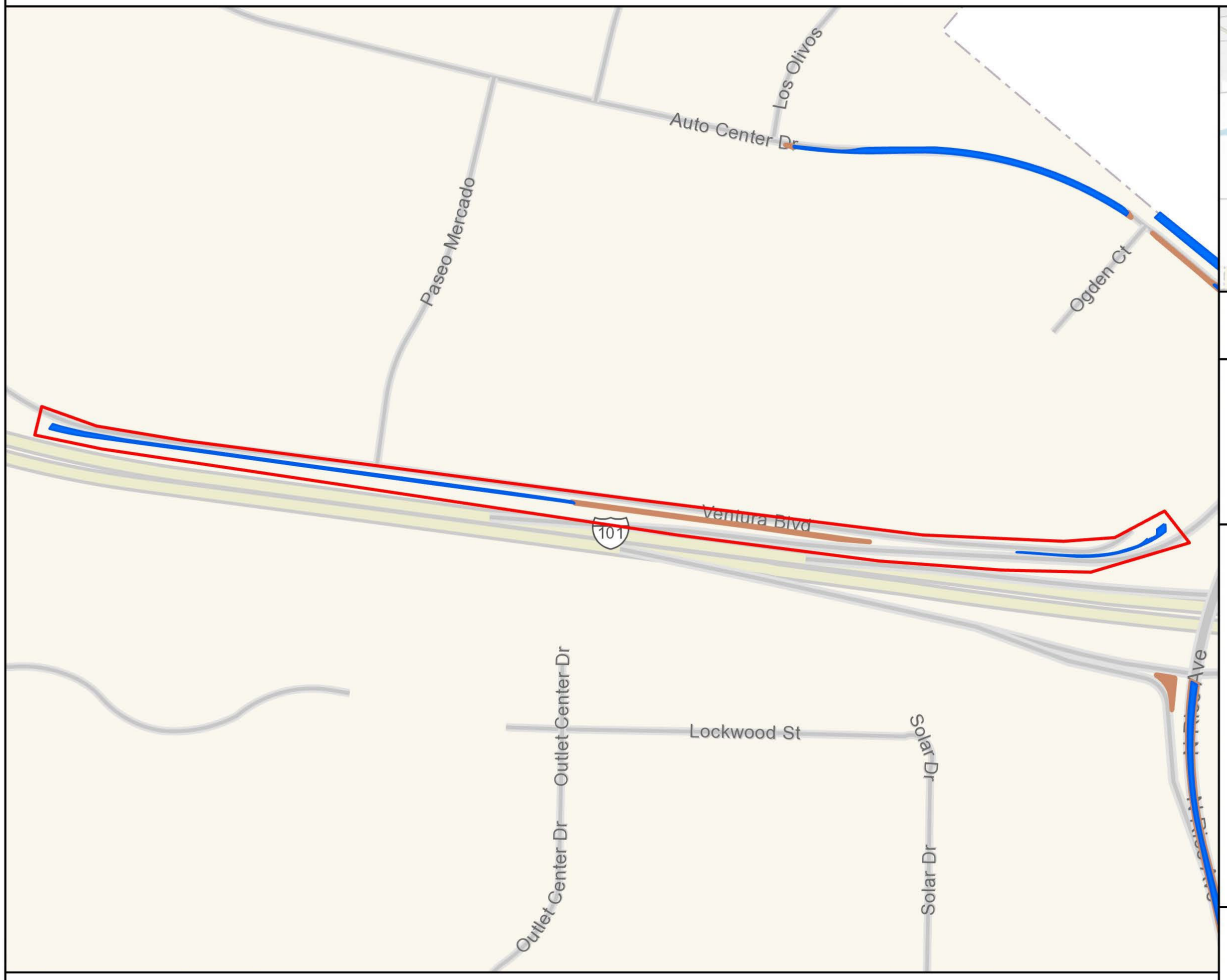
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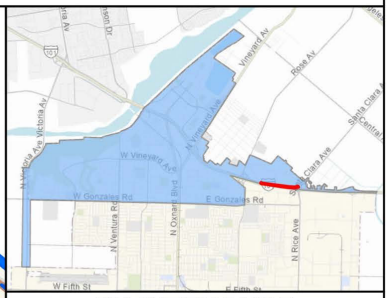
MEDIAN & PARKWAY LANDSCAPE AREAS:
~80,251 SQ FT
~1.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~30,088 SQ FT
~0.69 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 33 OF 34, VENTURA BLVD 1





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

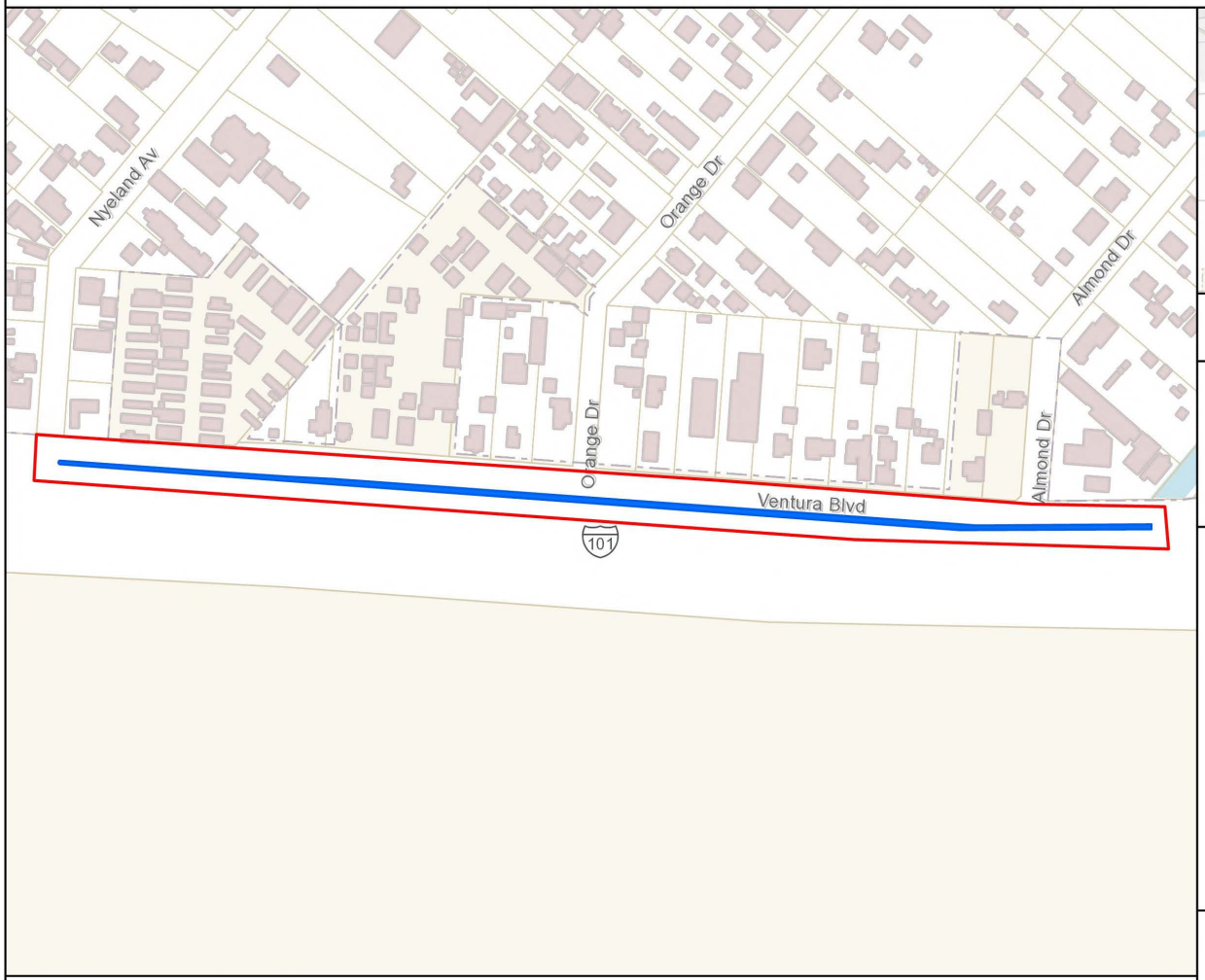
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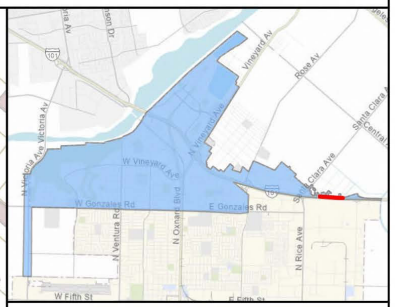
MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,732 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,234 SQ FT
~0.1 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 1 WORK DETAIL: PAGE 34 OF 34, VENTURA BLVD 2





MAINTENANCE TOTALS

REGION 1

ACRES-
LANDSCAPED: 37.43
HARDSCAPE: 9.36

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~18,214 SQ FT
~0.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for Streets and Medians landscape maintenance (Region 2).

2. PARTIES.

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

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 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.

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: $4,294,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City’s Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City’s Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider’s Project Manager. The Service Provider must notify the City 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 Service Provider.

10. SERVICE PROVIDER’S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City’s monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

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 4 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.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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 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.**

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 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 or employees are in any manner agents 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. 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.

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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

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.

30. 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 F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit H.** Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms that uniquely identify them as crew members assigned to this Agreement. If the Service Provider maintains contracts with HOAs or businesses within the City, the Service Provider shall be required to have their staff wearing uniforms which clearly

identify them from other Service Provider's staff working in the HOA or business areas. Uniforms shall be agreed upon between Service Provider and the City prior to the start of any work.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.

v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.

vi. Service Provider to schedule work to conform to all applicable City Ordinances.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.

viii. Work using power equipment will not be performed adjacent to residential housing before 8:00a.m.

ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider i.e. irrigation boxes being damaged or destroyed by mower blades.

x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.

xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.

xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, etc. that is caused by the Service Providers error. Replacement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this Agreement. Service Provider is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies

are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules and at the expense of the Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Service Provider elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-of-way.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope which may include but is not limited to:

i. Hauling

ii. Chemicals
iii. Dumping
iv. Trash bags
v. Seed
vi. Batteries
vii. Insecticides
viii. Herbicides
ix. Fertilizers
x. Fuel

And any other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these Agreement documents.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management: Routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weeding, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Tree Maintenance: Proactively prune Queens Palms only.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as

soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City in writing within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain planters free from weeds which includes, but is not limited to, Poa Annua, Nutsedge, Horseweed, Kikuyu grass, or

other invasive crop damaging weeds. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. Herbicides must be applied at maximum rates unless advised by the City.
iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
iv. Herbicide cost should be figured into the base bid.
v. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
vi. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vii. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
viii. Service Provider 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.
ix. Tree wells should be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be

pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.

iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Maintenance

i. Service Provider to proactively trim Queen Palms that can be reached with a pole saw up to 20' from the ground. All other trees are the responsibility of the City.
ii. Palm tree pruning consists of the removal of all dead fronds, fruit clusters and other vegetation from the trunks of all Queen Palms.
iii. All debris from pruning shall be removed from the site and disposed of.
iv. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc.

ii. Cleaning - removal of debris by blowing from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite)as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least ½ full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not

need changing, but has fallen to the bottom of the can, the liner will be properly secured.

vii. If loose trash is present under the liner in the receptacle. Contractor is responsible for removing, when changing the liner.

viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.

ix. Contractor to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.

ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and methods of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing

ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.

iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - 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. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
xiv. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xvi. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvii. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xviii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.
xix. Riprap Clean Up - Use of an aquatic safe herbicide for the knockdown of weeds and subsequent removal of plant material, trash and debris. Price shall

be per service and shall be for one service of the full length of the riprap around the island.

5.3 Landscape Renovations

i. Planter Bed Renovation - on a per square foot basis, Service Provider shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform

in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 2 (Weekly)	$44,950.00 /Monthly

Hourly rate as-needed	$ 40.00	/Hour
Hourly Irrigation Tech rate as-needed	$ 45.00	/Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.		

Overseeding	$ 250.00	/1000 sq ft
Power washing	$ 220.00	/1000 sq ft
Aeration	$ 95.00	/1000 sq ft
Dethatching	$ 95.00	/1000 sq ft
Mulch (Install)	$ 1.00	/cu ft
Decomposed Granite (Install)	$ 1.75	/cu ft
Landscape pavers (Install)	$ 6.50	/sq ft
Stones (Install)	$ 18.00	/unit
Sod (Install)	$ 1.50	/sq ft
Sod Cutting	$ 1.00	/sq ft
Edging/Line trimming	$ 0.05	/ln ft
Landscape Drainage	$ 8.00	/ln ft
Weed Control	$ 100.00	/1000 sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

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

Exhibit INS-D

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

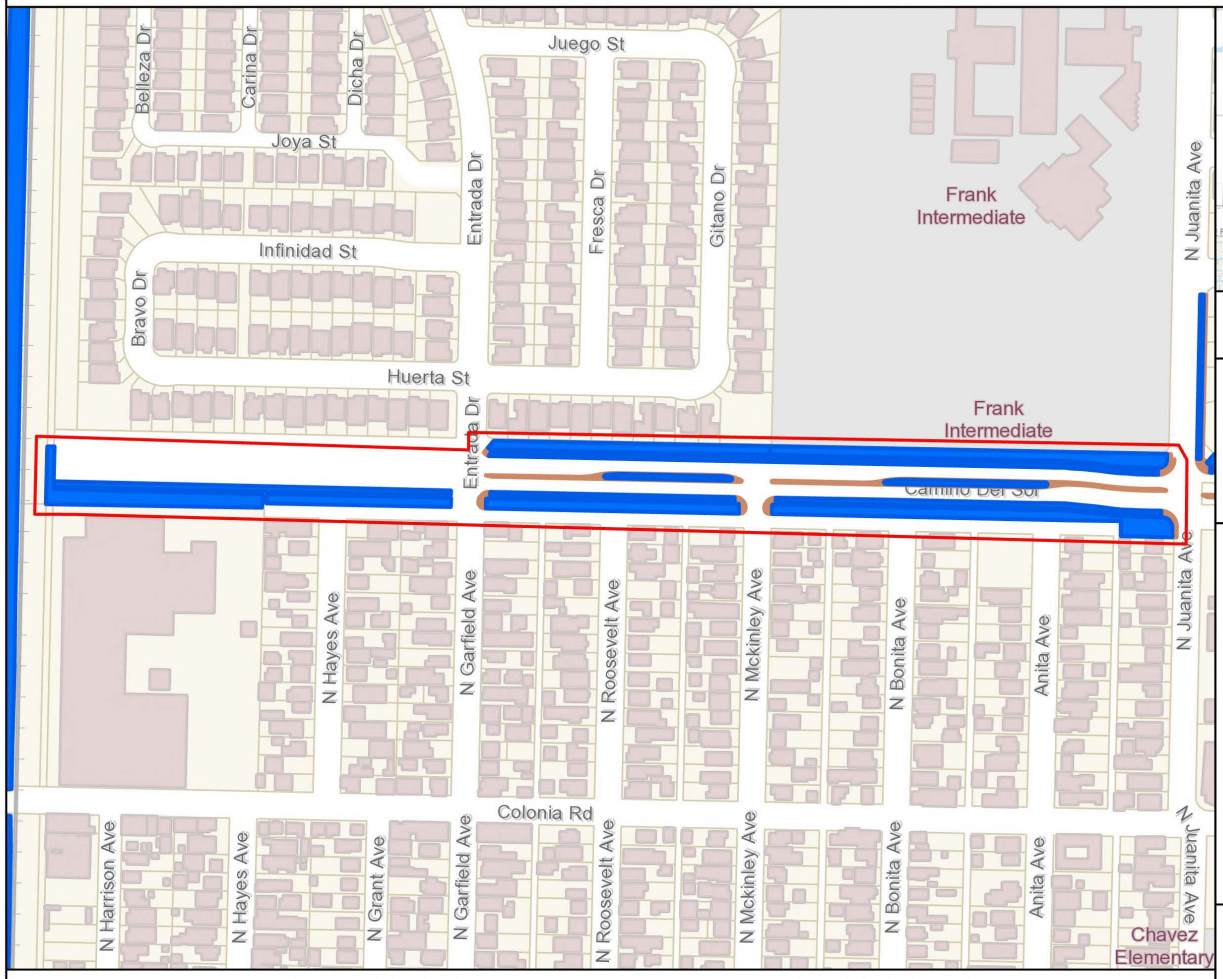
EXHIBIT H

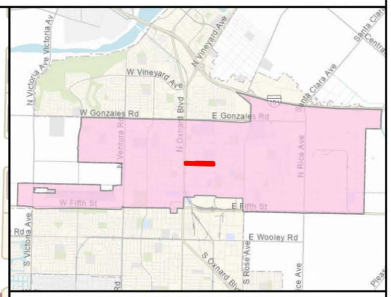
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

REGION 2 WORK DETAIL: PAGE 1 OF 55, CAMINO DEL SOL 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

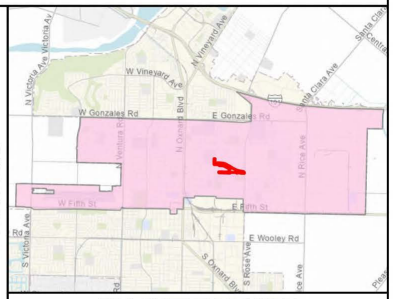
MEDIAN & PARKWAY LANDSCAPE AREAS:
~129,380 SQ FT
~2.97 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,906 SQ FT
~0.57 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 2 OF 55, CAMINO DEL SOL 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

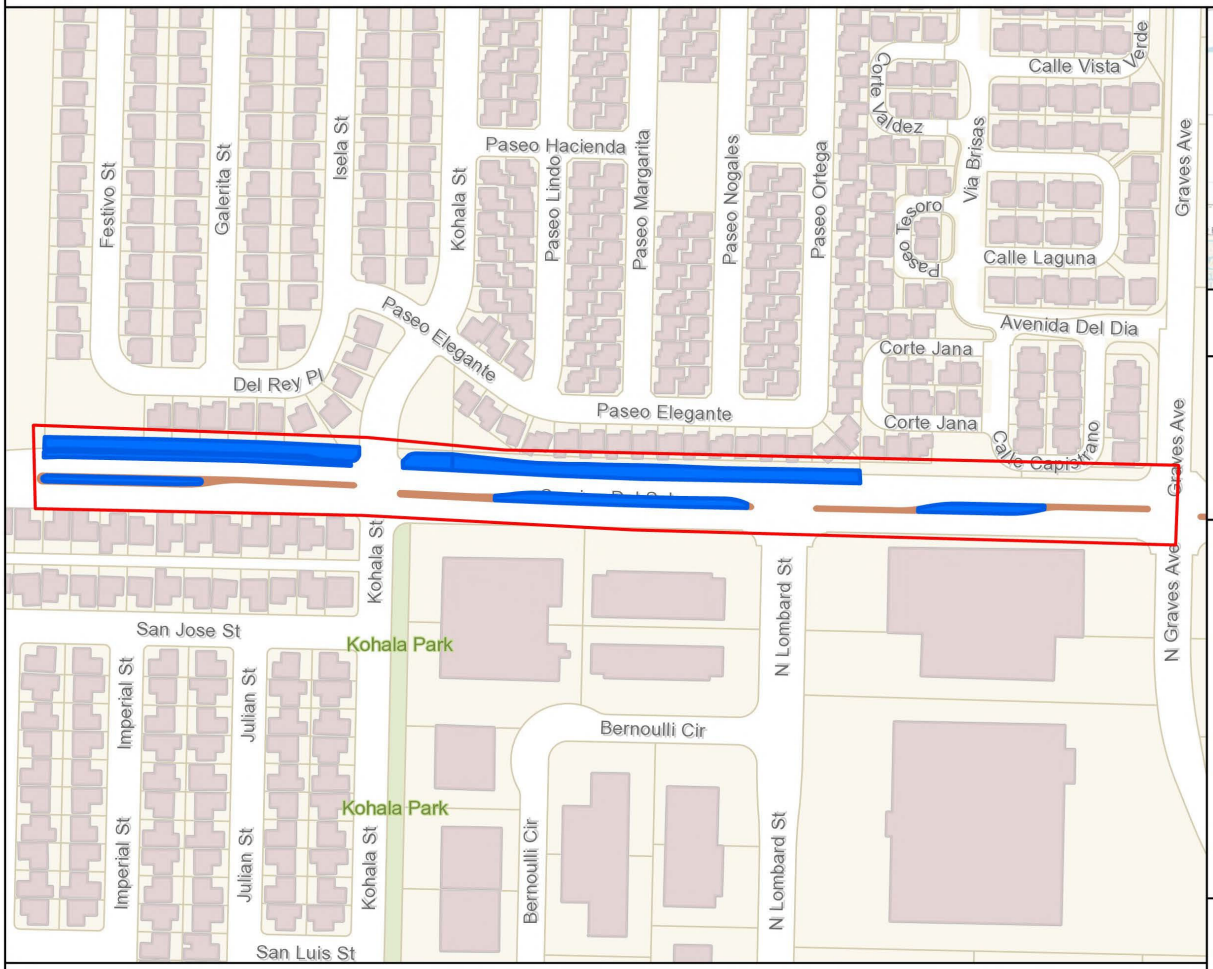
WORK TO BID ON THIS PAGE

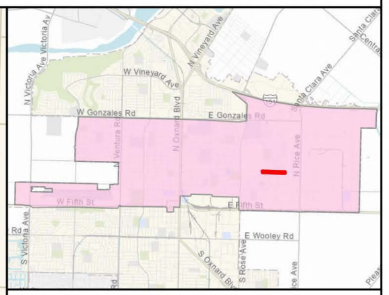
MEDIAN & PARKWAY LANDSCAPE AREAS:
~162,404 SQ FT
~3.73 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~41,556 SQ FT
~0.95 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 3 OF 55, CAMINO DEL SOL 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

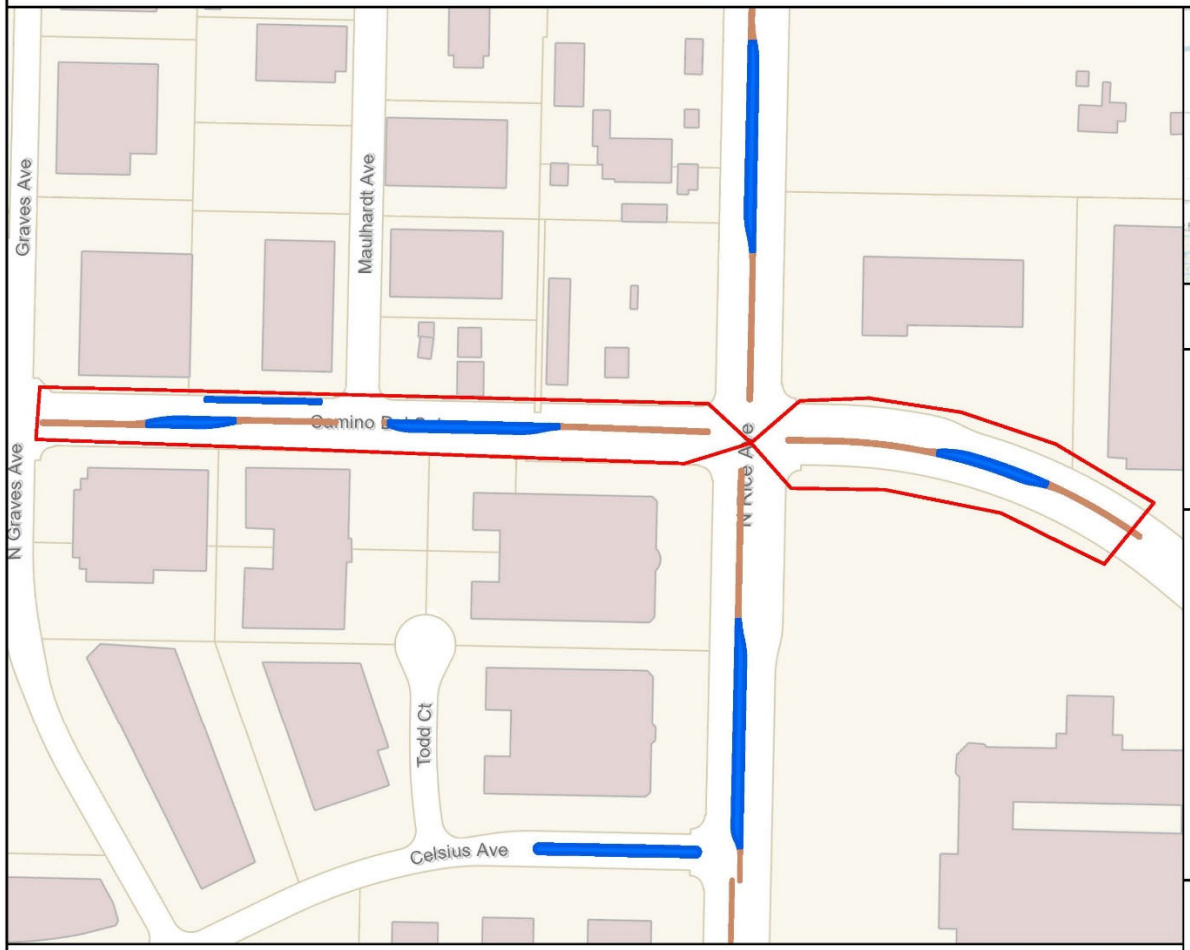
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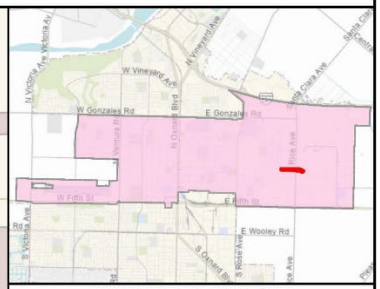
MEDIAN & PARKWAY LANDSCAPE AREAS:
~49,259 SQ FT
~1.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,190 SQ FT
~0.12 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 4 OF 55, CAMINO DEL SOL 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

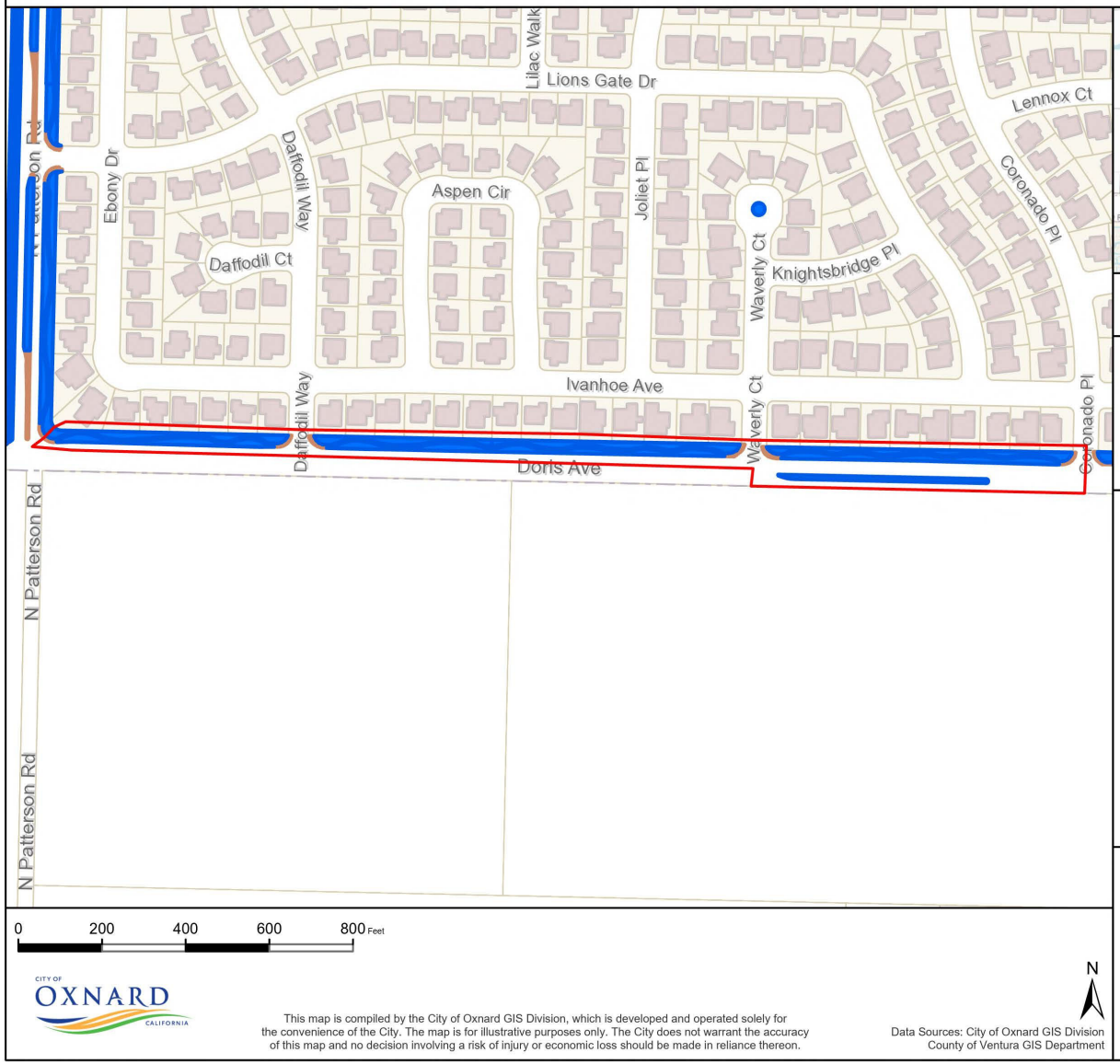
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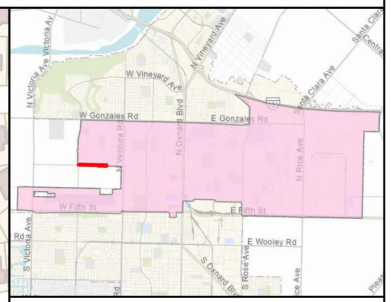
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 10,368 SQ FT
~ 0.24 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 4,736 SQ FT
~ 0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 5 OF 55, DORIS AVE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

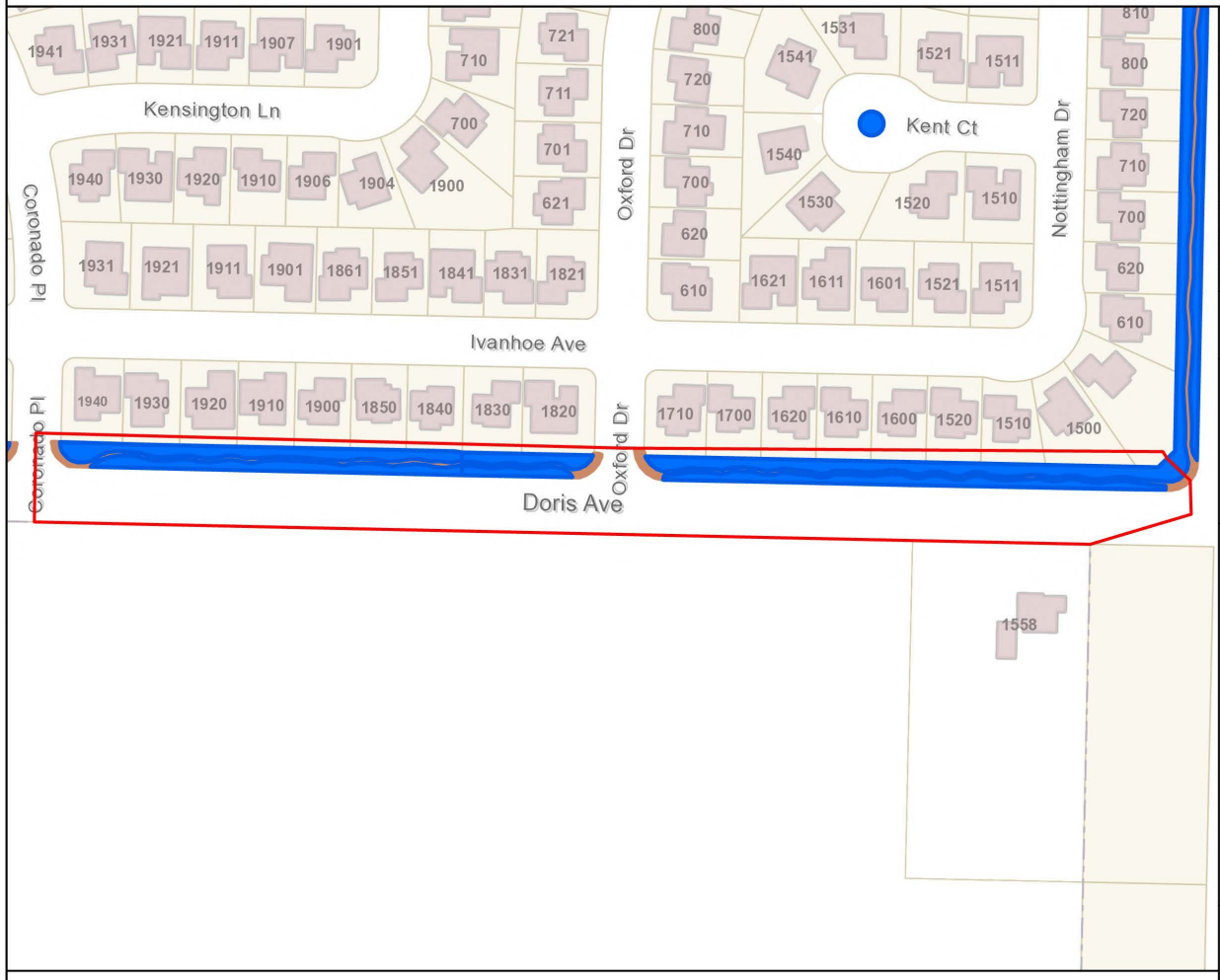
WORK TO BID ON THIS PAGE

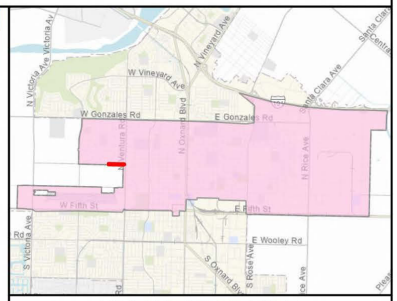
MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,788 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~13,920 SQ FT
~0.32 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 6 OF 55, DORIS AVE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,077 SQ FT
~0.67 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,759 SQ FT
~0.18 ACRES

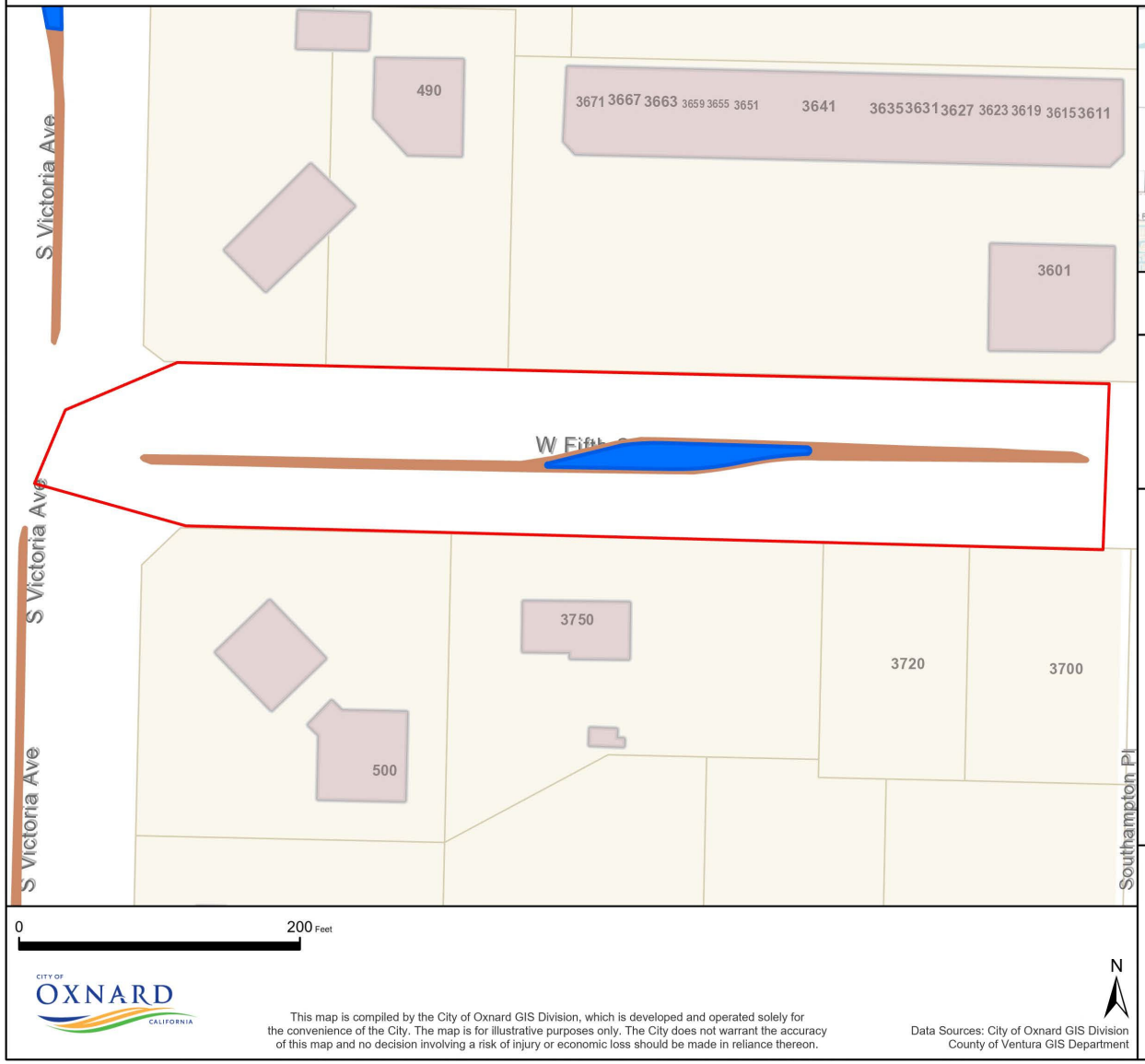
Work extent on this map
Contracted Landscape
Contracted Hardscape

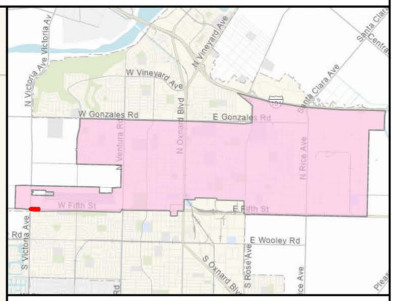
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 7 OF 55, FIFTH ST 01





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

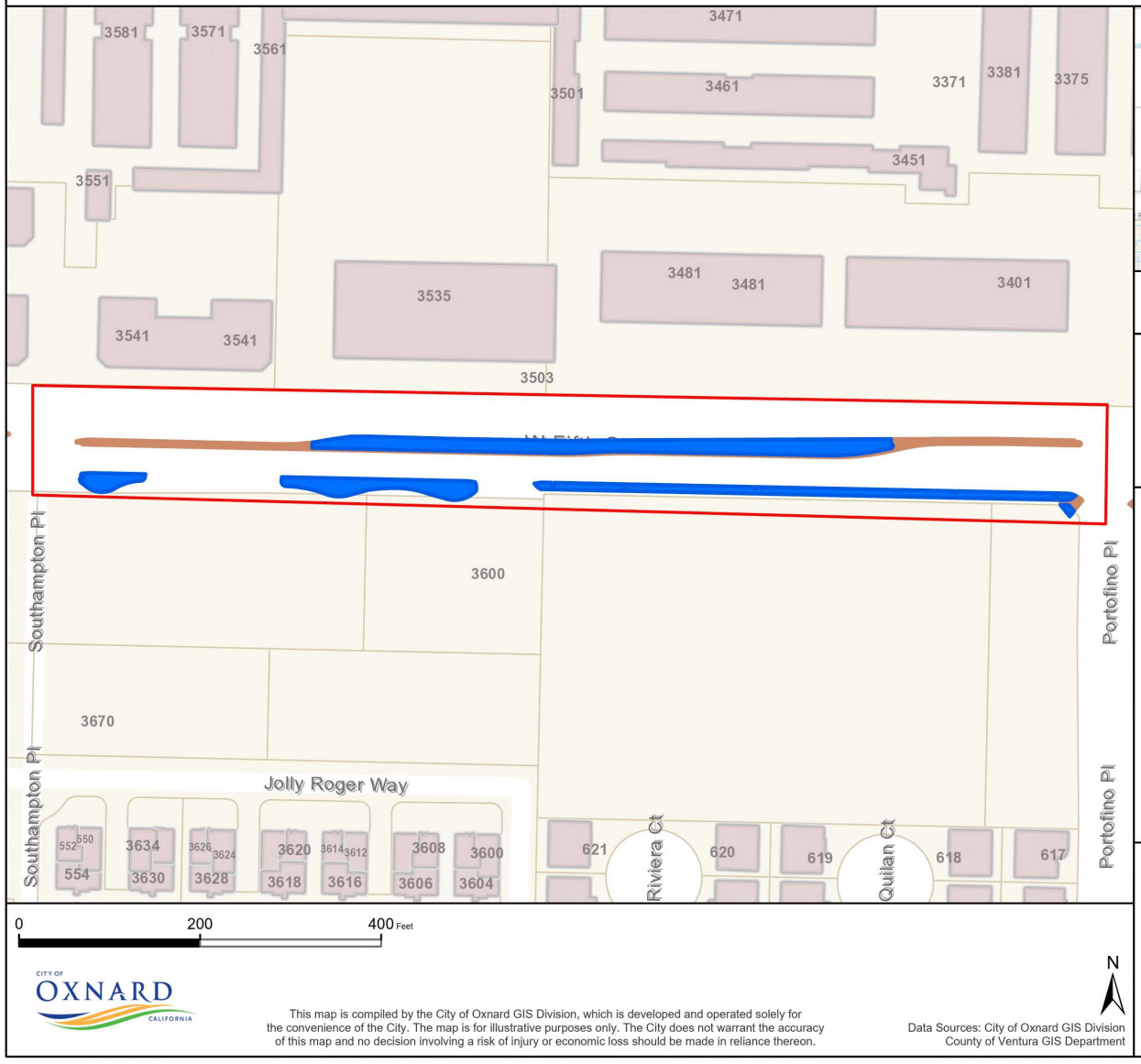
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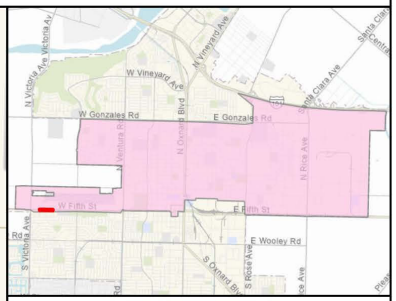
MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,305 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,013 SQ FT
~0.09 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 8 OF 55, FIFTH ST 02





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

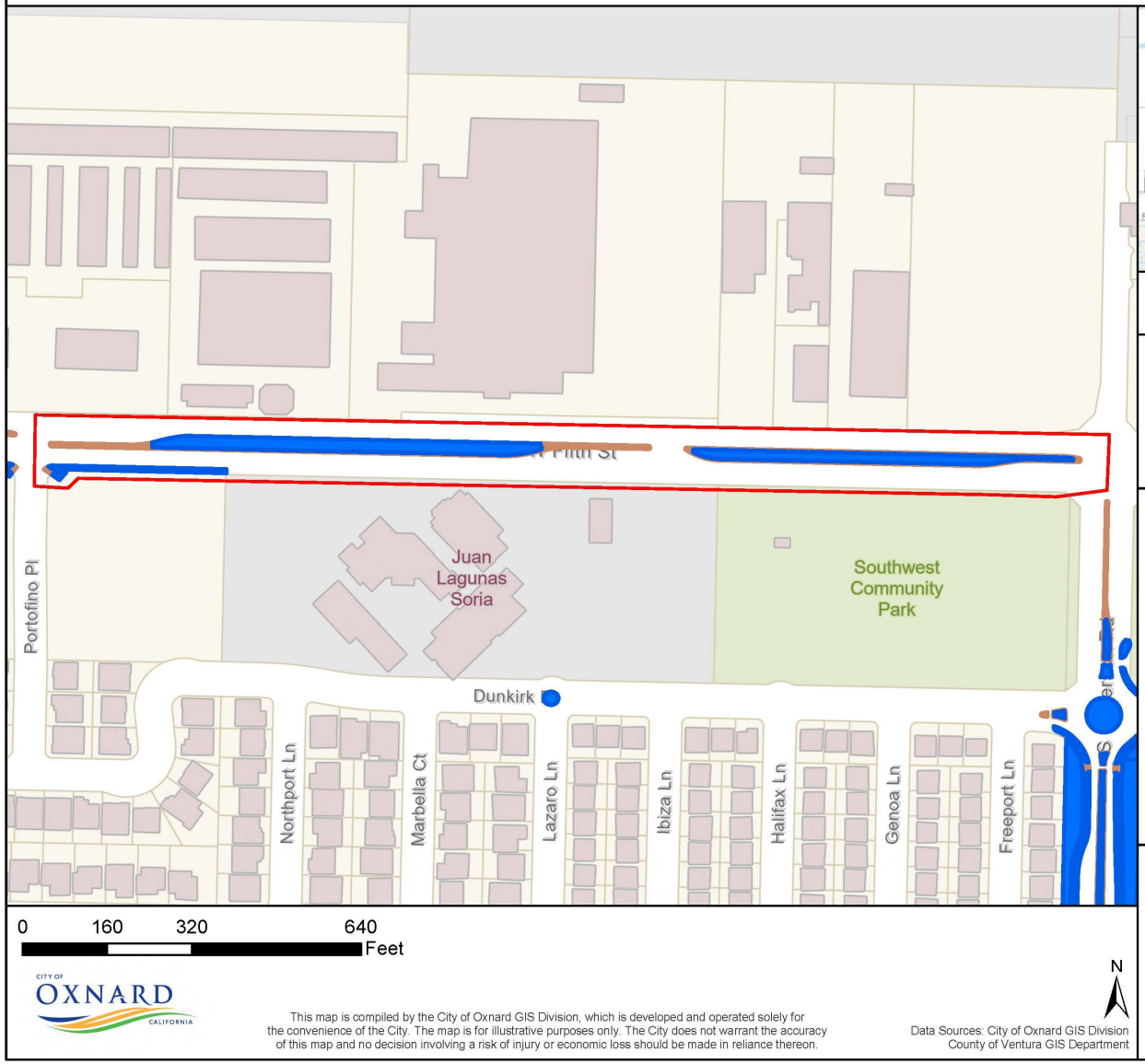
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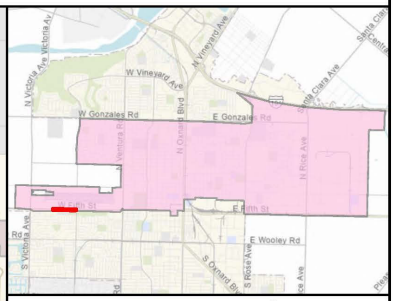
MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,085 SQ FT
~0.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,832 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 9 OF 55, FIFTH ST 03





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

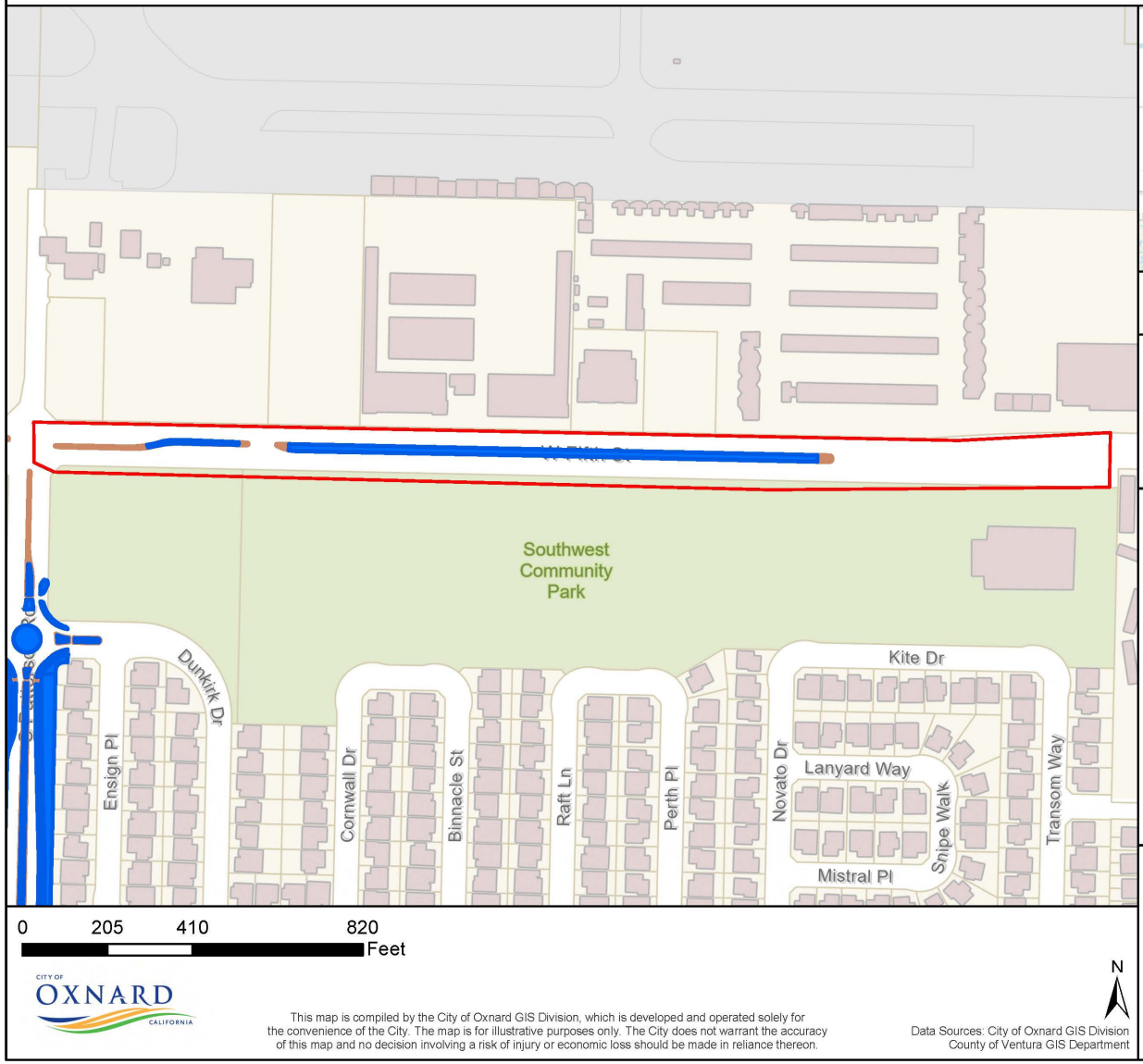
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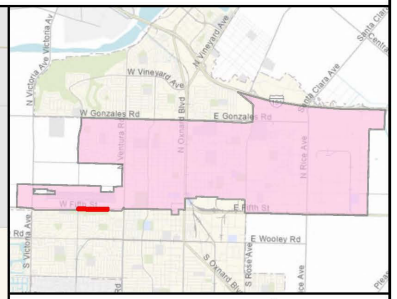
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 25,140 SQ FT
~ 0.58 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 10,554 SQ FT
~ 0.24 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 10 OF 55, FIFTH ST 04





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

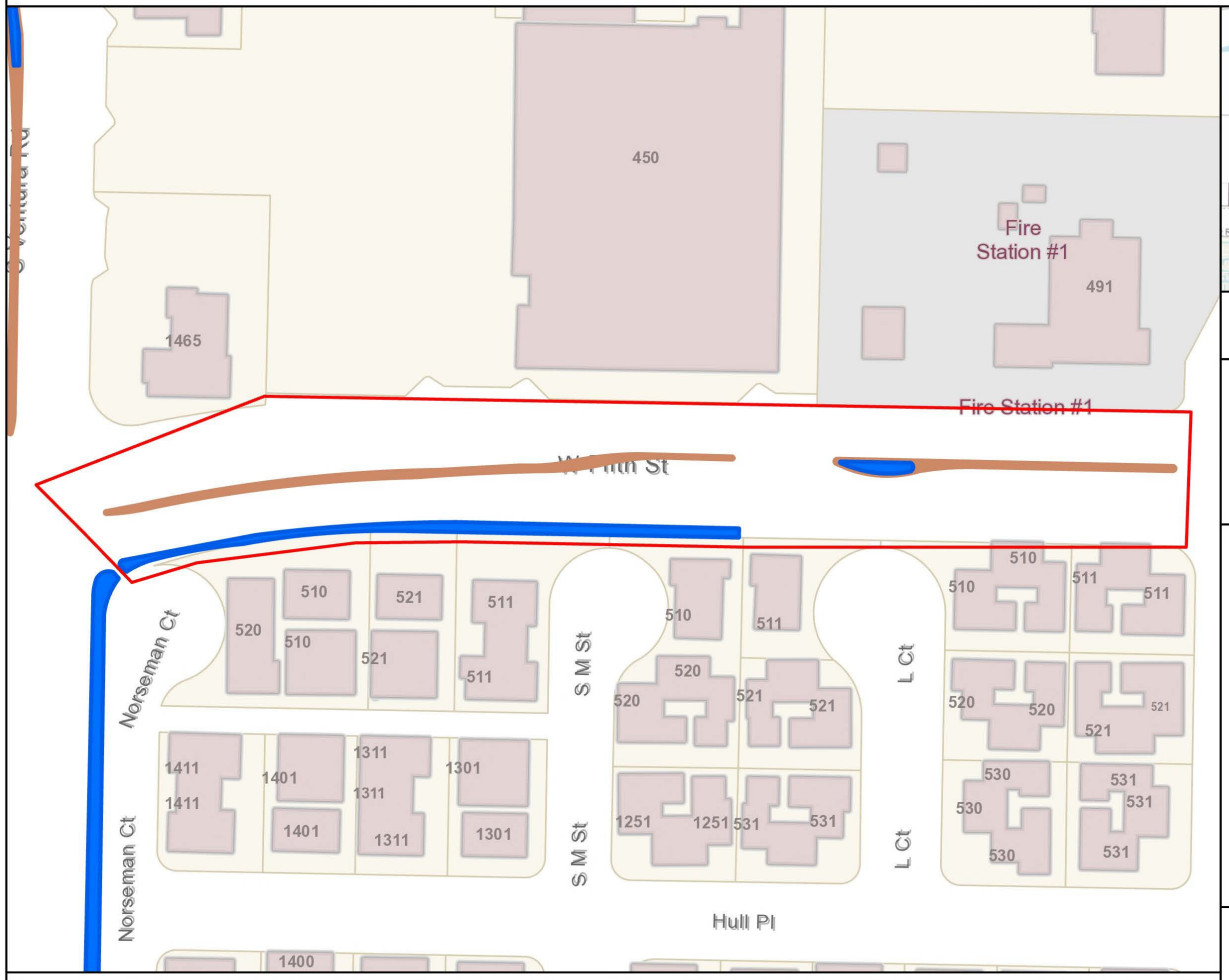
WORK TO BID ON THIS PAGE

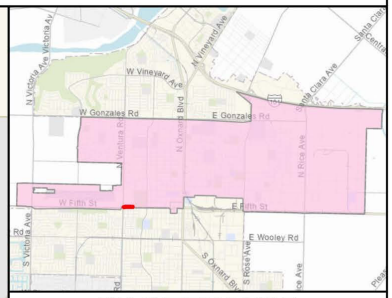
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 20,443 SQ FT
~ 0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 3,043 SQ FT
~ 0.07 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 11 OF 55, FIFTH ST 05





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,129 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,137 SQ FT
~0.07 ACRES

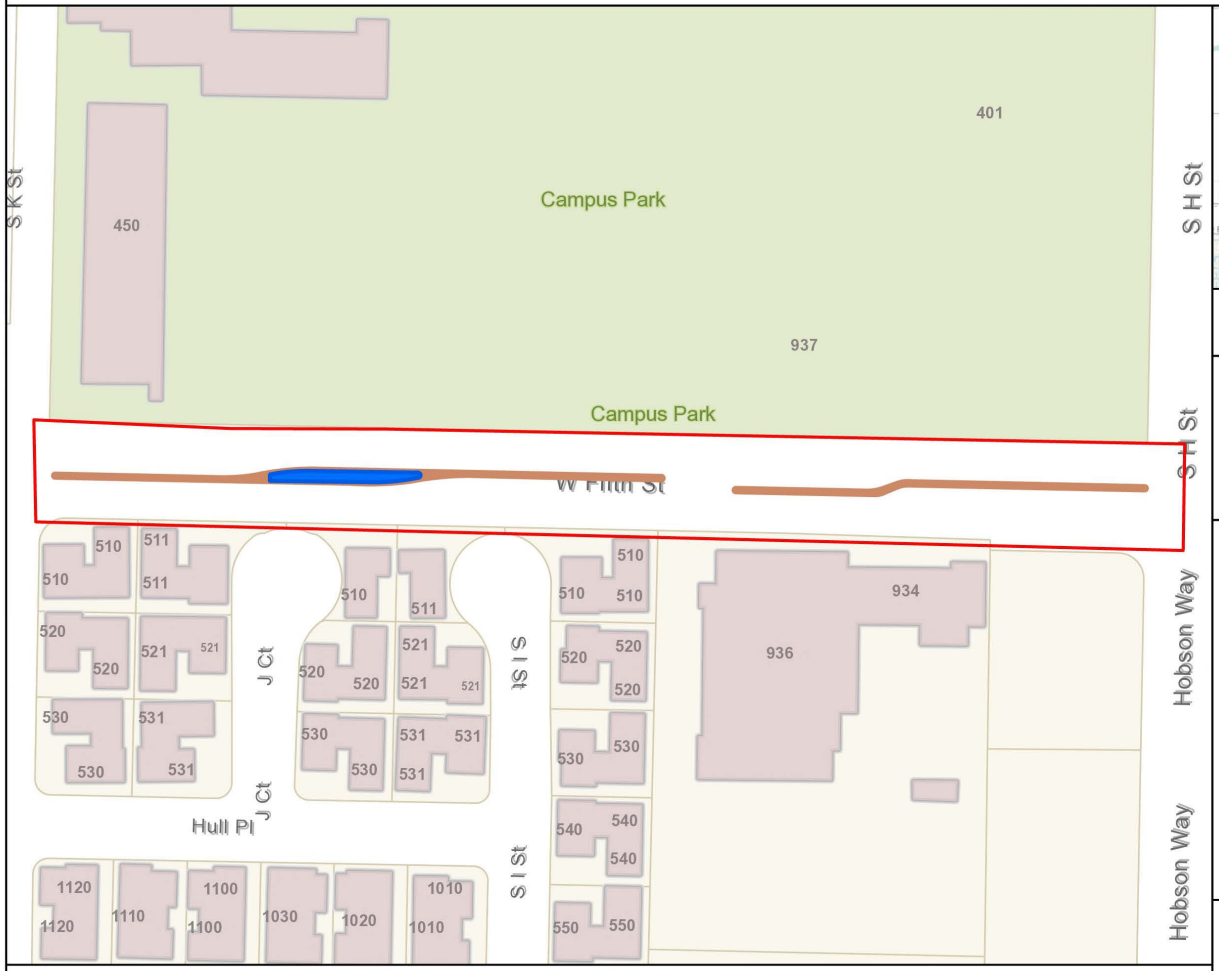
Work extent on this map
Contracted Landscape
Contracted Hardscape

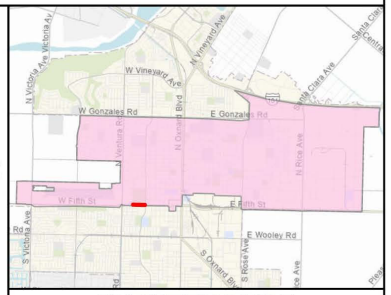
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 12 OF 55, FIFTH ST 06





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

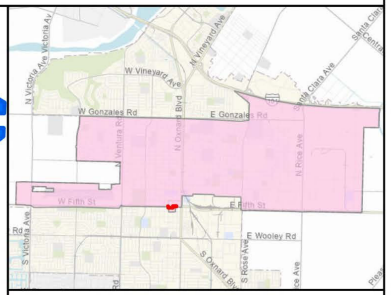
MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,319 SQ FT
~0.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,195 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 13 OF 55, FIFTH ST 07





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,233 SQ FT
~0.07 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,515 SQ FT
~0.03 ACRES

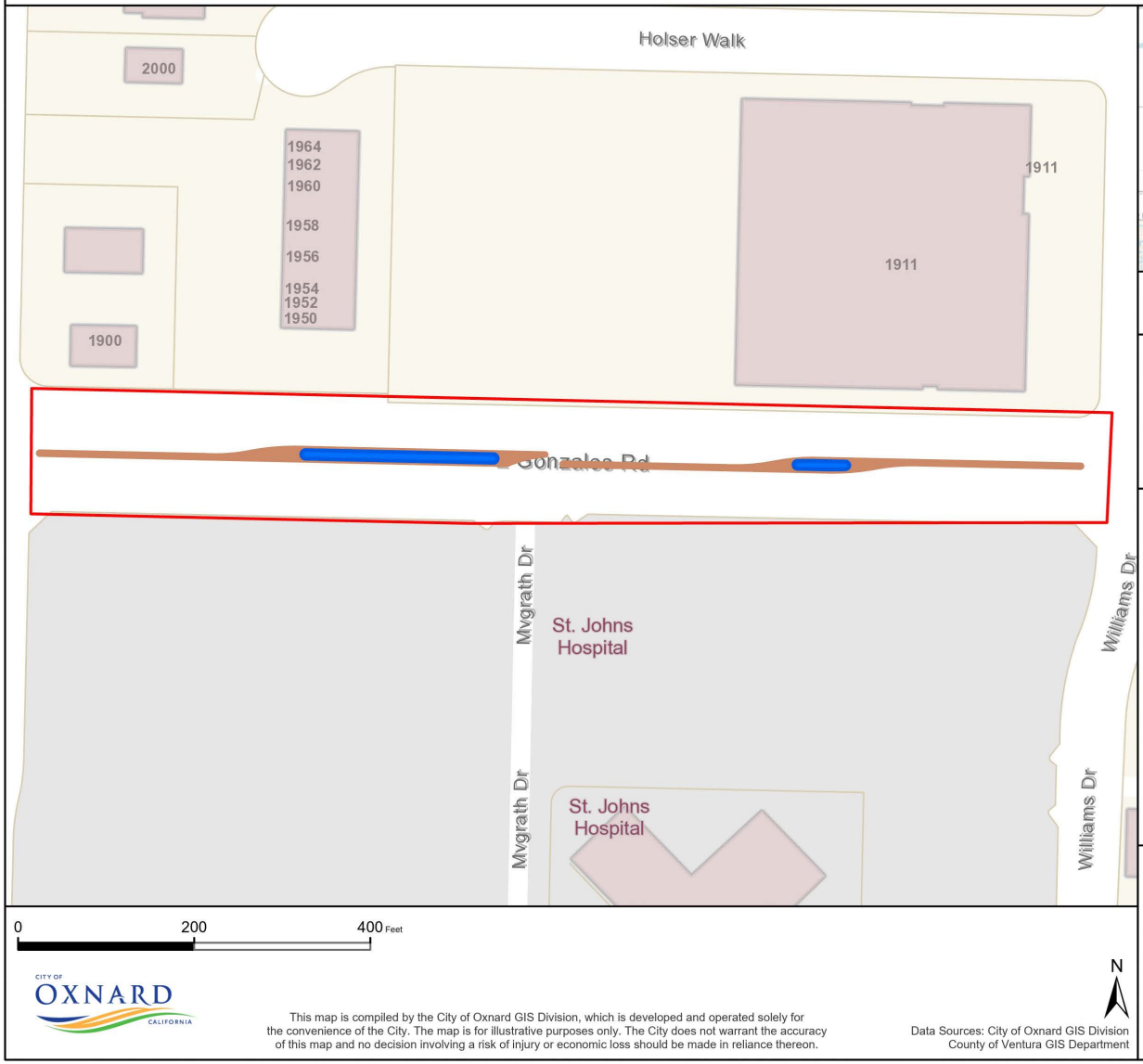
Work extent on this map
Contracted Landscape
Contracted Hardscape

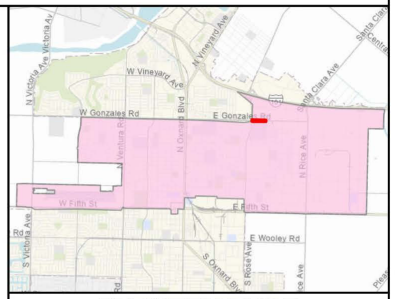
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 14 OF 55, GONZALES 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

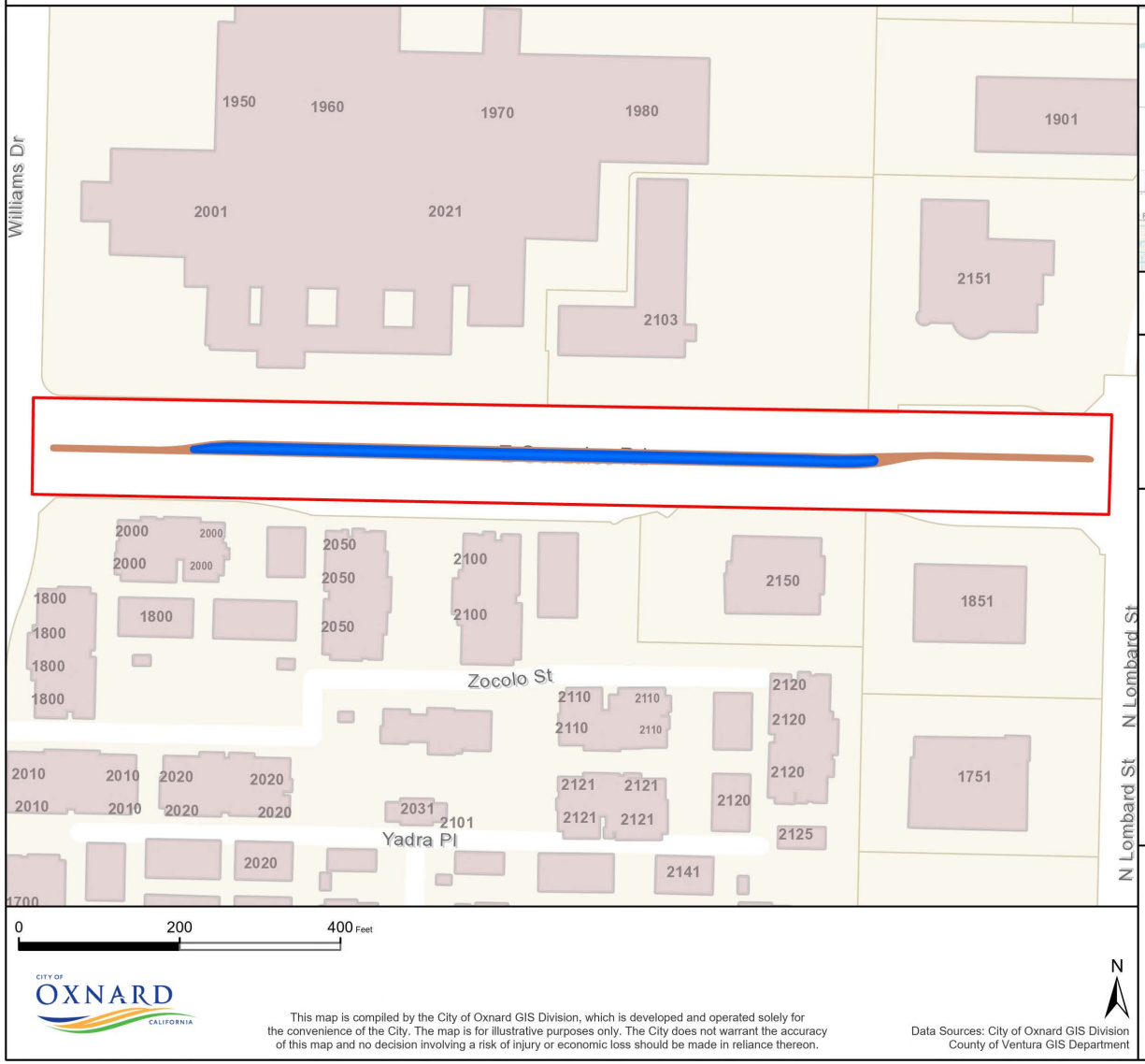
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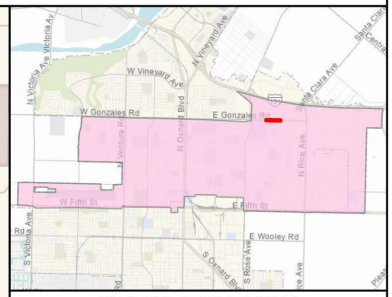
MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,718 SQ FT
~0.06 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,427 SQ FT
~0.15 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 15 OF 55, GONZALES 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

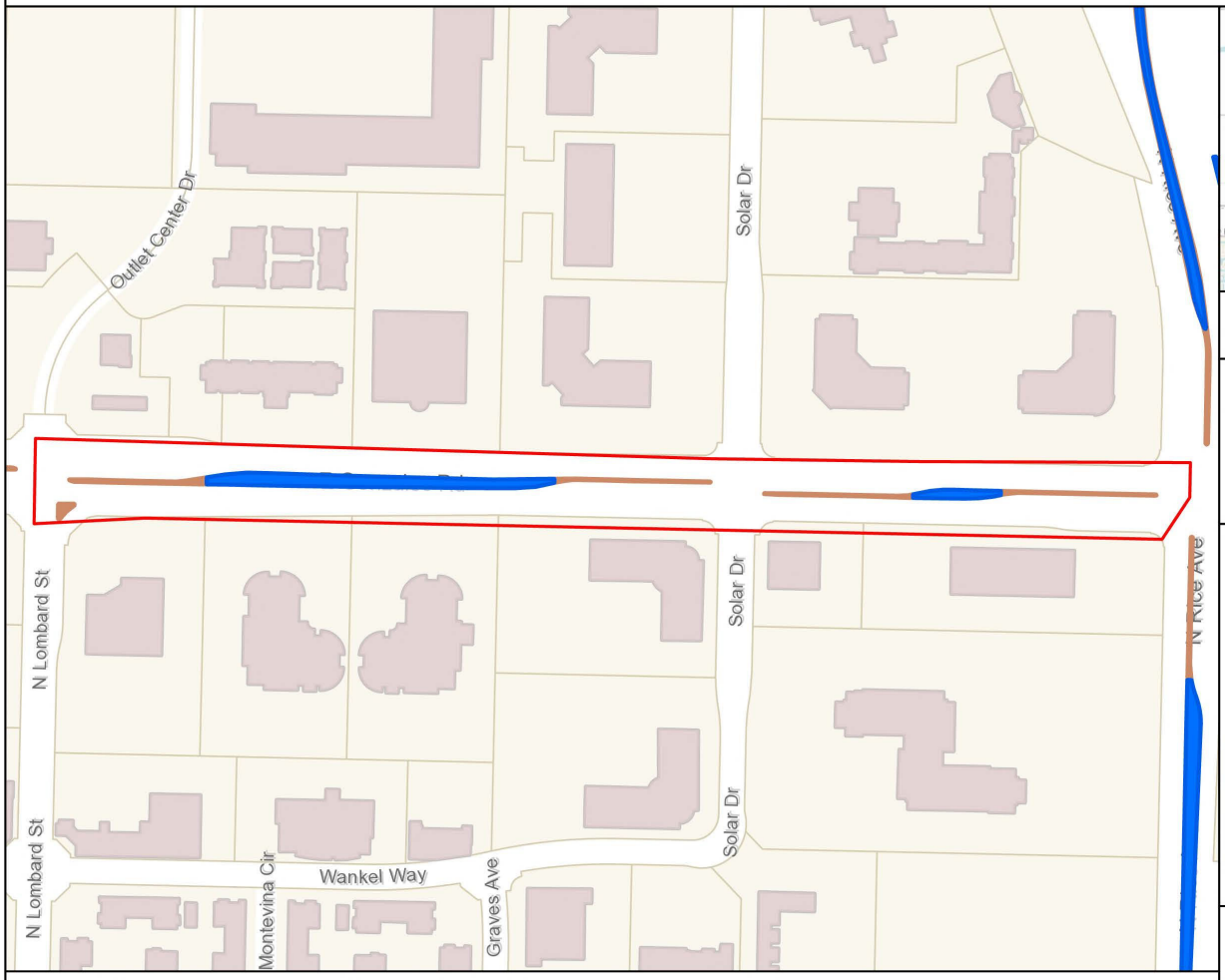
WORK TO BID ON THIS PAGE

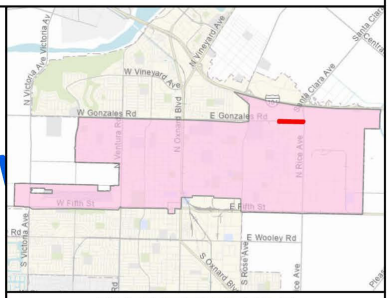
MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,338 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,587 SQ FT
~0.13 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 16 OF 55, GONZALES 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

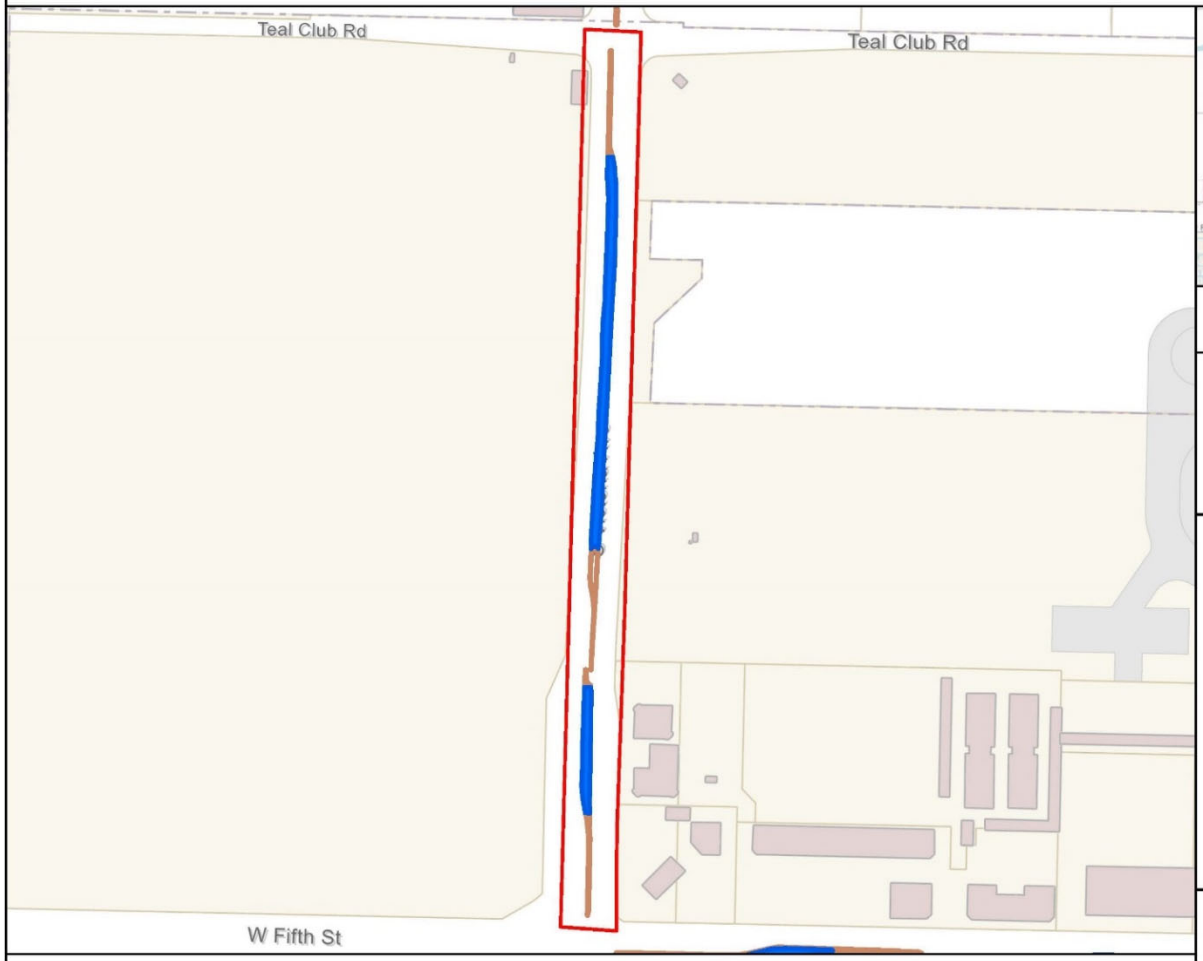
WORK TO BID ON THIS PAGE

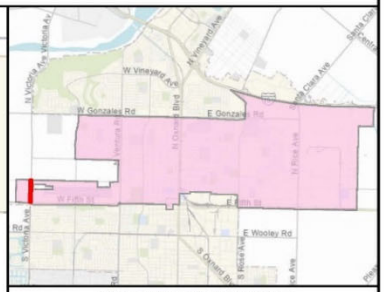
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,135 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,467 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 17 OF 55, N VICTORIA





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 19,824 SQ FT
~ 0.46 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 3,286 SQ FT
~ 0.08 ACRES

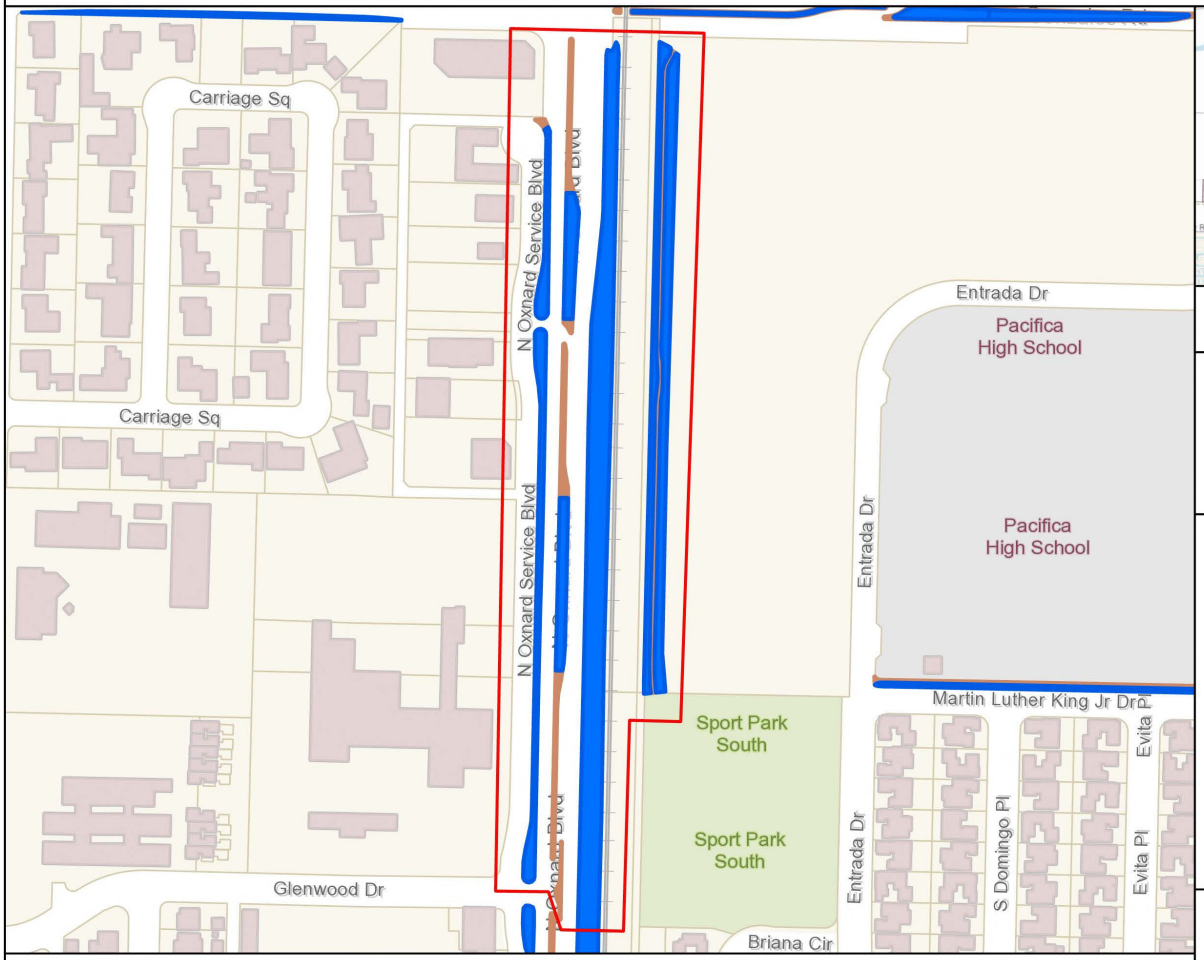
Work extent on this map
Contracted Landscape
Contracted Hardscape

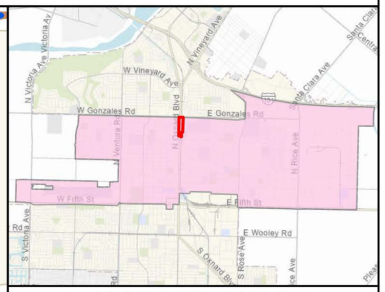
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 18 OF 55, OXNARD BLVD 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

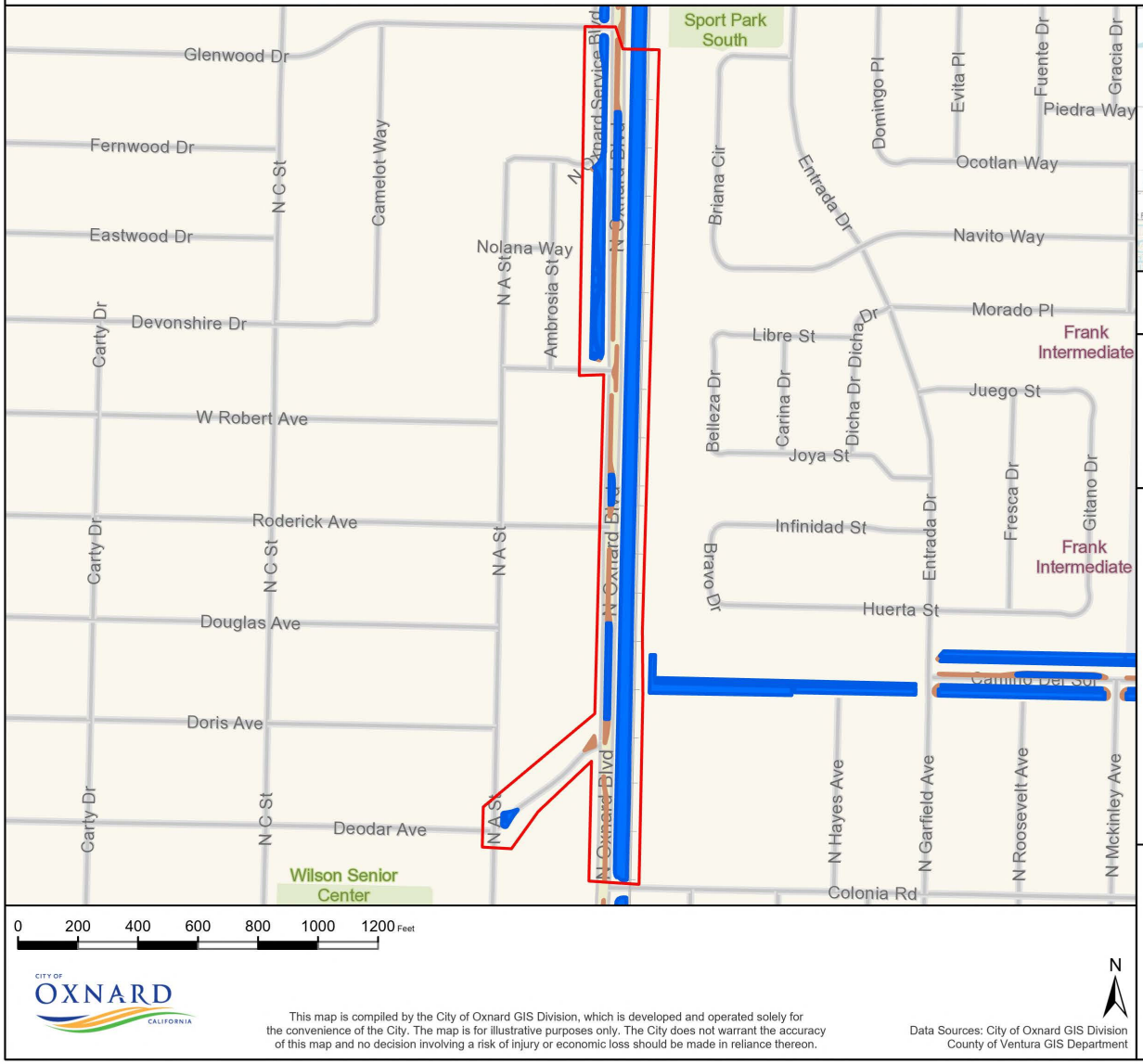
WORK TO BID ON THIS PAGE

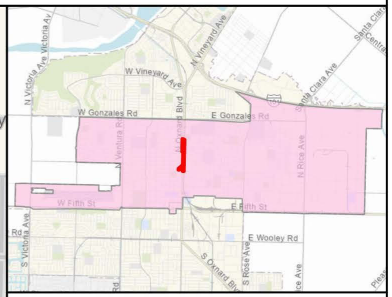
MEDIAN & PARKWAY LANDSCAPE AREAS:
~117,725 SQ FT
~2.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,416 SQ FT
~0.47 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 19 OF 55, OXNARD BLVD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

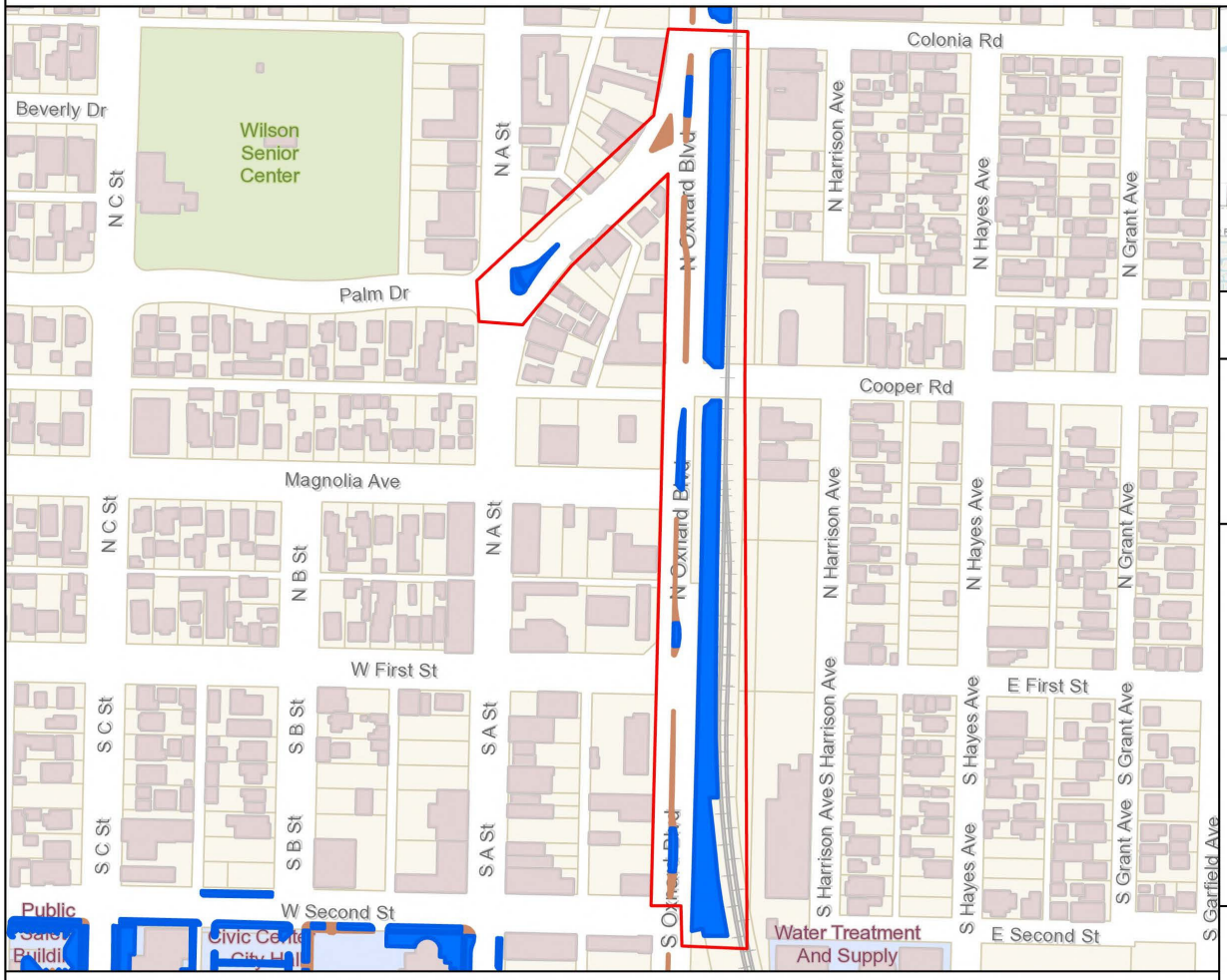
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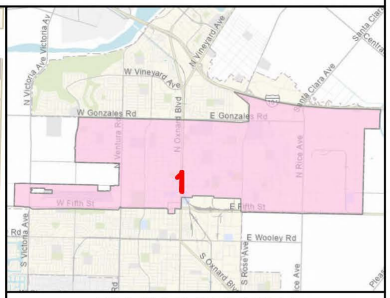
MEDIAN & PARKWAY LANDSCAPE AREAS:
~146,699 SQ FT
~3.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,992 SQ FT
~0.34 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 20 OF 55, OXNARD BLVD 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

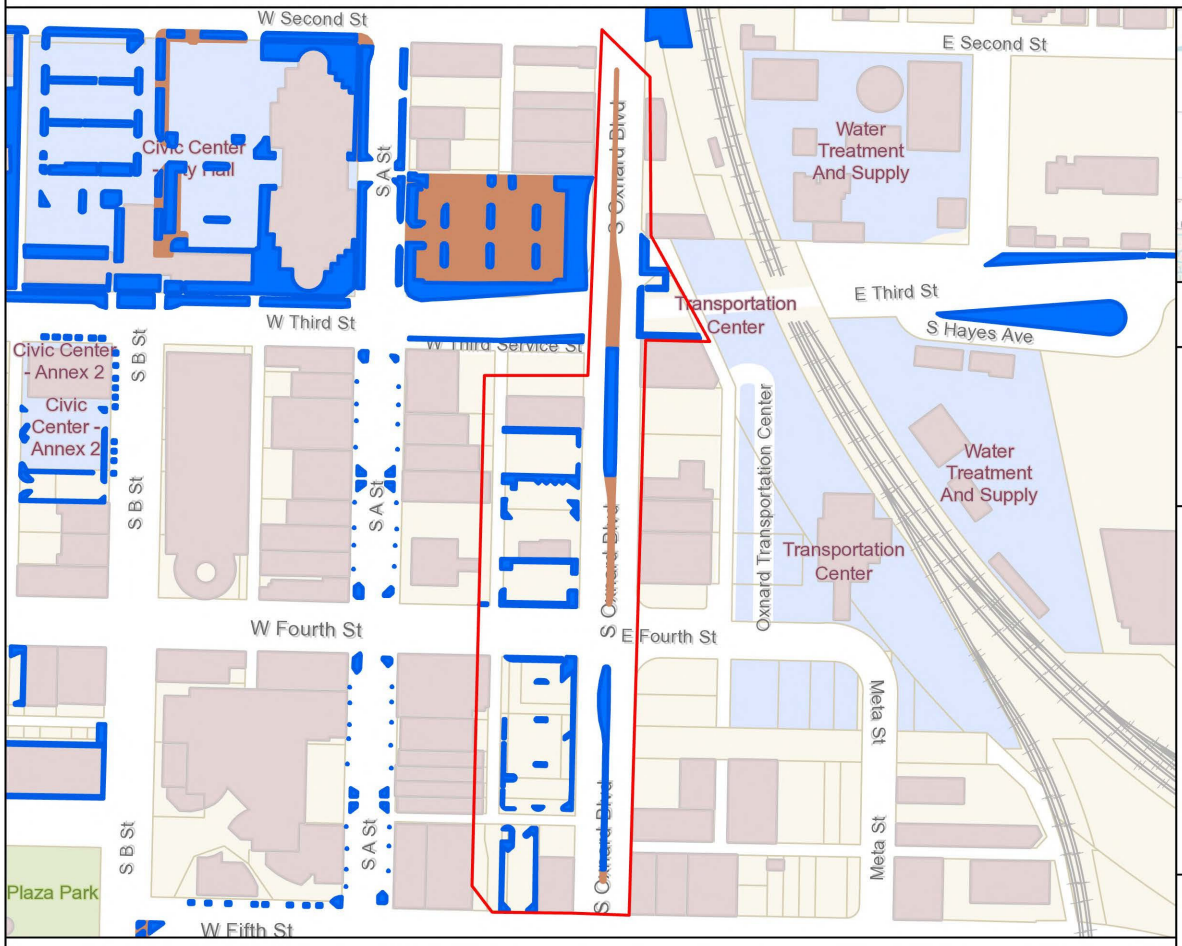
WORK TO BID ON THIS PAGE

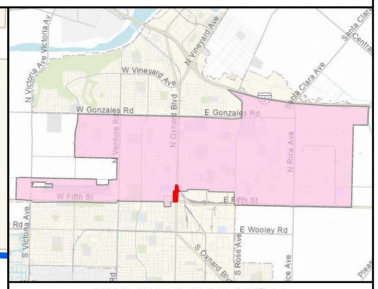
MEDIAN & PARKWAY LANDSCAPE AREAS:
~66,604 SQ FT
~1.53 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,219 SQ FT
~0.12 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 21 OF 55, OXNARD BLVD 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

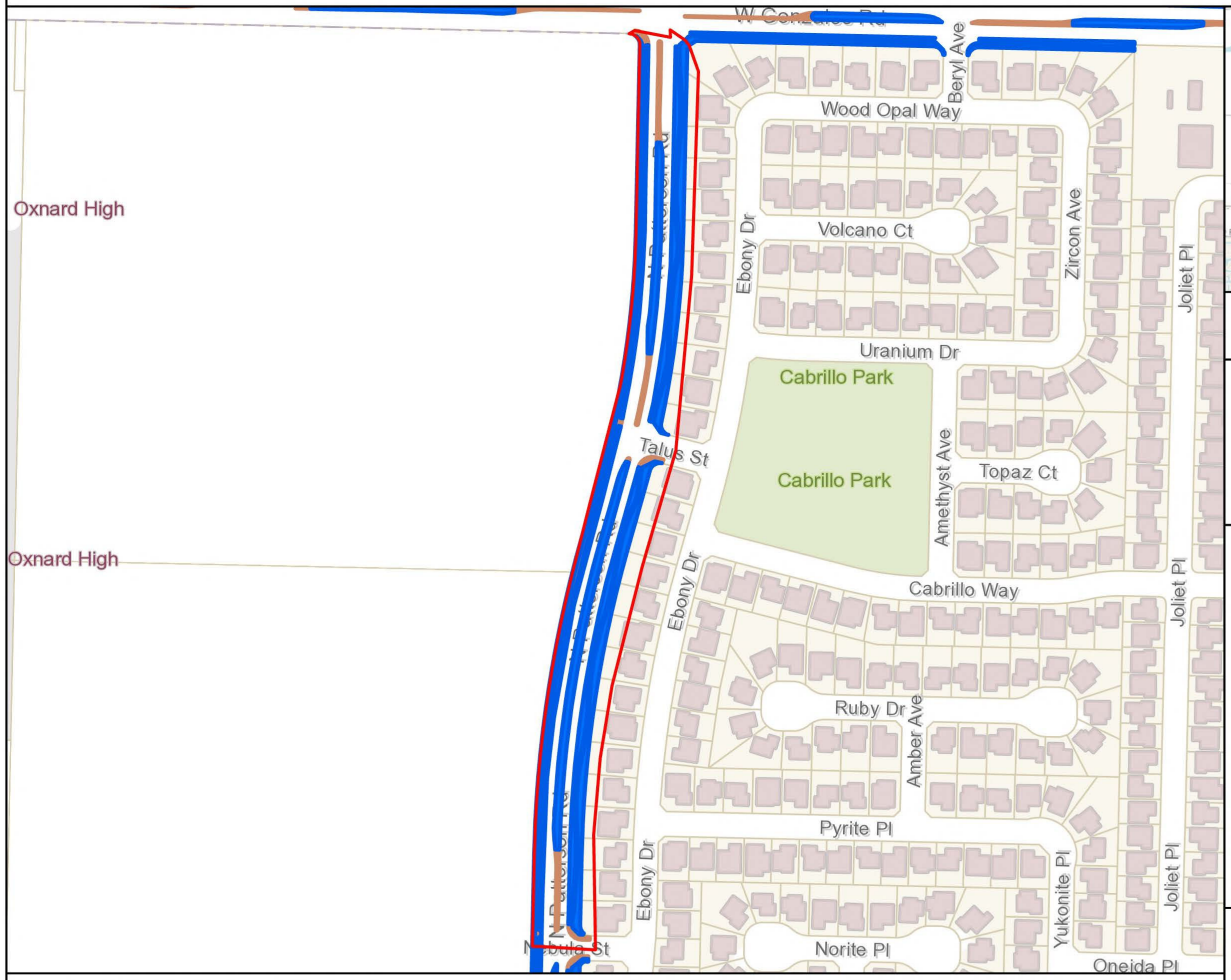
WORK TO BID ON THIS PAGE

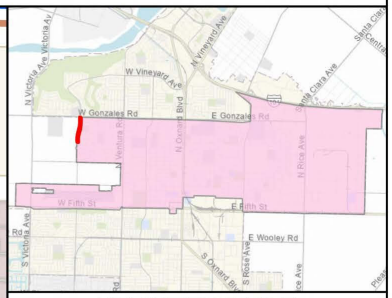
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,301 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,326 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 22 OF 55, PATTERSON RD 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

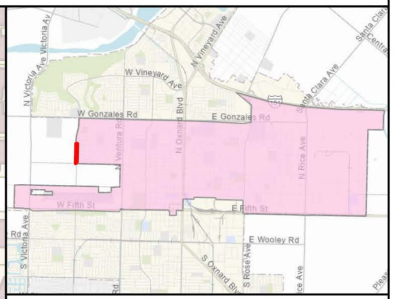
MEDIAN & PARKWAY LANDSCAPE AREAS:
~98,563 SQ FT
~2.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~31,015 SQ FT
~0.71 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 23 OF 55, PATTERSON RD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~77,916 SQ FT
~1.79 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~24,204 SQ FT
~0.56 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

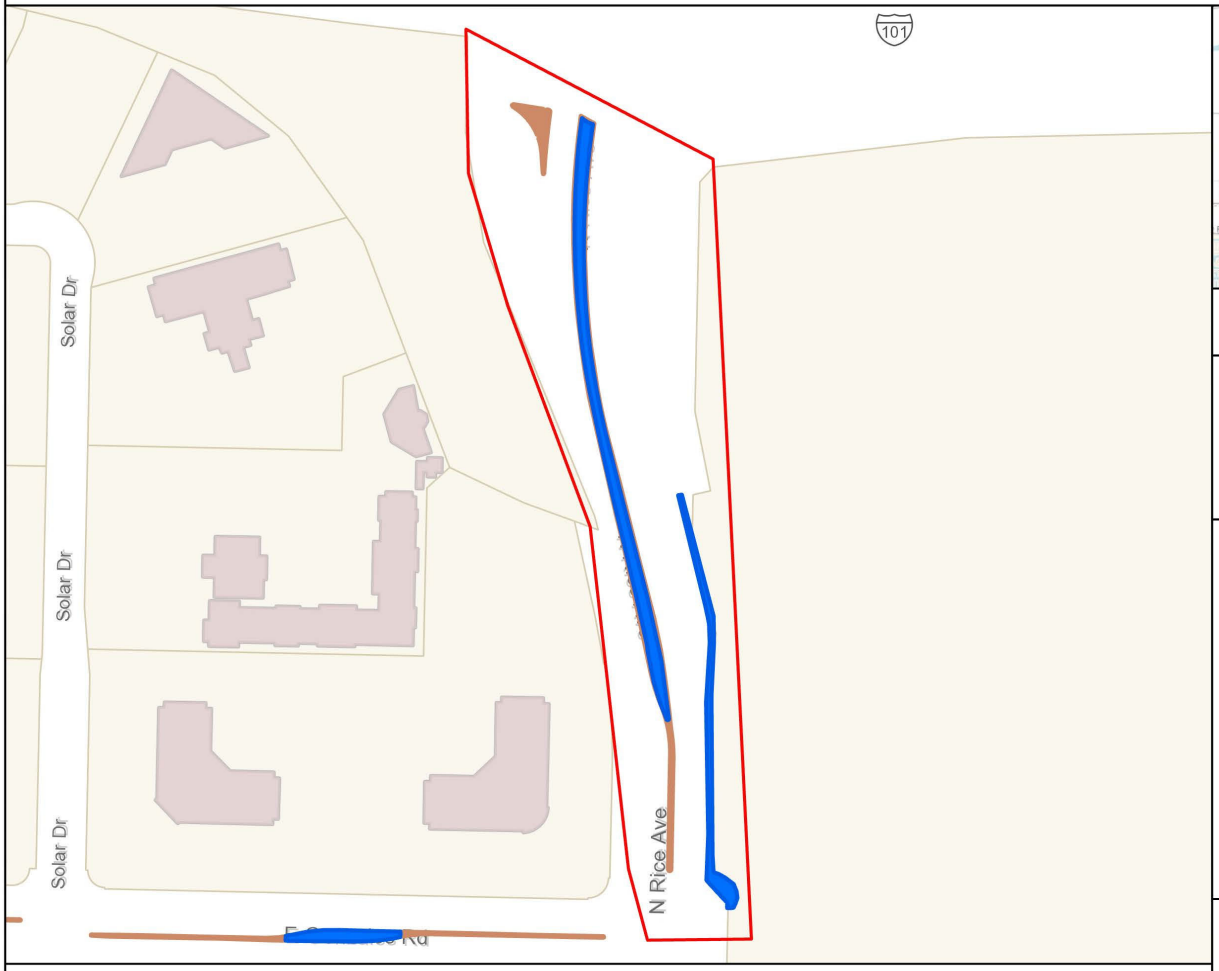
CITY OF OXNARD CALIFORNIA

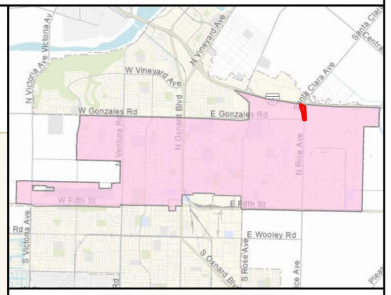
This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 24 OF 55, RICE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,840 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,142 SQ FT
~0.14 ACRES

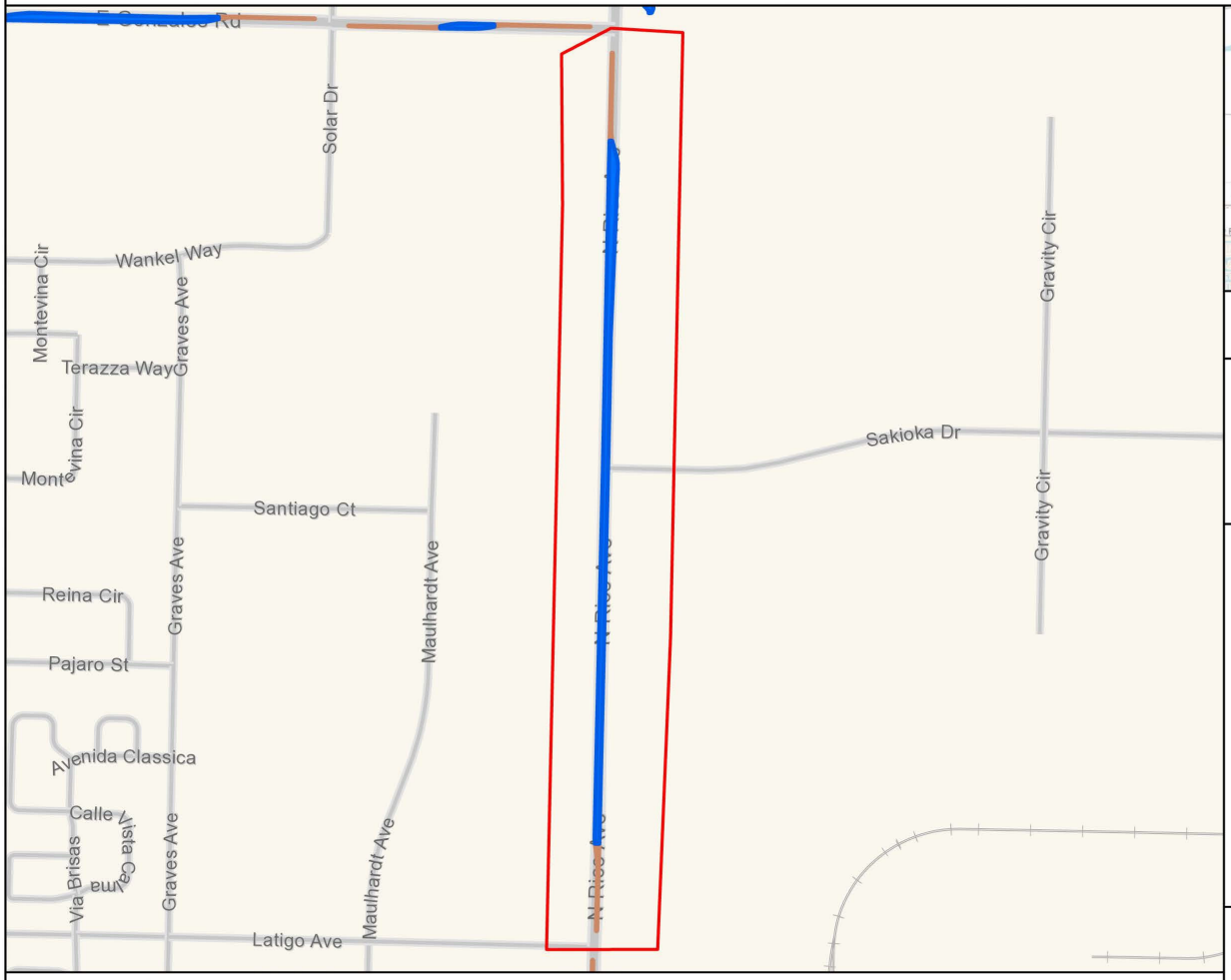
Work extent on this map
Contracted Landscape
Contracted Hardscape

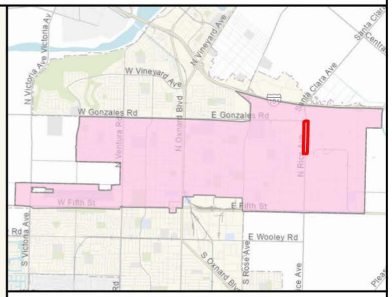
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 25 OF 55, RICE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

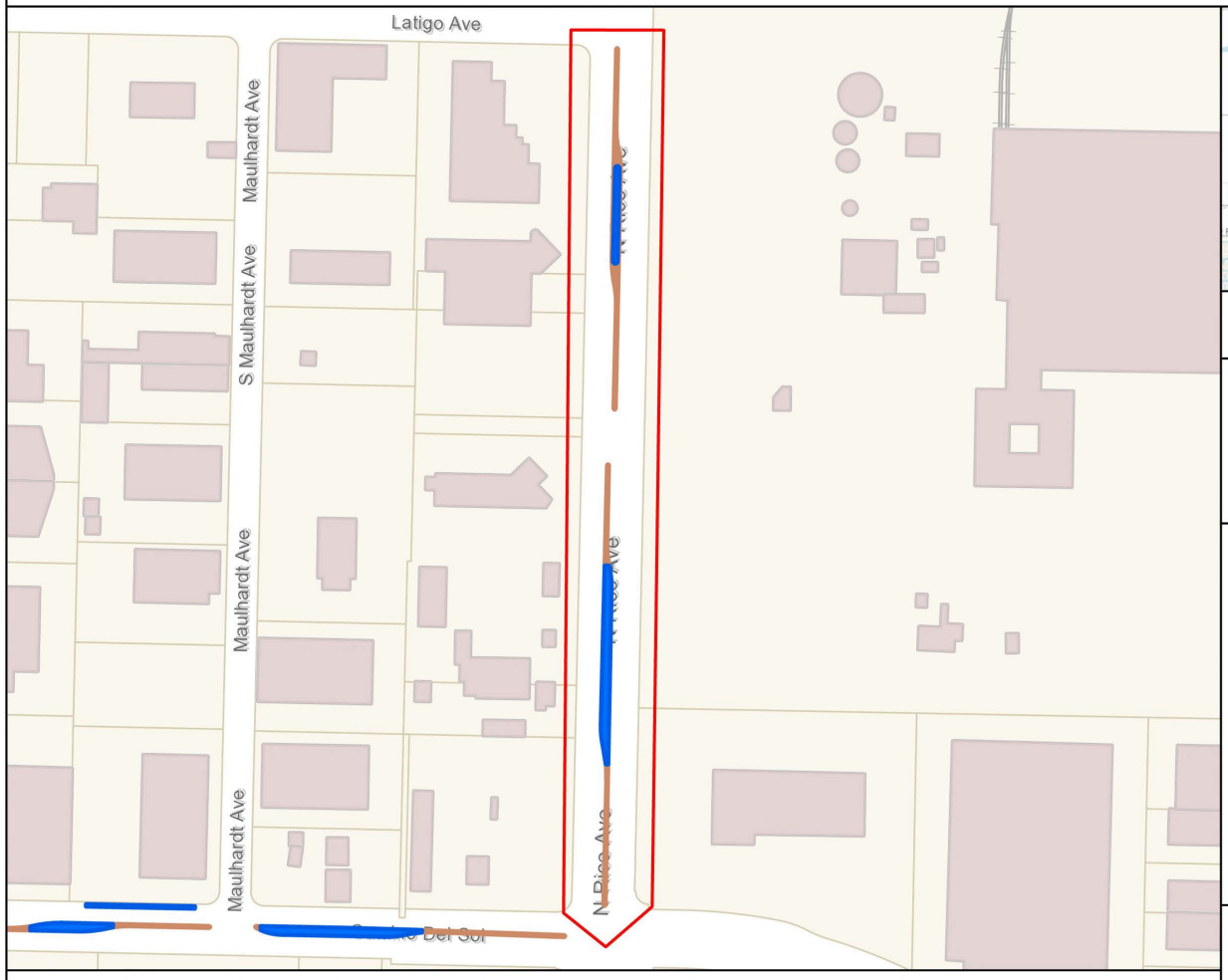
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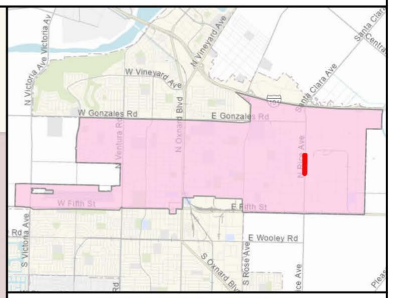
MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,542 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,603 SQ FT
~0.06 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 26 OF 55, RICE 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,941 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,484 SQ FT
~0.13 ACRES

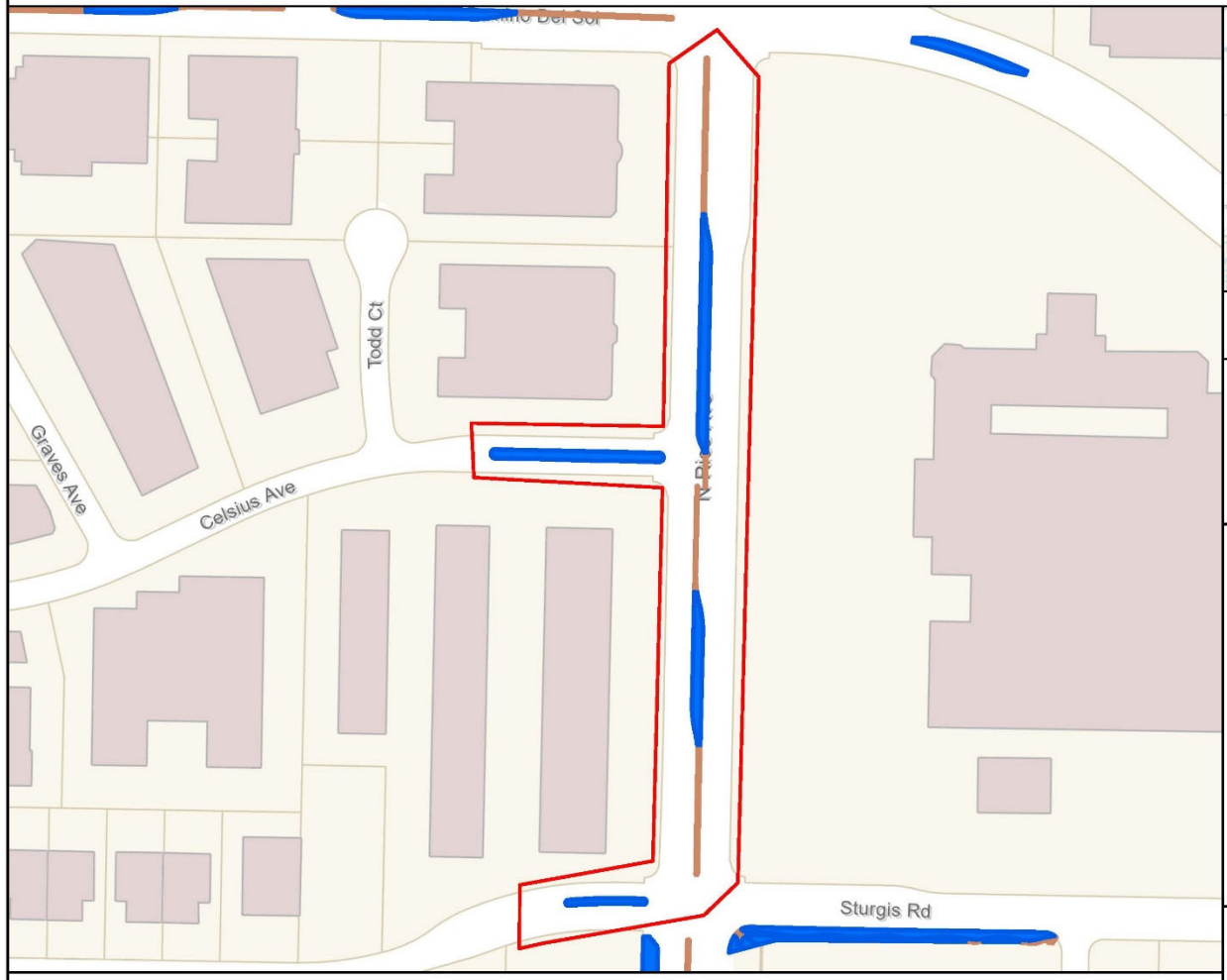
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

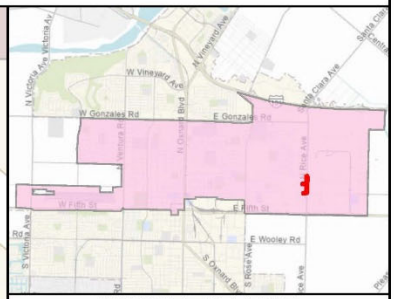
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 27 OF 55, RICE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

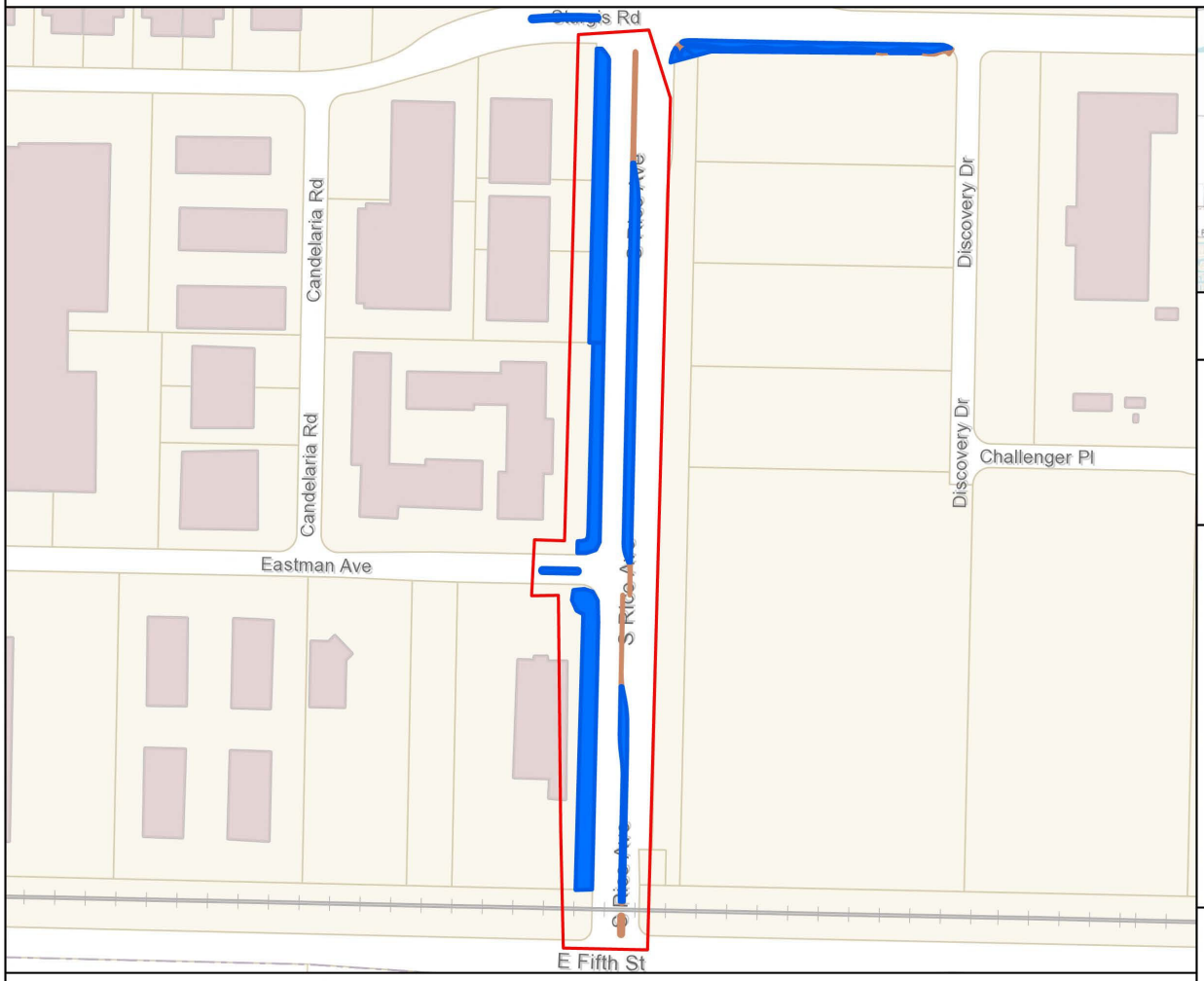
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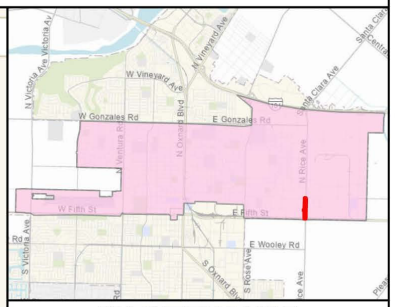
MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 15,680SQ FT
~ 0.36 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 2,654 SQ FT
~ 0.06 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 28 OF 55, RICE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

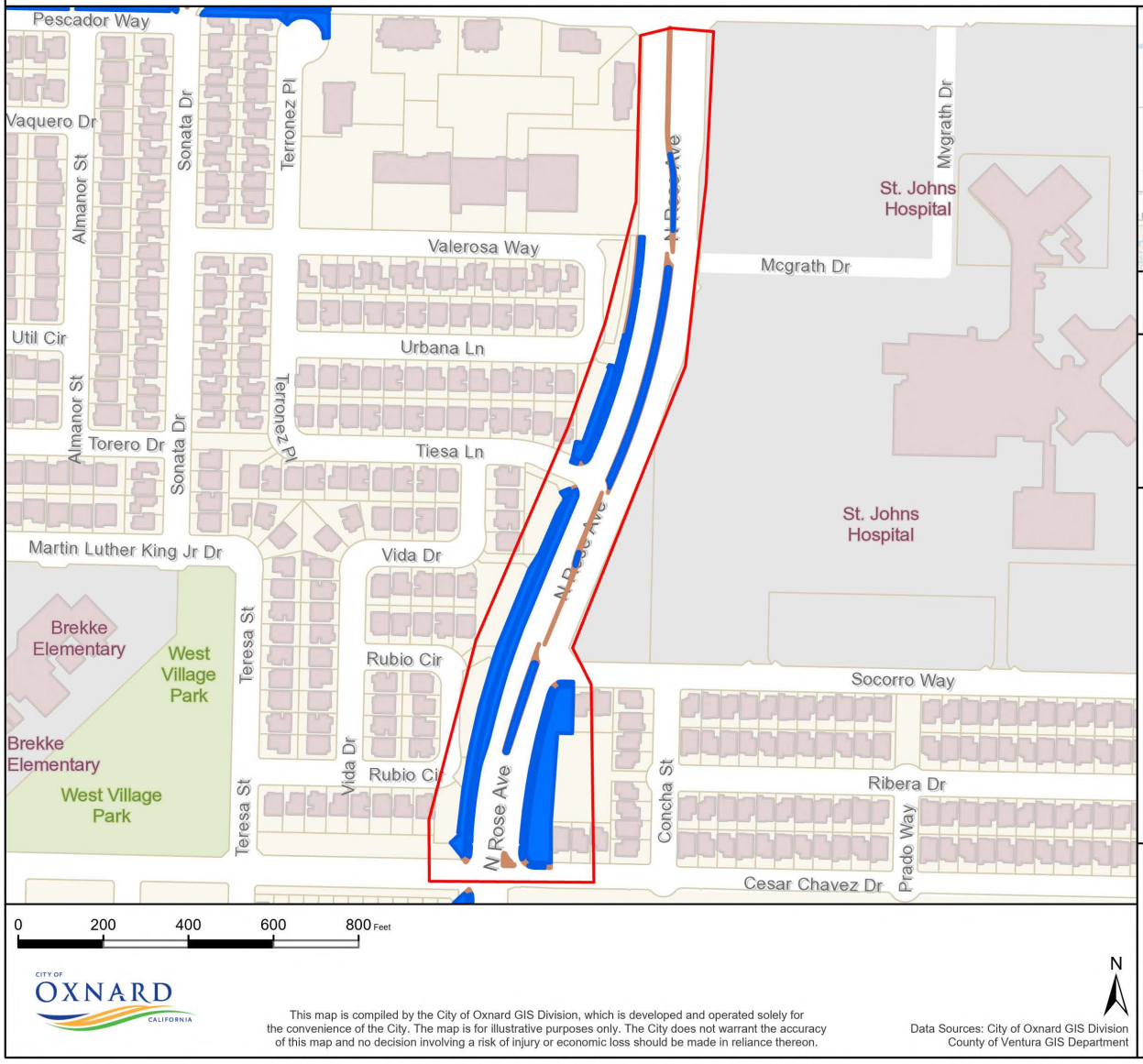
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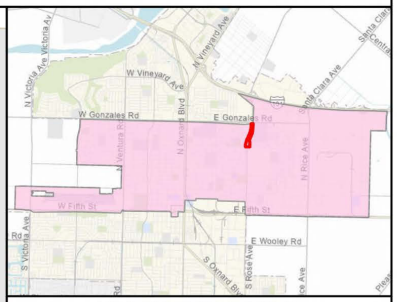
MEDIAN & PARKWAY LANDSCAPE AREAS:
~61,661 SQ FT
~1.42 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,756 SQ FT
~0.04 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 29 OF 55, ROSE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

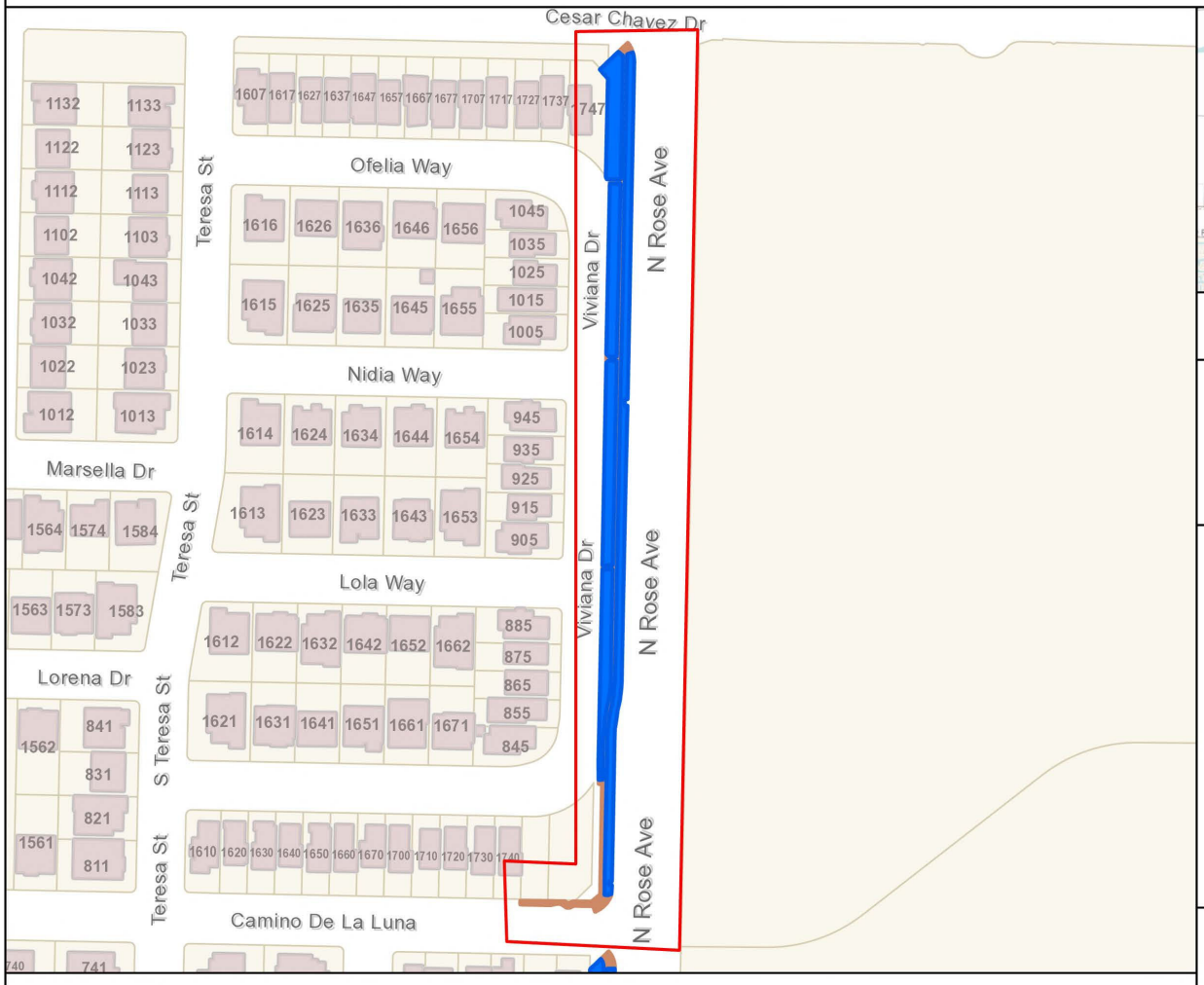
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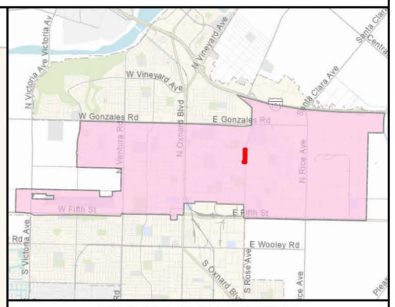
MEDIAN & PARKWAY LANDSCAPE AREAS:
~70,883 SQ FT
~1.63 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,225 SQ FT
~0.42 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 30 OF 55, ROSE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

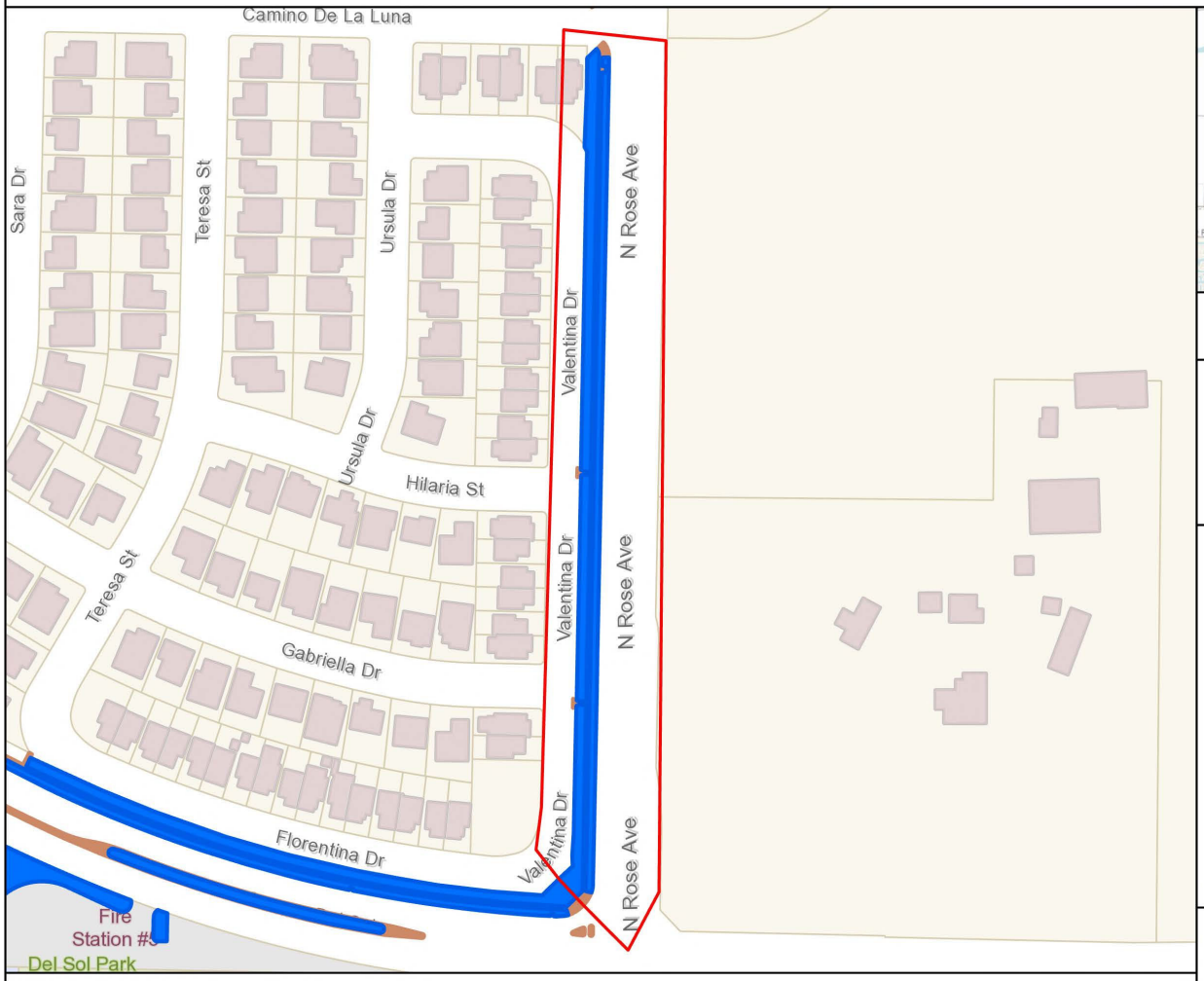
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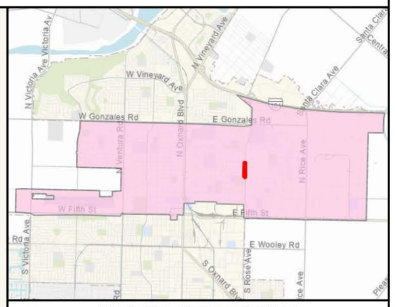
MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,705 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,967 SQ FT
~0.16 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 31 OF 55, ROSE 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

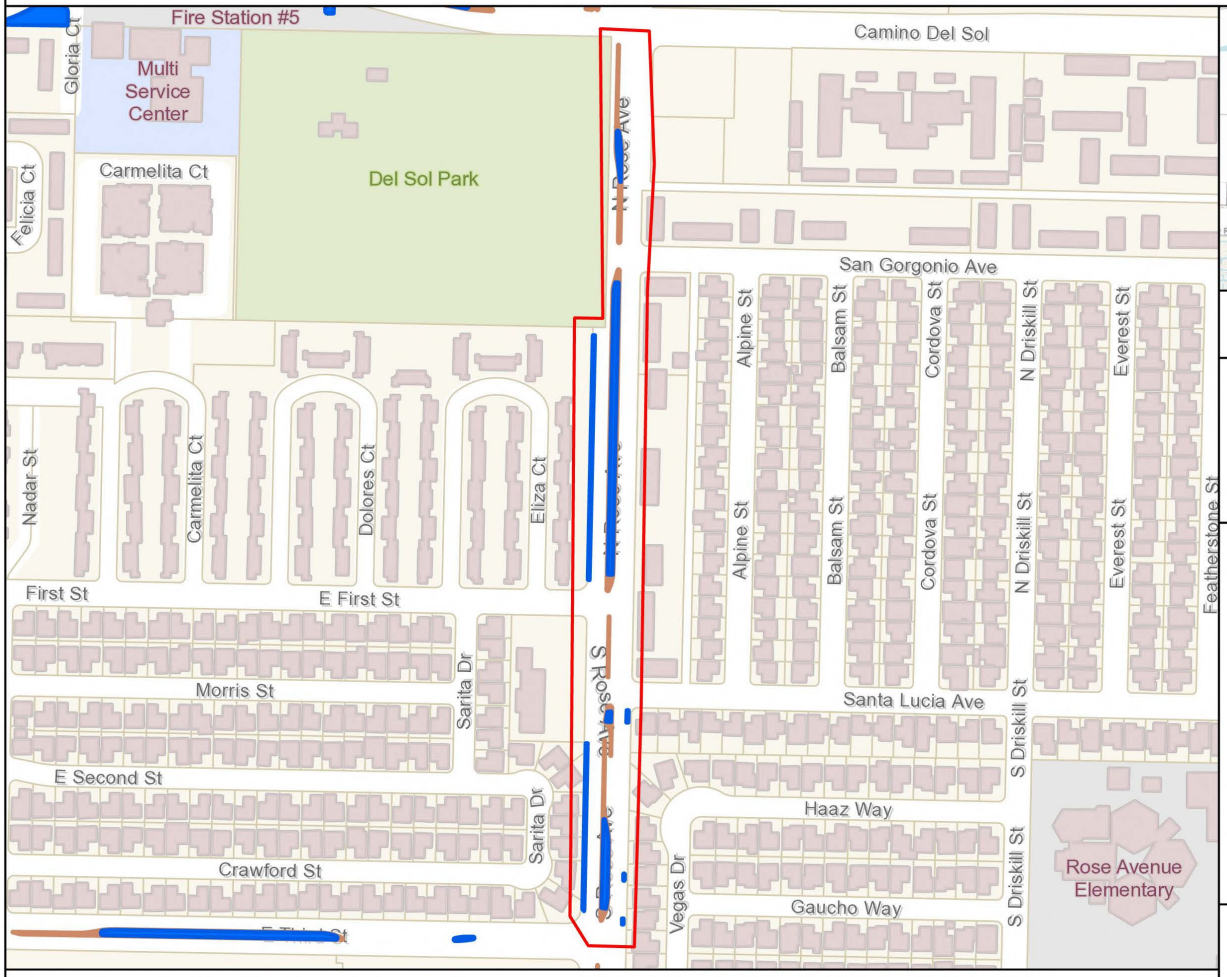
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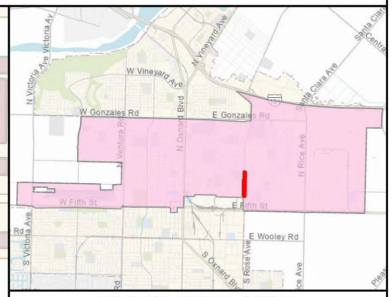
MEDIAN & PARKWAY LANDSCAPE AREAS:
~29,416 SQ FT
~0.68 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,796 SQ FT
~0.16 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 32 OF 55, ROSE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

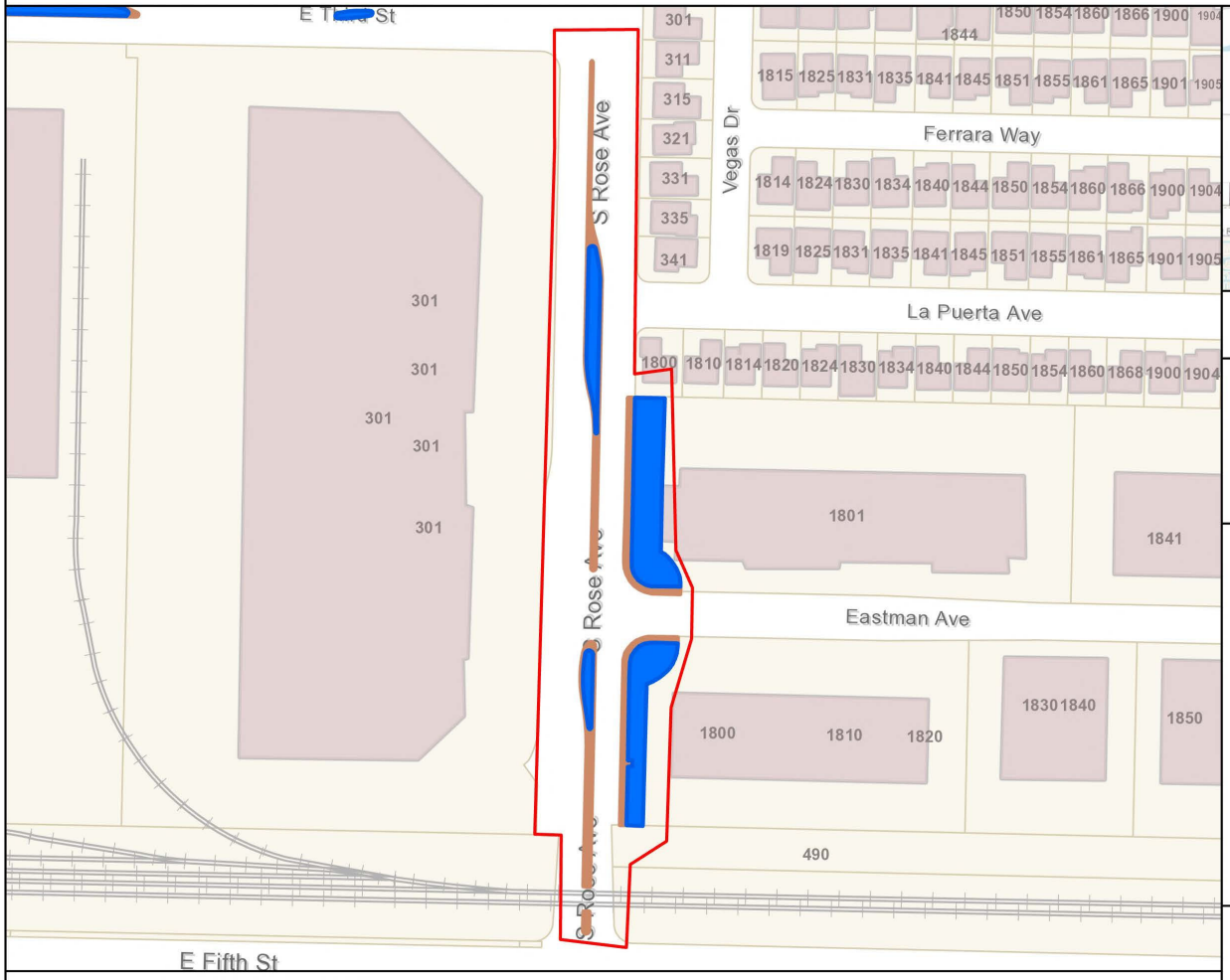
WORK TO BID ON THIS PAGE

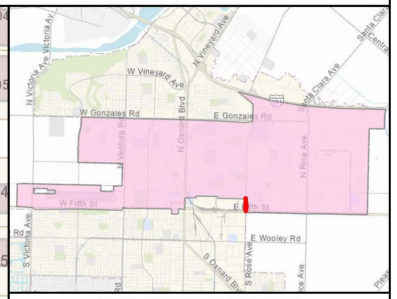
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,067 SQ FT
~0.37 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,548 SQ FT
~0.2 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 33 OF 55, ROSE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

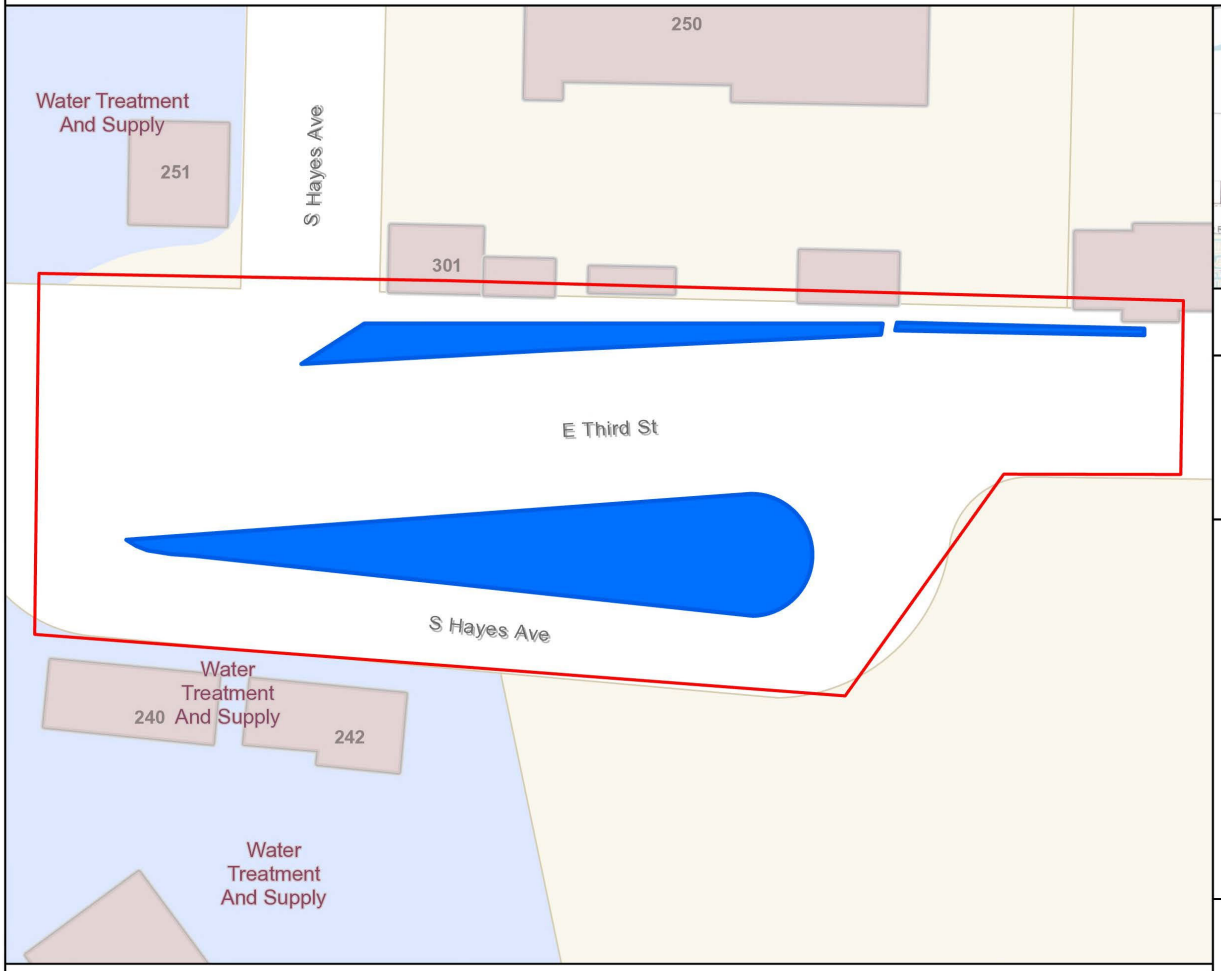
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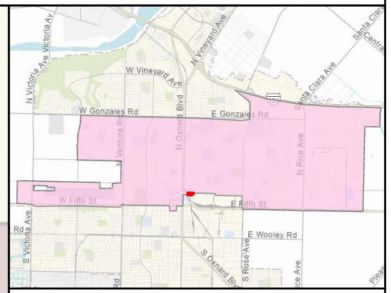
MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,805 SQ FT
~0.48 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,107 SQ FT
~0.25 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 34 OF 55, THIRD





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

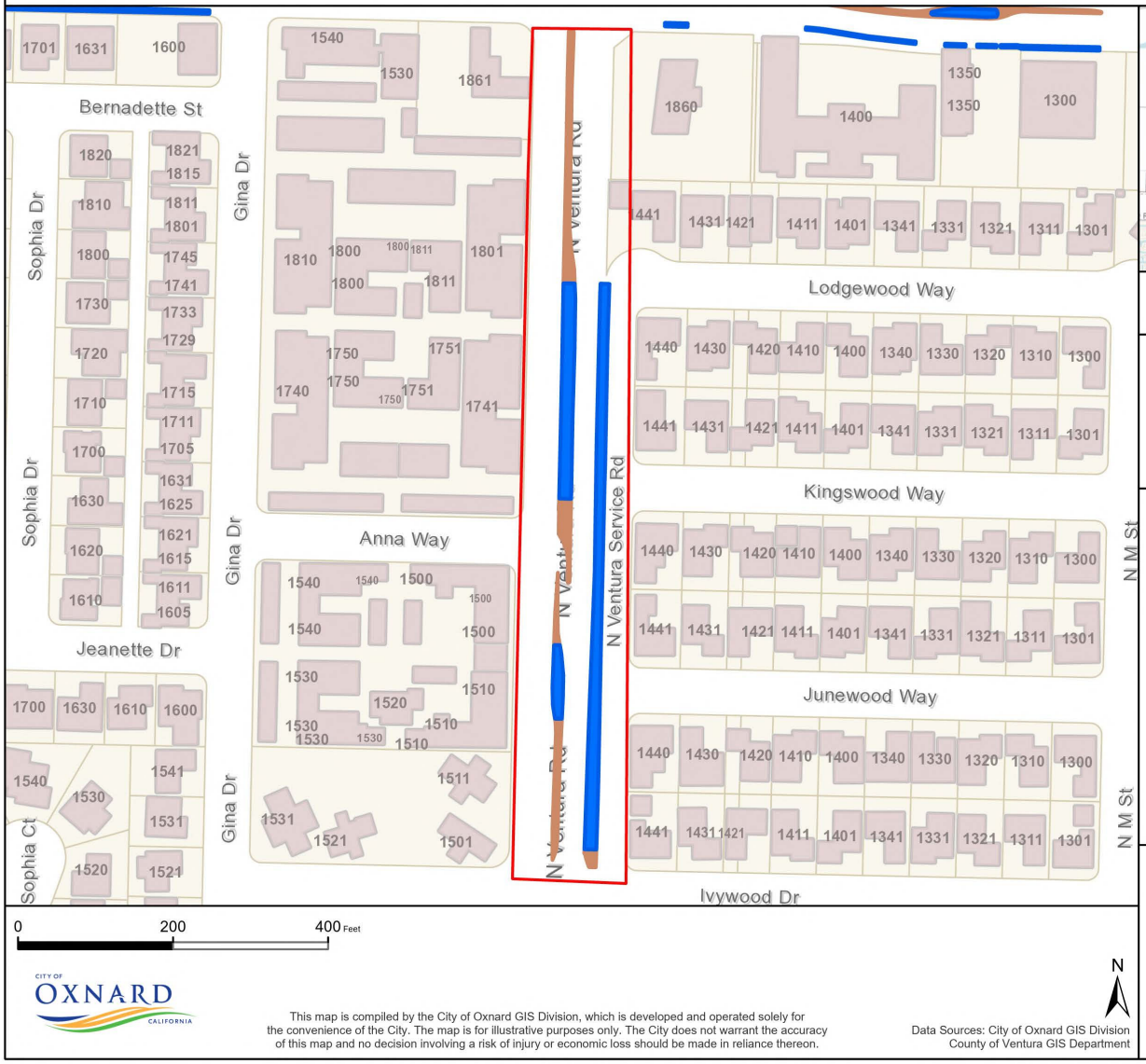
WORK TO BID ON THIS PAGE

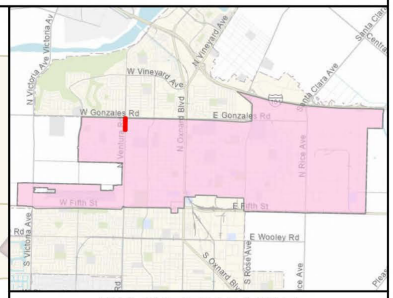
MEDIAN & PARKWAY LANDSCAPE AREAS:
~11,537 SQ FT
~0.26 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 35 OF 55, VENTURA RD 01





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

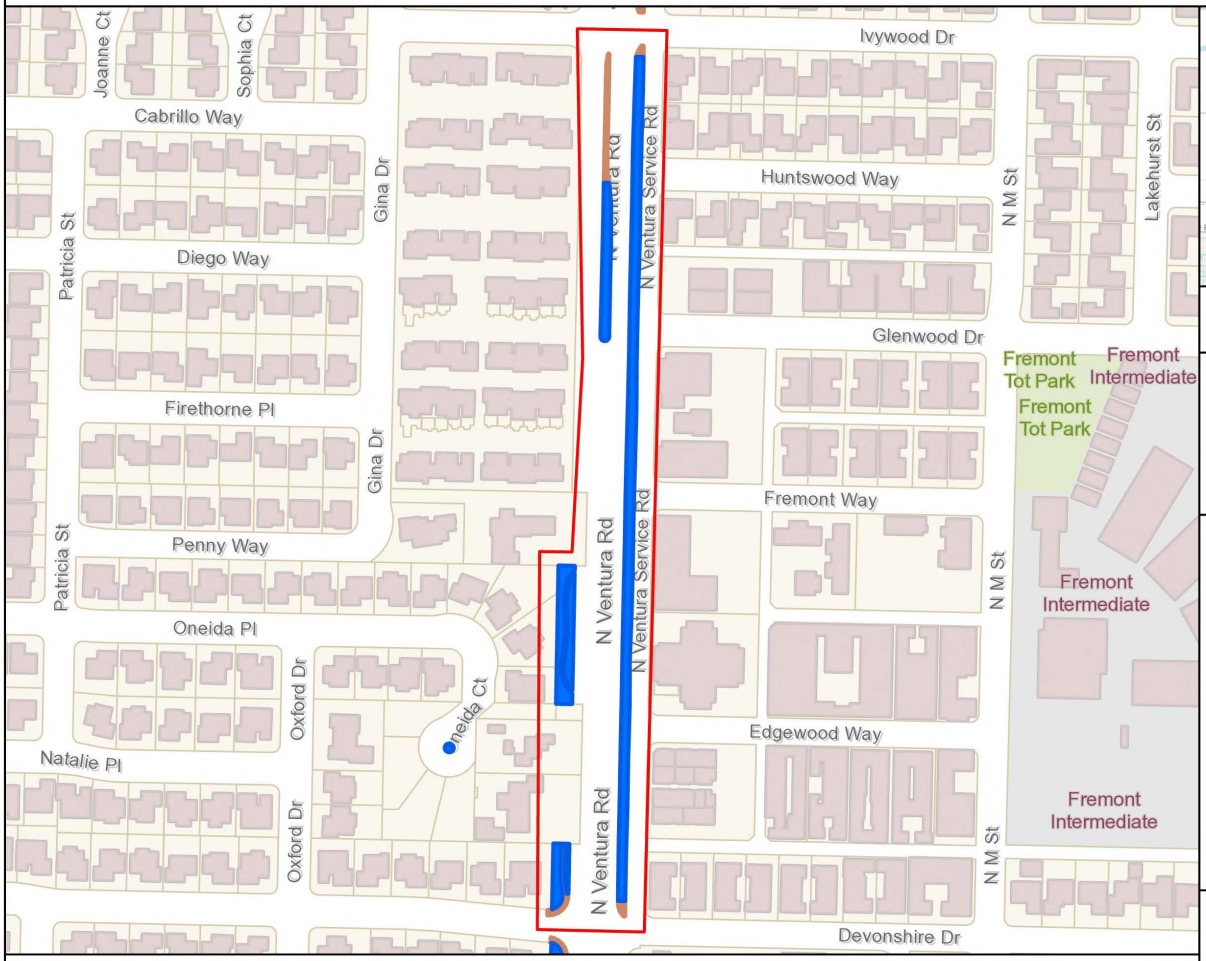
WORK TO BID ON THIS PAGE

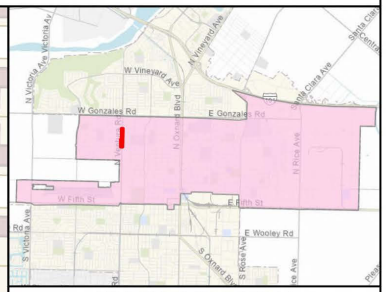
MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,314 SQ FT
~0.33 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,995 SQ FT
~0.11 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 36 OF 55, VENTURA RD 02





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

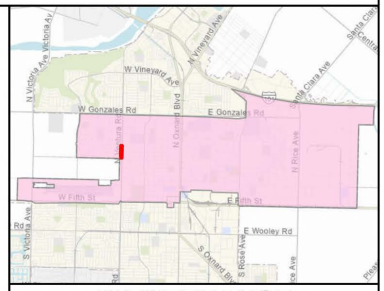
MEDIAN & PARKWAY LANDSCAPE AREAS:
~36,645 SQ FT
~0.84 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,366 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 37 OF 55, VENTURA RD 03





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~22,795 SQ FT
~0.52 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,283 SQ FT
~0.21 ACRES

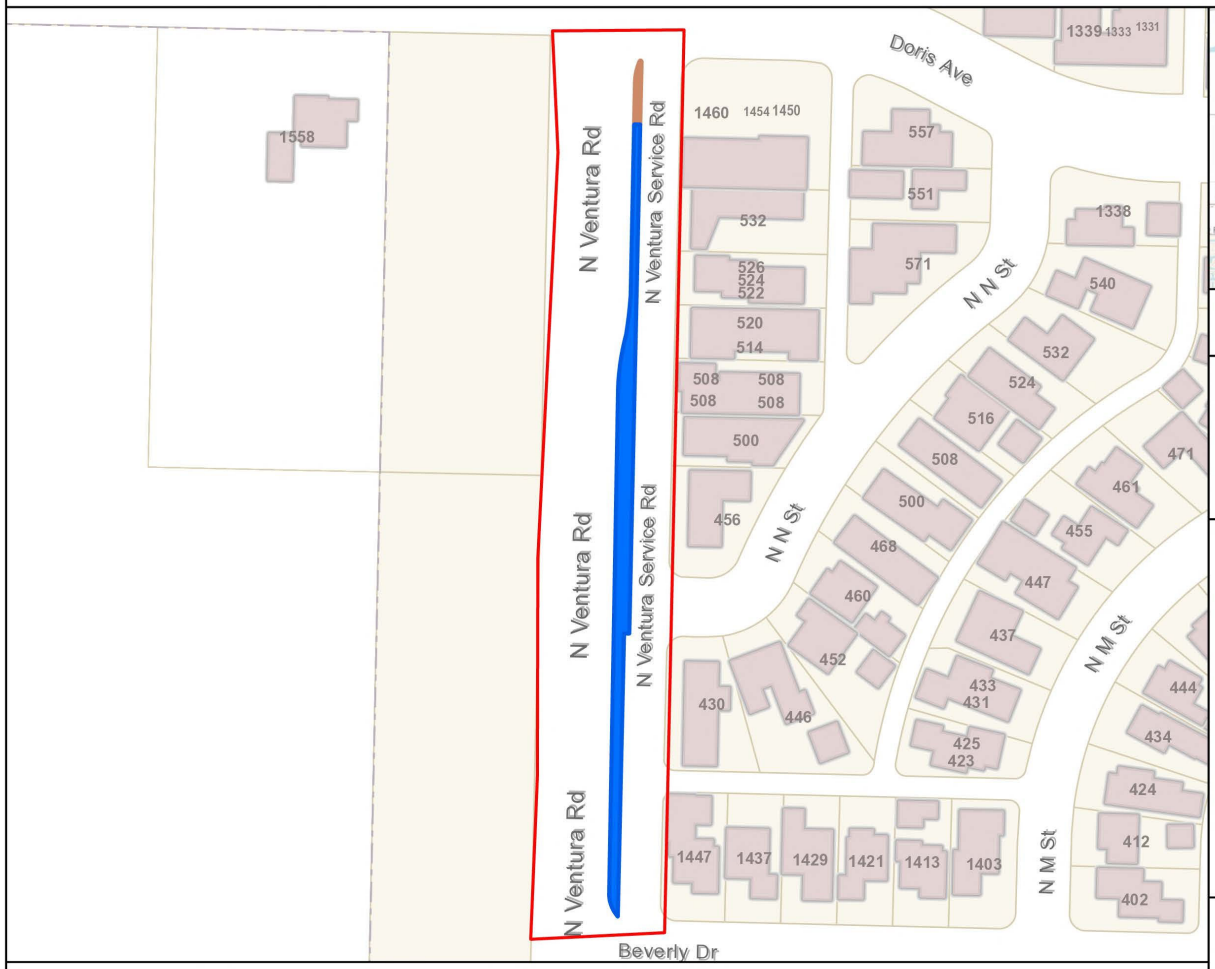
Work extent on this map
Contracted Landscape
Contracted Hardscape

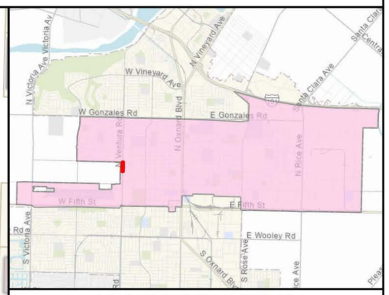
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 38 OF 55, VENTURA RD 04





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,501 SQ FT
~0.17 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~314 SQ FT
~0.01 ACRES

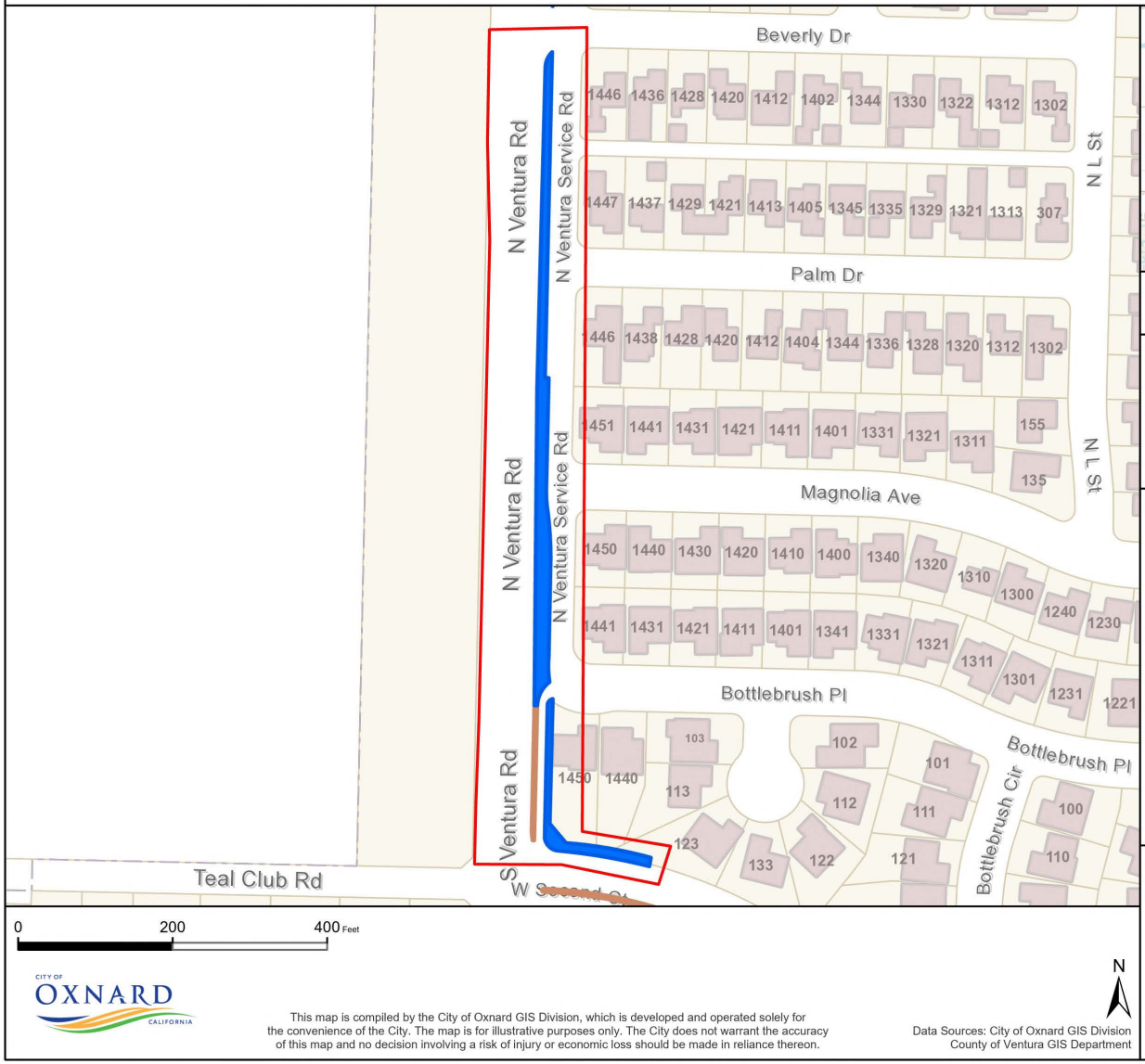
Work extent on this map
Contracted Landscape
Contracted Hardscape

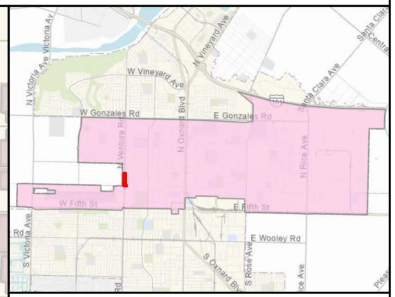
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 39 OF 55, VENTURA RD 05





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

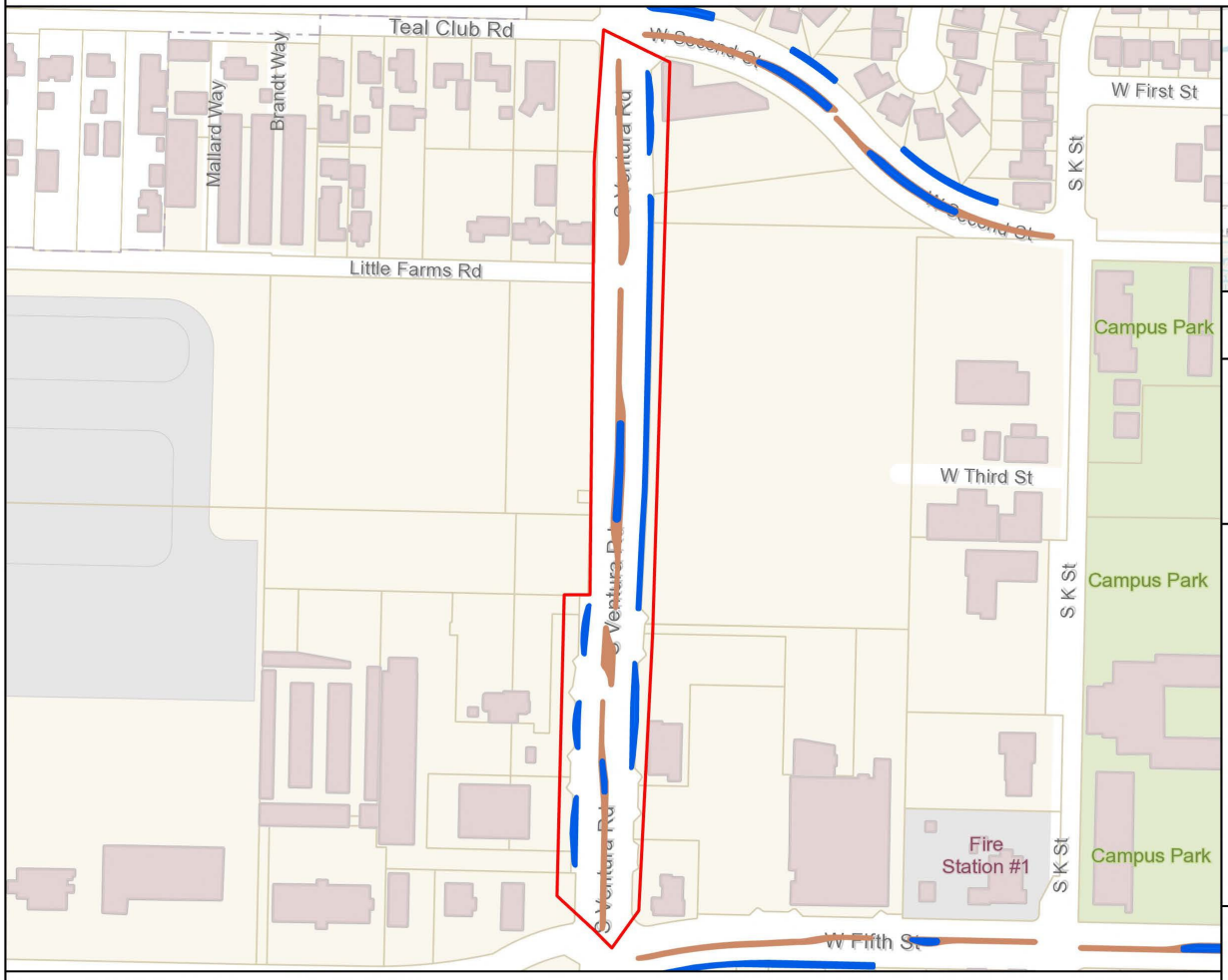
WORK TO BID ON THIS PAGE

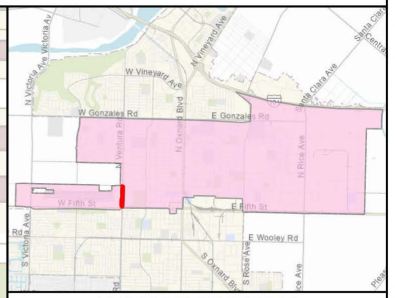
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,514 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~662 SQ FT
~0.02 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 40 OF 55, VENTURA RD 06





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,917 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,612 SQ FT
~0.24 ACRES

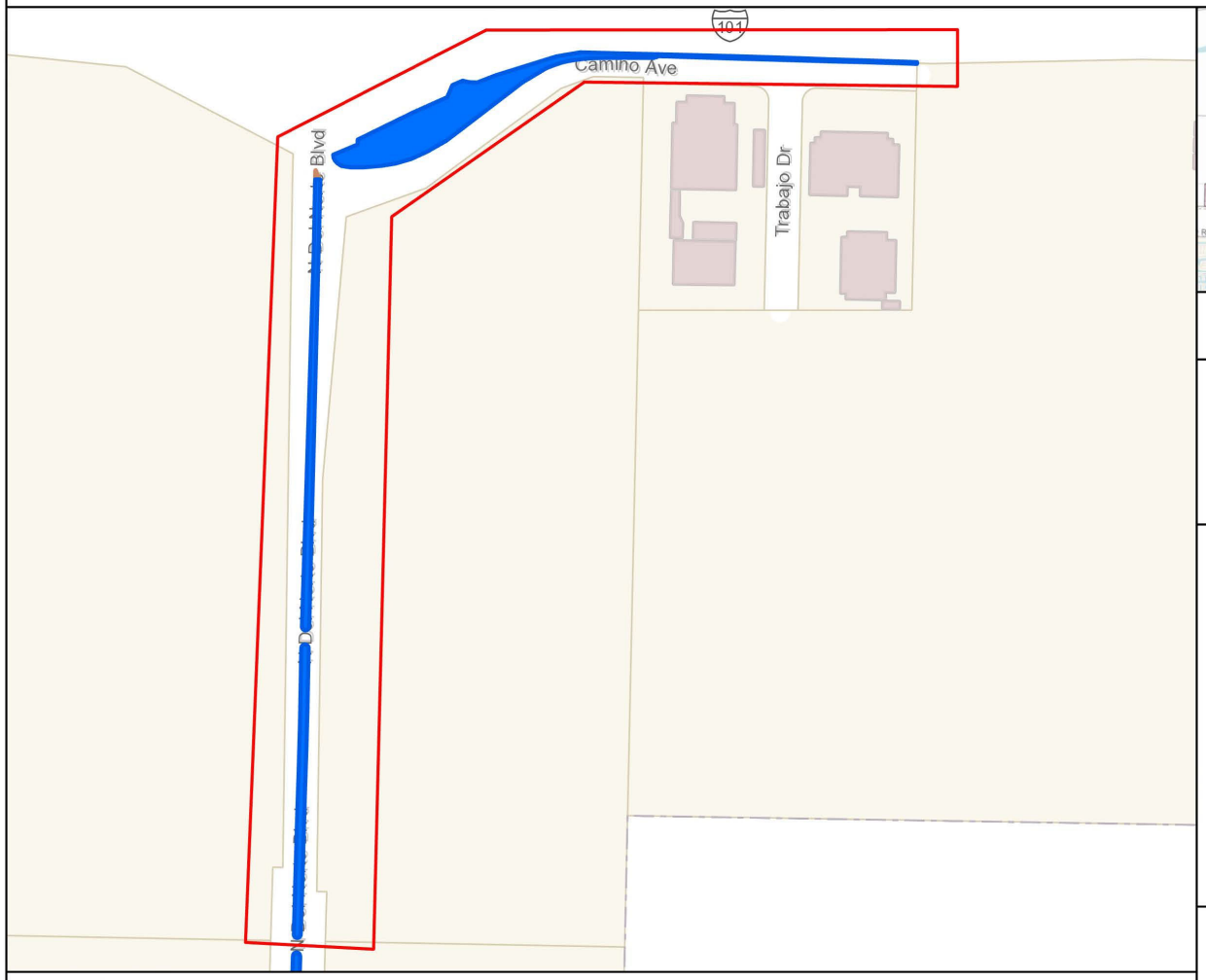
Work extent on this map
Contracted Landscape
Contracted Hardscape

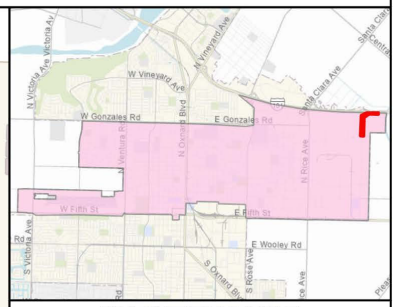
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 41 OF 55, DEL NORTE 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

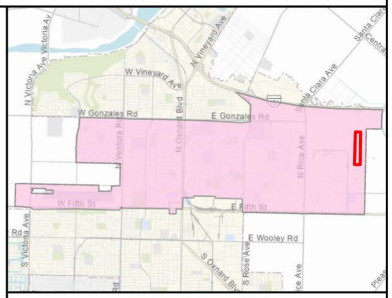
MEDIAN & PARKWAY LANDSCAPE AREAS:
~60,218 SQ FT
~1.38 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~112 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 42 OF 55, DEL NORTE 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,174 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,431 SQ FT
~0.06 ACRES

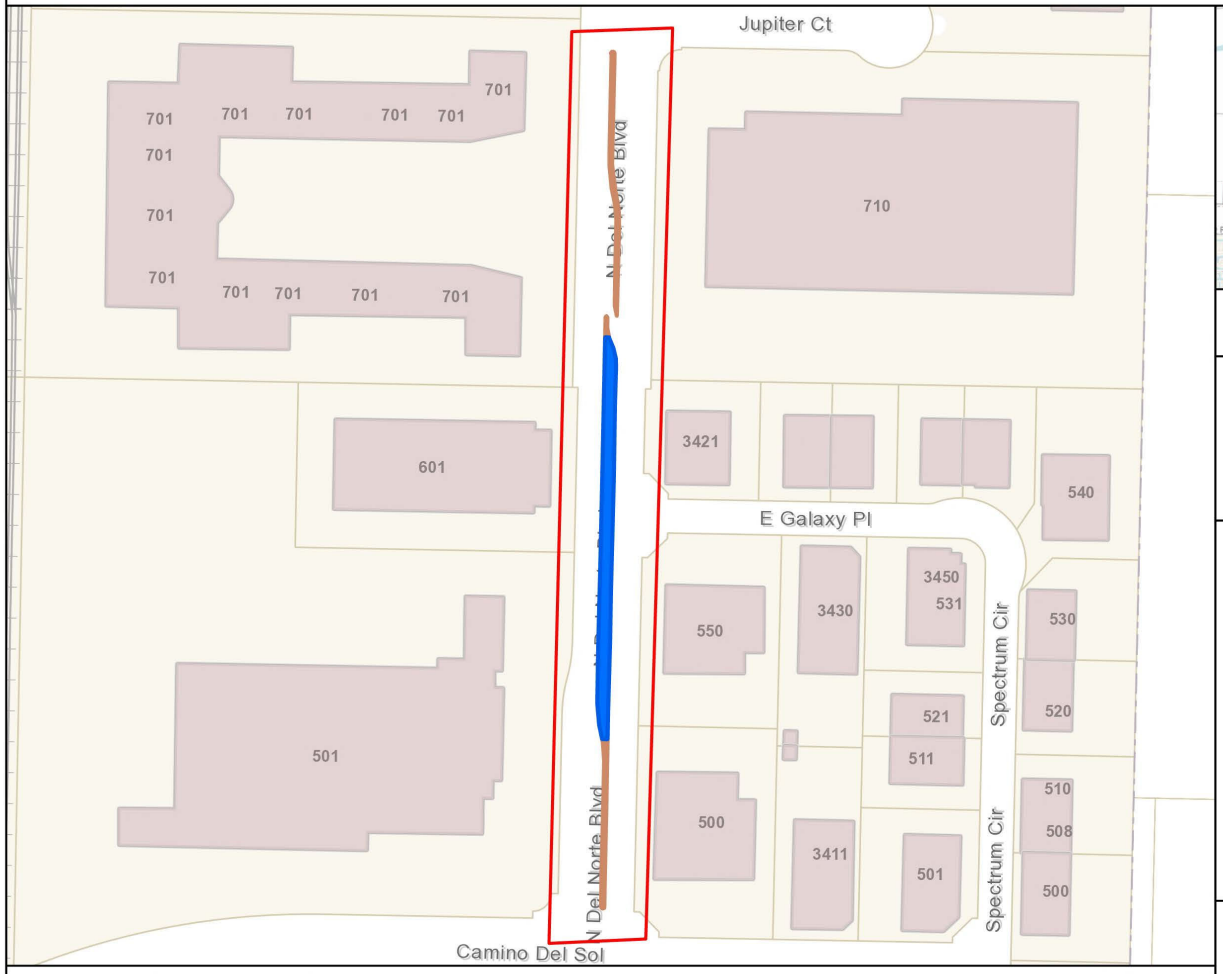
Work extent on this map
Contracted Landscape
Contracted Hardscape

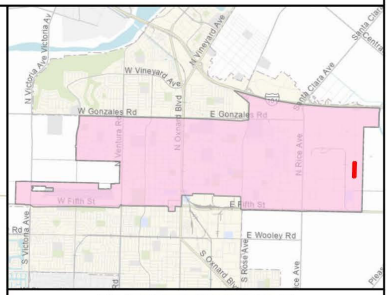
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 43 OF 55, DEL NORTE 3





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,462 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,566 SQ FT
~0.06 ACRES

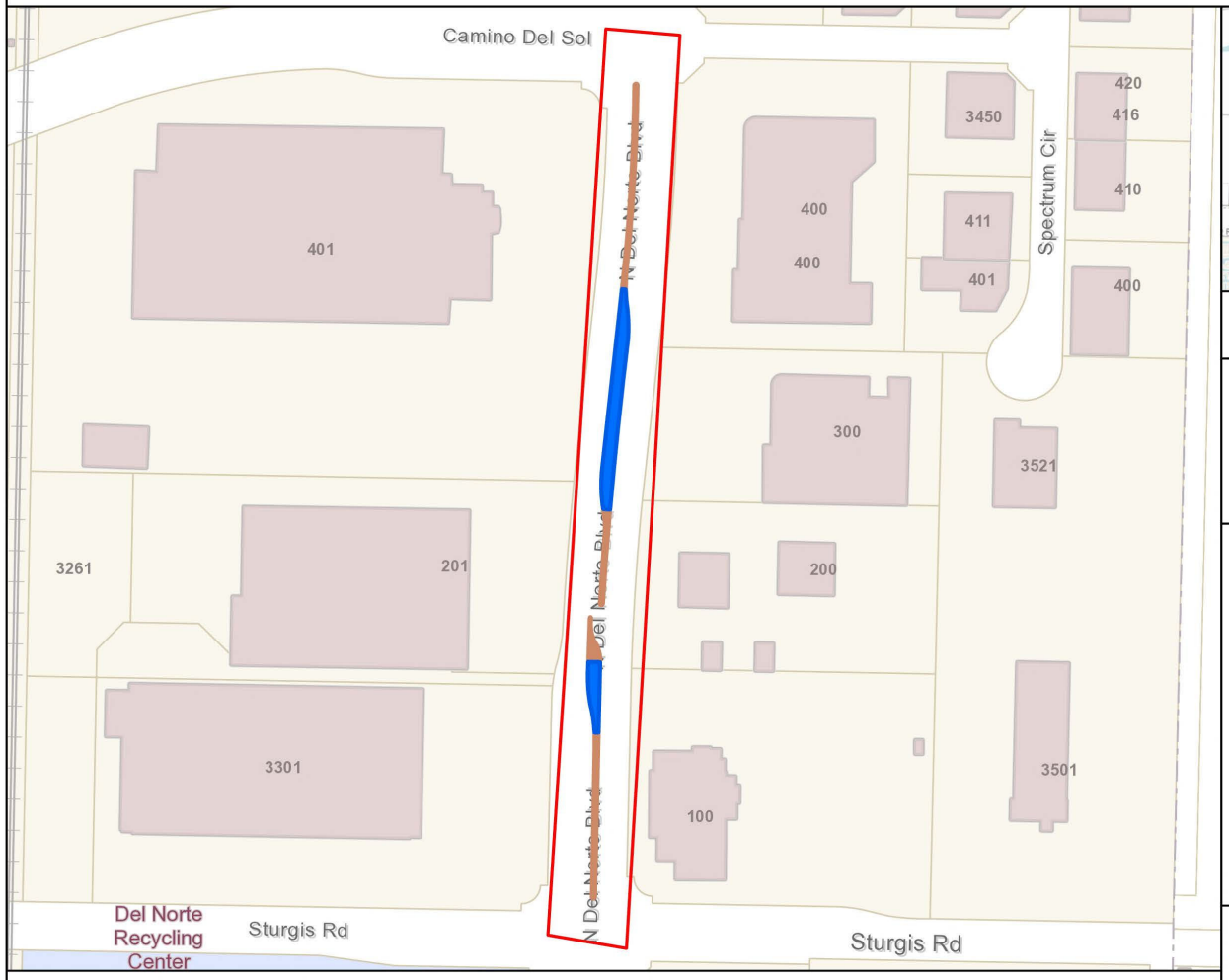
Work extent on this map
Contracted Landscape
Contracted Hardscape

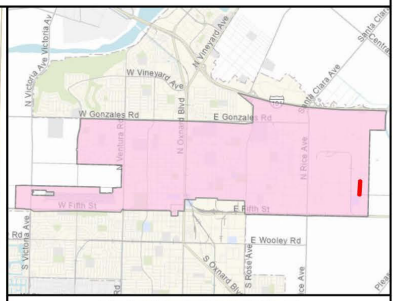
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 44 OF 55, DEL NORTE 4





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

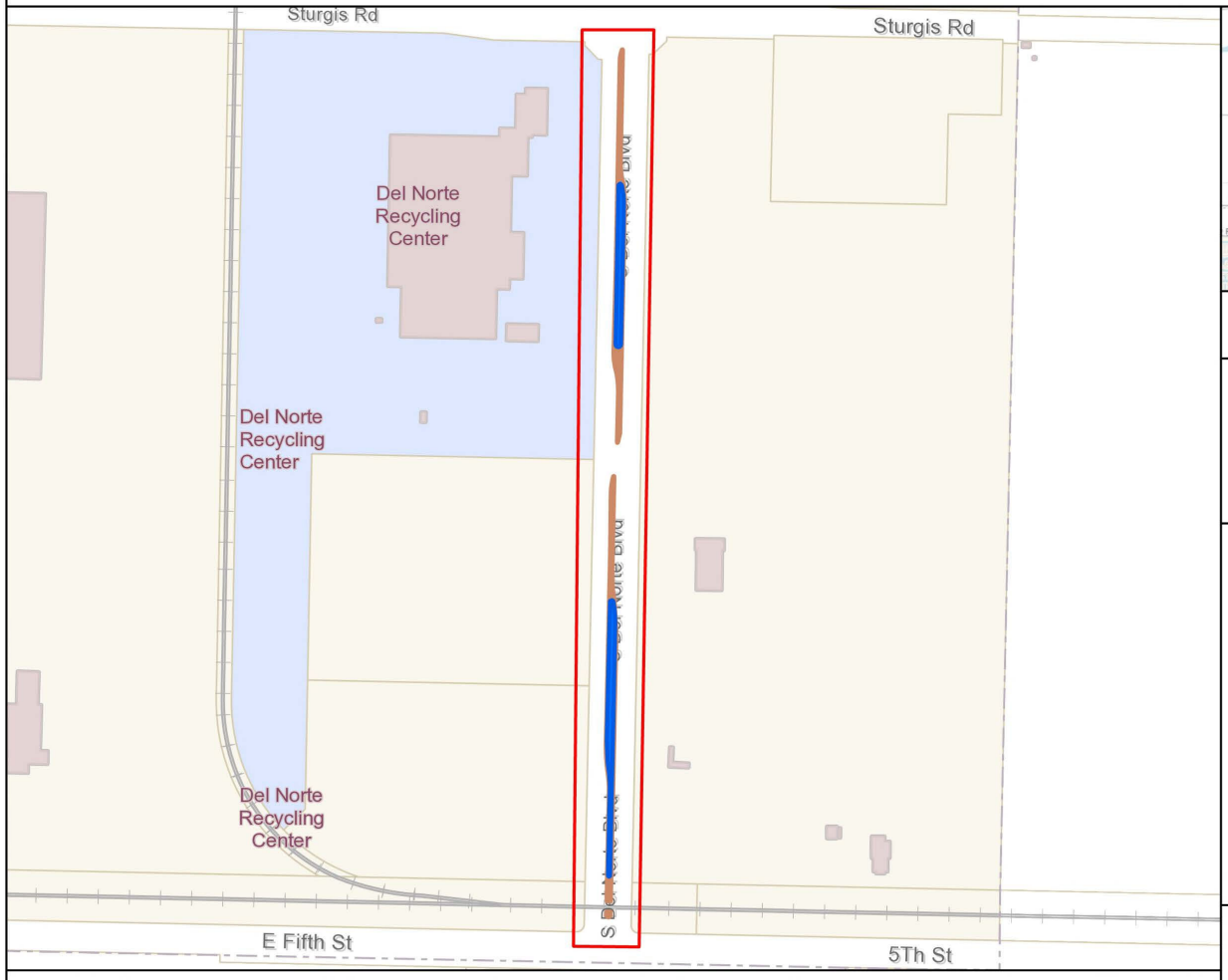
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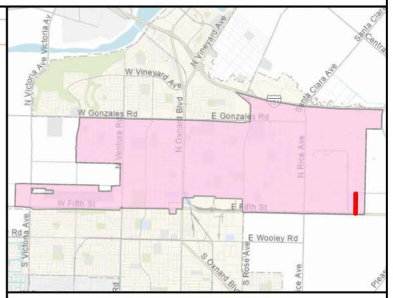
MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,227 SQ FT
~0.12 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,143 SQ FT
~0.07 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 45 OF 55, DEL NORTE 5





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

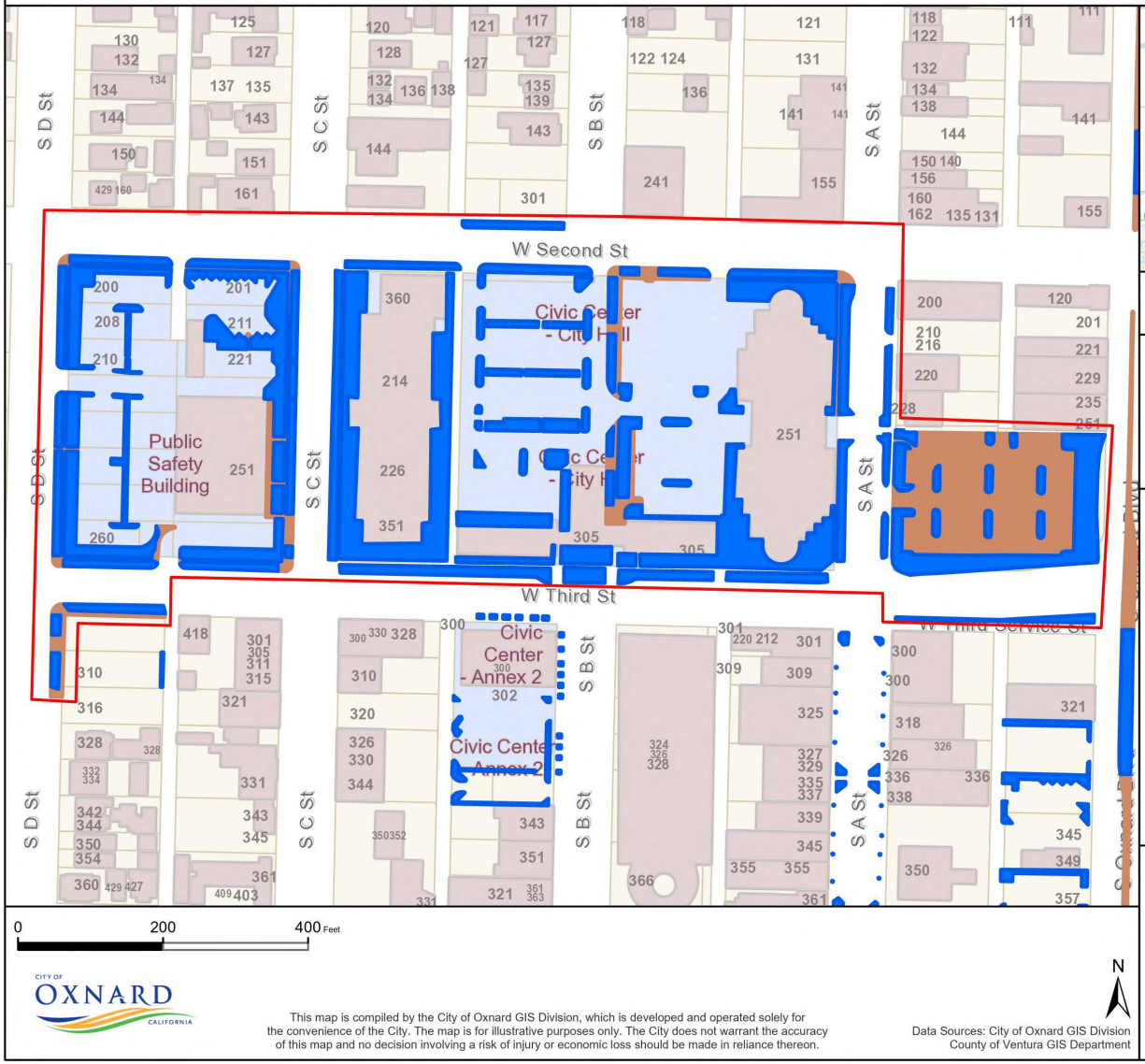
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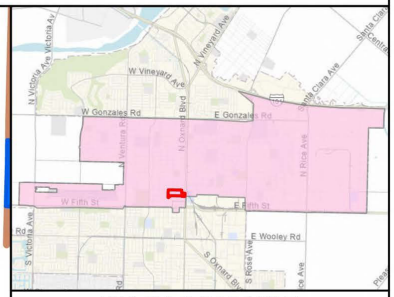
MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,125 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,224 SQ FT
~0.21 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 46 OF 55, CIVIC CENTER





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

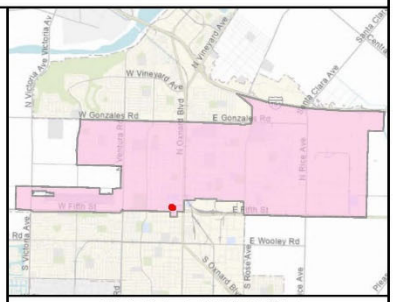
MEDIAN & PARKWAY LANDSCAPE AREAS:
~132,235 SQ FT
~3.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~56,944 SQ FT
~1.31 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 47 OF 55, CARNEGIE





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 2,265 SQ FT
~ 0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~700 SQ FT
~0.02 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

0 25 50 100 Feet

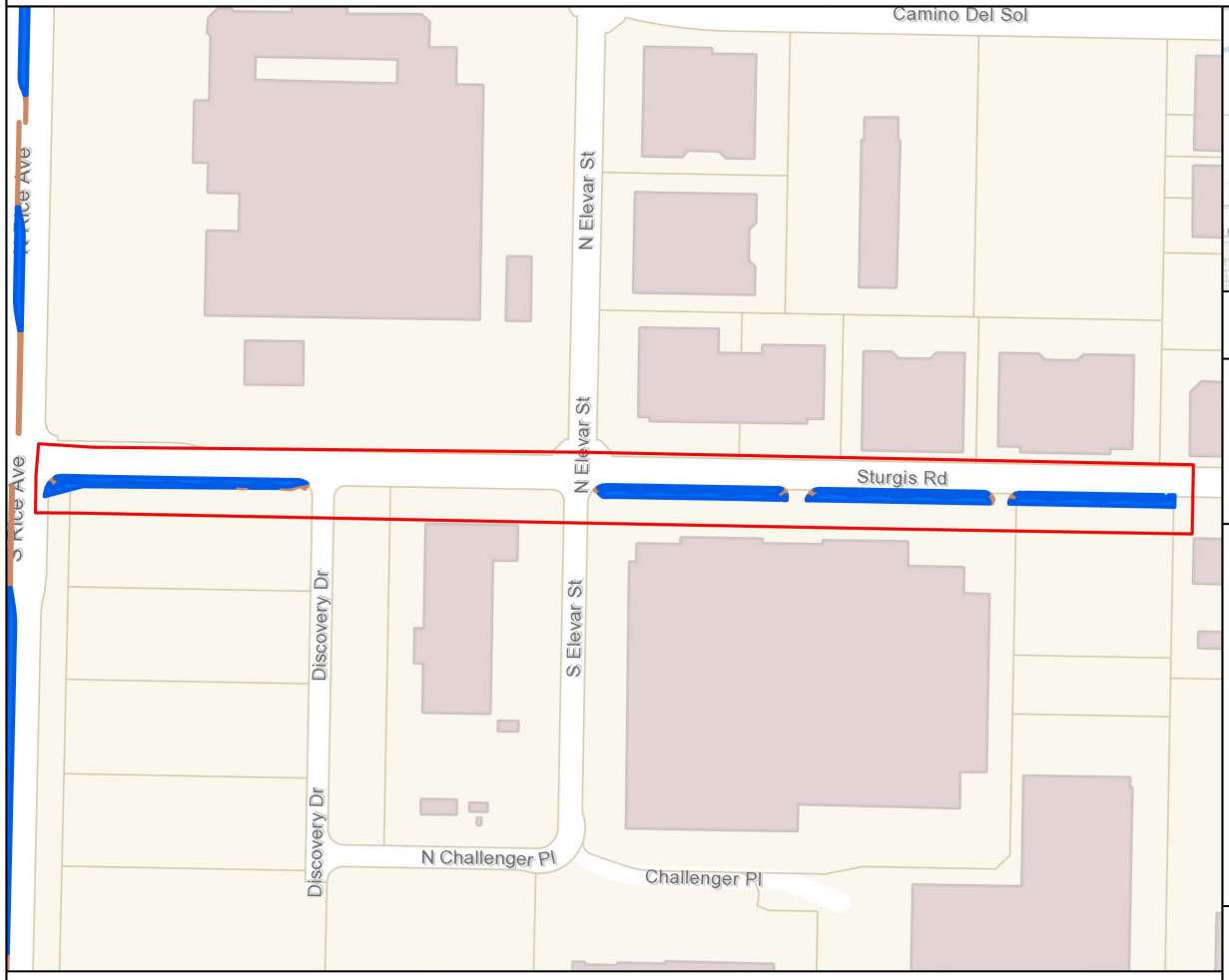
CITY OF OXNARD CALIFORNIA

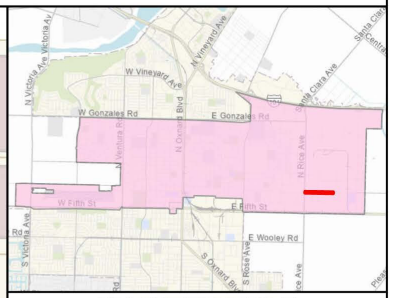
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N

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 48 OF 55, STURGIS 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,892 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,267 SQ FT
~0.21 ACRES

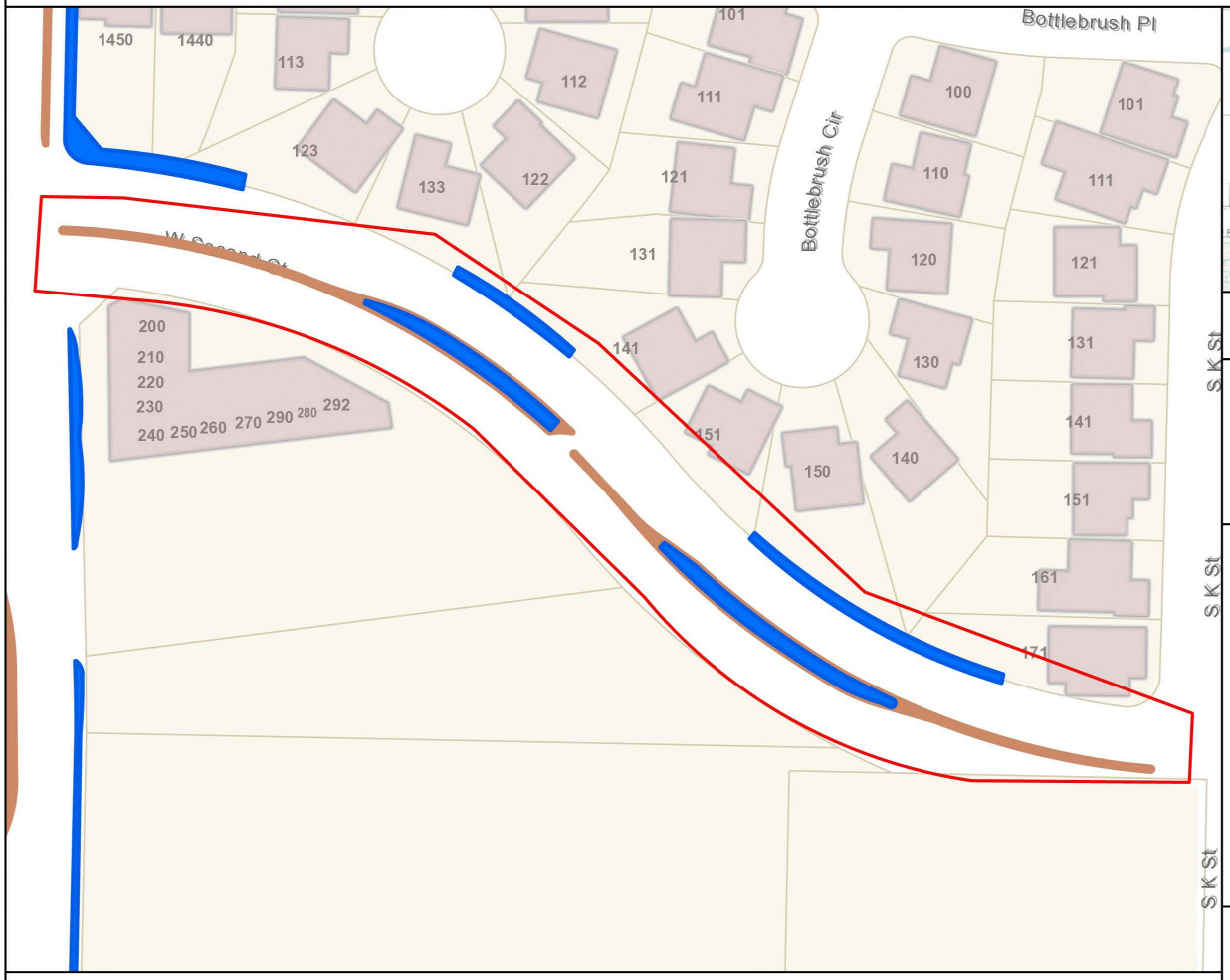
Work extent on this map
Contracted Landscape
Contracted Hardscape

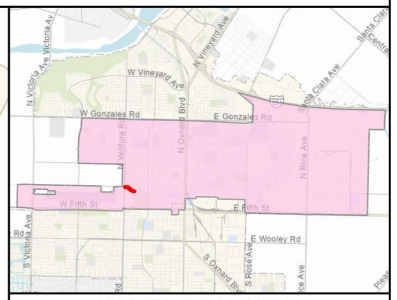
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 49 OF 55, W SECOND ST





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

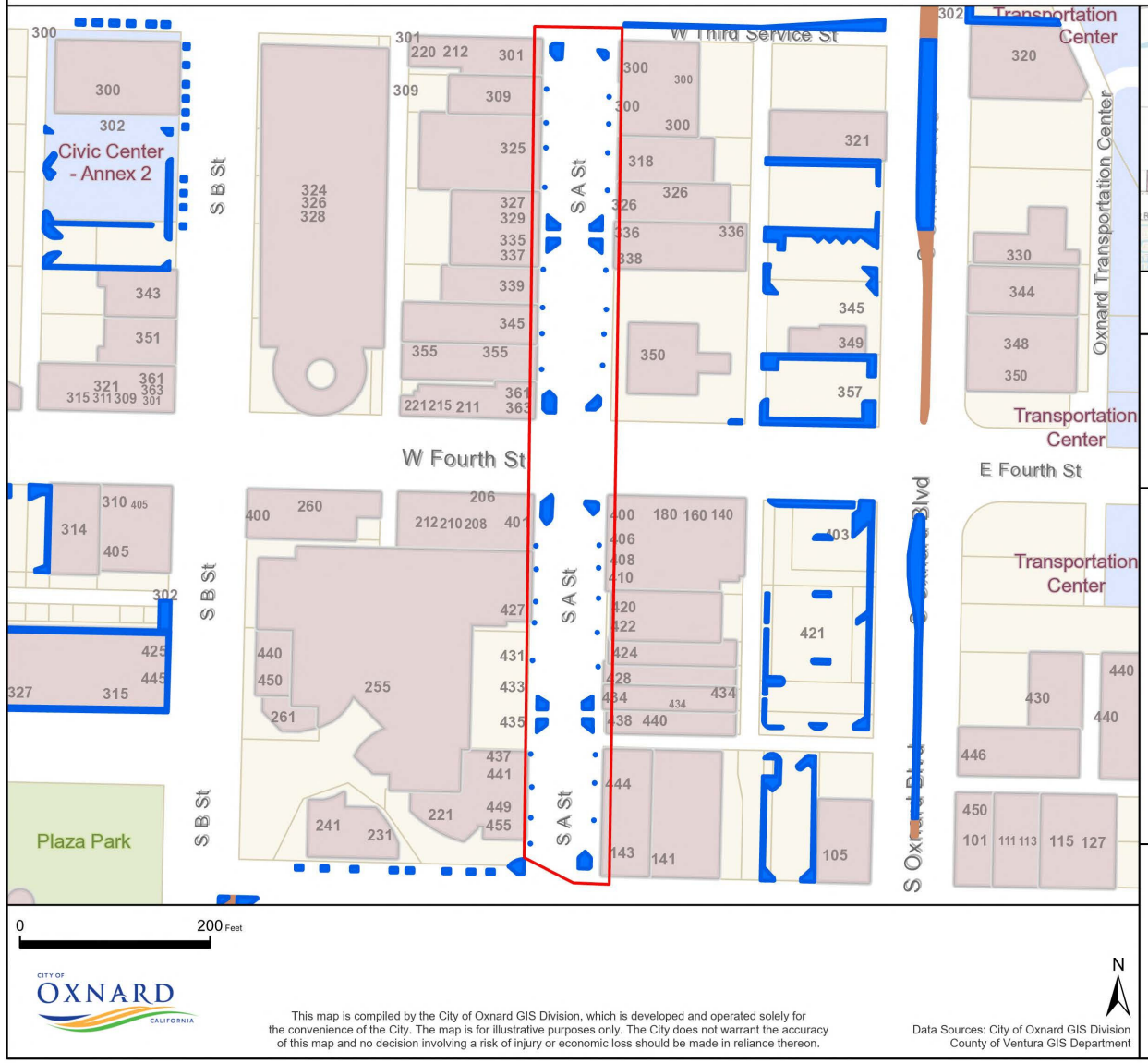
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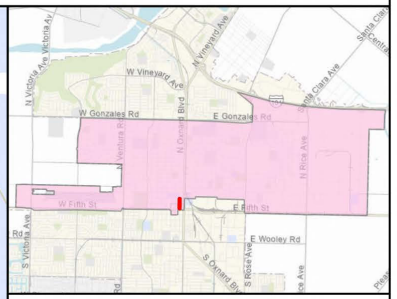
MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,706 SQ FT
~0.13 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,580 SQ FT
~0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 50 OF 55, A ST NORTH 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

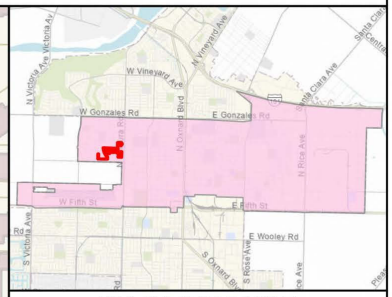
MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,319 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 51 OF 55, CABRILLO 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

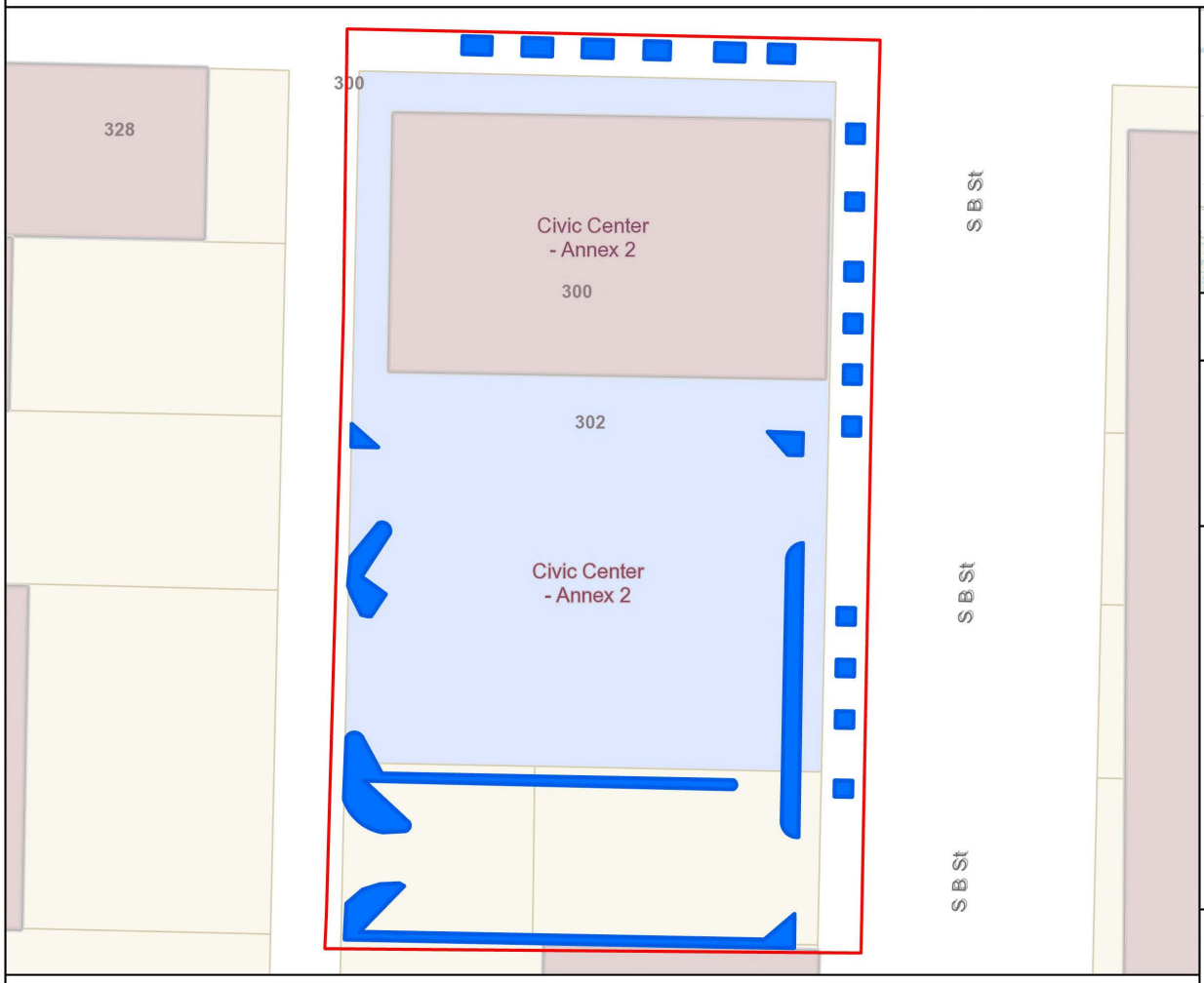
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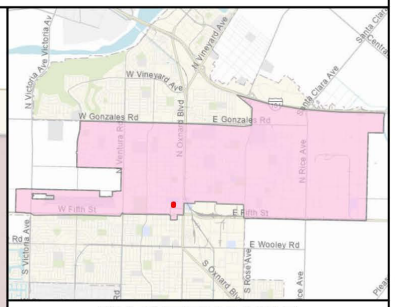
MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,492 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 52 OF 55, CIVIC CENTER ADMINISTRATIVE BUILDING





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,158 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

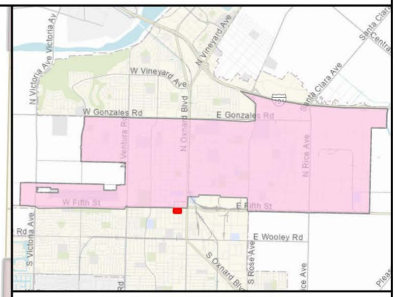
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 53 OF 55, DOWNTOWN





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,015 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

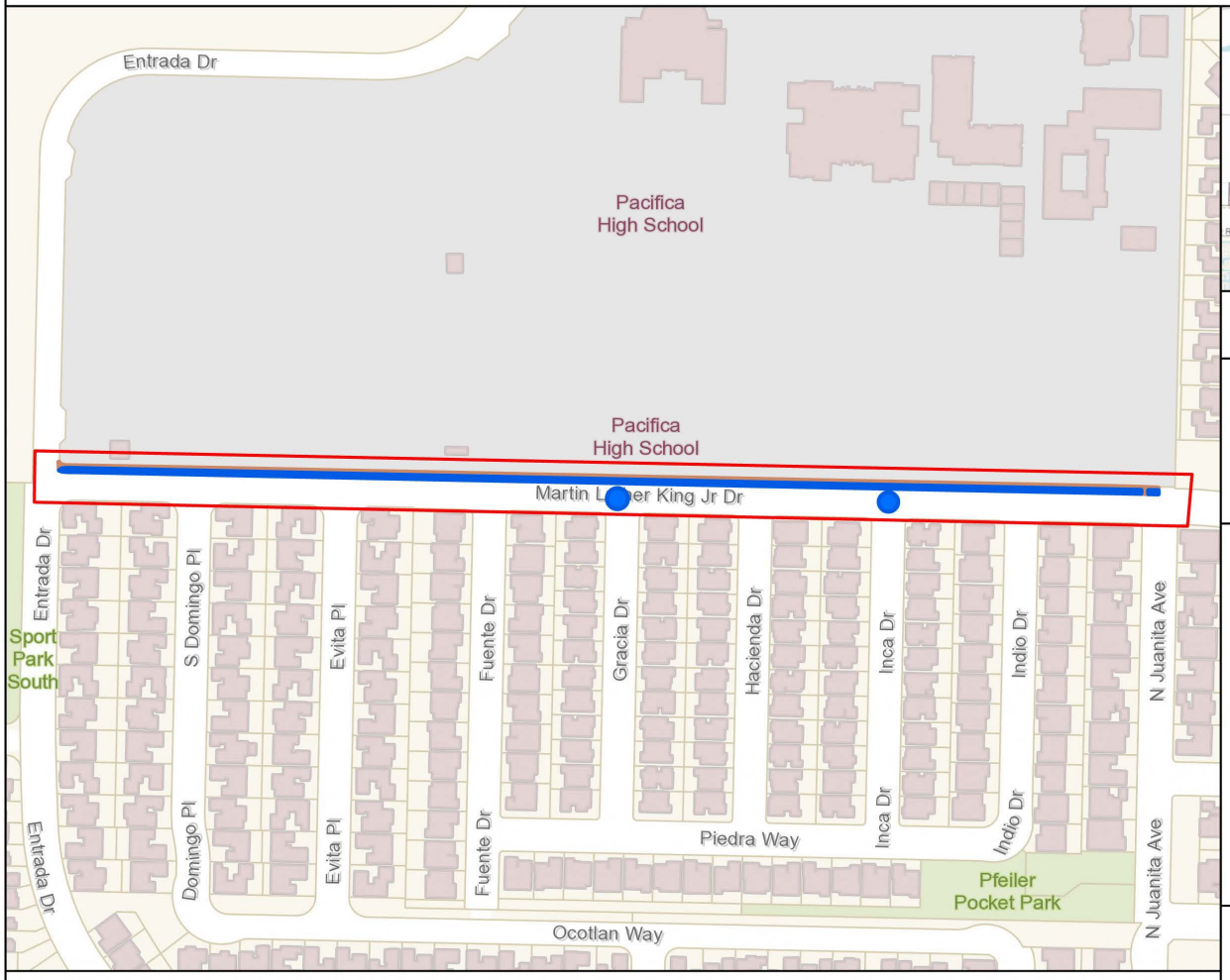
Work extent on this map
Contracted Landscape
Contracted Hardscape

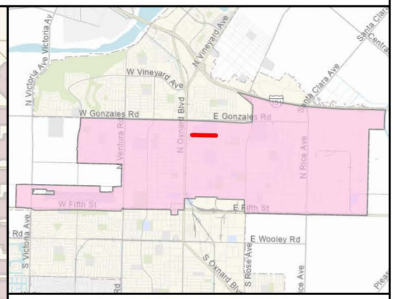
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 2 WORK DETAIL: PAGE 54 OF 55, MLK 1





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

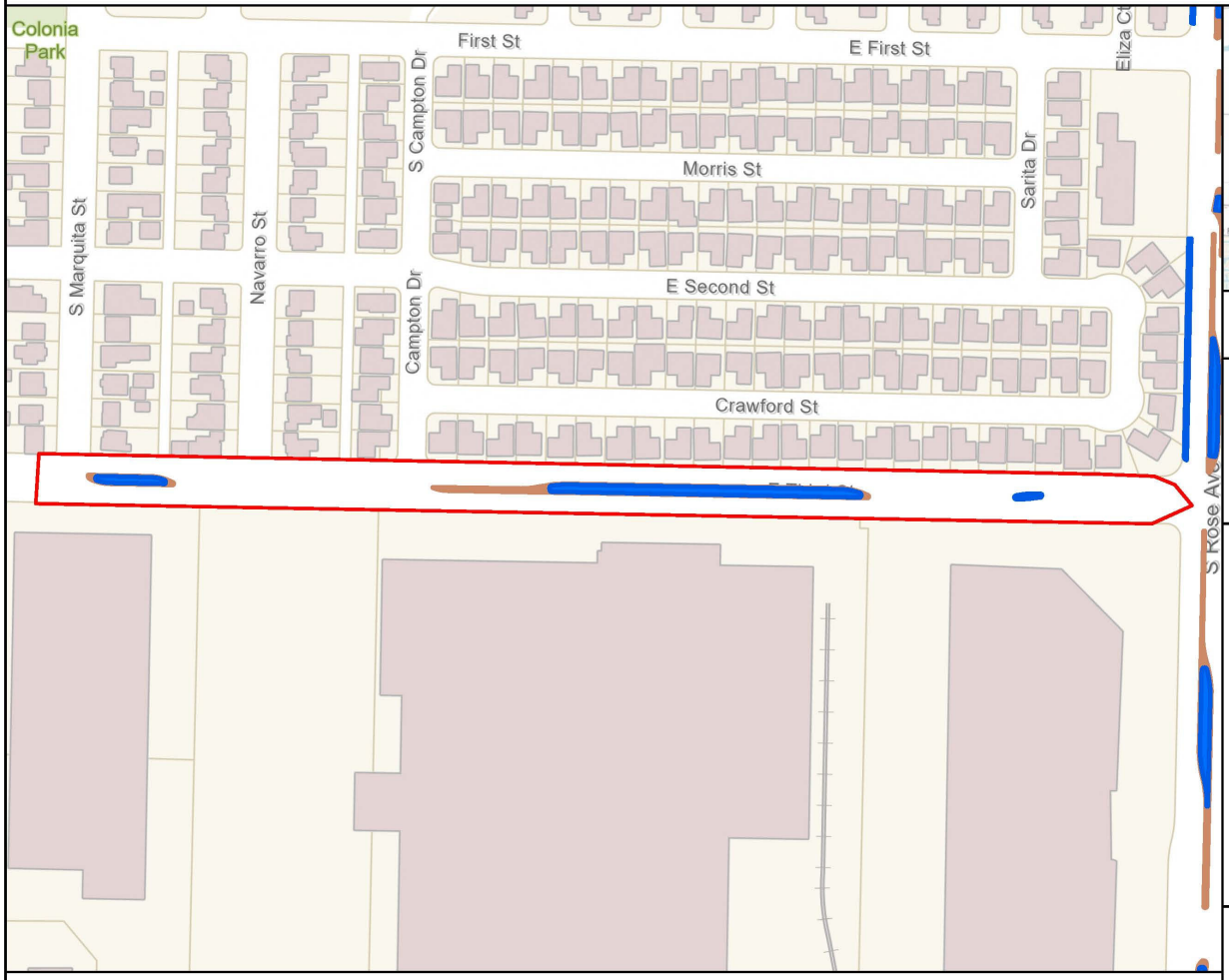
WORK TO BID ON THIS PAGE

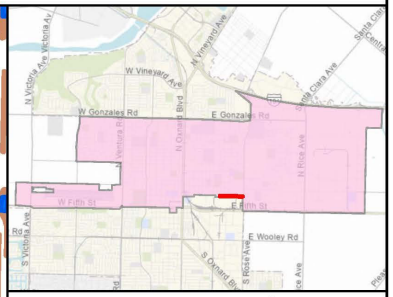
MEDIAN & PARKWAY LANDSCAPE AREAS:
~16,849 SQ FT
~0.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,111 SQ FT
~0.28 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 2 WORK DETAIL: PAGE 55 OF 55, THIRD 2





MAINTENANCE TOTALS

REGION 2

ACRES-
LANDSCAPED: 43.10
HARDSCAPE: 10.52

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~ 9,107 SQ FT
~ 0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~ 3,593 SQ FT
~ 0.08 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for Streets and Medians landscape maintenance (Region 3).

2. PARTIES.

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

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 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.

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: $3,527,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City 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 Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

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 4 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.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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 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.**

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 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 or employees are in any manner agents 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. 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.

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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

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.

30. 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 F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the District may change at the beginning of its fiscal year based upon the level of service requested by the District's residents. Maps of specific District areas and features relevant to this scope of work are included as **Exhibit H.** Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms that uniquely identify them as crew members assigned to this Agreement. If the Service Provider maintains contracts with HOAs or businesses within the City, the Service Provider shall be required to have their staff wearing uniforms which clearly

identify them from other Service Provider's staff working in the HOA or business areas. Uniforms shall be agreed upon between Service Provider and the City prior to the start of any work.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.

iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person in the vicinity of operations.

v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.

vi. Service Provider to schedule work to conform to all applicable City Ordinances.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.

viii. Work using power equipment will not be performed adjacent to residential housing before 8:00a.m.

ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider i.e. irrigation boxes being damaged or destroyed by mower blades.

x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.

xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Special District's Project Manager.

xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, etc. that is caused by the Service Providers error. Replacement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying properties and sites within this Agreement. Service Provider is responsible for applying all chemicals in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies

are determined by the manufacturer's recommendations. Chemical mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules and at the expense of the Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless Service Provider elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-of-way.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope which may include but is not limited to:

i. Hauling

ii. Chemicals
iii. Dumping
iv. Trash bags
v. Seed
vi. Batteries
vii. Insecticides
viii. Herbicides
ix. Fertilizers
x. Fuel

And any other labor, equipment, materials, supplies, tools, and transportation needed to perform park, landscape, and associated facilities maintenance work as directed/described herein these Agreement documents.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management: Routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weeding, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Tree Maintenance: Proactively prune Queens Palms only.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as

soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City in writing within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape at these facilities.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain planters free from weeds which includes, but is not limited to, Poa Annua, Nutsedge, Horseweed, Kikuyu grass, or

other invasive crop damaging weeds. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. Herbicides must be applied at maximum rates unless advised by the City.
iii. All chemicals must be applied by or supervised by a licensed applicator in accordance with label directions.
iv. Herbicide cost should be figured into the base bid.
v. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
vi. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vii. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area treated, the label of the chemical applied, and a warning to avoid the area for a time no less than what is recommended on the label.
viii. Service Provider 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.
ix. Tree wells should be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers and undesired growth shall be removed during pruning services. Tree and shrub branches should be

pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.

iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Maintenance

i. Service Provider to proactively trim Queen Palms that can be reached with a pole saw up to 20' from the ground. All other trees are the responsibility of the City.
ii. Palm tree pruning consists of the removal of all dead fronds, fruit clusters and other vegetation from the trunks of all Queen Palms.
iii. All debris from pruning shall be removed from the site and disposed of.
iv. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the **General Site Maintenance Program** is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc.

ii. Cleaning - removal of debris by blowing from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite)as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least ½ full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not

need changing, but has fallen to the bottom of the can, the liner will be properly secured.

vii. If loose trash is present under the liner in the receptacle. Contractor is responsible for removing, when changing the liner.

viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.

ix. Contractor to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and the outlet structures should be cleared of vegetation to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.

ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and methods of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing

ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.

iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - 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. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Pruning Vegetation and Trees - as identified in the Pruning scopes in Section 4 on a per hour basis.
xiv. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xvi. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvii. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xviii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.
xix. Riprap Clean Up - Use of an aquatic safe herbicide for the knockdown of weeds and subsequent removal of plant material, trash and debris. Price shall

be per service and shall be for one service of the full length of the riprap around the island.

5.3 Landscape Renovations

i. Planter Bed Renovation - on a per square foot basis, Service Provider shall provide a price for the general renovation of planter beds. Renovation should include additional soil and amendments where necessary, mulch, plant material and any other material and equipment necessary to complete the work. Renovation work will be limited in scope to landscape similar in nature to that which is previously established.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform

in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 3 (Weekly)	$ 36,880.00 /Monthly

Hourly rate as-needed	$ 40.00 /Hour
Hourly Irrigation Tech rate as-needed	$ 45.00 /Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.	

Overseeding	$ 250.00 /1000 sq ft
Power washing	$ 220.00 /1000 sq ft
Aeration	$ 95.00 /1000 sq ft
Dethatching	$ 95.00 /1000 sq ft
Mulch (Install)	$ 1.00 /cu ft
Decomposed Granite (Install)	$ 1.75 /cu ft
Landscape pavers (Install)	$ 6.50 /sq ft
Stones (Install)	$ 18.00 /unit
Sod (Install)	$ 1.50 /sq ft
Sod Cutting	$ 1.00 /sq ft
Edging/Line trimming	$ 0.05 /ln ft
Landscape Drainage	$ 8.00 /ln ft
Weed Control	$ 100.00 /1000 sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

SAMPLE

Exhibit INS-D

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

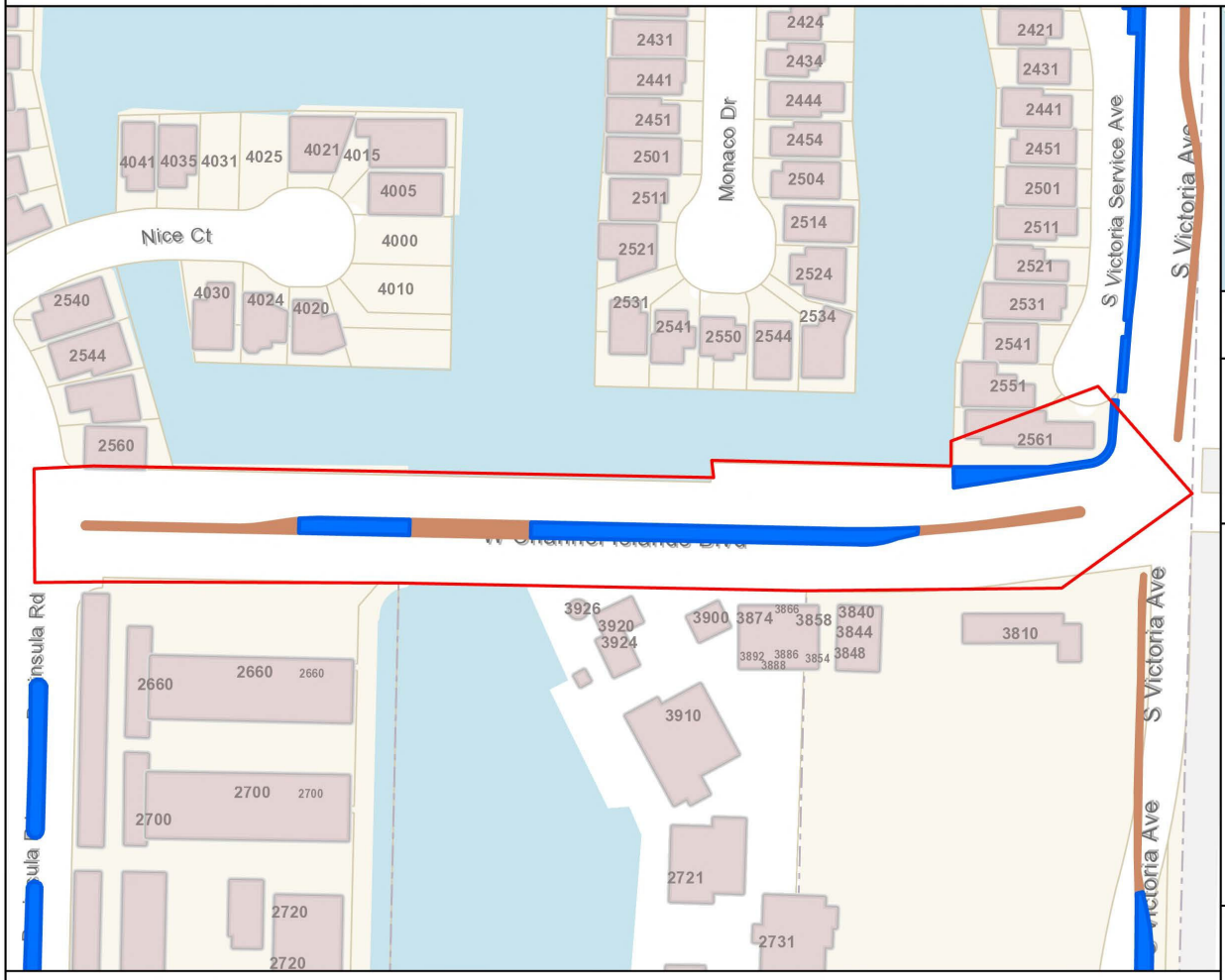
EXHIBIT H

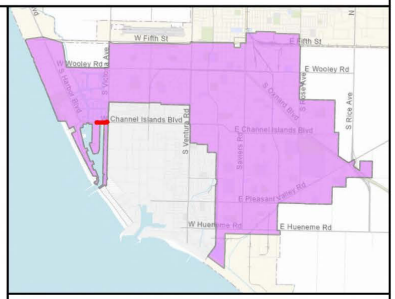
LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

REGION 3 WORK DETAIL: PAGE 1 OF 50, CHANNEL ISLANDS 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,540 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,656 SQ FT
~0.11 ACRES

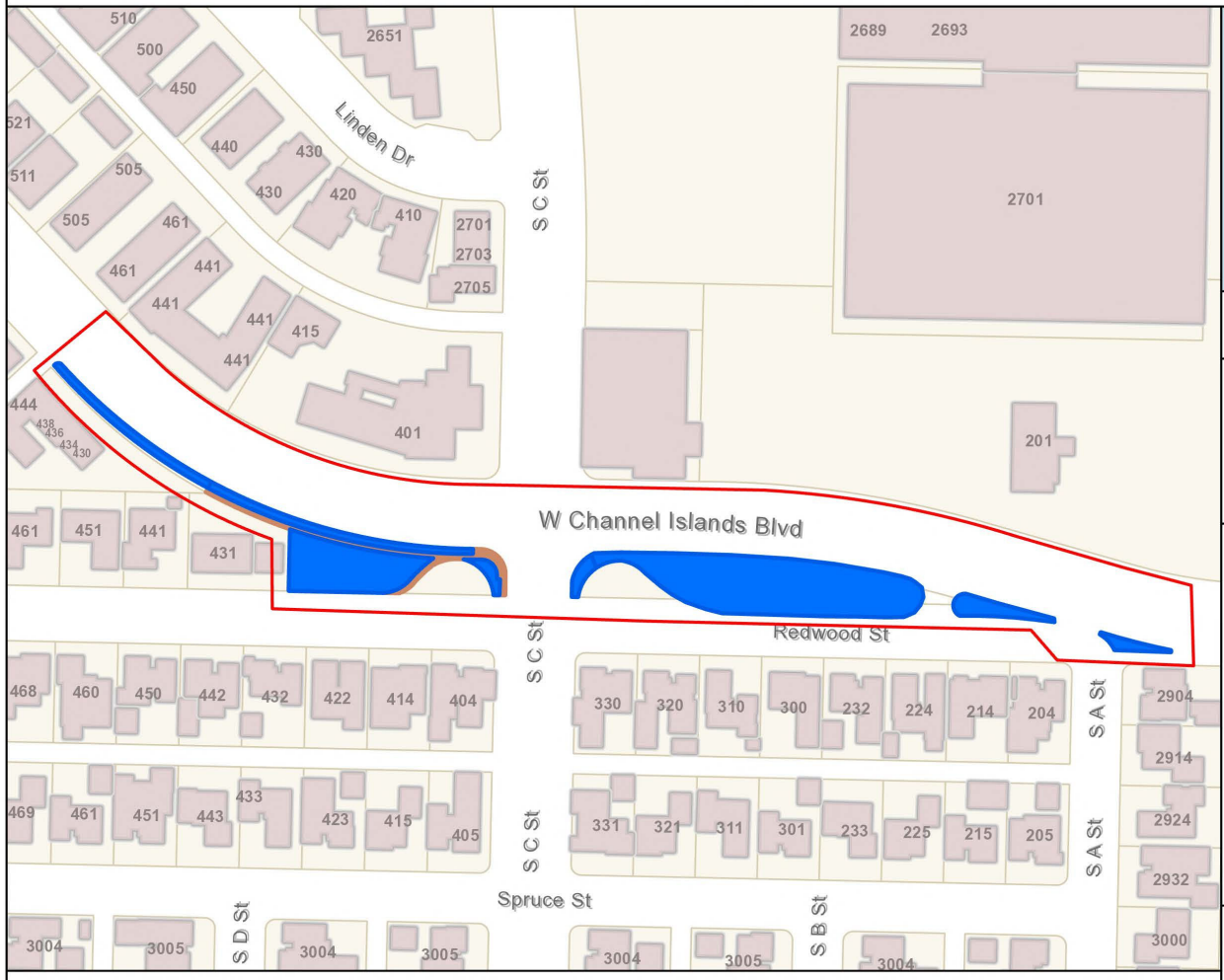
Work extent on this map
Contracted Landscape
Contracted Hardscape

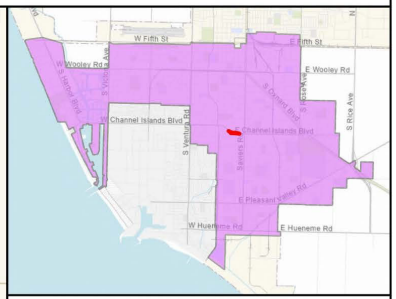
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 2 OF 50, CHANNEL ISLANDS 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

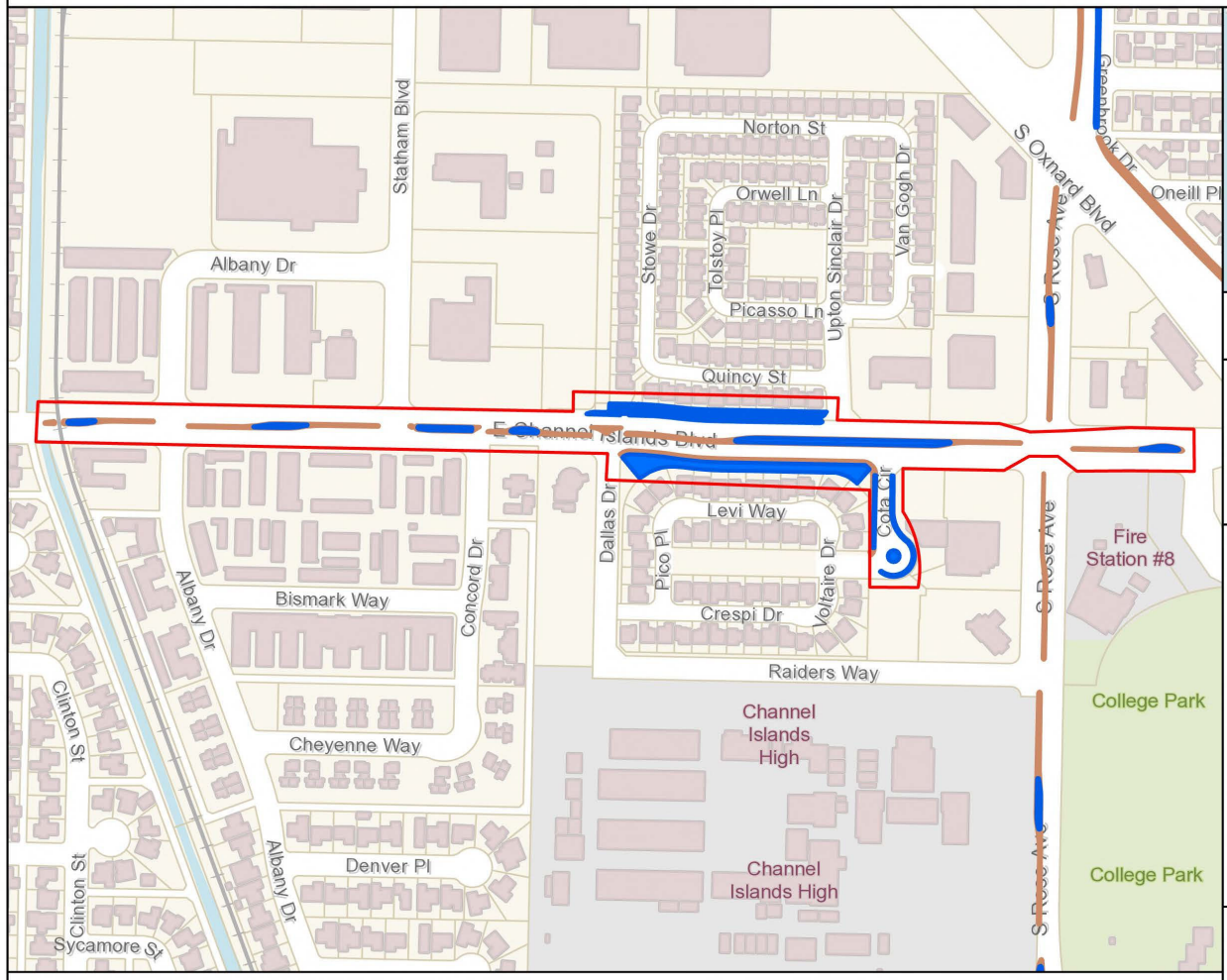
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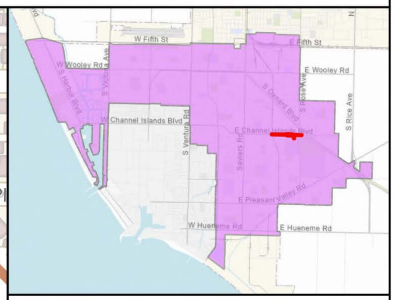
MEDIAN & PARKWAY LANDSCAPE AREAS:
~25,229 SQ FT
~0.58 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,221 SQ FT
~0.05 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 3 OF 50, CHANNEL ISLANDS 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

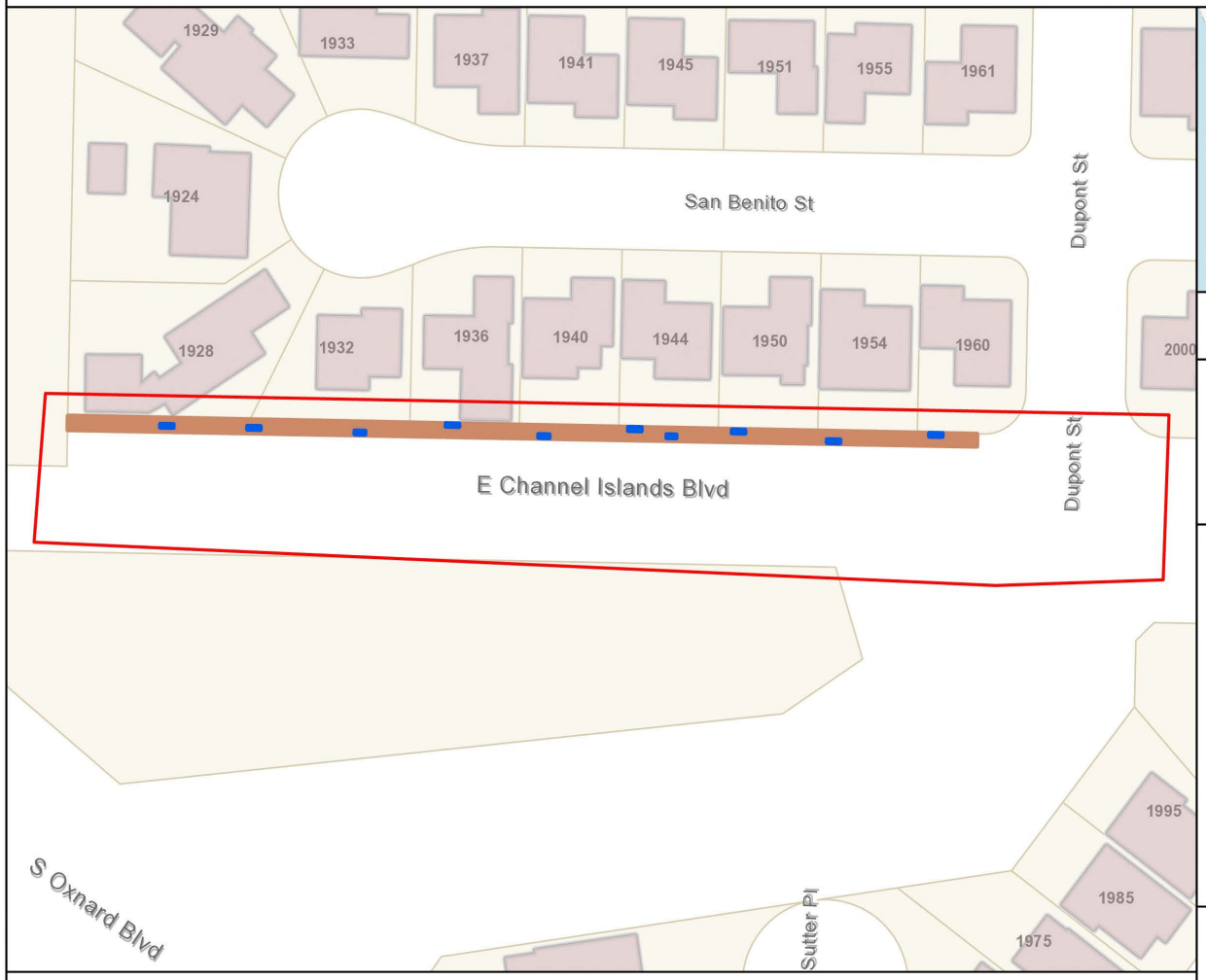
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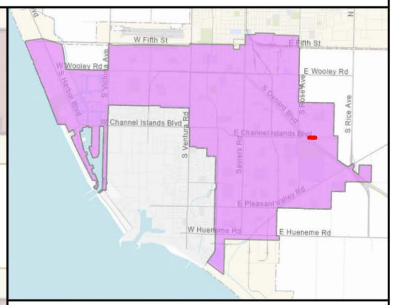
MEDIAN & PARKWAY LANDSCAPE AREAS:
~44,989 SQ FT
~1.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,061 SQ FT
~0.46 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 4 OF 50, CHANNEL ISLANDS 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~179 SQ FT
~0 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,295 SQ FT
~0.1 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

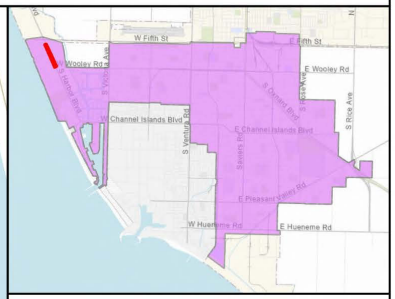
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 5 OF 50, HARBOR 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

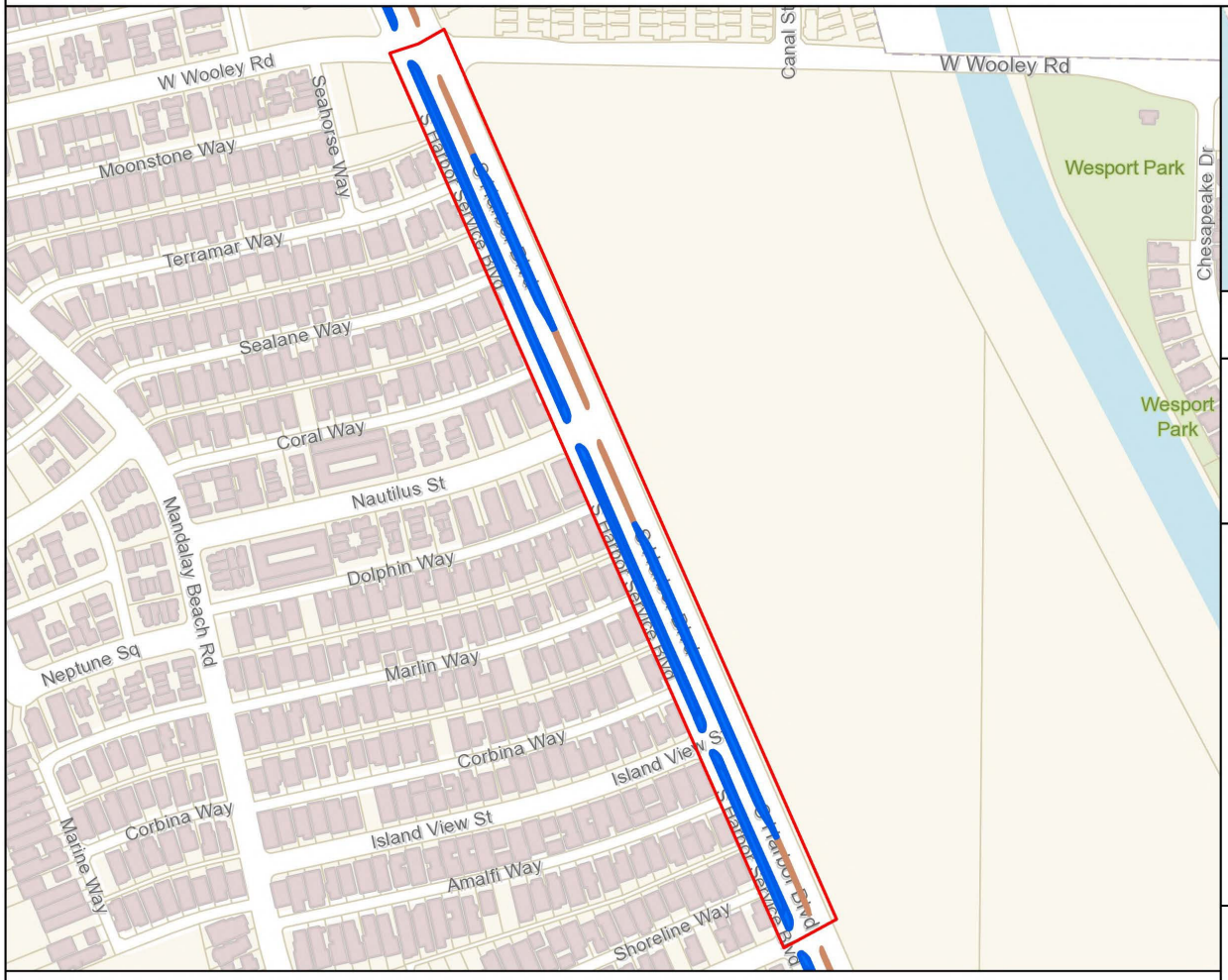
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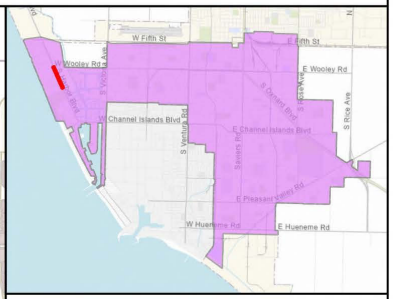
MEDIAN & PARKWAY LANDSCAPE AREAS:
~63,404 SQ FT
~1.46 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~3,705 SQ FT
~0.09 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 6 OF 50, HARBOR 2/ WOOLEY 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

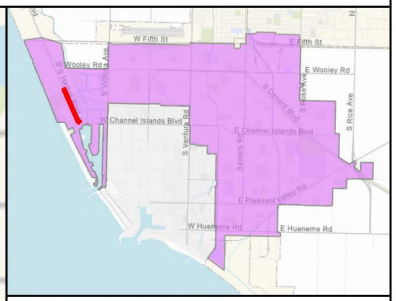
MEDIAN & PARKWAY LANDSCAPE AREAS:
~52,336 SQ FT
~1.2 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~4,671 SQ FT
~0.11 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 7 OF 50, HARBOR 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,452 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,158 SQ FT
~0.21 ACRES

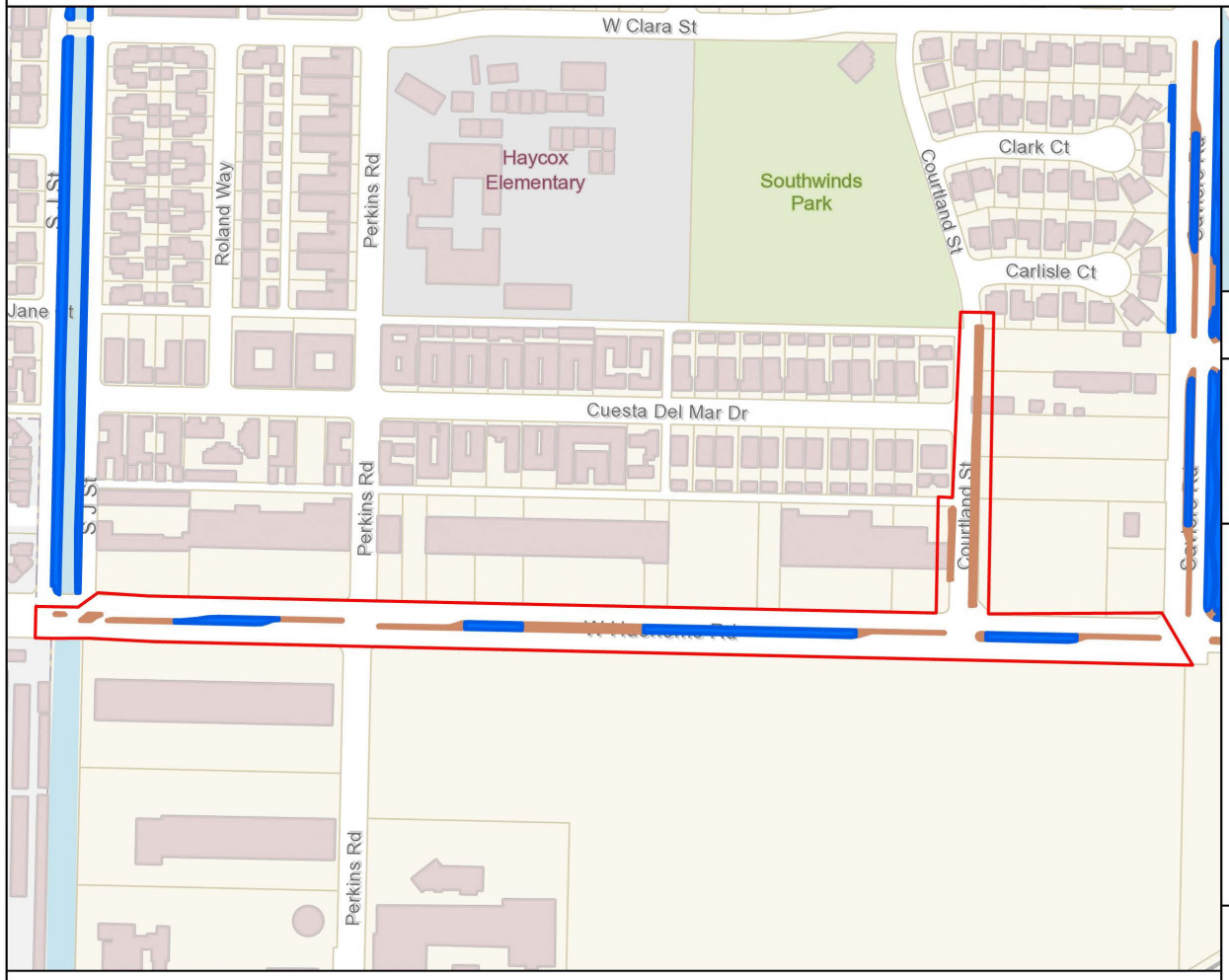
Work extent on this map
Contracted Landscape
Contracted Hardscape

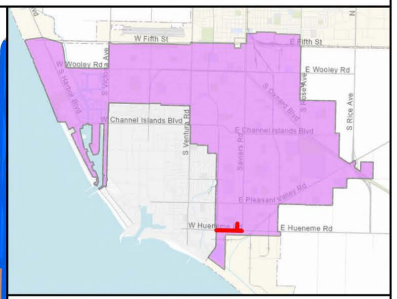
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 8 OF 50, HUENEME RD 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,295 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,193 SQ FT
~0.42 ACRES

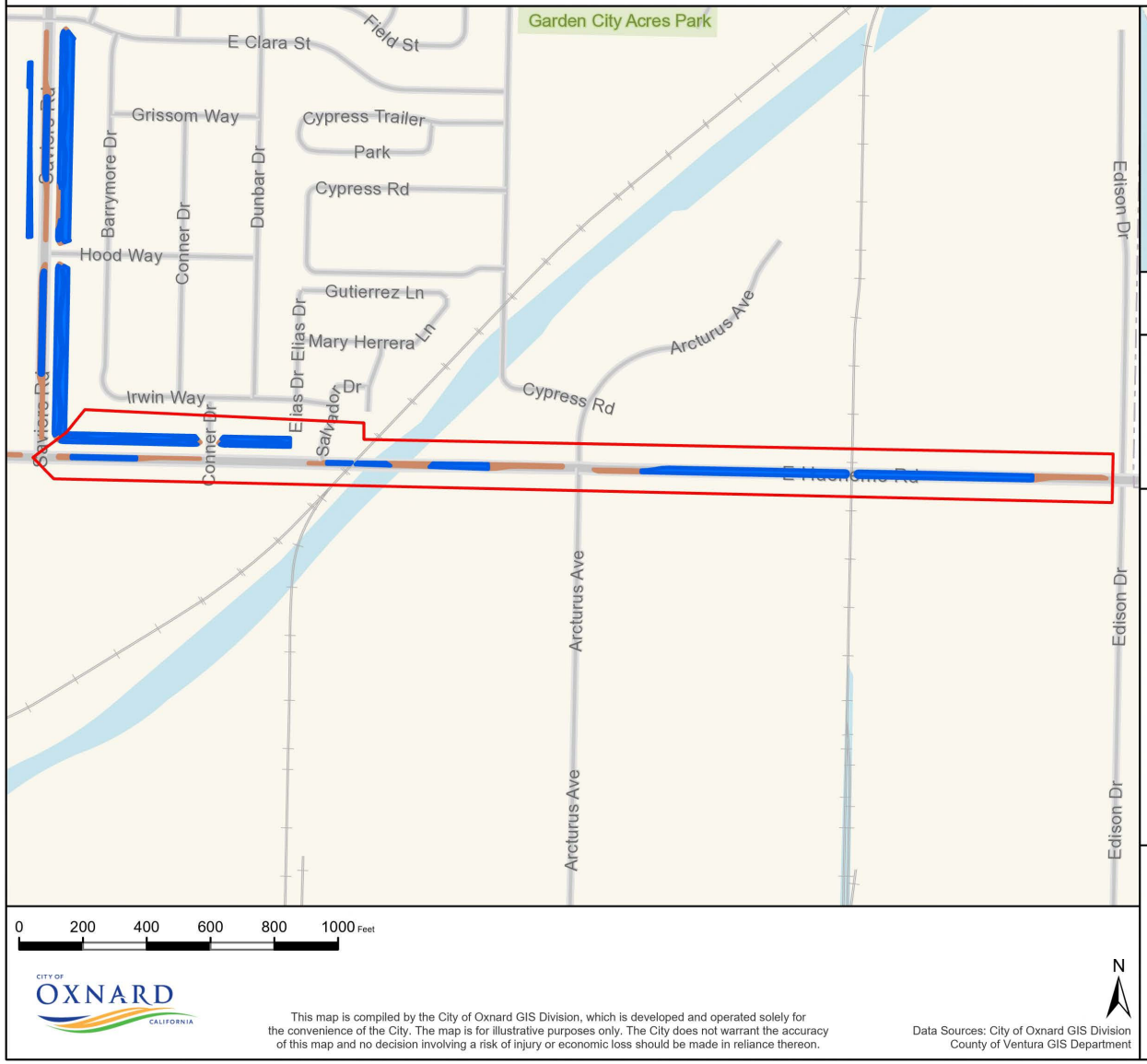
Work extent on this map
Contracted Landscape
Contracted Hardscape

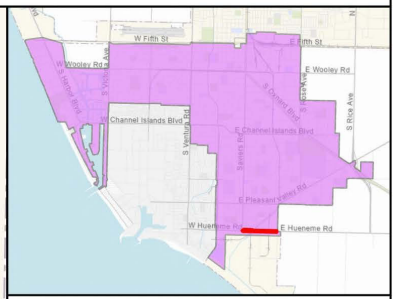
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 9 OF 50, HUENEME RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

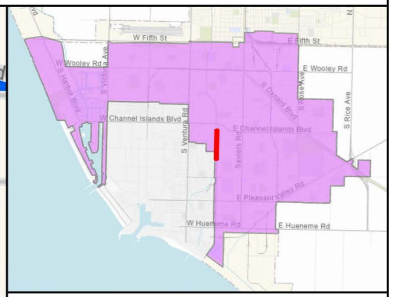
MEDIAN & PARKWAY LANDSCAPE AREAS:
~40,760 SQ FT
~0.94 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~11,849 SQ FT
~0.27 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 10 OF 50, J ST 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

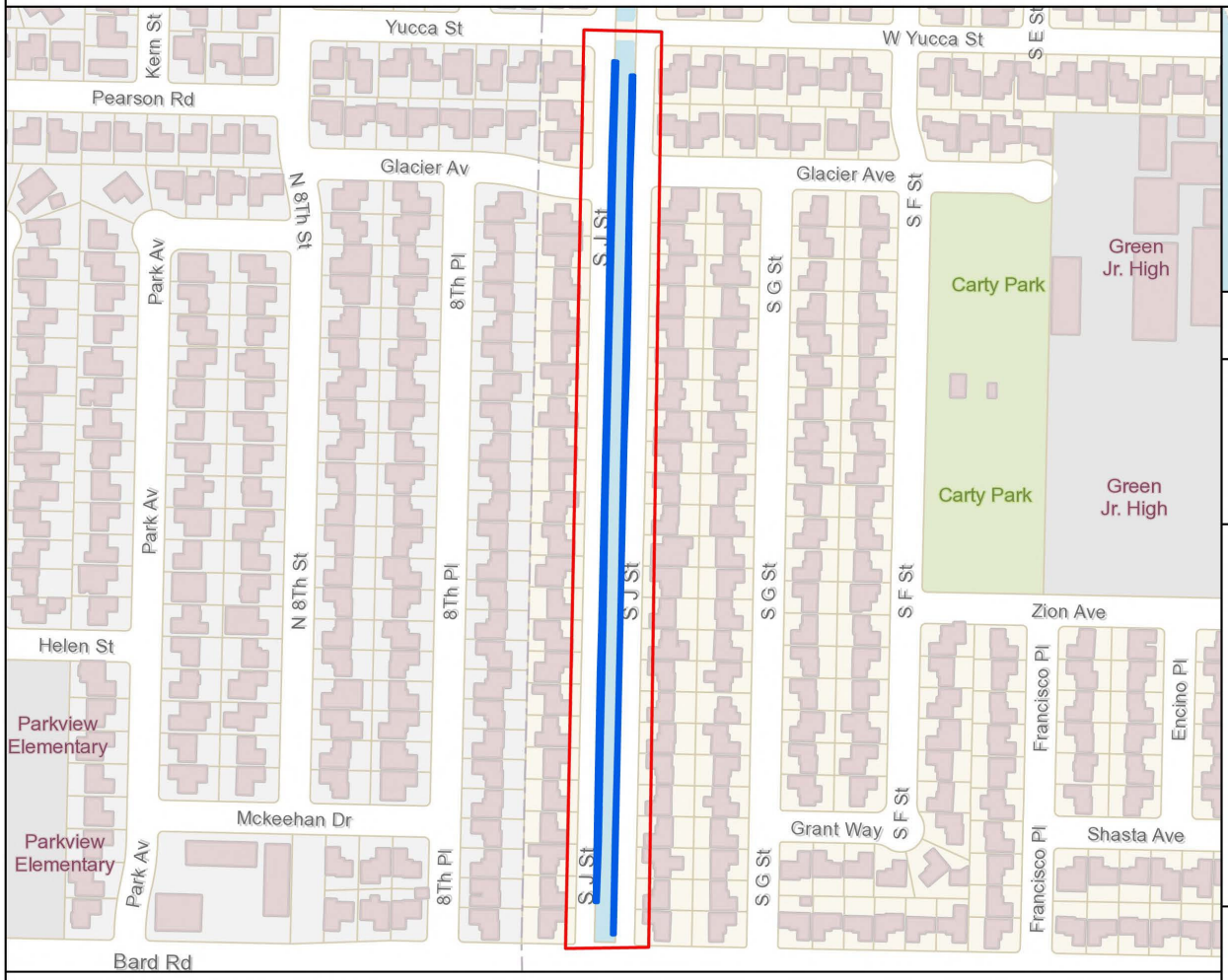
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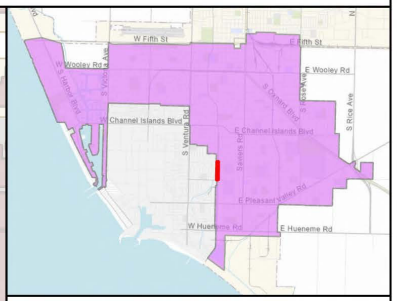
MEDIAN & PARKWAY LANDSCAPE AREAS:
~35,036 SQ FT
~0.8 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 11 OF 50, J ST 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

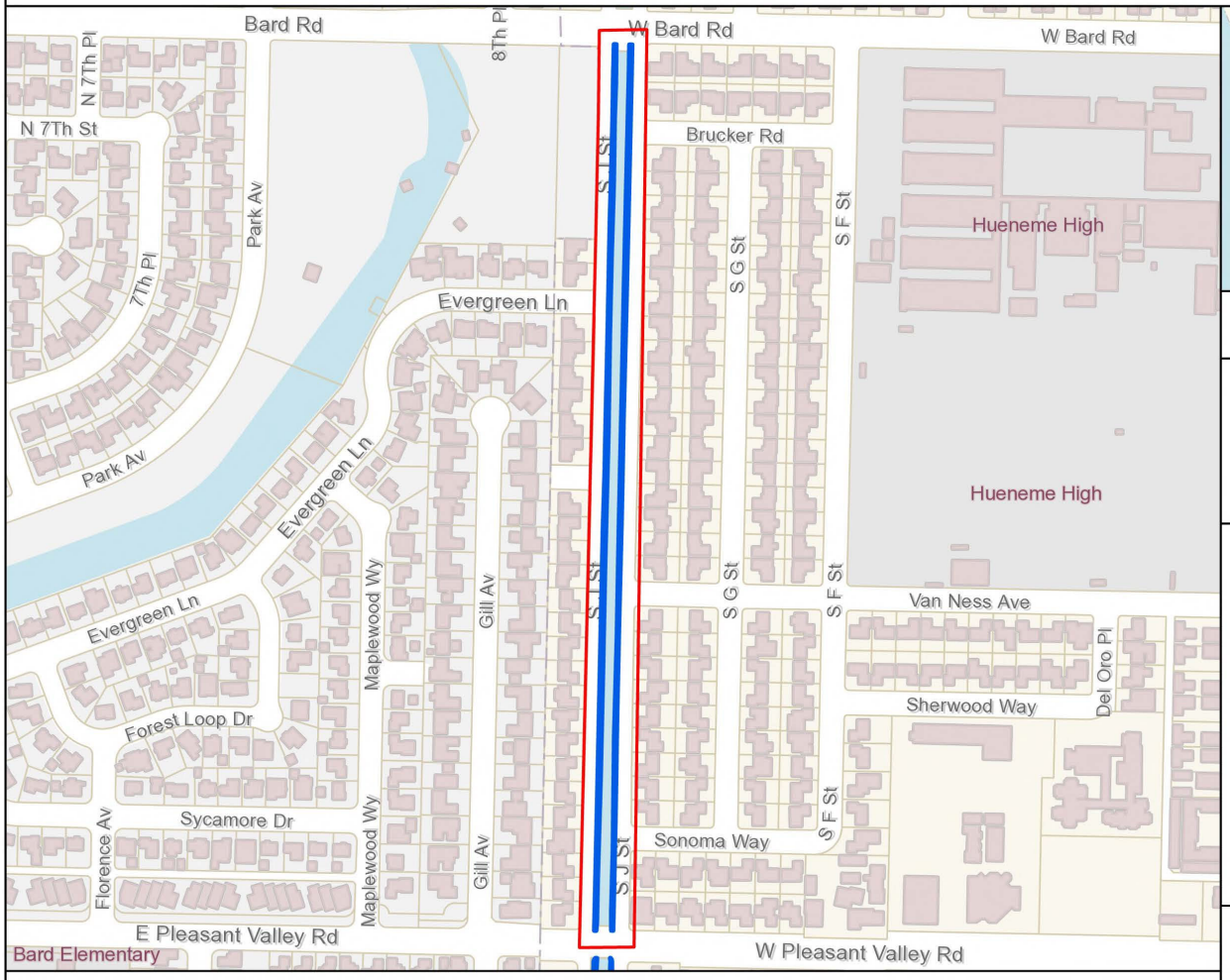
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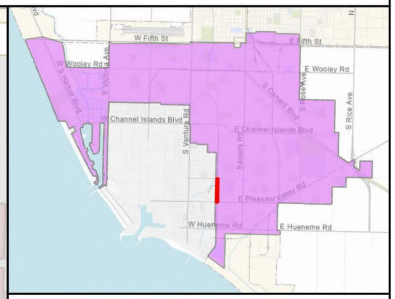
MEDIAN & PARKWAY LANDSCAPE AREAS:
~21,887 SQ FT
~0.5 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 12 OF 50, J ST 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

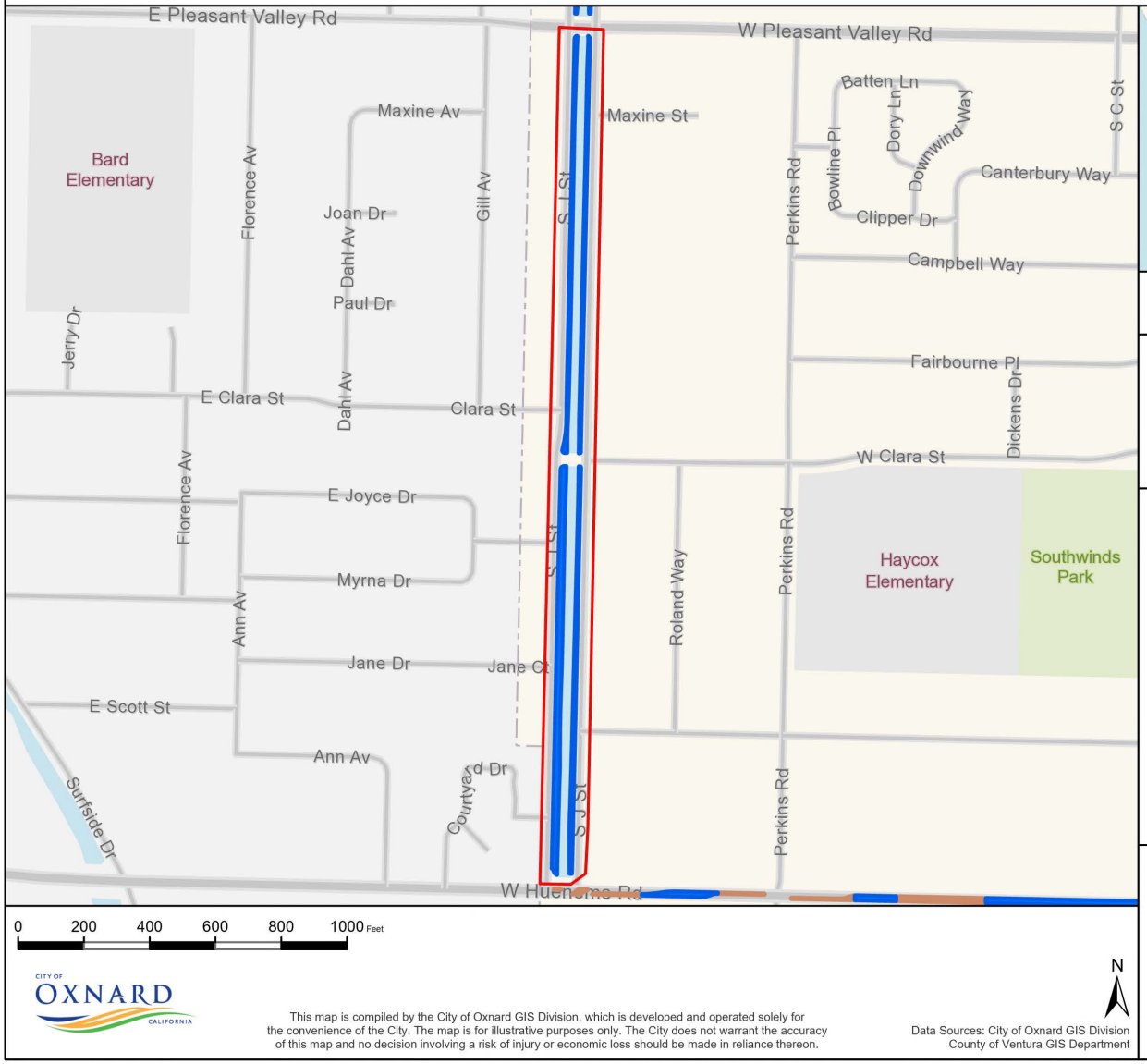
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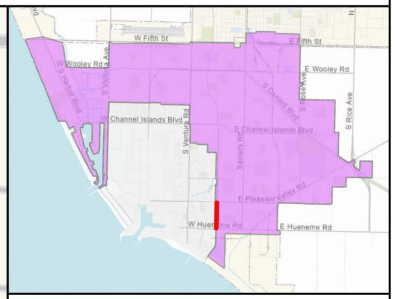
MEDIAN & PARKWAY LANDSCAPE AREAS:
~33,259 SQ FT
~0.76 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 13 OF 50, J ST 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

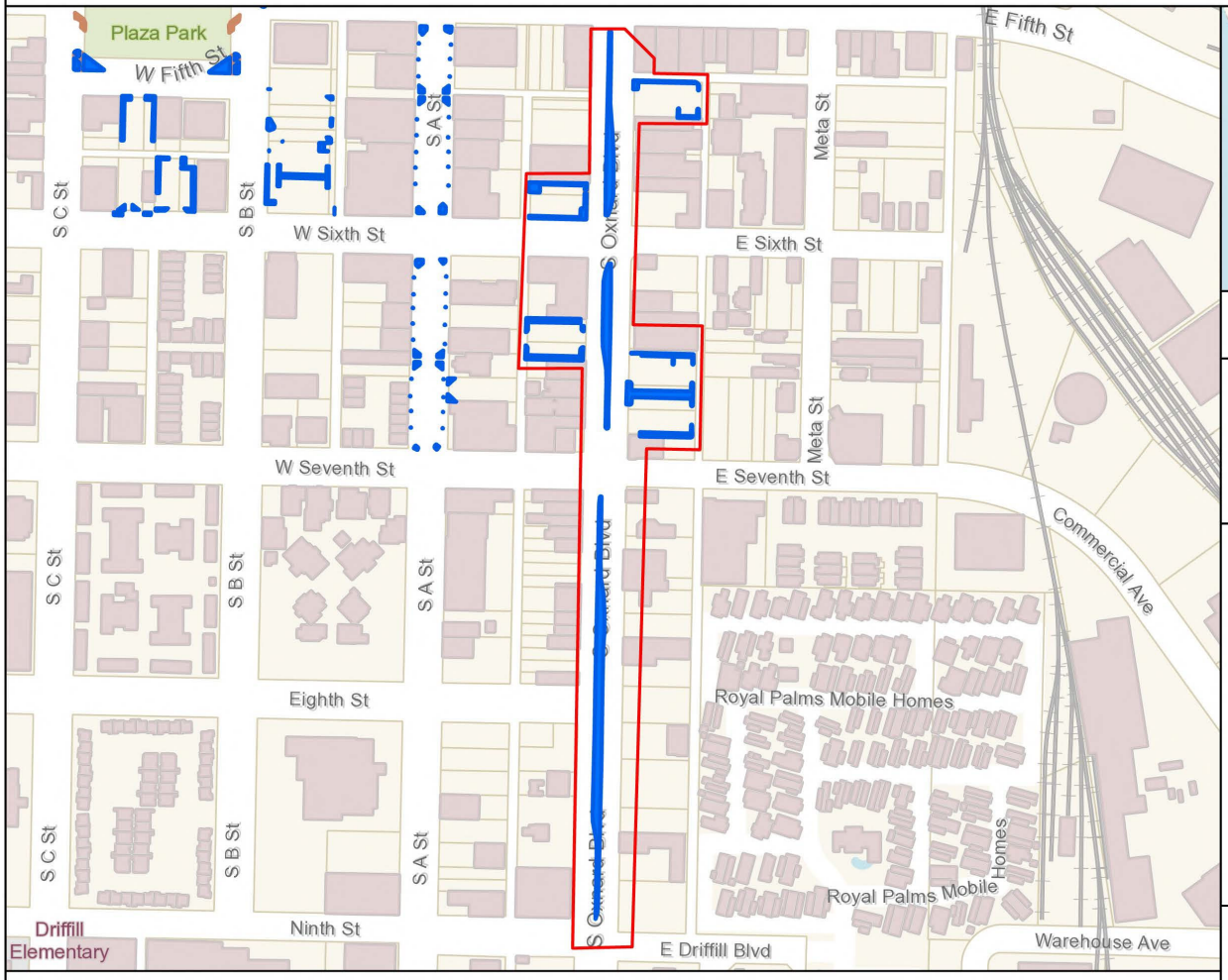
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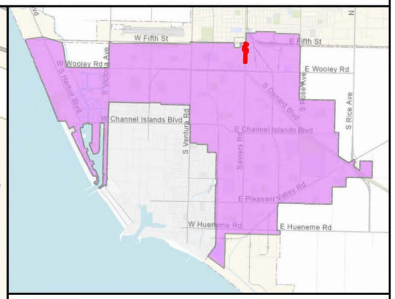
MEDIAN & PARKWAY LANDSCAPE AREAS:
~50,190 SQ FT
~1.15 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 14 OF 50, OXNARD BL 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

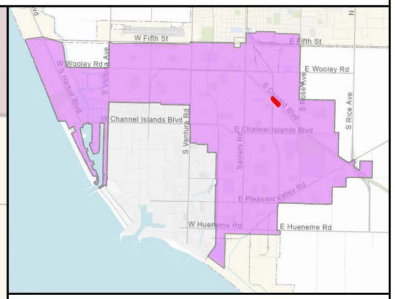
MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,637 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 15 OF 50, OXNARD BL 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

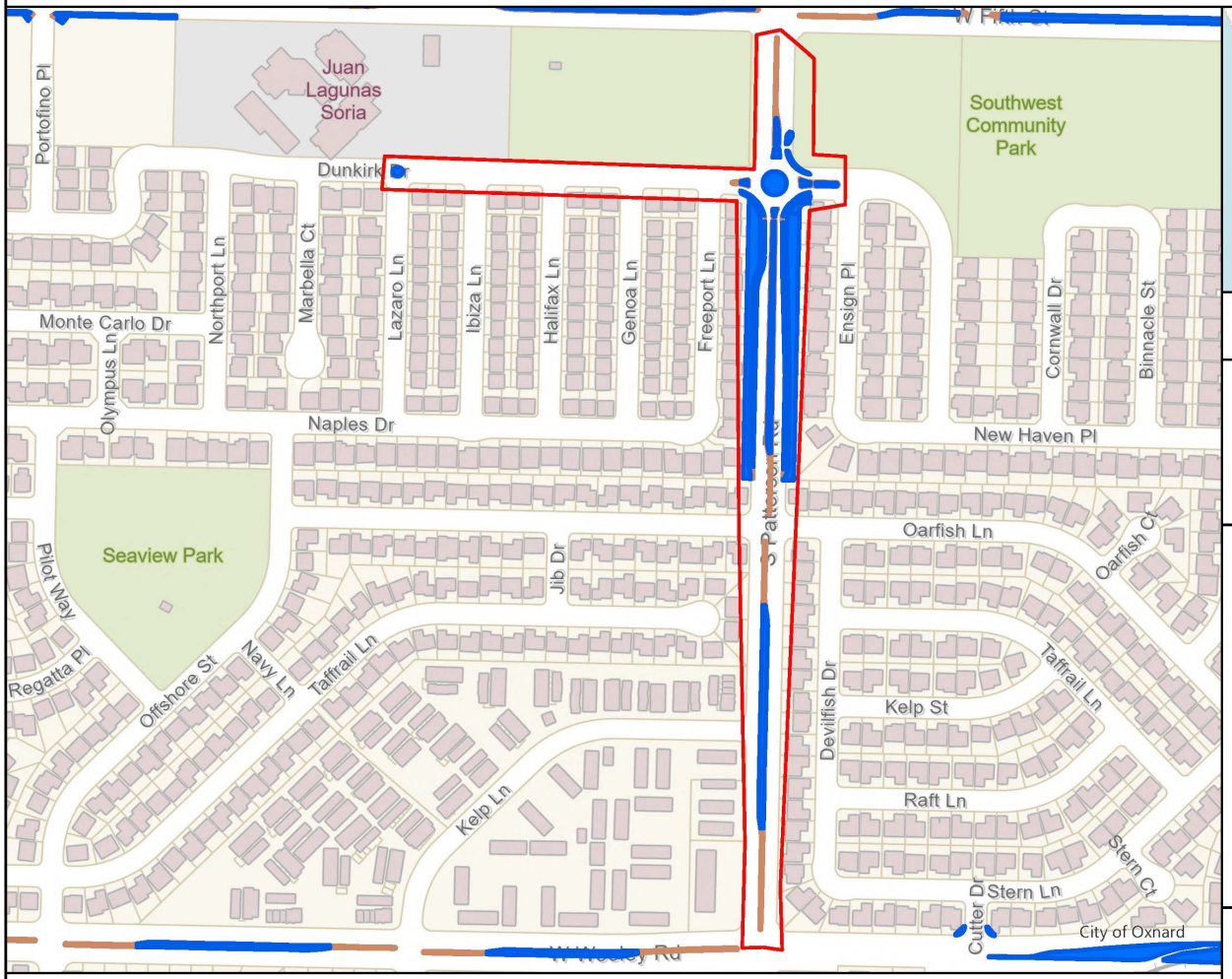
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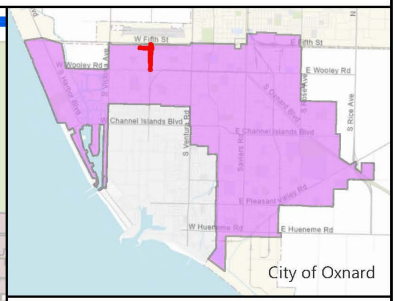
MEDIAN & PARKWAY LANDSCAPE AREAS:
~10,081 SQ FT
~0.23 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~1,784 SQ FT
~0.04 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 16 OF 50, PATTERSON 1/ DUNKIRK





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~68,551 SQ FT
~1.57 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,060 SQ FT
~0.44 ACRES

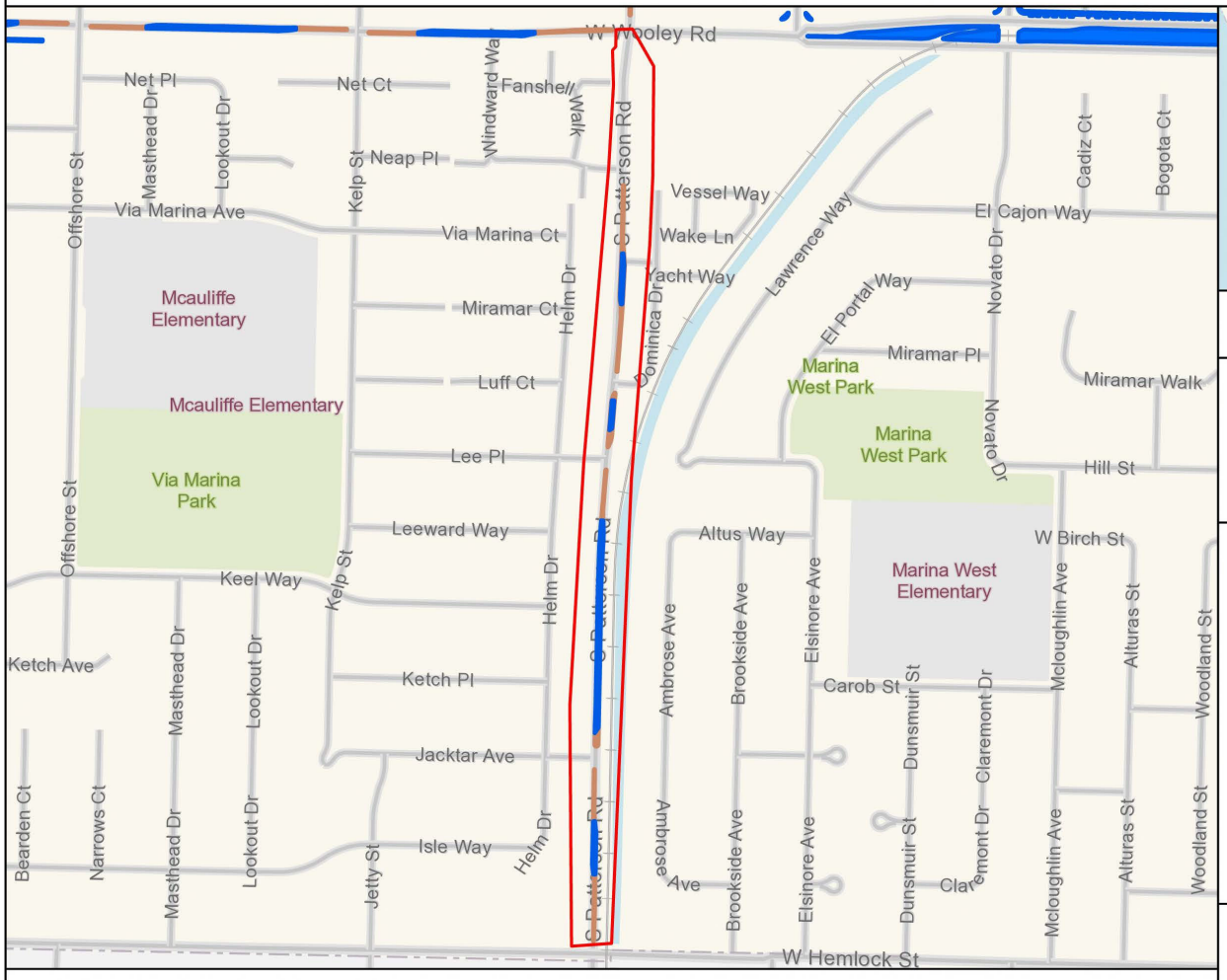
Work extent on this map
Contracted Landscape
Contracted Hardscape

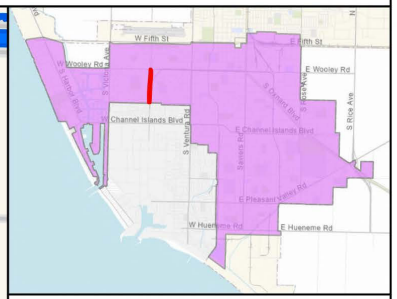
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 17 OF 50, PATTERSON 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~14,724 SQ FT
~0.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,787 SQ FT
~0.18 ACRES

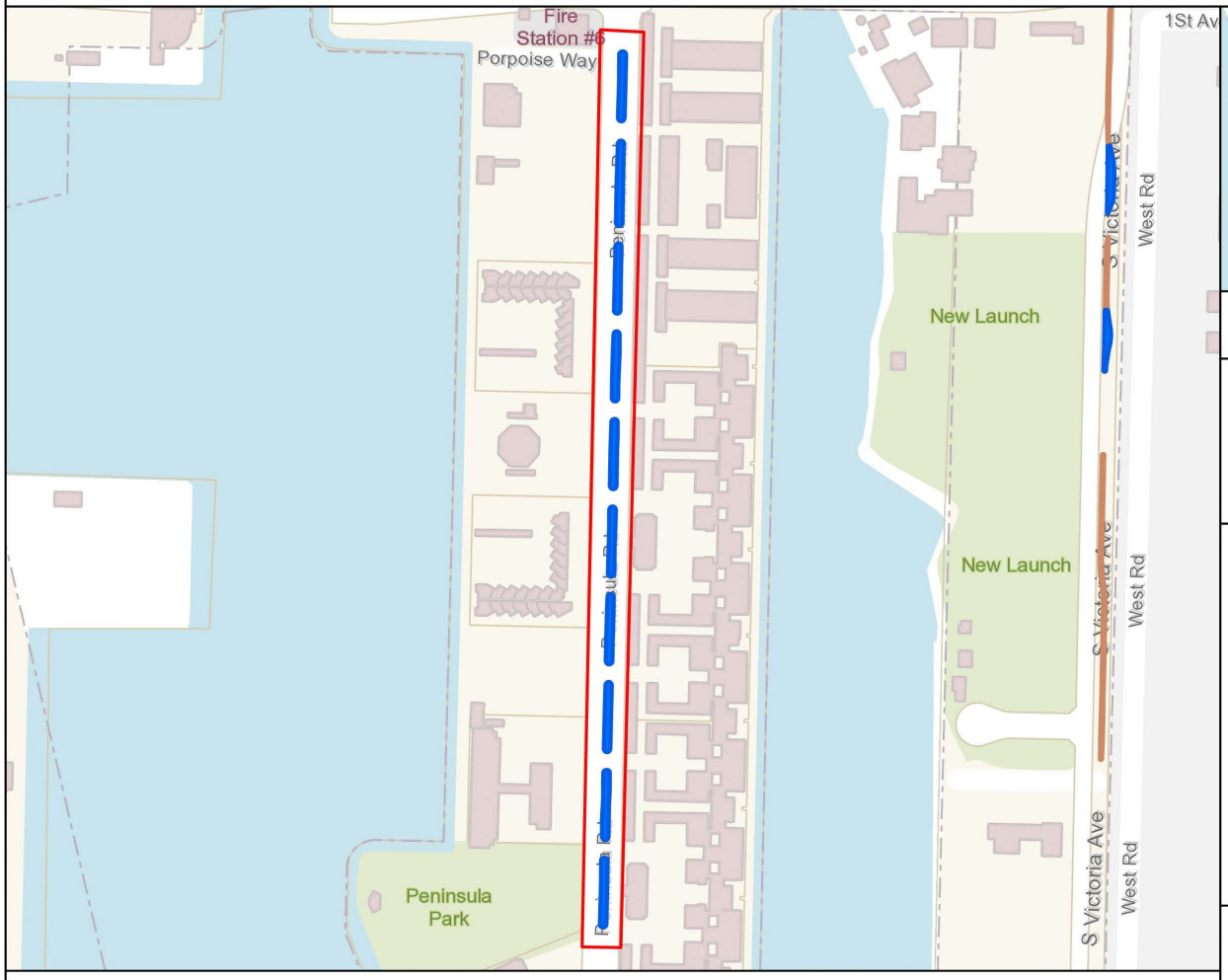
Work extent on this map
Contracted Landscape
Contracted Hardscape

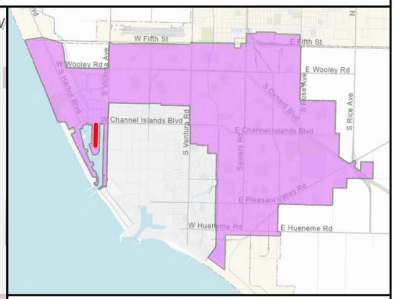
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 18 OF 50, PENINSULA





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,122 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

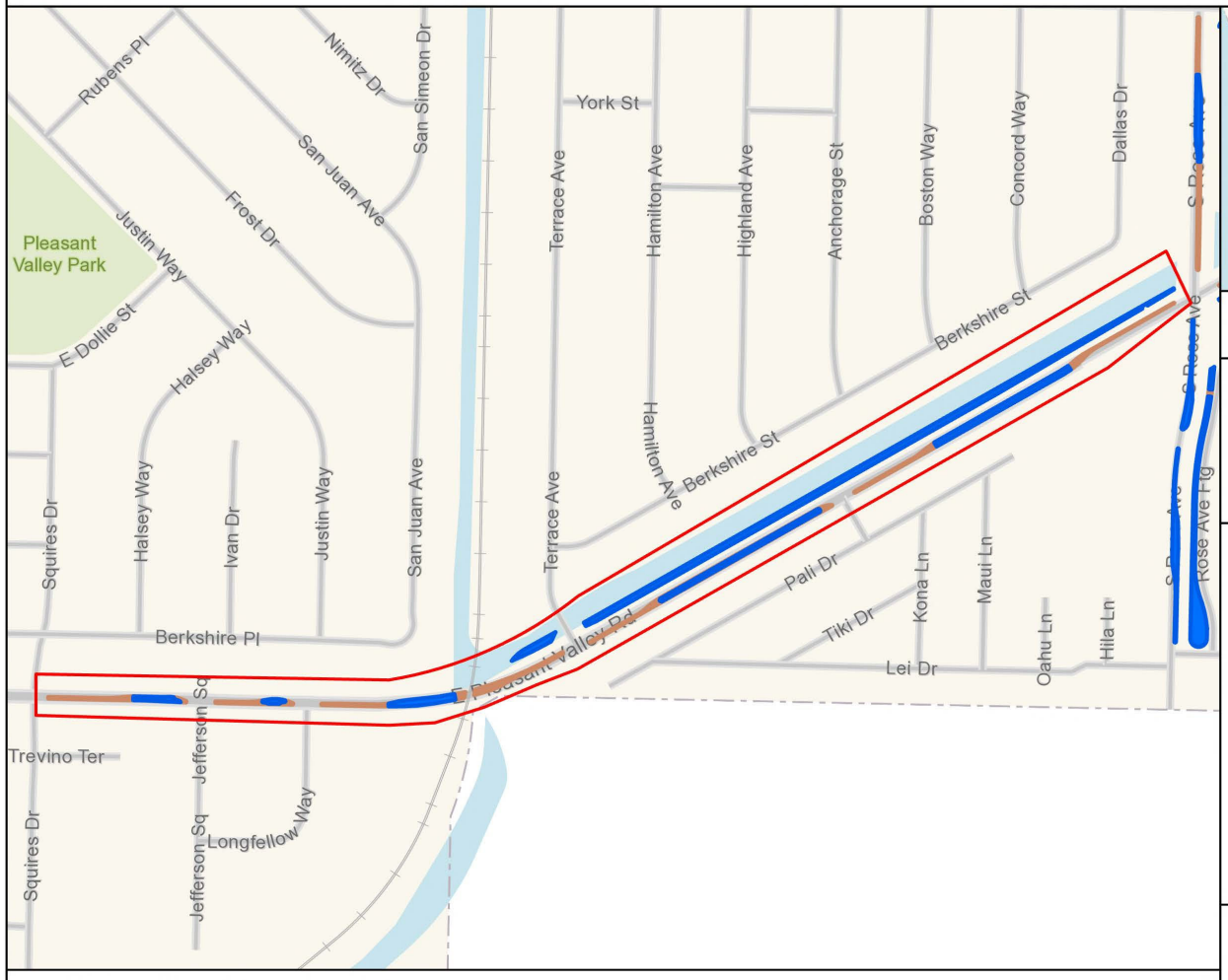
Work extent on this map
Contracted Landscape
Contracted Hardscape

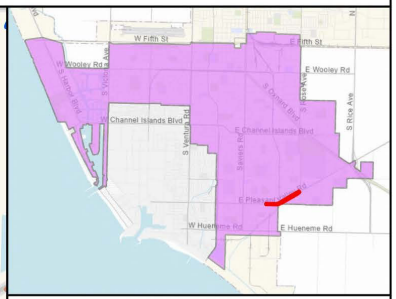
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 19 OF 50, PLEASANT VALLEY RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

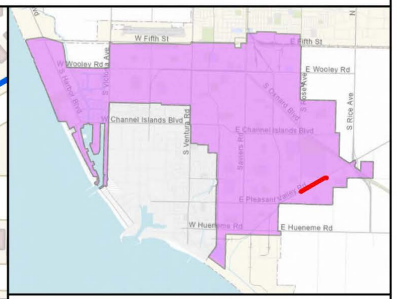
MEDIAN & PARKWAY LANDSCAPE AREAS:
~43,336 SQ FT
~0.99 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,898 SQ FT
~0.3 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 20 OF 50, PLEASANT VALLEY RD 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

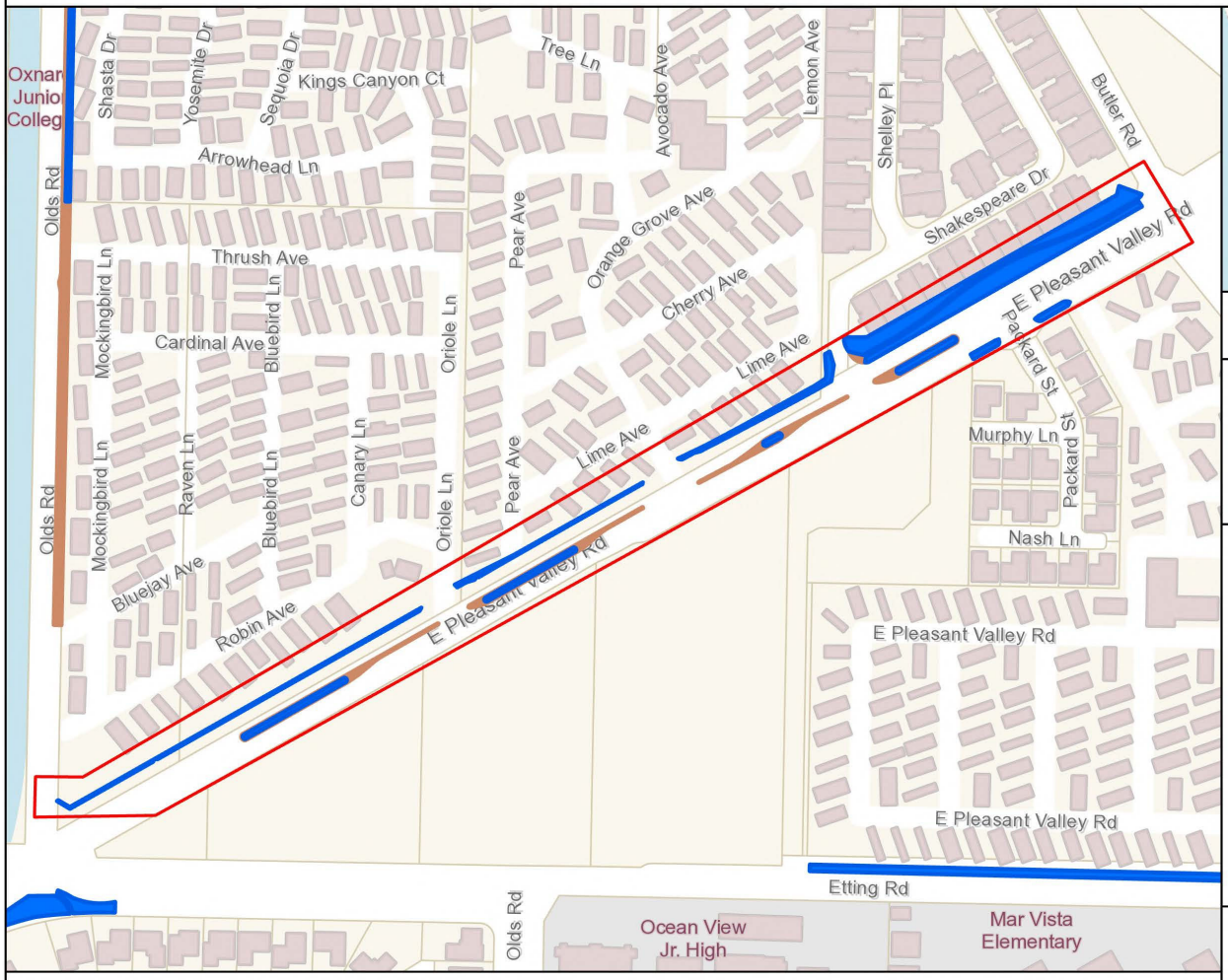
WORK TO BID ON THIS PAGE

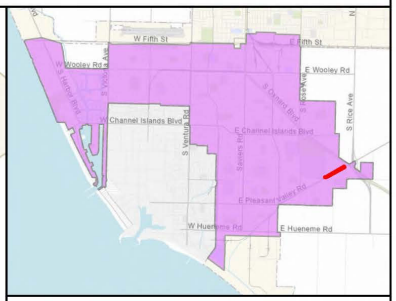
MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,698 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,120 SQ FT
~0.12 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 21 OF 50, PLEASANT VALLEY RD 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,604 SQ FT
~0.7 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,306 SQ FT
~0.19 ACRES

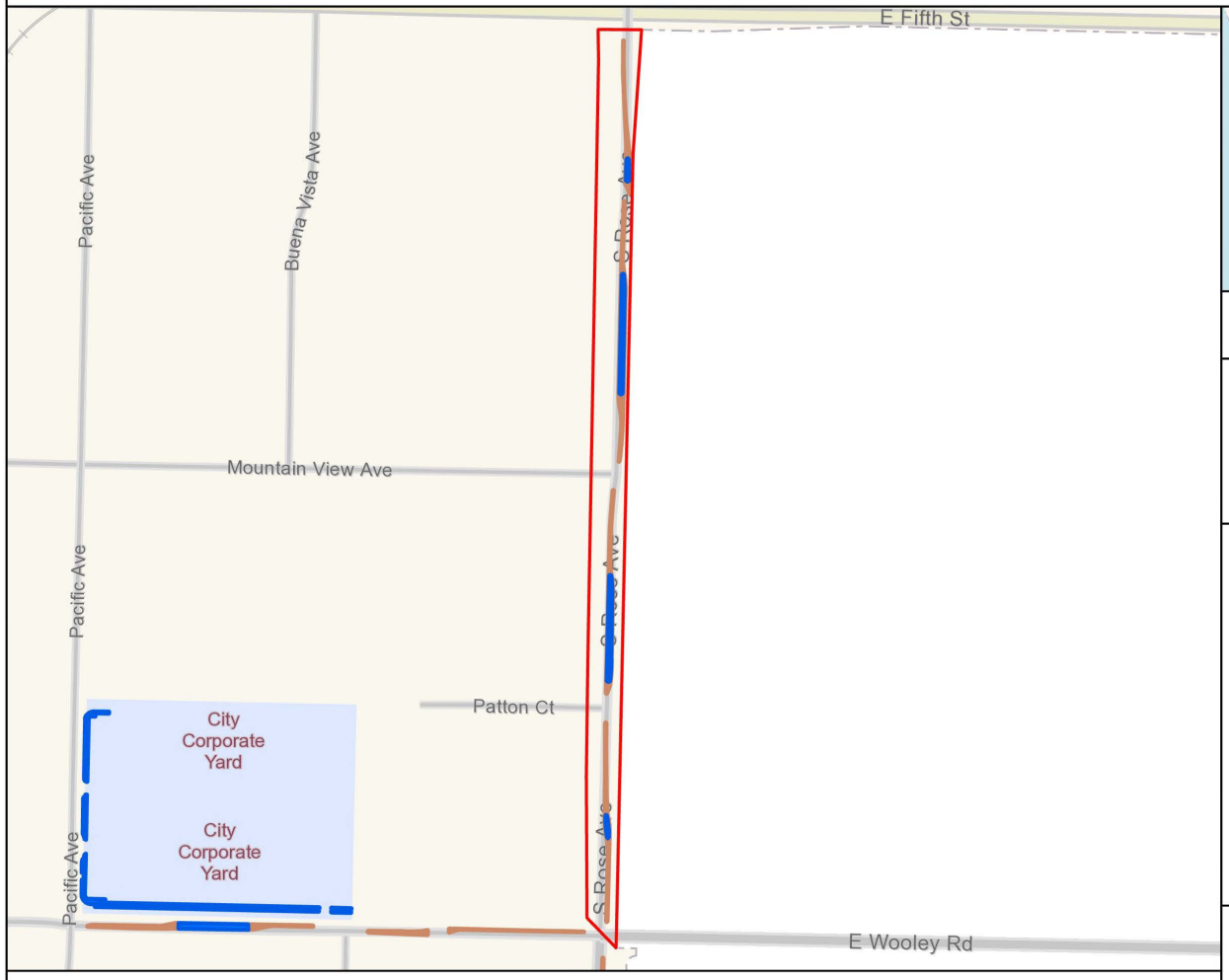
- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

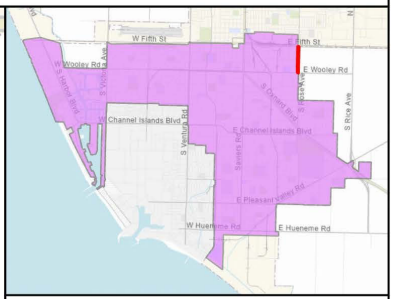
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 22 OF 50, ROSE AVE 1/ FIFTH ST 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

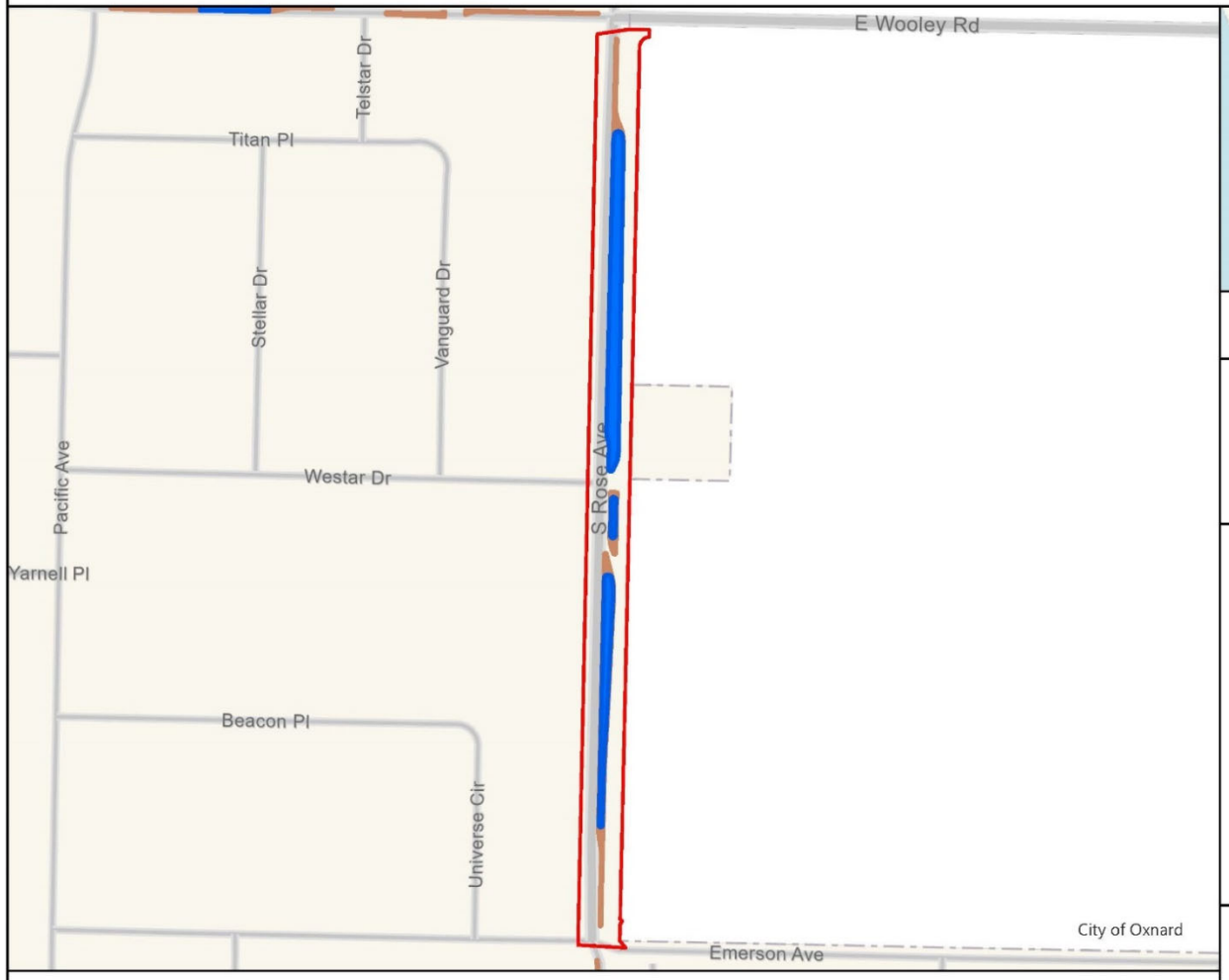
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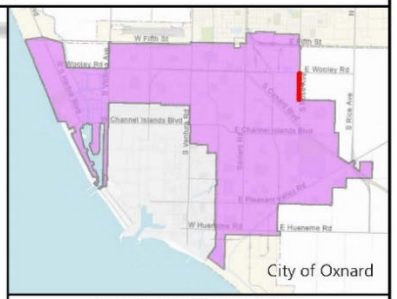
MEDIAN & PARKWAY LANDSCAPE AREAS:
~7,091 SQ FT
~0.16 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~10,421 SQ FT
~0.24 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 23 OF 50, ROSE AVE 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~44,913 SQ FT
~1.03 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,187 SQ FT
~0.19 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

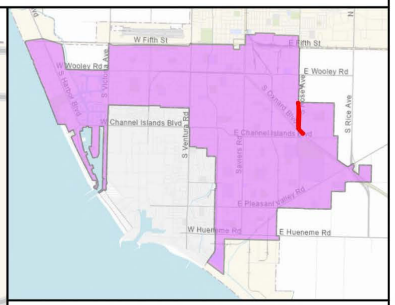
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 24 OF 50, ROSE AVE 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

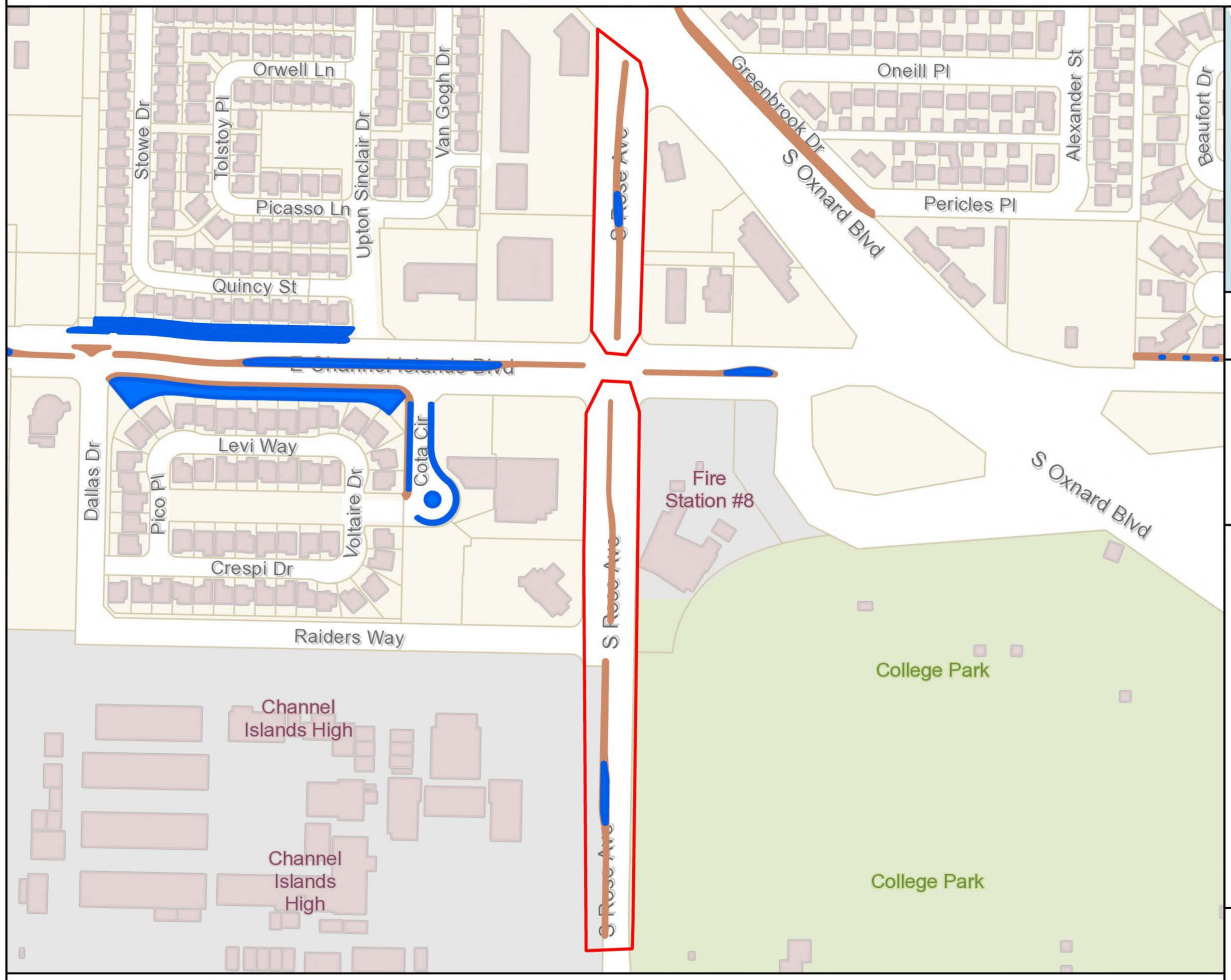
WORK TO BID ON THIS PAGE

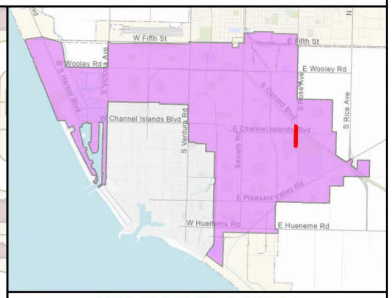
MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,641 SQ FT
~0.86 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~18,546 SQ FT
~0.43 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 25 OF 50, ROSE AVE 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~1,913 SQ FT
~0.04 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,950 SQ FT
~0.21 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

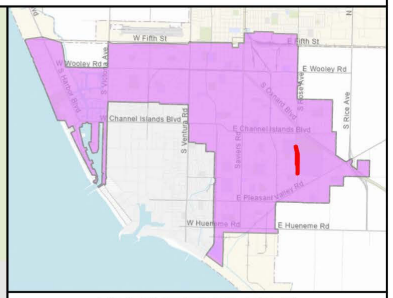
CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 26 OF 50, ROSE AVE 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

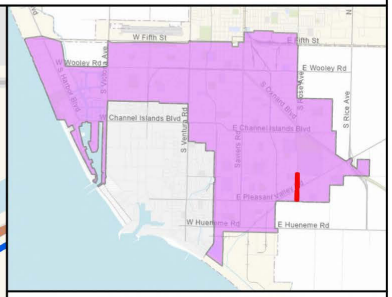
MEDIAN & PARKWAY LANDSCAPE AREAS:
~19,598 SQ FT
~0.45 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,671 SQ FT
~0.29 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 27 OF 50, ROSE AVE 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~24,579 SQ FT
~0.56 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,277 SQ FT
~0.14 ACRES

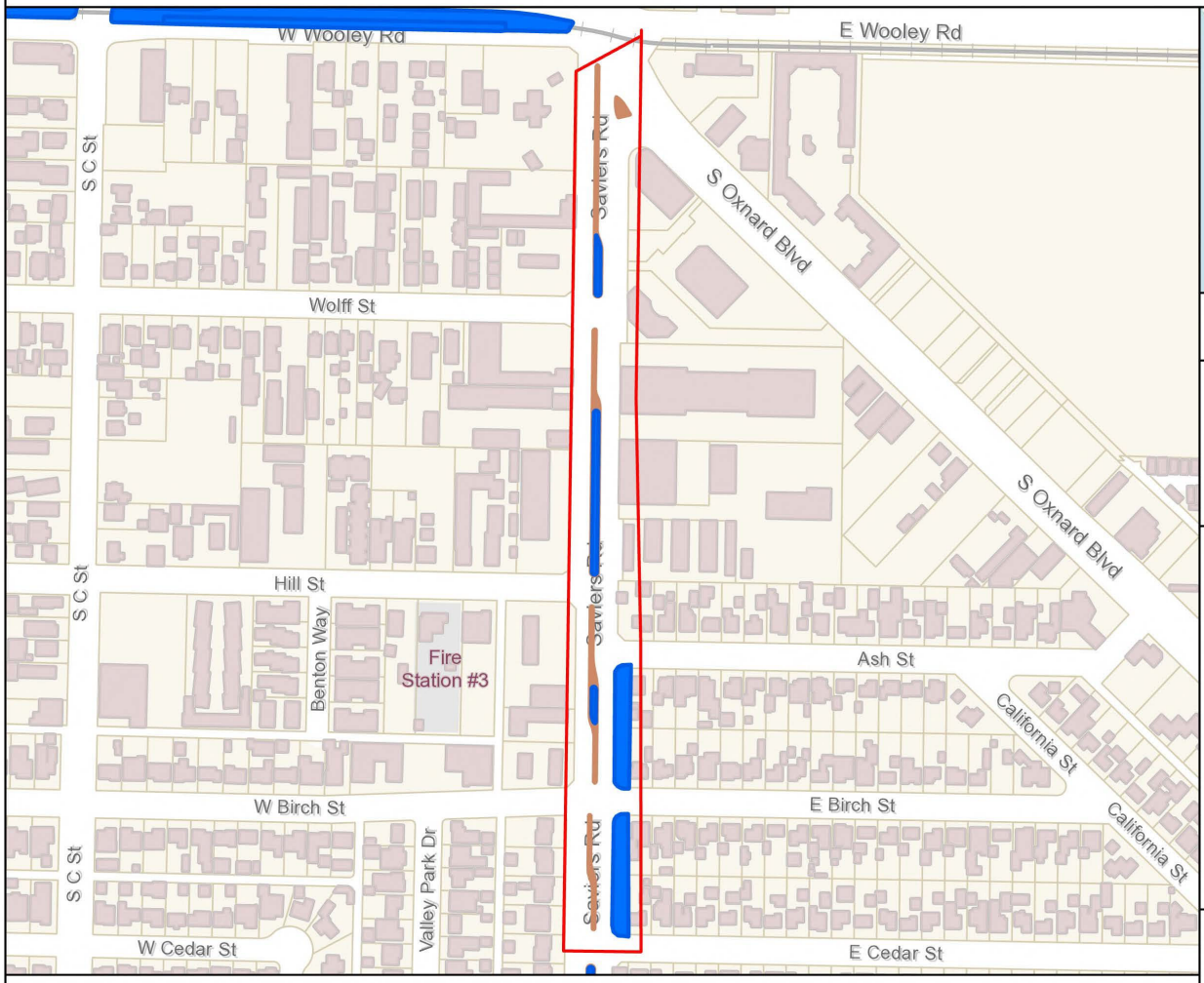
Work extent on this map
Contracted Landscape
Contracted Hardscape

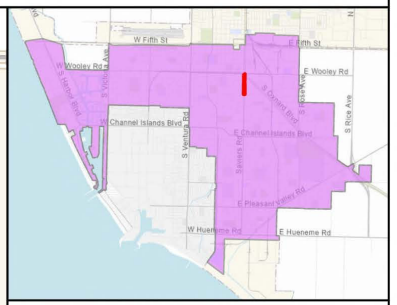
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 28 OF 50, SAVIERS RD 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~23,859 SQ FT
~0.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,211 SQ FT
~0.21 ACRES

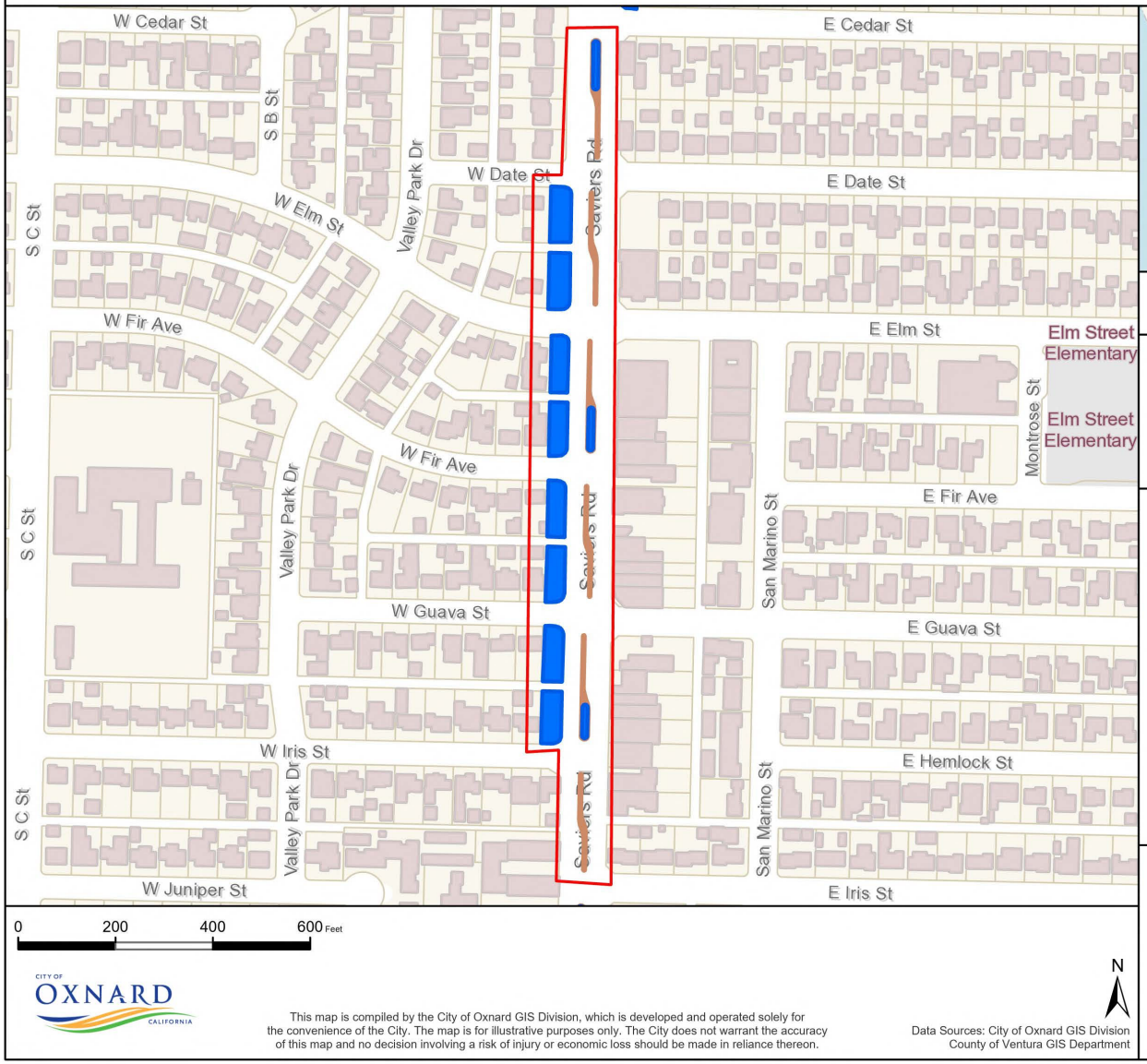
Work extent on this map
Contracted Landscape
Contracted Hardscape

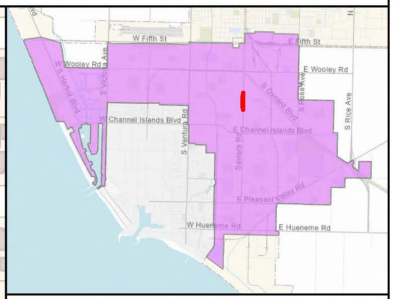
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 29 OF 50, SAVIERS RD 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

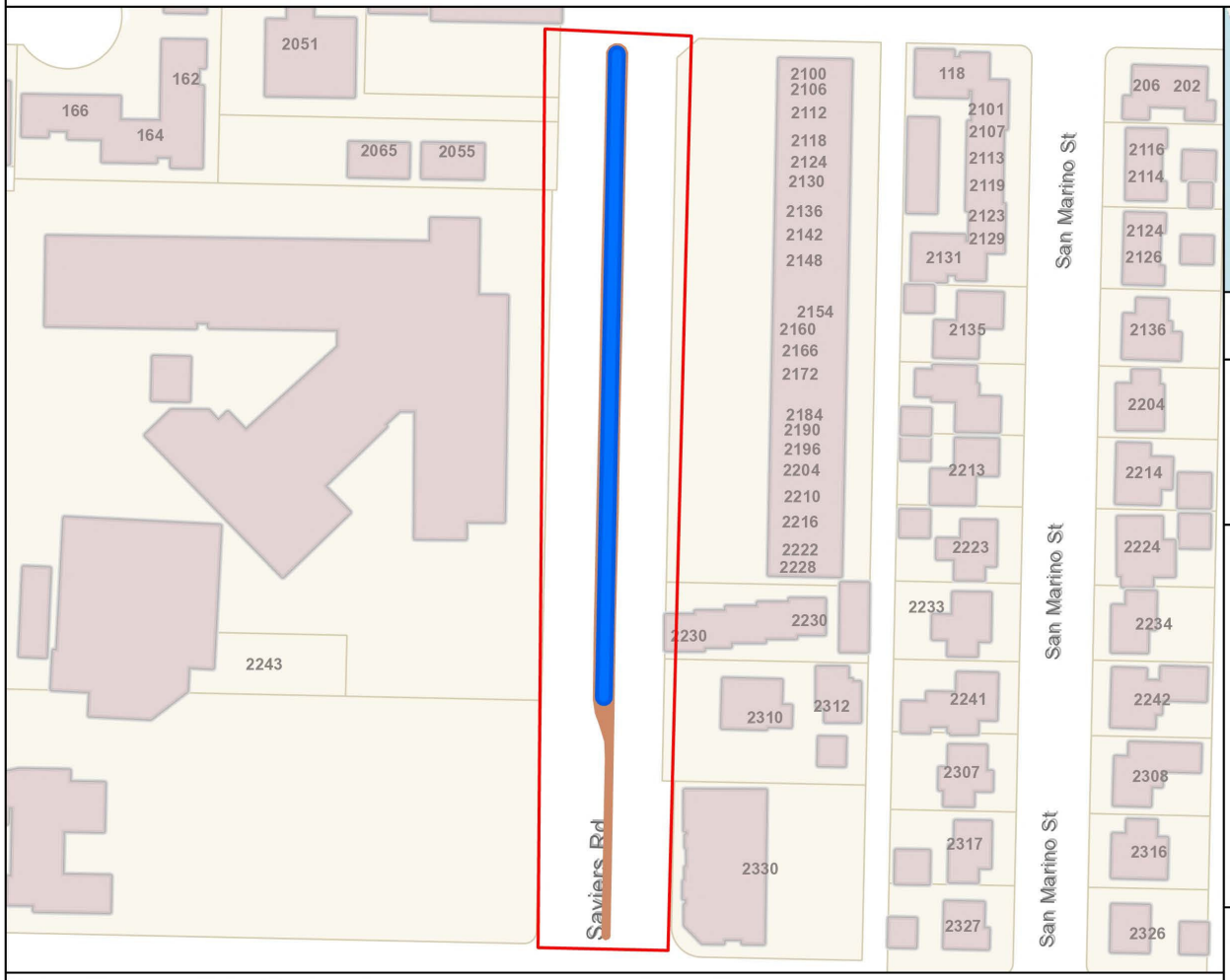
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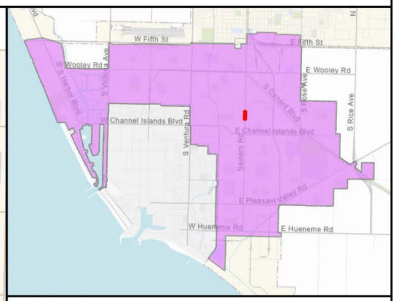
MEDIAN & PARKWAY LANDSCAPE AREAS:
~37,888 SQ FT
~0.87 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,436 SQ FT
~0.15 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 30 OF 50, SAVIERS RD 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

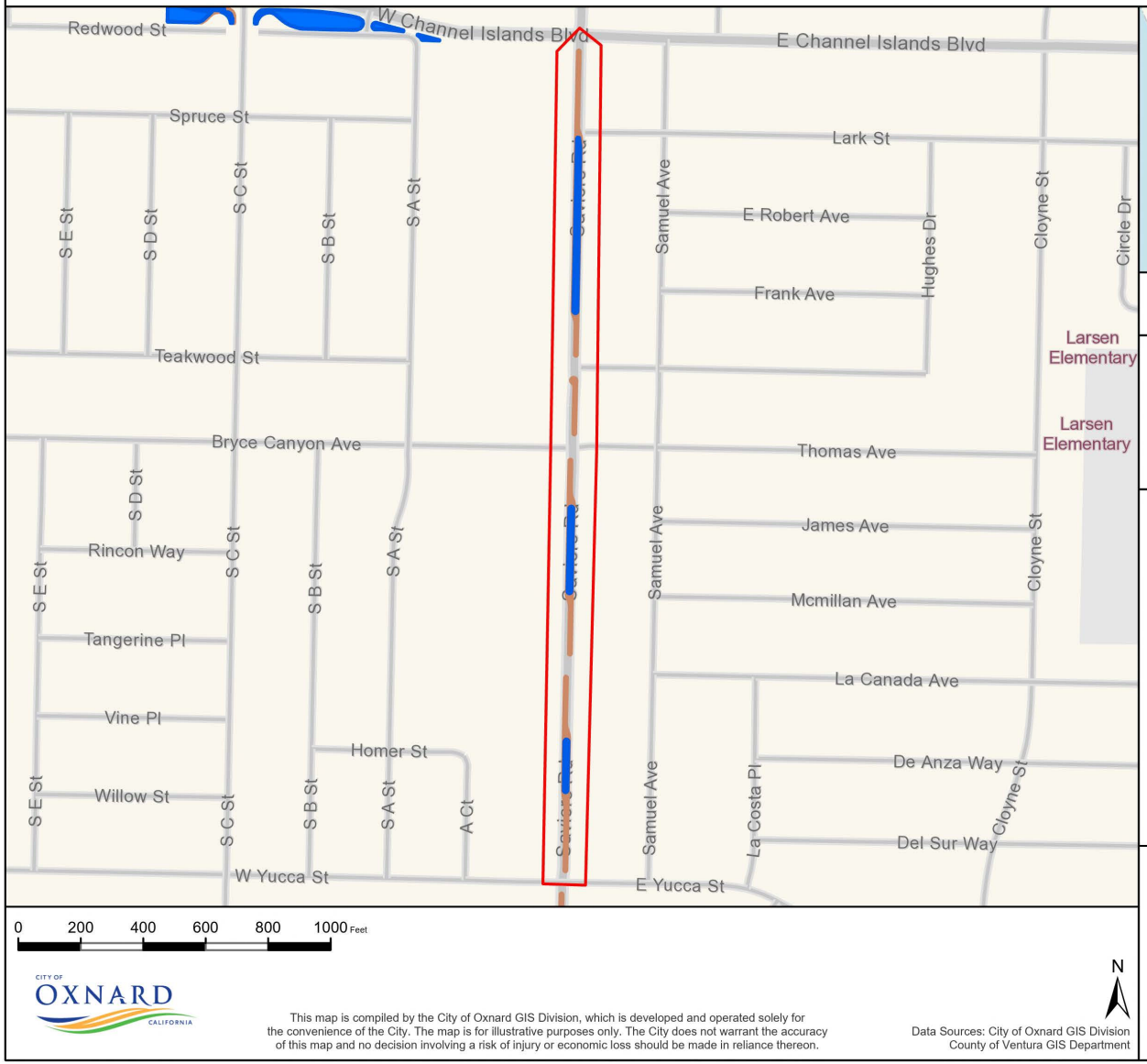
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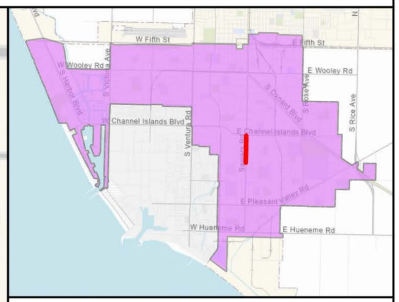
MEDIAN & PARKWAY LANDSCAPE AREAS:
~5,985 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~2,909 SQ FT
~0.07 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 31 OF 50, SAVIERS RD 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

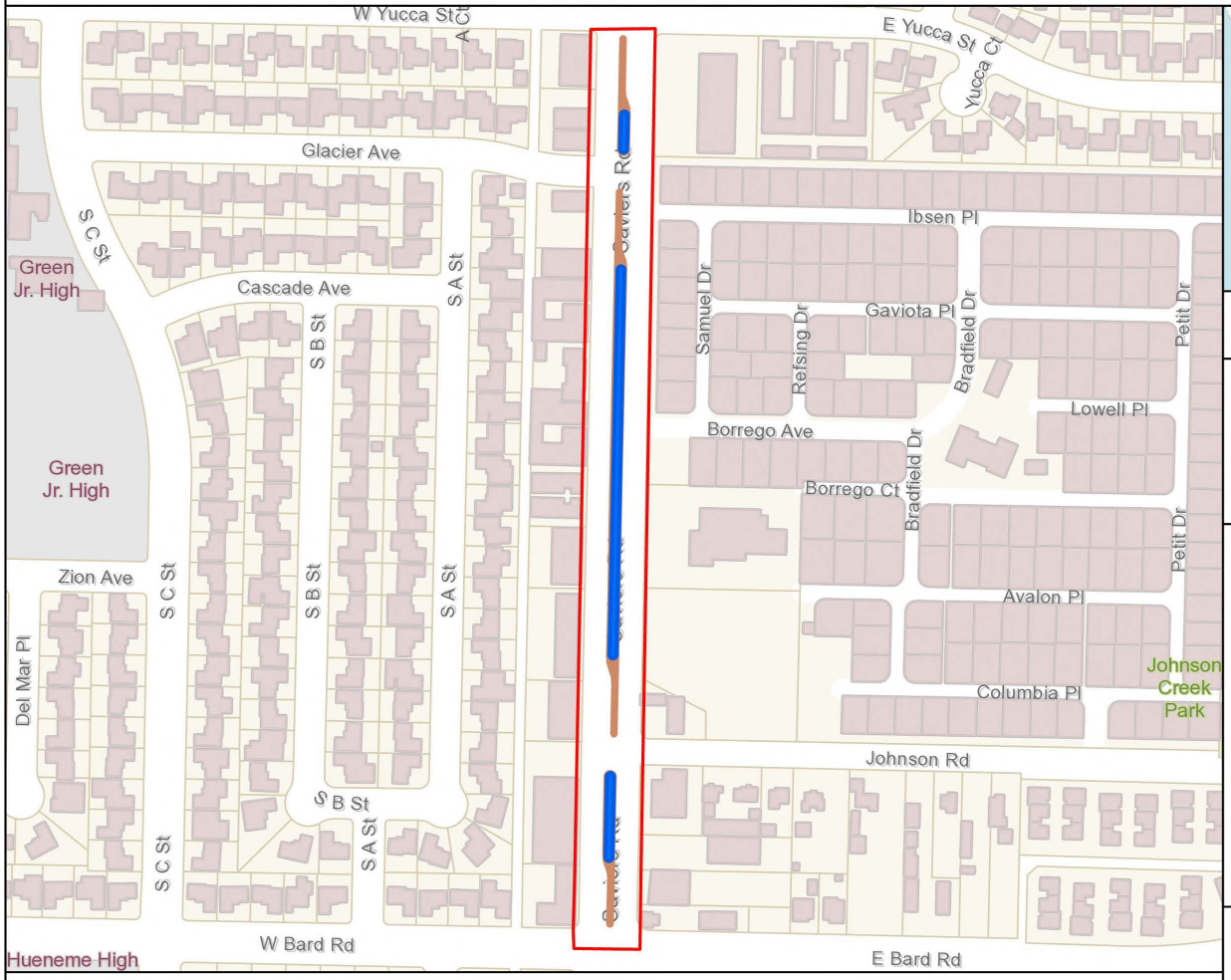
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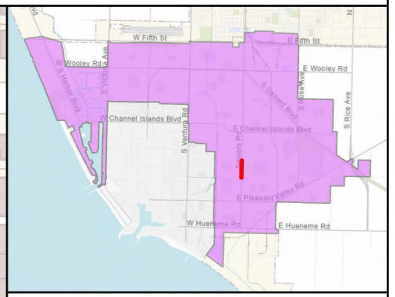
MEDIAN & PARKWAY LANDSCAPE AREAS:
~12,602 SQ FT
~0.29 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~15,405 SQ FT
~0.35 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 32 OF 50, SAVIERS RD 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,160 SQ FT
~0.3 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~8,635 SQ FT
~0.2 ACRES

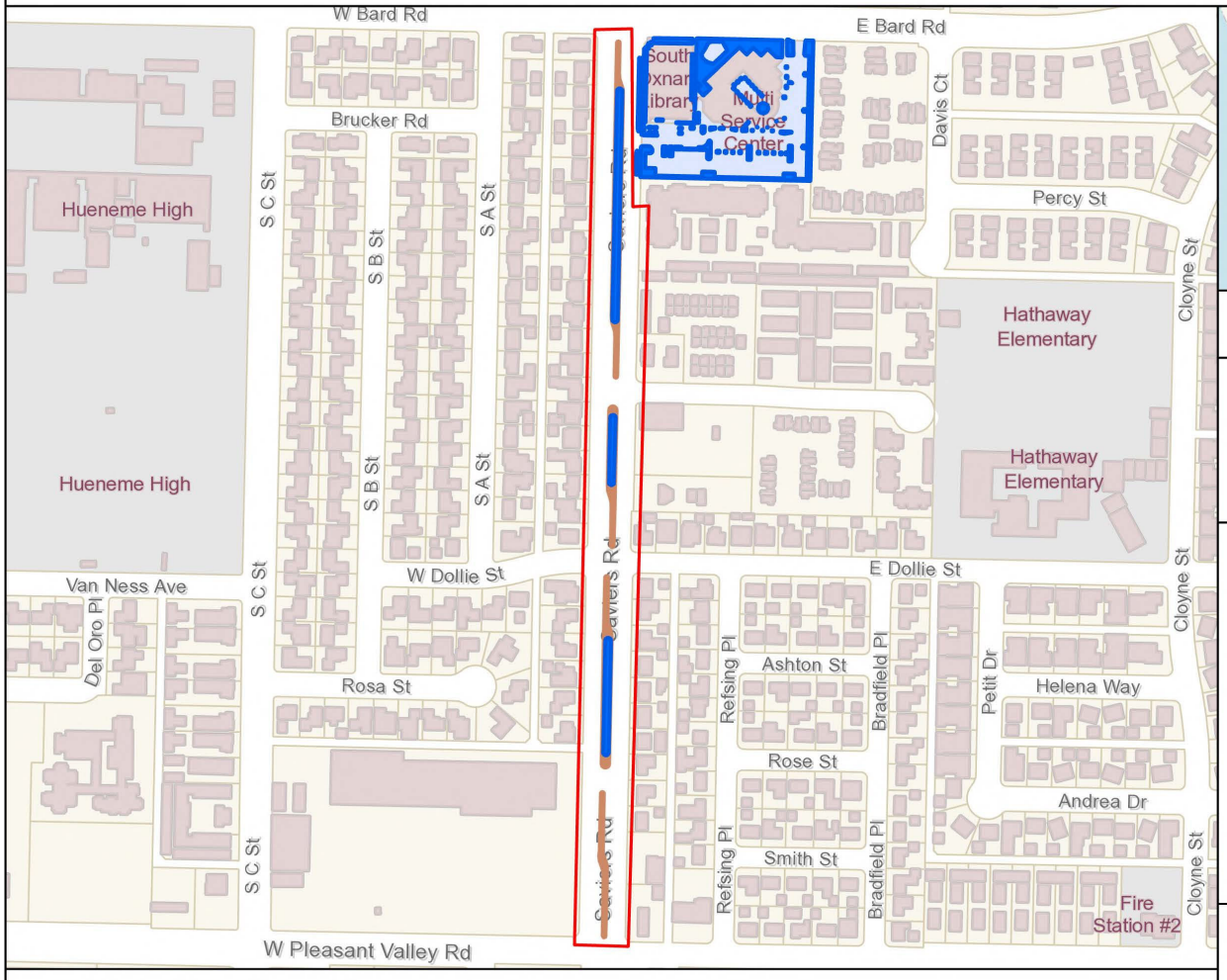
Work extent on this map
Contracted Landscape
Contracted Hardscape

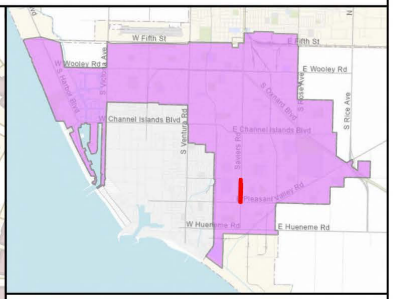
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 33 OF 50, SAVIERS RD 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

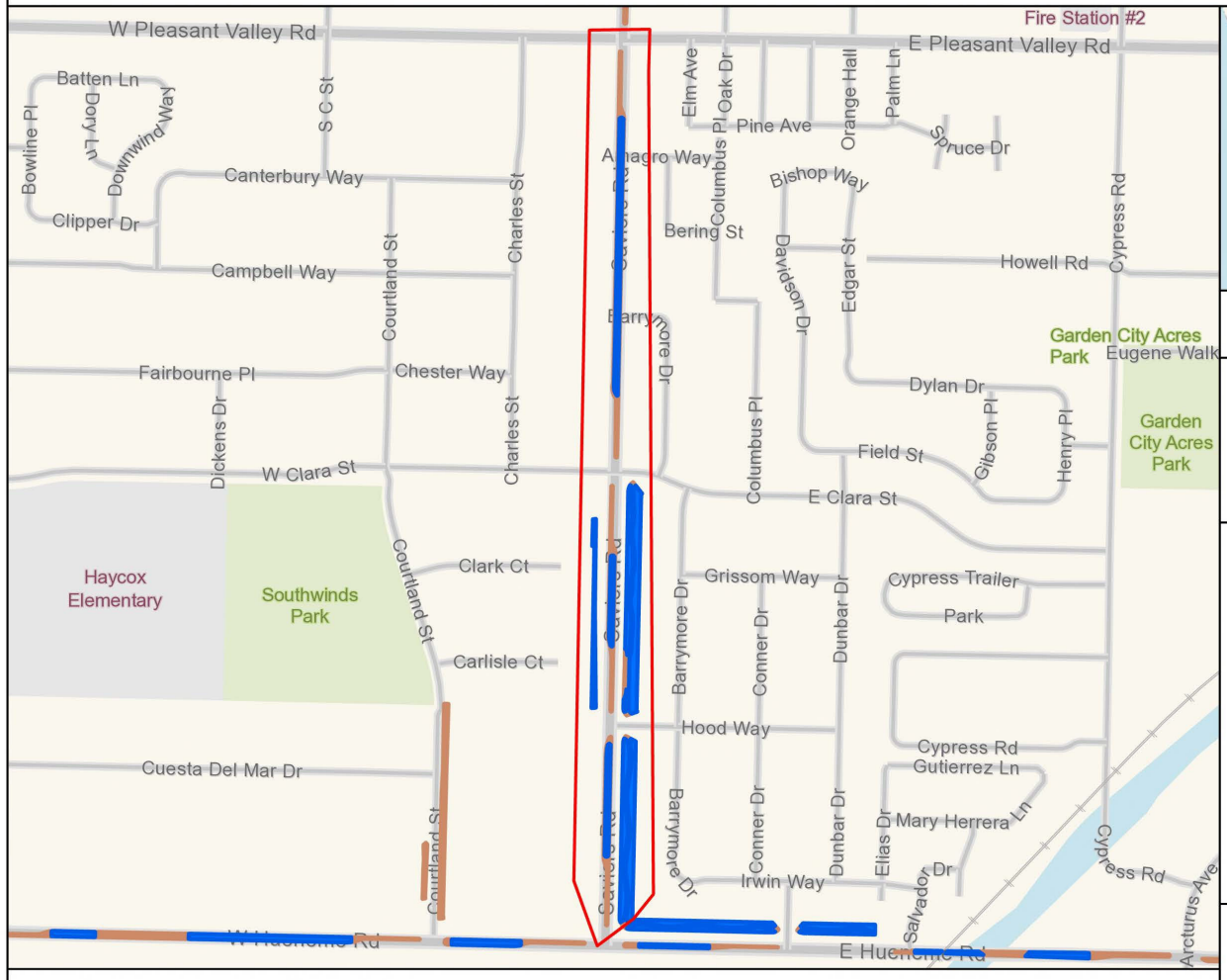
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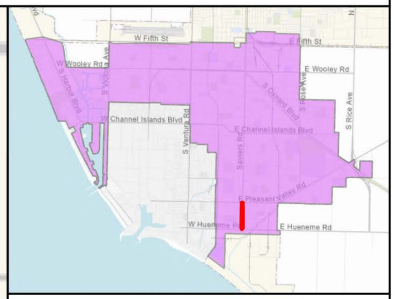
MEDIAN & PARKWAY LANDSCAPE AREAS:
~13,509 SQ FT
~0.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~14,763 SQ FT
~0.34 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 34 OF 50, SAVIERS RD 7





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

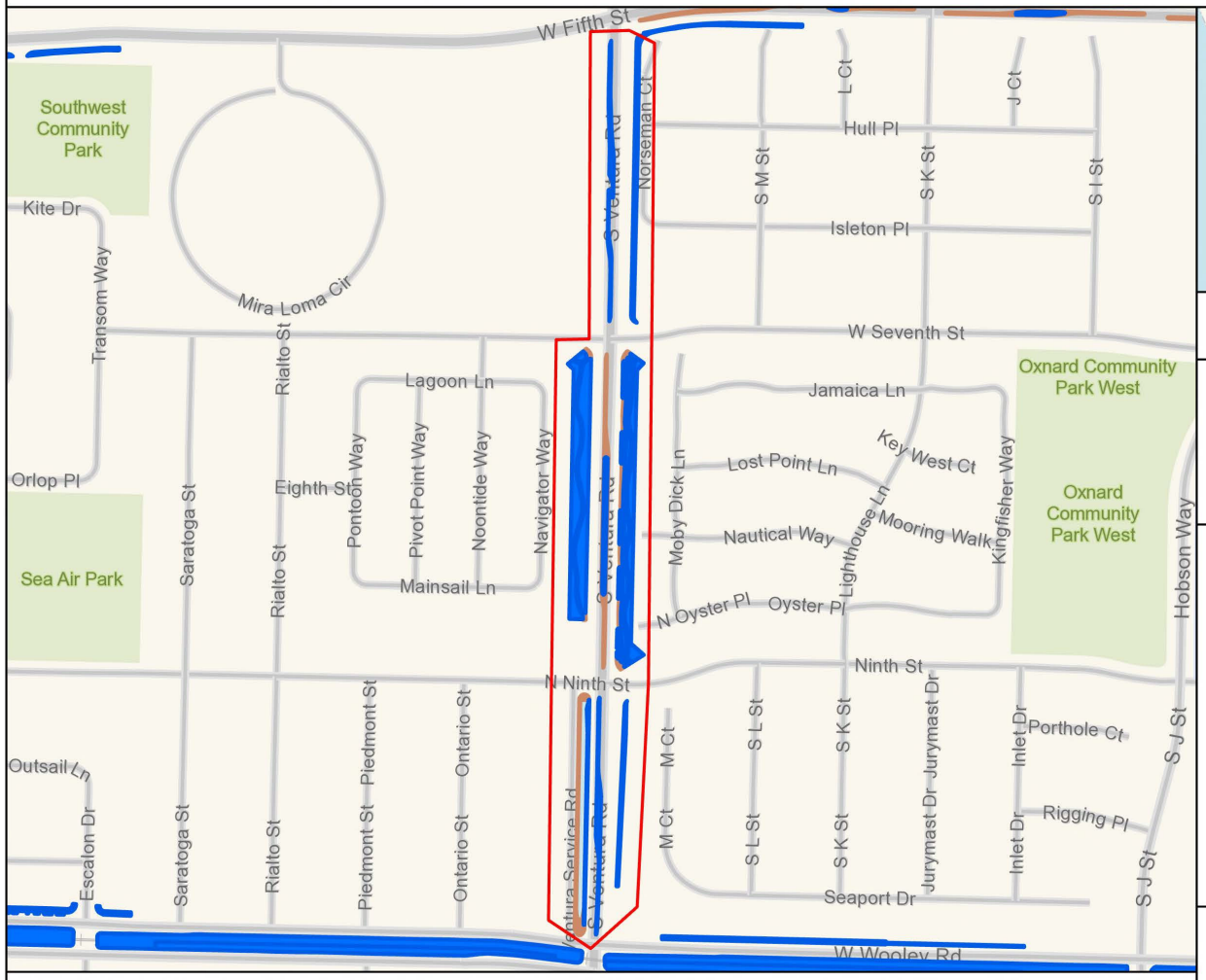
WORK TO BID ON THIS PAGE

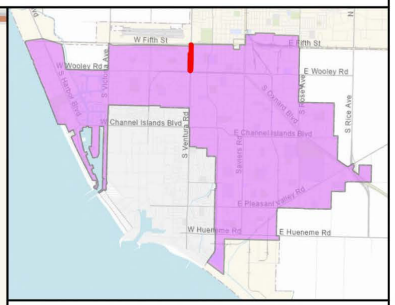
MEDIAN & PARKWAY LANDSCAPE AREAS:
~55,569 SQ FT
~1.28 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~20,290 SQ FT
~0.47 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 35 OF 50, VENTURA 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

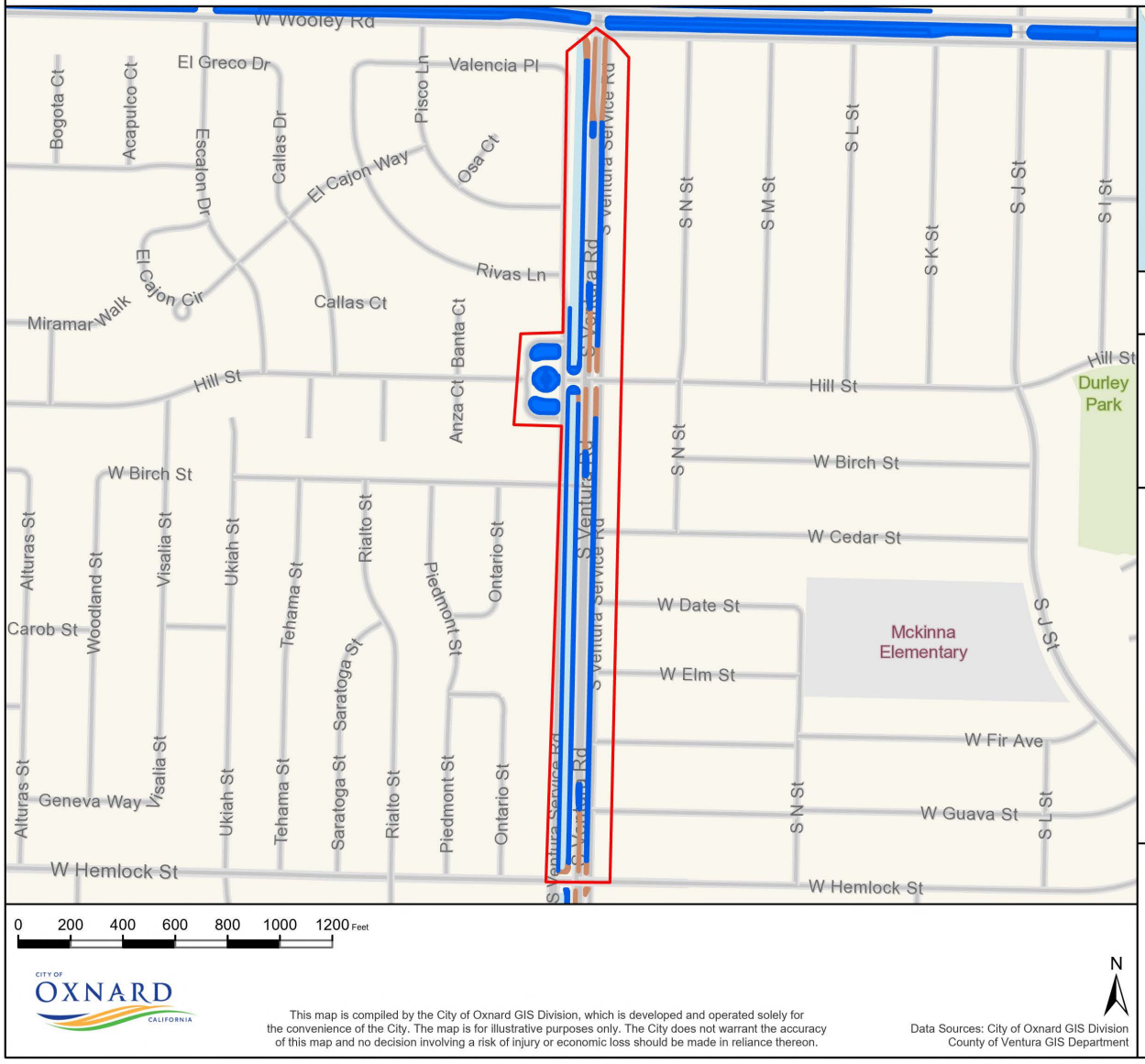
WORK TO BID ON THIS PAGE

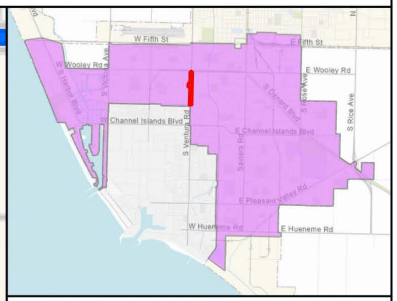
MEDIAN & PARKWAY LANDSCAPE AREAS:
~83,284 SQ FT
~1.91 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~26,411 SQ FT
~0.61 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 36 OF 50, VENTURA 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~57,214 SQ FT
~1.31 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~9,789 SQ FT
~0.22 ACRES

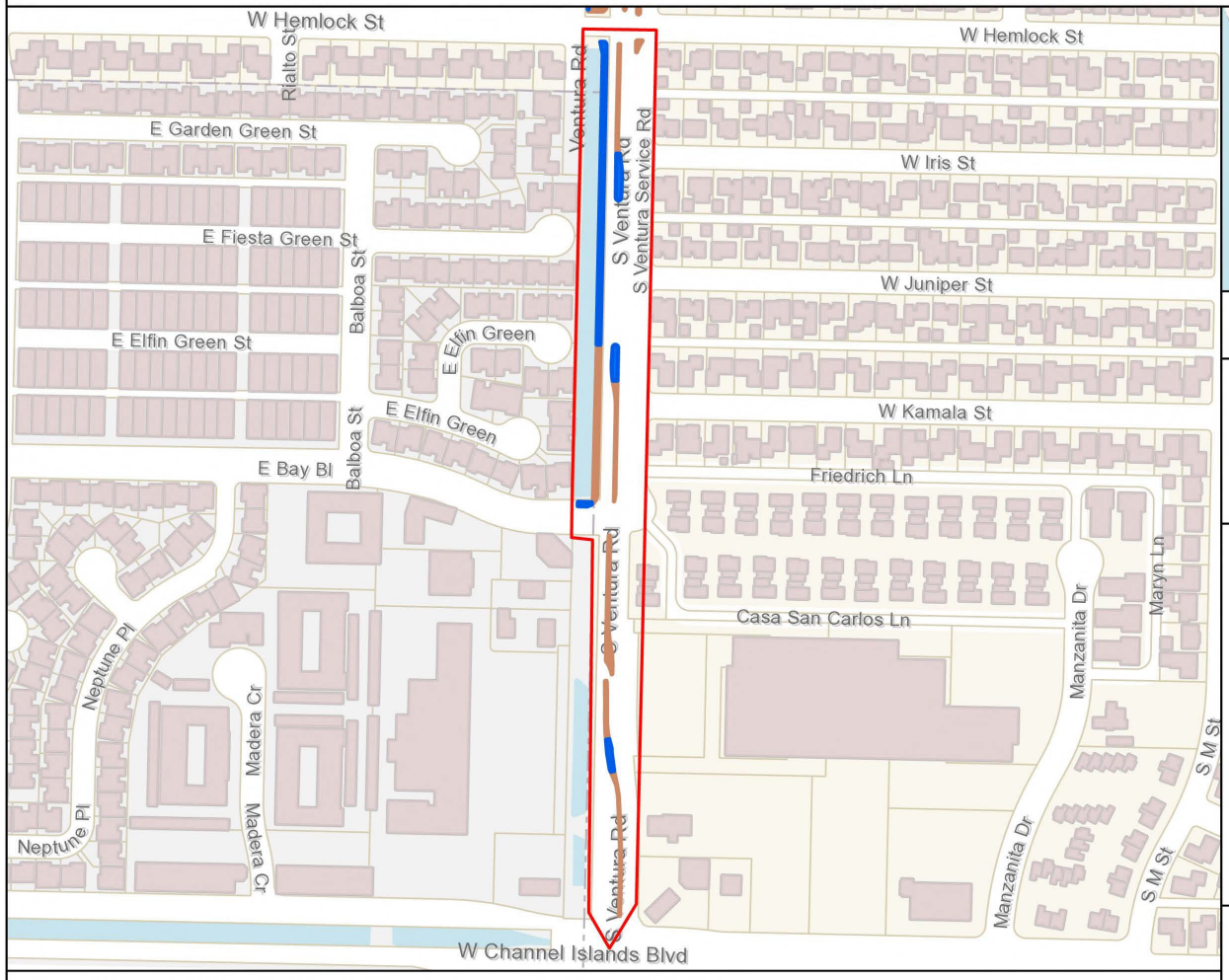
Work extent on this map
Contracted Landscape
Contracted Hardscape

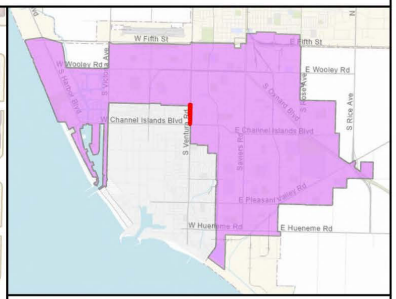
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 37 OF 50, VENTURA 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

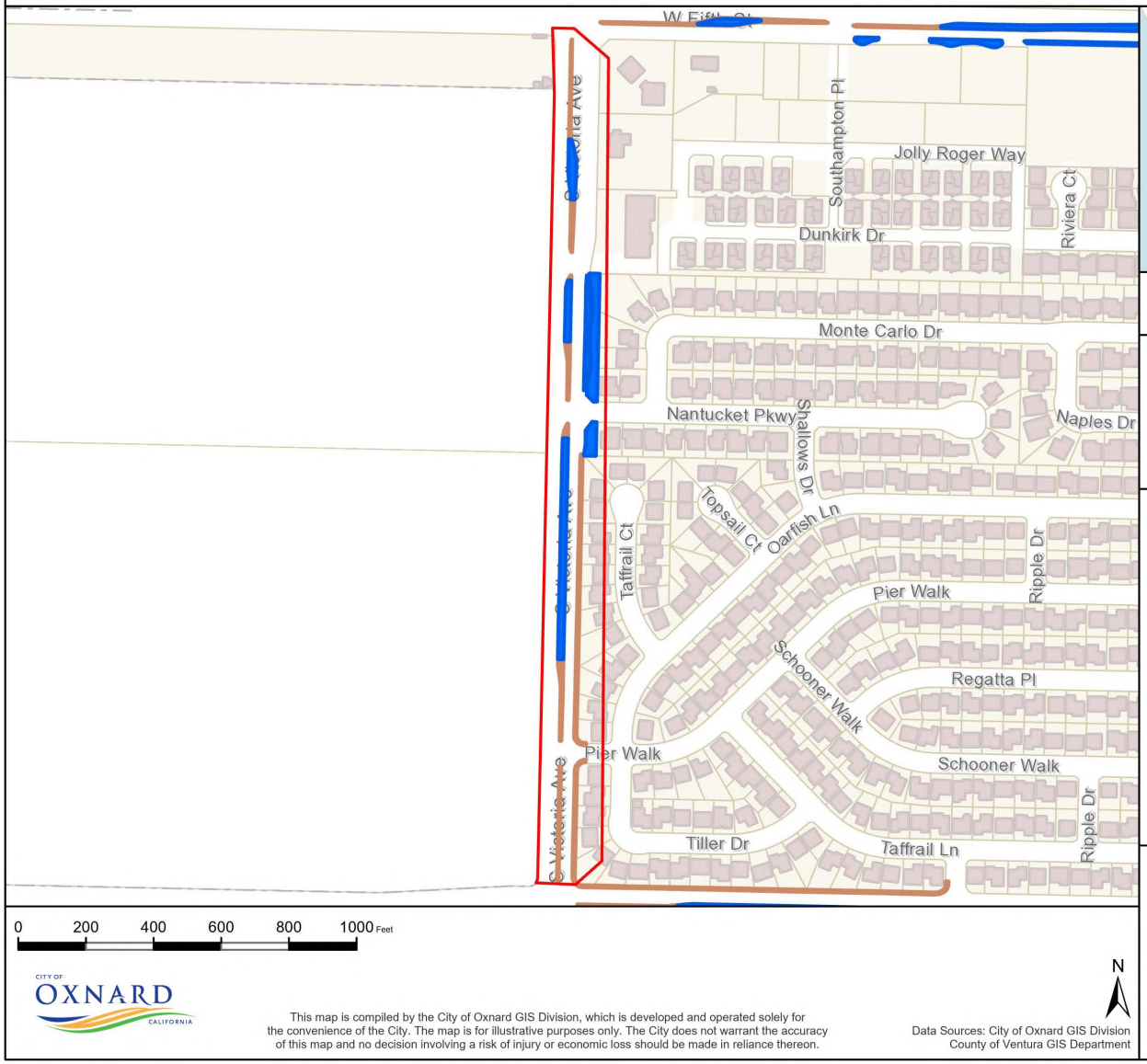
WORK TO BID ON THIS PAGE

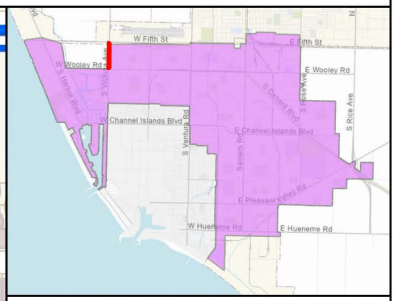
MEDIAN & PARKWAY LANDSCAPE AREAS:
~8,433 SQ FT
~0.19 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,779 SQ FT
~0.18 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 38 OF 50, VICTORIA 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

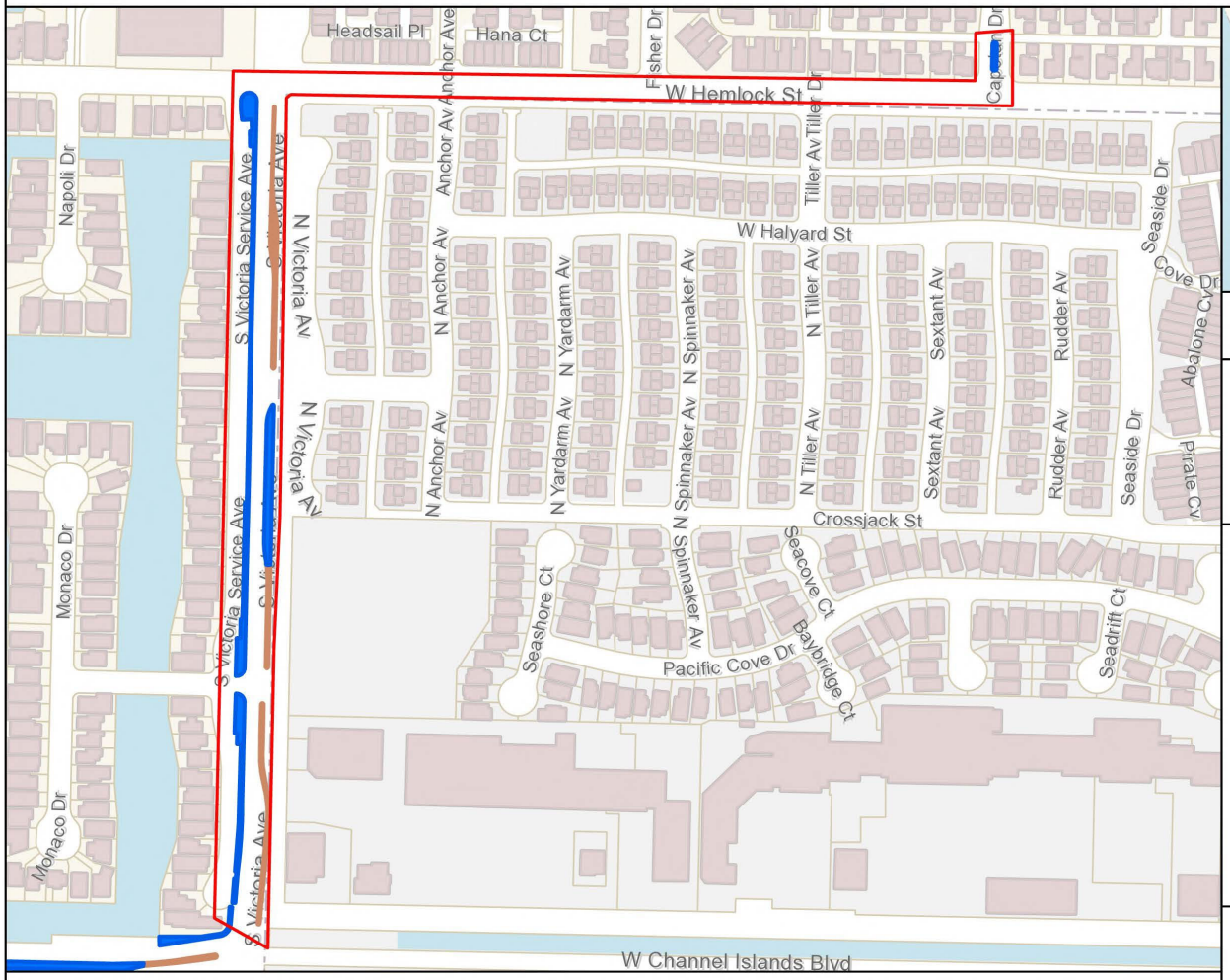
WORK TO BID ON THIS PAGE

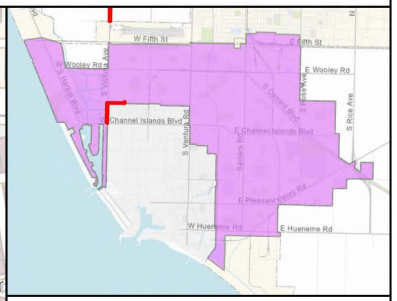
MEDIAN & PARKWAY LANDSCAPE AREAS:
~32,560 SQ FT
~0.75 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~19,566 SQ FT
~0.45 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 39 OF 50, VICTORIA 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~20,480 SQ FT
~0.47 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~7,673 SQ FT
~0.18 ACRES

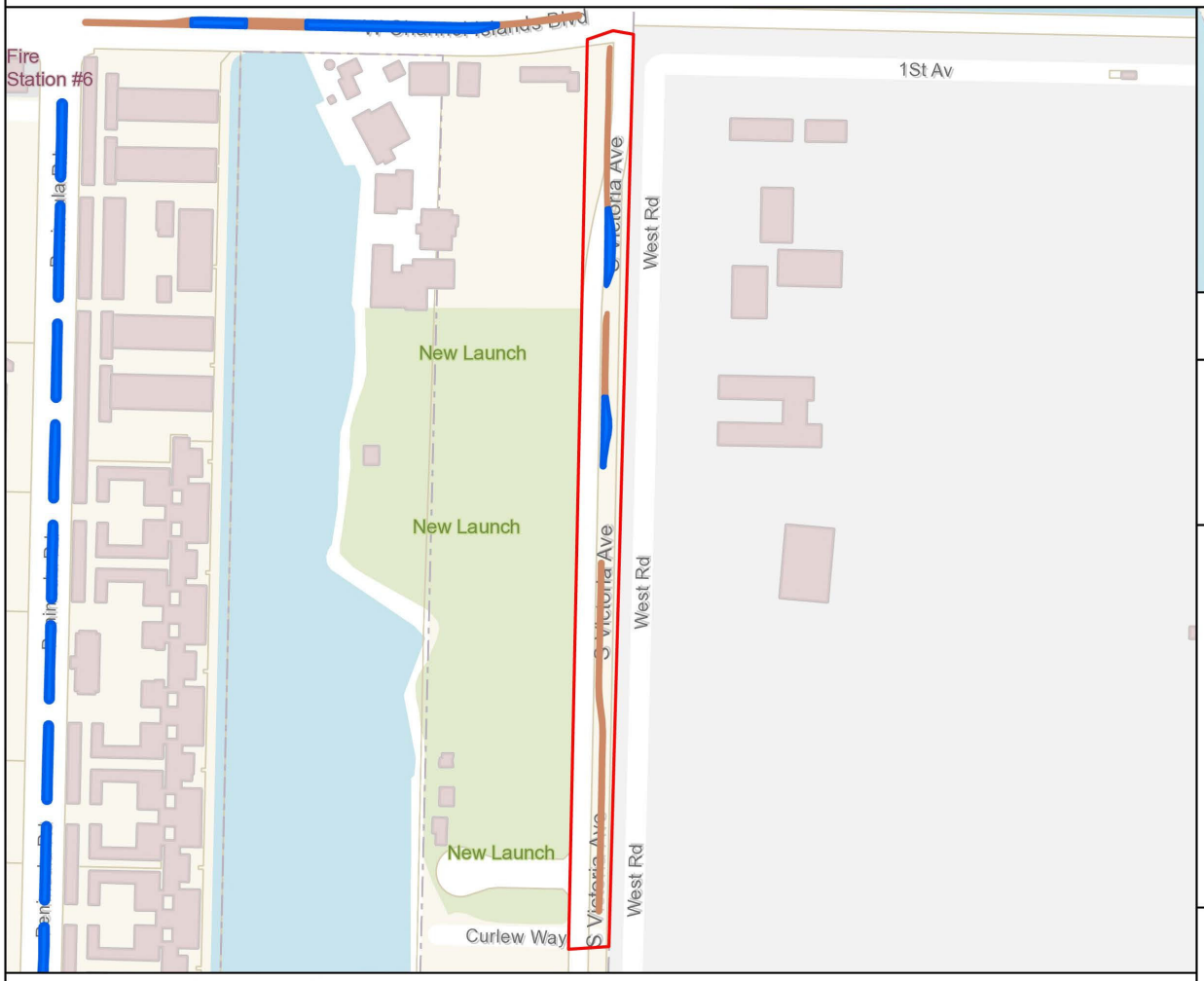
Work extent on this map
Contracted Landscape
Contracted Hardscape

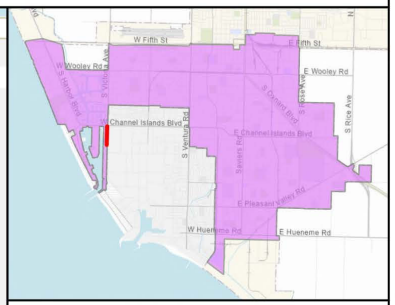
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 40 OF 50, VICTORIA 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,620 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~6,496 SQ FT
~0.15 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

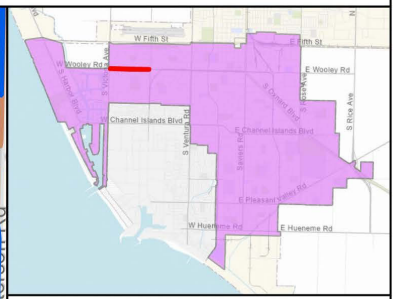
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 41 OF 50, WOOLEY 2





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~30,860 SQ FT
~0.71 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~17,365 SQ FT
~0.4 ACRES

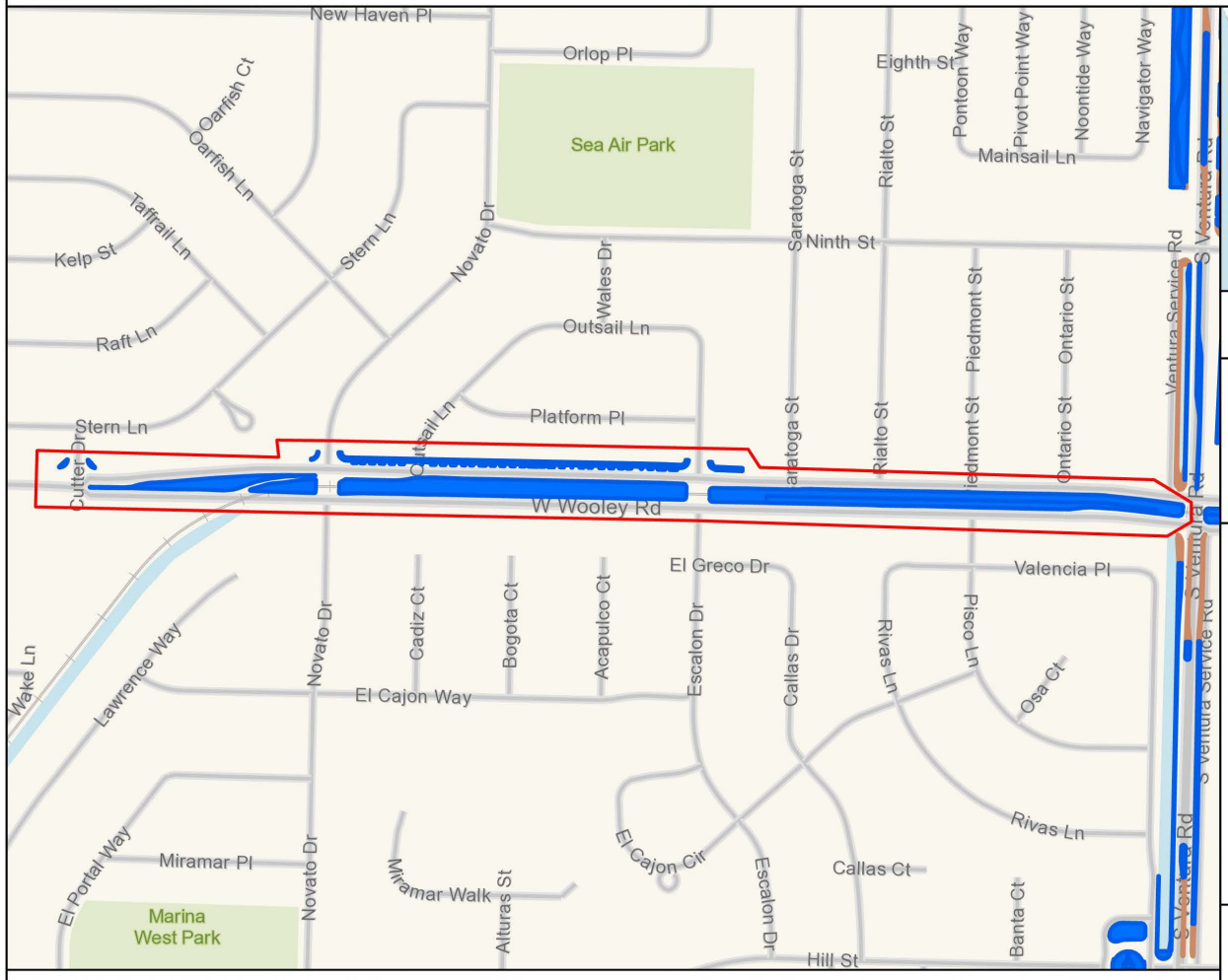
Work extent on this map
Contracted Landscape
Contracted Hardscape

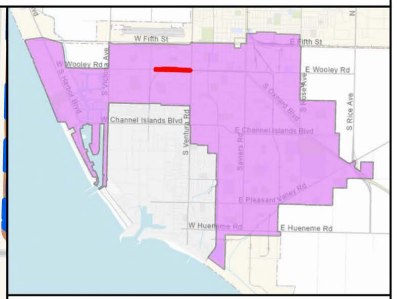
CITY OF OXNARD CALIFORNIA

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Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

REGION 3 WORK DETAIL: PAGE 42 OF 50, WOOLEY 3





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

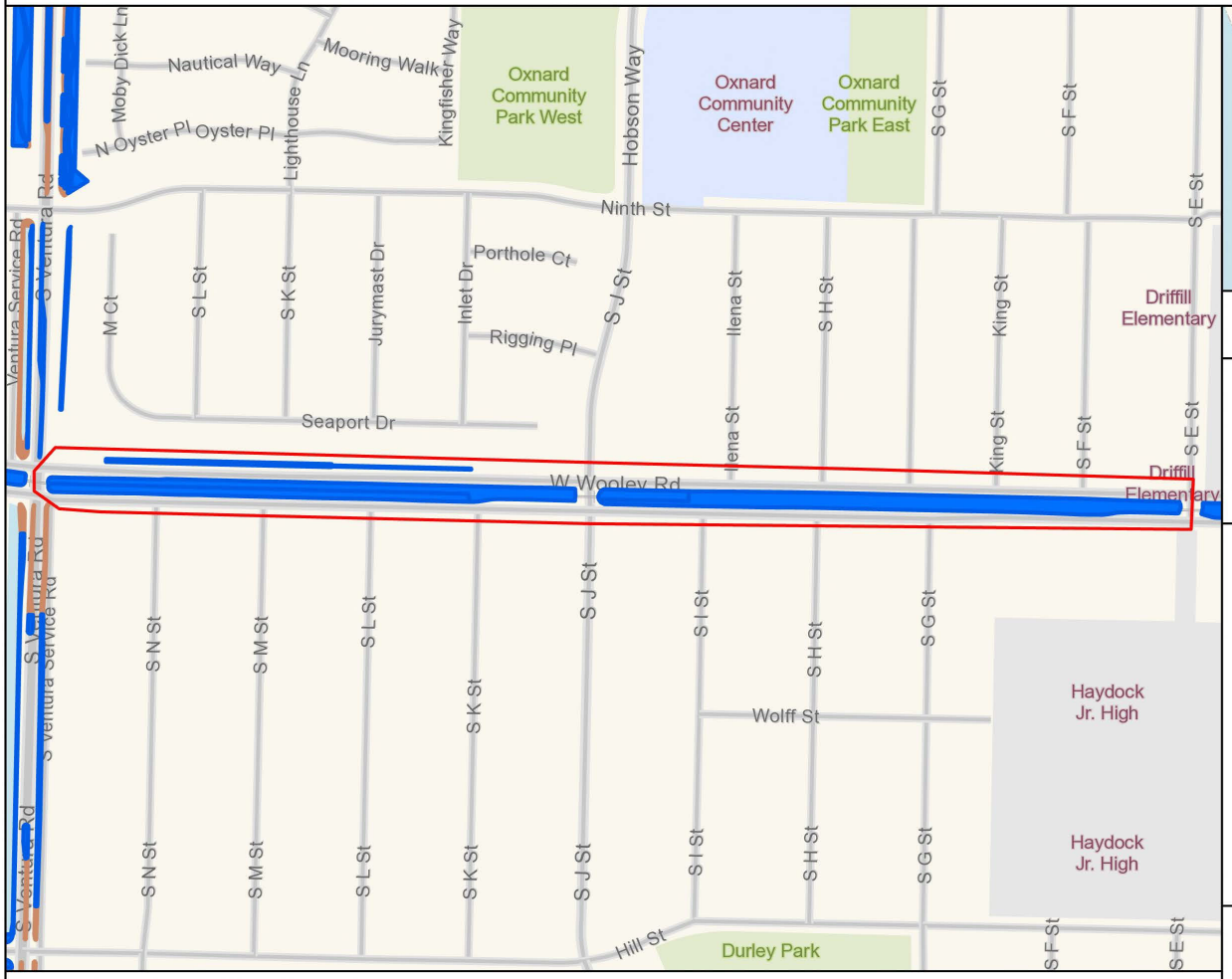
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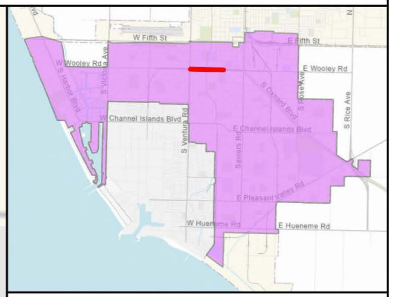
MEDIAN & PARKWAY LANDSCAPE AREAS:
~145,654 SQ FT
~3.34 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~107 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 43 OF 50, WOOLEY 4





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

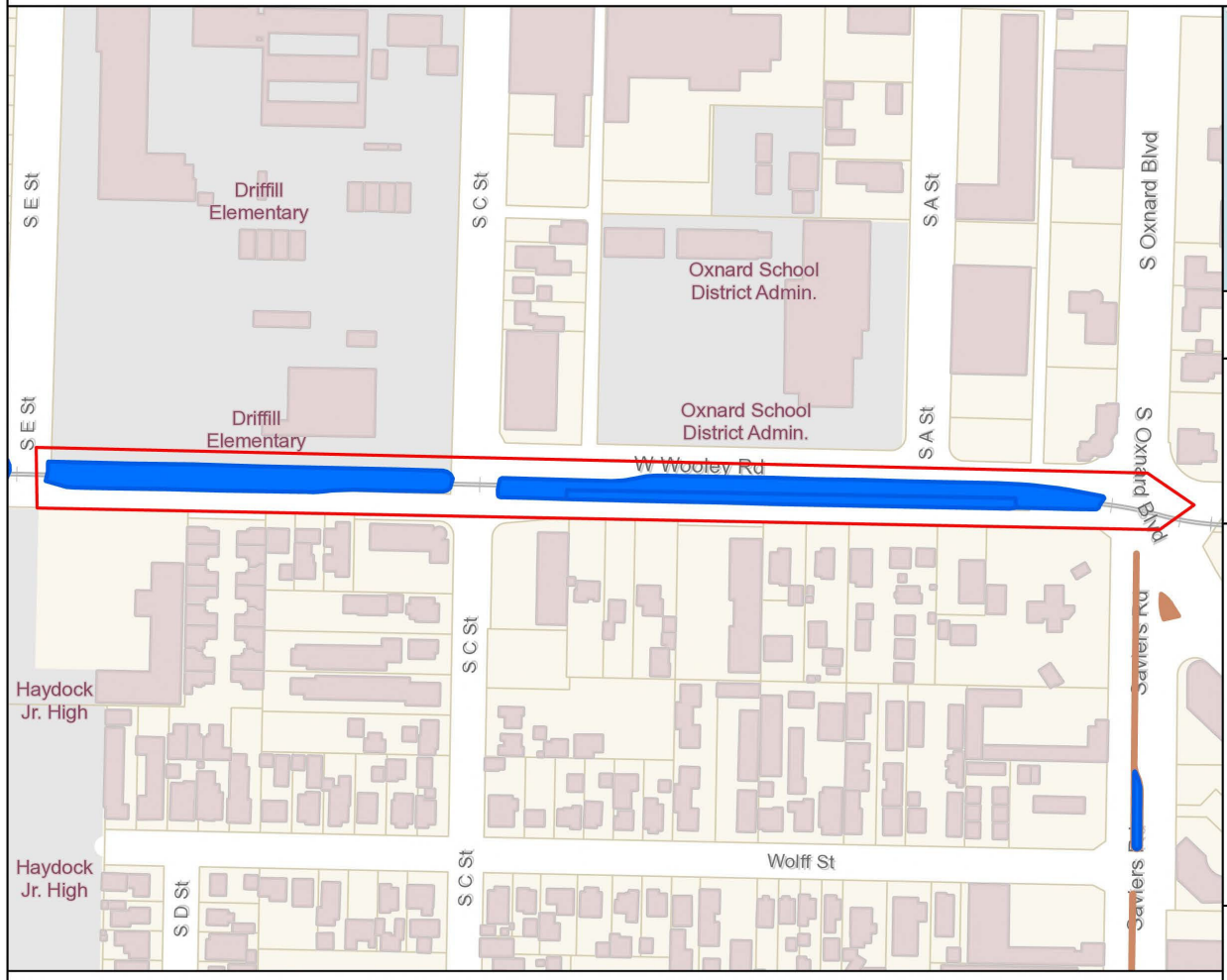
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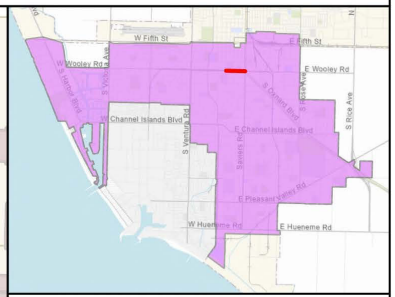
MEDIAN & PARKWAY LANDSCAPE AREAS:
~147,640 SQ FT
~3.39 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 44 OF 50, WOOLEY 5





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

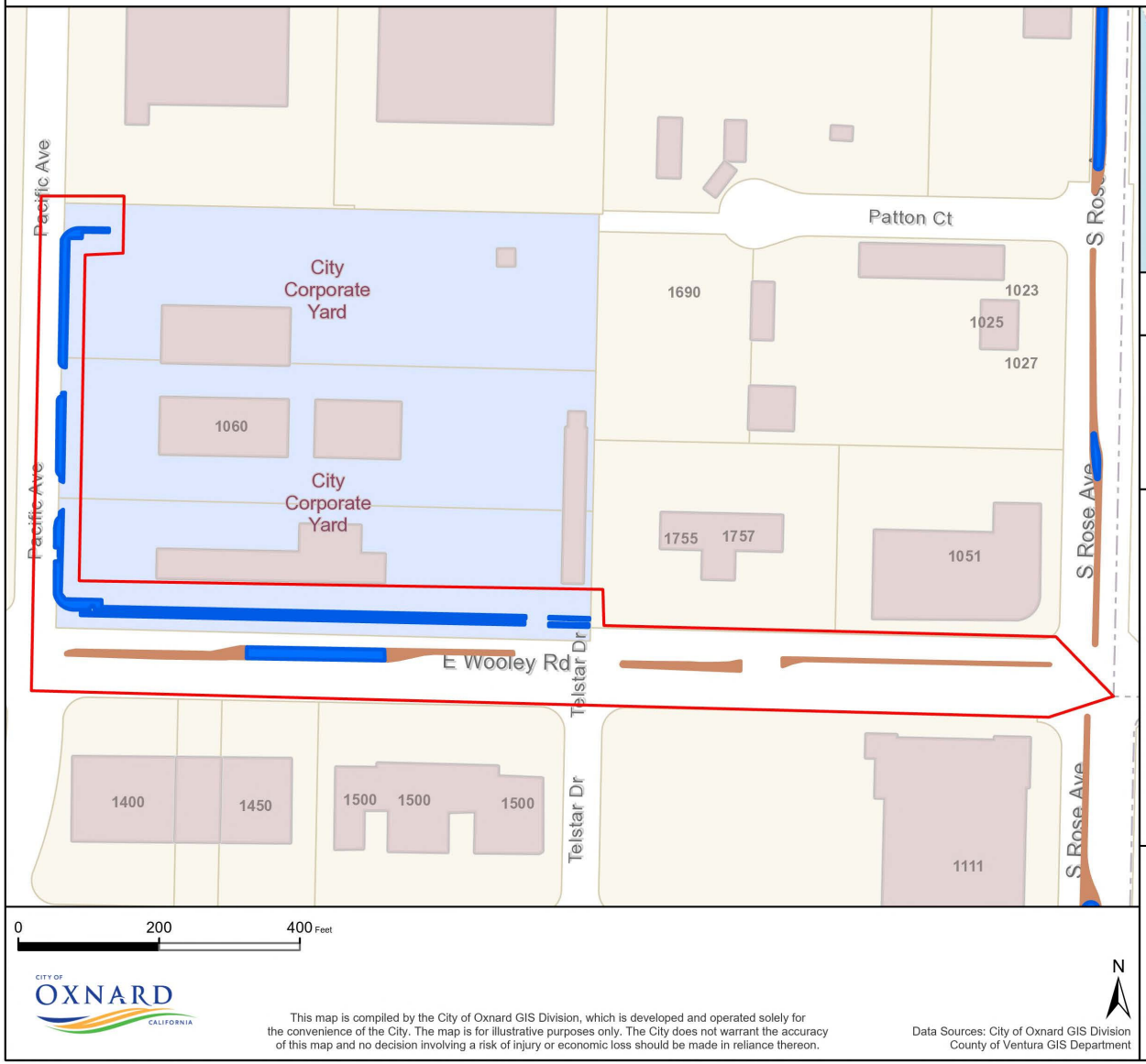
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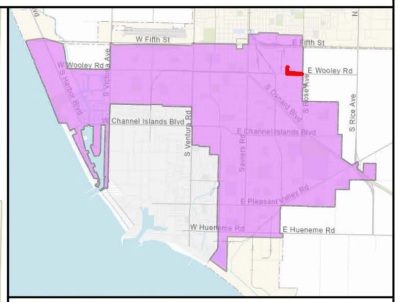
MEDIAN & PARKWAY LANDSCAPE AREAS:
~67,678 SQ FT
~1.55 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 45 OF 50, WOOLEY 6





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

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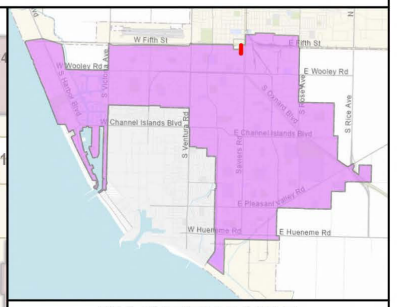
MEDIAN & PARKWAY LANDSCAPE AREAS:
~15,063 SQ FT
~0.35 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~5,649 SQ FT
~0.13 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 46 OF 50, A ST SOUTH 1





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

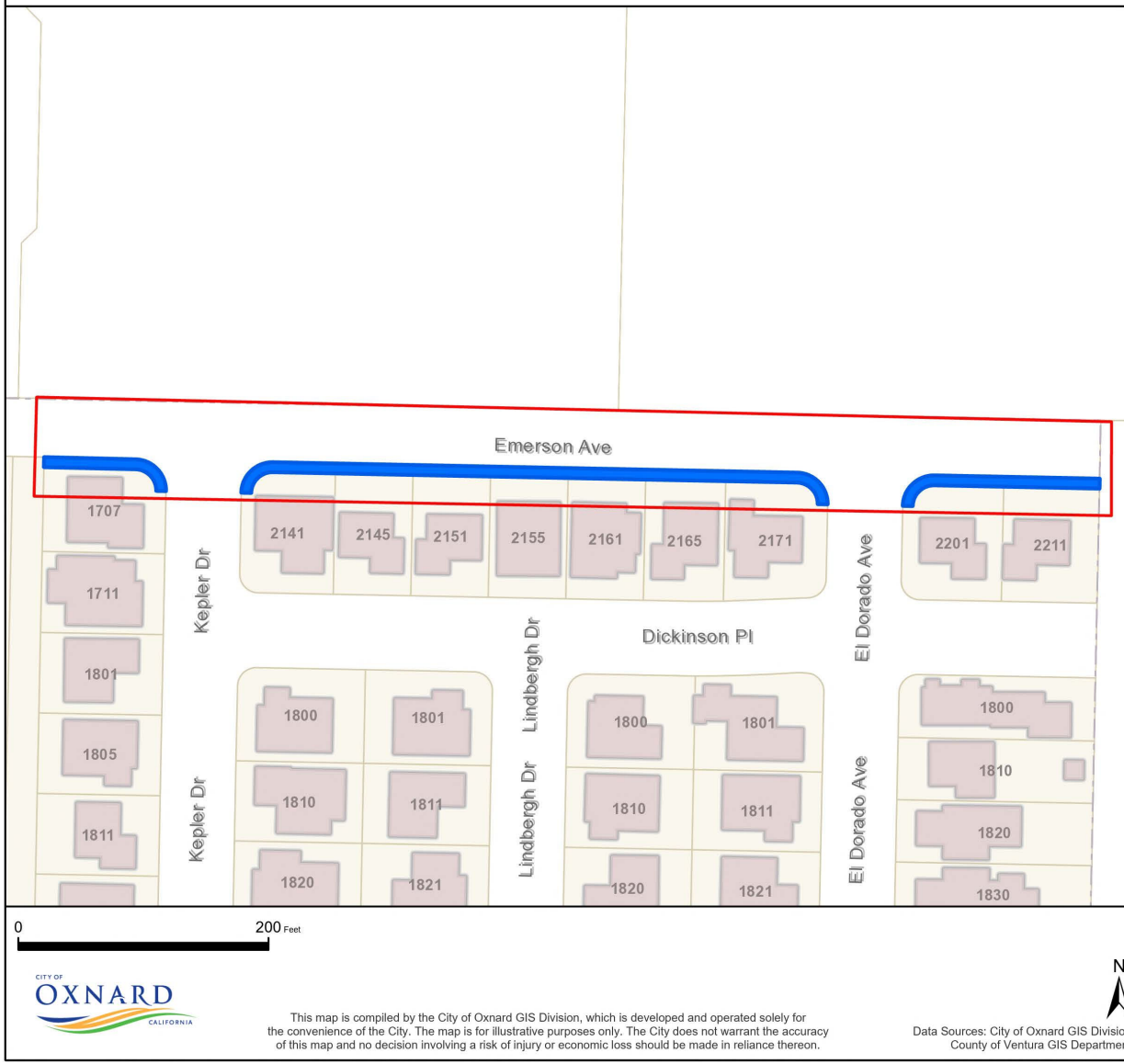
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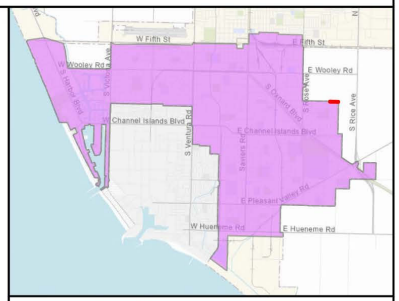
MEDIAN & PARKWAY LANDSCAPE AREAS:
~2,290 SQ FT
~0.05 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

- Work extent on this map
- Contracted Landscape
- Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 47 OF 50, EMERSON





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

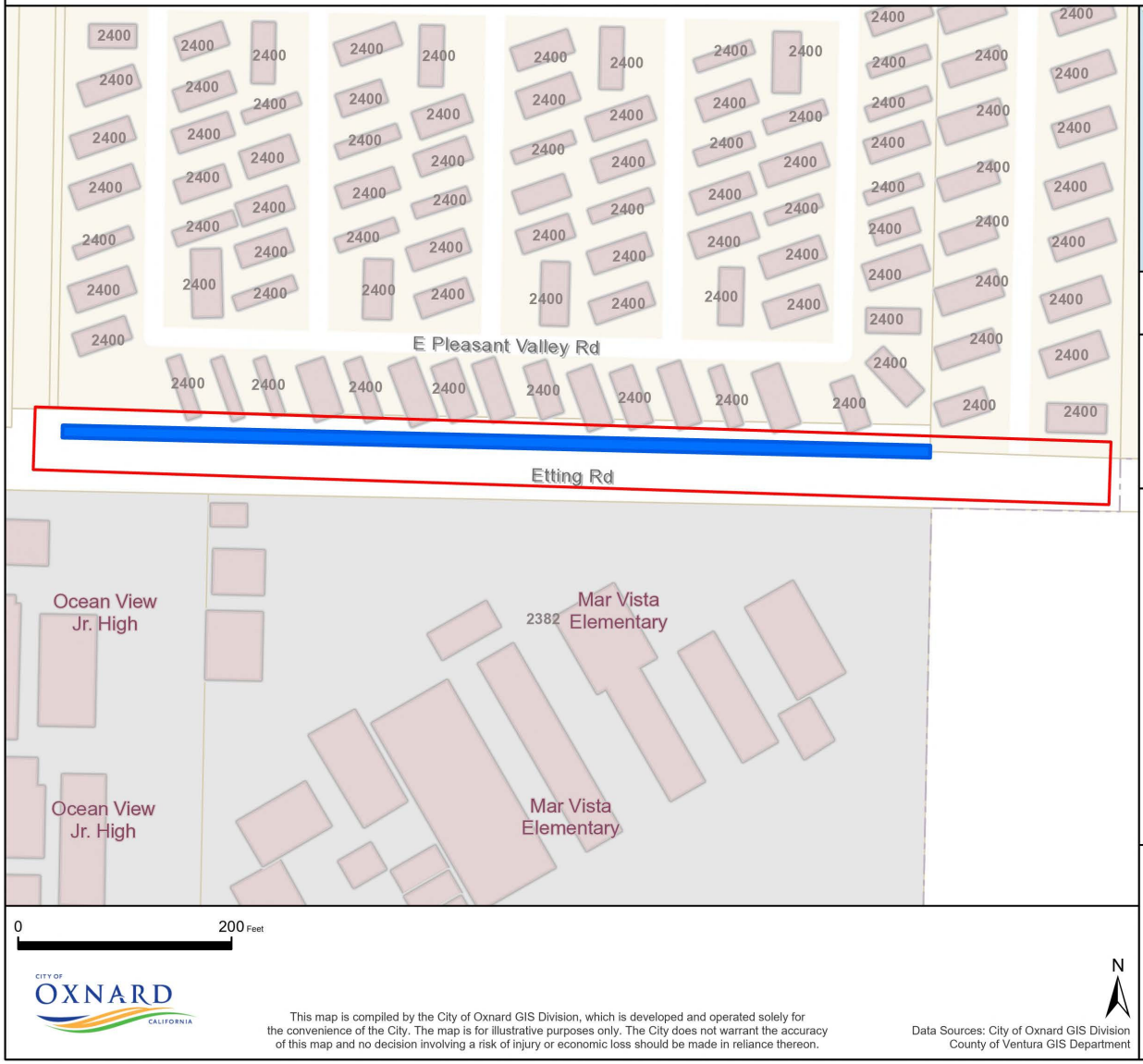
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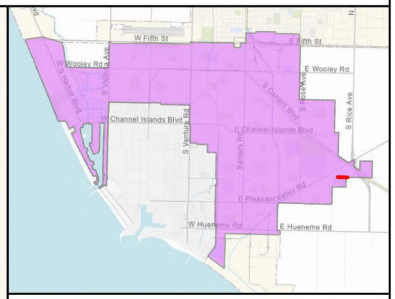
MEDIAN & PARKWAY LANDSCAPE AREAS:
~6,055 SQ FT
~0.14 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 48 OF 50, ETTING





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

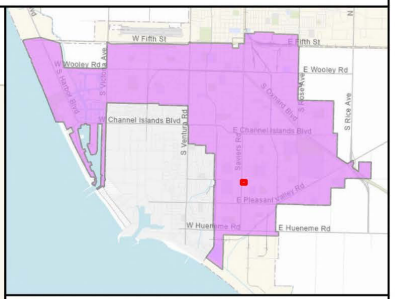
MEDIAN & PARKWAY LANDSCAPE AREAS:
~9,337 SQ FT
~0.21 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 49 OF 50, MULTI-SERVICE CENTER





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

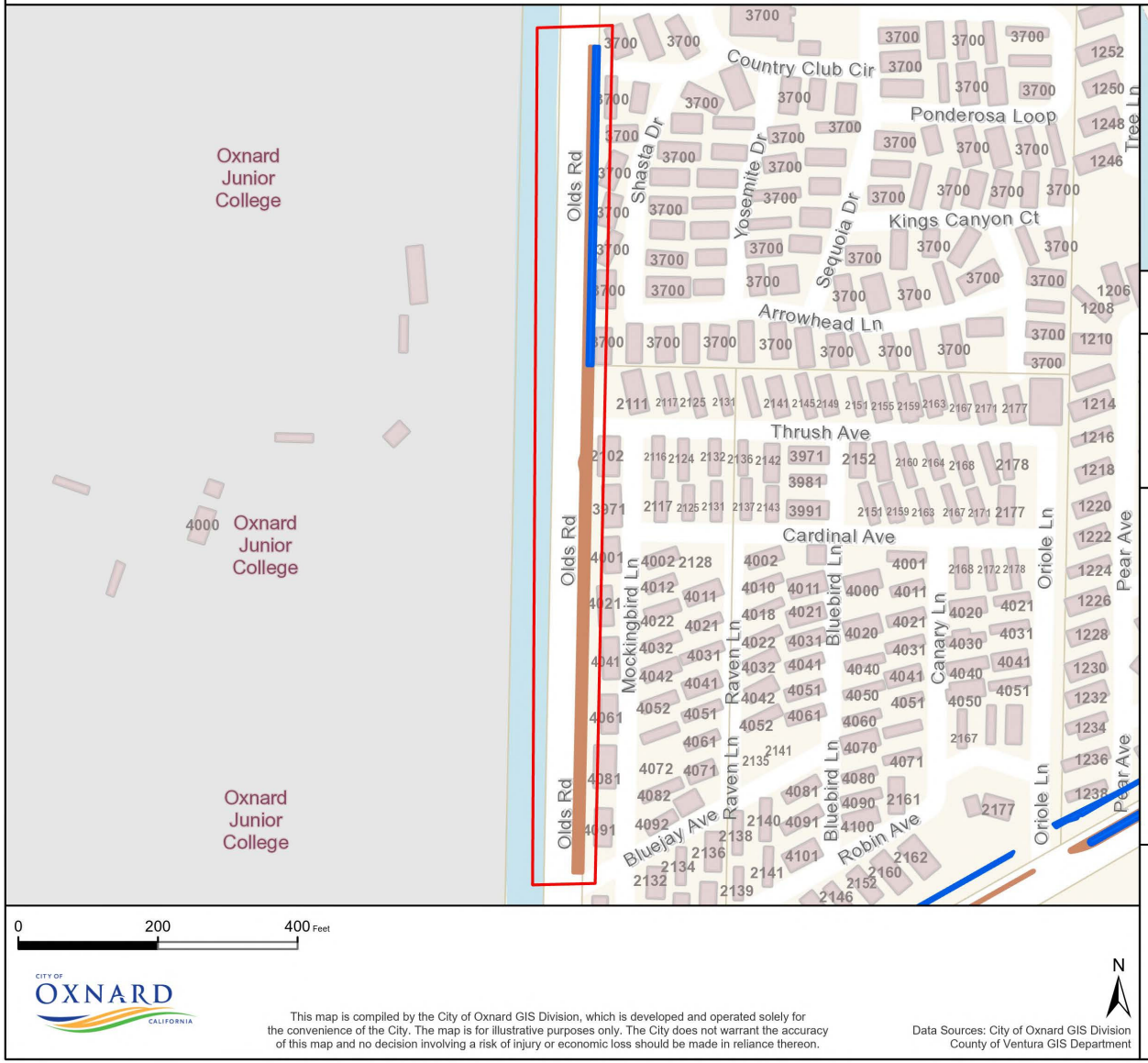
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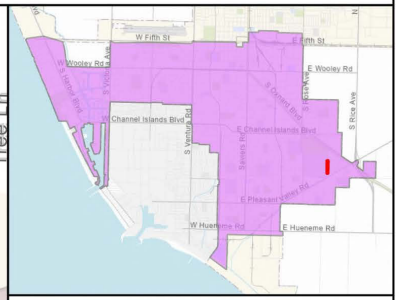
MEDIAN & PARKWAY LANDSCAPE AREAS:
~26,636 SQ FT
~0.61 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~0 SQ FT
~0 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

REGION 3 WORK DETAIL: PAGE 50 OF 50, OLDS





MAINTENANCE TOTALS

REGION 3

ACRES-
LANDSCAPED: 37.46
HARDSCAPE: 9.34

WORK TO BID ON THIS PAGE

MEDIAN & PARKWAY LANDSCAPE AREAS:
~3,369 SQ FT
~0.08 ACRES

MEDIAN & PARKWAY HARDSCAPE AREAS:
~12,004 SQ FT
~0.28 ACRES

Work extent on this map
Contracted Landscape
Contracted Hardscape

CITY OF OXNARD CALIFORNIA

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

RFB #25-61 Streets and Median Landscape Maintenance

	Garcia Landscaping	*GreenCoast Landscapes*	*JAS Landscape*	*Mariposa Landscapes*	*Natural Green Landscape*	*SGD dba Four Seasons*
Item Description	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**
Region 1 (Weekly)	$ 60,375.00	$ 39,960.00	$ 97,290.00	$ 53,715.00	$ 44,249.00	$ 66,000.00
Region 2 (Weekly)	$ 59,854.00	$ 44,950.00	$ 108,070.00	$ 58,900.00	$ 48,763.00	$ 73,000.00
Region 3 (Weekly)	$ 59,948.00	$ 36,880.00	$ 99,640.00	$ 58,369.00	$ 45,631.00	$ 69,000.00
Total Monthly Cost	$ 180,177.00	$ 121,790.00	$ 305,000.00	$ 170,984.00	$ 138,643.00	$ 208,000.00

RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide monthly landscape maintenance services and twice monthly lawn mowing services within the City's Landscape Medians located with Region 2

	Monthly Cost
Twice Monthly Service Region 2 Areas	$71,807.72
Non-Selective herbicide applicate	$1,800/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 1

	Monthly Cost
Twice Monthly Service Region 1 Areas	$69,310
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

RATES AND COSTS EXHIBIT- JUNE 2022

The Vendor shall provide twice monthly Landscape Maintenance Services within the City's Landscape Medians and Parkways located with Region 3

	Monthly Cost
Twice Monthly Service Region 3 Areas	$74,935
Non-Selective herbicide applicate	$225/acre
Hourly Rate for as-needed tasks	$40.00/hour
Material markup rate for as-needed tasks	15%

Three Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide Street and Median Landscapes

Public Works and Transportation Committee
April 8, 2025

Brandon Lopez
Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in Citywide Street and Median Landscapes:

1. Agreement 32500412 for a total amount not to exceed $3,819,000;
2. Agreement 32500413 for a total amount not to exceed $4,294,000; and
3. Agreement 32500414 for a total amount not to exceed $3,527,000.

BACKGROUND

- Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of fifteen full-time Groundworker I/II positions from the Public Works Department.

- After the passing of Measure E, in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks through contract services. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor.

- This allowed the remaining maintenance staff the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine contract maintenance, as well as street landscape improvements, renovating landscapes, and repairing and modernizing the irrigation systems.

BACKGROUND

- To provide equal levels of service, the City was divided into three contract areas (regions) consisting of an approximately equal amount of landscaping and solicited bids for each contract area.

- In addition to providing equal levels of service, having three contract areas also provides flexibility to solicit a new contractor for one of the agreements, in the event of the contractor underperforming in that region, without disrupting services in the other contract areas of the City.

- On June 29, 2021, the City Council approved two Agreements to Garcia's Landscapes as the lowest responsive bidder for regions 1 and 3 and an agreement to Mariposa Landscapes, Inc. as the lowest responsive bidder for region 2.

BACKGROUND

- The original not-to-exceed amount for all three Agreements was $6,025,000 for the three-year terms ending June 30, 2024.
- Each of the Agreements was amended by the City Council in 2022 to increase the levels of service to twice per month and then, in 2024, extend each term for an additional year.
- The three Street and Median Landscape Maintenance Agreements will expire on June 30, 2025.
- The not-to-exceed amount for all three Agreements during the four-year terms is $9,967,000, with an estimated final expense of $9,624,276 for the service performed.

- The final monthly rates for services in each region:

Region	Contractor/Agreement	Final Monthly Cost
1	Garcia's A-8344	$69,310*
2	Mariposa A-8345	$71,808*
3	Garcia's A-8346	$74,935*
	TOTAL MONTHLY	**$216,053***

* These are the adjusted rates that were changed in July 2022 for additional maintenance areas within each region and increasing the maintenance frequency from once per month to twice per month.

DISCUSSION

- On December 4, 2024, the City released a Request for Bid (RFB No. 25-61) for Landscape Maintenance Services within City Street and Median Landscapes.

- Outreach efforts included direct notifications to five vendors, publications on www.PublicPurchase.com, and posting on the City's Purchasing website.

- The City solicited a bid for each of the three regions.

- The three Agreements provide weekly services for arterial street landscape maintenance that include; some turf management, shrub and groundcover pruning, hardscape maintenance, litter and debris removal, weed control, minor tree care, and "Additional Services".

DISCUSSION

- The “Additional Services” for all three Agreements provide additional contract capacity and flexibility for on-call landscape maintenance and debris removal services, that are outside of the scheduled routine maintenance services.

- These additional services will only be performed with an approved Task Order from staff and verification of the approved contract costs and available funds.

- The City currently uses multiple agreements with different vendors to complete on-call landscape services.

- As these Agreements expire, consolidating these services into newly awarded landscape agreements will increase efficiency, along with eliminating the time required to solicit for these on-call services.

DISCUSSION

- The “Additional Services” are budgeted at 50% of each fiscal year.
- However, there is no guarantee to the contractor that these services will be requested or performed.
- Payment for these services will only be paid after a Task Order is issued and the requested service has been verified by staff as completed.
- On December 11, 2024, the City held a mandatory job walk with potential bidders.
- This allowed Staff to clarify any questions from the contractors and go over the expectations of the Scope of Services that provide weekly maintenance services throughout the street landscapes.

DISCUSSION

- Seven contractors attended the job walk.
- The deadline for proposal submission was January 7, 2025 and the City received a total of six proposals.
- GreenCoast Landscapes Inc. (“GreenCoast”) provided the lowest responsible bid for each of the three contract areas.

- The monthly bid amounts from each contractor to provide services in all three regions of the Street and Median Landscape Maintenance are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$121,790
Natural Green Landscape	$138,643
Mariposa Landscapes	$170,984
Garcia's Landscape	$180,177
Four Seasons	$208,000
JAS Landscape	$305,000

*The total monthly bid amount from GreenCoast for weekly service is $94,263 less per month than the current agreements for twice monthly-service.

DISCUSSION

- On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements as stated in the contract documents.

- Staff has confirmed that GreenCoast Landscapes Inc. meets all the required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

- Additionally, GreenCoast currently has an agreement with the City that provides landscape services for Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center.

DISCUSSION

- Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement.

- 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.

FINANCIAL IMPACT

- The total cost for all three Agreements with GreenCoast Landscapes Inc. shall not exceed $11,640,000 during the maximum five-year term if extended all years.

- Funding for FY 2025-26 and the subsequent fiscal years will be requested through the annual budget process.

- The not-to-exceed amount for year one provides capacity for “Additional Services” to perform on-call landscape tasks as well as modifying the service frequencies.

FINANCIAL IMPACT

- These services will only be authorized by staff through Task Orders for additional site visits, landscape maintenance, debris control, and weather events within the specified Scope of Services.

- The agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year. Therefore, these annual not-to-exceed amounts are calculated at the maximum 3% per year, if authorized by the City.

CITY OF OXNARD CALIFORNIA

QUESTIONS

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.7

DATE: April 8, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Four Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide General Fund Parks. (10 minutes)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in City General Fund Parks:

Agreement 32500408 for a total amount not to exceed $913,000;
Agreement 32500409 for a total amount not to exceed $822,000;
Agreement 32500410 for a total amount not to exceed $1,827,000; and
Agreement 32500411 for a total amount not to exceed $1,008,000.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/dLt6kfUgT8o

BACKGROUND

Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of 15 full-time Groundworker I/II positions from the Public Works Department. After the passing of Measure E, in November 2020, staff created a plan for restoring the maintenance of the citywide streets, landscapes, and parks through contract services. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor. This allowed the eleven remaining Parks Maintenance staff members the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine maintenance, as well as park facility improvements, renovating landscapes, and repairing and modernizing the irrigation systems. To provide equal levels of service for the routine park maintenance, the City was divided into four contract areas consisting of eight parks in three of the contract areas and nine parks in one contract area. On June 29, 2021, the City Council approved Agreements A-8339, A-8340, A-8341, and A-8342 with Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area. The scope of work for these Agreements provides basic routine mowing and debris removal within the General Fund parks. The total cost for all four Agreements was $2,405,000 for the three-year terms ending June 30, 2024.

In September 2022, the City bid and entered into a fifth Agreement (A-8483) with Mariposa for additional landscape services throughout all four park contract areas that included additional trash and debris removal

outside of the landscaped areas within the parks, trash can services, weed removal, fertilization, and "Additional Services". The original total for this Agreement for additional services was a not-to-exceed total amount of $758,919 for a term ending June 30, 2024, and was approved by the Council on September 6, 2022.

On May 21, 2024, the City Council approved Amendments for all five park landscape Agreements to increase the not-to-exceed value from $3,163,919 to $4,175,880 to cover the park maintenance services through June 30, 2025. This table shows the final monthly rates for the services in each region, along with the additional services Agreement:

Region	Contractor / Agreement	Final Monthly Cost
1	Mariposa A-8339	$12,268
2	Mariposa A-8340	$11,094
3	Mariposa A-8341	$25,820
4	Mariposa A-8342	$14,286
Additional Services	Mariposa A-8483	$29,532
	TOTAL MONTHLY	**$93,000**

DISCUSSION

On December 4, 2024, the City released a Request for Bid (RFB 25-62) for Landscape Maintenance Services in General Fund parks. Outreach efforts included direct notifications to five potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website. The proposed Agreements include turf management, shrub and ground cover pruning, hardscape cleaning, litter and debris removal, weed control, minor tree care, and the capacity for "Additional Services".

The "Additional Services" contained within each of these Agreements are for landscape tasks that are outside of the scheduled maintenance scope of work for the General Fund parks. The City currently uses multiple agreements with various landscape contractors to perform on-call landscape services throughout the City. The fifth park maintenance Agreement with Mariposa, for on-call landscape maintenance services, will also expire in June 2025. Therefore, staff has been consolidating these on-call landscape services into newly awarded landscape agreements. This will increase efficiency and eliminate the time required to solicit for new on-call landscape services. These "Additional Services" will only be performed with an approved Task Order from staff and verification of the approved contract costs and available funds. The current annual cost for the park's "Additional Services" Agreement is $354,384 per year.

The "Additional Services" services for these new General Fund Park Maintenance Agreements are budgeted for each fiscal year. For the first year, the "Additional Services" for all four Agreements total $322,839 ($31,535 less than the current Agreement). However, there is no guarantee to the contractor that these services will be requested or performed. Payment for "Additional Services" will only be paid after a Task Order is issued by staff and the requested service has been completed.

On December 11, 2024, the City held a mandatory job walk with the potential bidders. This allowed Staff to go over the expectations of the Scope of Services and provide clarification to contractors. Seven contractors attended the job walk. The deadline for proposal submissions was January 7, 2025, and the City received a total of seven proposals. GreenCoast Landscapes Inc. ("GreenCoast") provided the lowest responsible bid in each of the four contract areas (Agreements). The monthly bid amounts from each contractor, to provide weekly

services within all four park areas, are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$44,839.00*
Garcia's Landscape	$51,688.00*
Natural Green Landscape	$56,675.00*
Elite Maintenance	$61,627.00*
Four Seasons	$66,400.00*
JAS Landscape	$79,240.00*
Mariposa Landscapes	$90,895.99*

*Each contractor bid lower than the cost for the current Agreements, including the "Additional Services" Agreement.

On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements, as stated in the contract documents. Staff has confirmed that GreenCoast meets all the required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Additionally, GreenCoast currently has an Agreement with the City that provides landscape services for the Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center. Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement. 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.

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 all four Agreements with GreenCoast Landscapes Inc. shall not exceed $4,570,000 during the five-year terms. Funding for FY 2025-26 and the subsequent fiscal years will be requested through the annual budget process. The not-to-exceed amount includes capacity for "Additional Services" for on-call landscaping services and increasing service frequencies. These services will only be authorized by staff through Task Orders. The Agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year. Therefore, these annual not-to-exceed amounts are calculated at the maximum of 3% per year, if authorized by the City.

Region	Account	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Total
32500408 Region 1	1013301-53200	$ 108,000	$ 111,000	$ 115,000	$ 118,000	$ 119,000	**$ 571,000**
Additional Services Region 1	1013301-53200	$ 65,000	$ 67,000	$ 69,000	$ 71,000	$ 70,000	**$ 342,000**

32500409 Region 2	1013301-53200	$ 97,000	$ 100,000	$ 103,000	$ 106,000	$ 108,000	**$ 514,000**
Additional Services Region 2	1013301-53200	$ 59,000	$ 60,000	$ 62,000	$ 64,000	$ 63,000	**$ 308,000**
32500410 Region 3	1013301-53200	$ 216,000	$ 222,000	$ 229,000	$ 236,000	$ 239,000	**$ 1,142,000**
Additional Services Region 3	1013301-53200	$ 130,000	$ 134,000	$ 138,000	$ 142,000	$ 141,000	**$ 685,000**
32500411 Region 4	1013301-53200	$ 119,000	$ 122,000	$ 126,000	$ 130,000	$ 131,000	**$ 628,000**
Additional Services Region 4	1013301-53200	$ 72,000	$ 75,000	$ 76,000	$ 78,000	$ 79,000	**$ 380,000**
	Total	**$866,000**	**$891,000**	**$918,000**	**$945,000**	**$950,000**	**$ 4,570,000***

*This is the not-to-exceed amount for the new five-year Agreements. The not-to-exceed amount for the current four-year Agreements is $4,175,880.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32500408 GreenCoast Landscapes Inc - Parks Region 1
2. Agreement 32500409 GreenCoast Landscapes Inc - Parks Region 2
3. Agreement 32500410 GreenCoast Landscapes Inc - Parks Region 3
4. Agreement 32500411 GreenCoast Landscapes Inc - Parks Region 4
5. 25-62 Parks Landscape Maintenance Tabulation Sheet
6. Prior Agreements - Rates & Cost Exhibits
7. Presentation

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for landscape maintenance for City Parks (Region 1).

2. PARTIES.

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

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 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.

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: $913,000.00

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
Exhibit F: Citation Form
Exhibit G: Service Area Location Maps

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:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City 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 Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit F.

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 4 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.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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 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.**

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 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 or employees are in any manner agents 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. 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.

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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

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.

30. [RESERVED]

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit G**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.

ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.
iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety

of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service

Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2".

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider 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.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9’ feet sidewalks and 13’ above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs

shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.

vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.

viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.

ix. All pruning debris shall be removed from the site at the Service Provider's expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9') feet above right-aways and thirteen (13') feet above streets shall be proactively removed.

ii. All debris from pruning shall be removed from the site and disposed of.

iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.

ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.

iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft.
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - 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. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.

xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.
ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.
    a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
    b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.
    c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The

straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 1 (Weekly)	$ 8,968.00 /Monthly

Hourly rate as-needed	$ 40.00 /Hour
Hourly Irrigation Tech rate as-needed	$ 45.00 /Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.	

Top Dressing	$ 350.00 /1000 sq ft
Overseeding	$ 250.00 /1000 sq ft
Fertilizing	$ 100.00 /1000 sq ft
Power washing	$ 220.00 /1000 sq ft
Aeration	$ 95.00 /1000 sq ft
Dethatching	$ 95.00 /1000 sq ft
Mulch (Install)	$ 1.00 /cu ft
Decomposed Granite (Install)	$ 1.75 /cu ft
Landscape pavers (Install)	$ 6.50 /sq ft
Stones (Install)	$ 18.00 /unit
Sod (Install)	$ 1.50 /sq ft
Sod Cutting	$ 1.00 /sq ft
Weed Control	$ 100.00 /1000 sq ft
Reel Mowing	$ 75.00 /1000 sq ft
Rotary Mowing	$ 60.00 /1000 sq ft
Edging/Line trimming	$ 0.05 /ln ft
Landscape Drainage	$ 8.00 /ln ft
Landscape renovation	$ 8.75 /sq ft
Turf Renovation	$ 4.00 /sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

Exhibit INS-D

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (____) _____

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

WILSON SENIOR CENTER

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

PLAZA PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

CONNELLY PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

SOUTHBANK PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

ORCHARD PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

SIERRA LINDA PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

EASTWOOD PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

CABRILLO PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

General Services Park Maintenance: Region 1



CITY OF OXNARD CALIFORNIA

FREMONT TOT PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for landscape maintenance for City Parks (Region 2).

2. PARTIES.

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

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 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.

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: $822,000.00

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
Exhibit F: Citation Form
Exhibit G: Service Area Location Maps

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:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City 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 Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit F.

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 4 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.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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 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.**

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 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 or employees are in any manner agents 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. 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.

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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

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.

30. [RESERVED]

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit G**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.

ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.
iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.

xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of

their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2".

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider's Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider 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.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.

ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9' feet sidewalks and 13' above streets shall be proactively removed.
v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. "Natural" areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural" areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.

viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider's expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9') feet above right-aways and thirteen (13') feet above streets shall be proactively removed.
ii. All debris from pruning shall be removed from the site and disposed of.
iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.

v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of

each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft.
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.
v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - 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. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.

xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.

xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.

ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

   a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.

   b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.

   c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

   d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16%

nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified	
Region 2 (Weekly)	$ 8,071.00	/Monthly

Hourly rate as-needed	$ 40.00	/Hour
Hourly Irrigation Tech rate as-needed	$ 45.00	/Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.		

Top Dressing	$ 350.00	/1000 sq ft
Overseeding	$ 250.00	/1000 sq ft
Fertilizing	$ 100.00	/1000 sq ft
Power washing	$ 220.00	/1000 sq ft
Aeration	$ 95.00	/1000 sq ft
Dethatching	$ 95.00	/1000 sq ft
Mulch (Install)	$ 1.00	/cu ft
Decomposed Granite (Install)	$ 1.75	/cu ft
Landscape pavers (Install)	$ 6.50	/sq ft
Stones (Install)	$ 18.00	/unit
Sod (Install)	$ 1.50	/sq ft
Sod Cutting	$ 1.00	/sq ft
Weed Control	$ 100.00	/1000 sq ft
Reel Mowing	$ 75.00	/1000 sq ft
Rotary Mowing	$ 60.00	/1000 sq ft
Edging/Line trimming	$ 0.05	/ln ft
Landscape Drainage	$ 8.00	/ln ft
Landscape renovation	$ 8.75	/sq ft
Turf Renovation	$ 4.00	/sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

Exhibit INS-D

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:
Telephone: ( )

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

RIO LINDO PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

THOMPSON PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

COLONIA PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



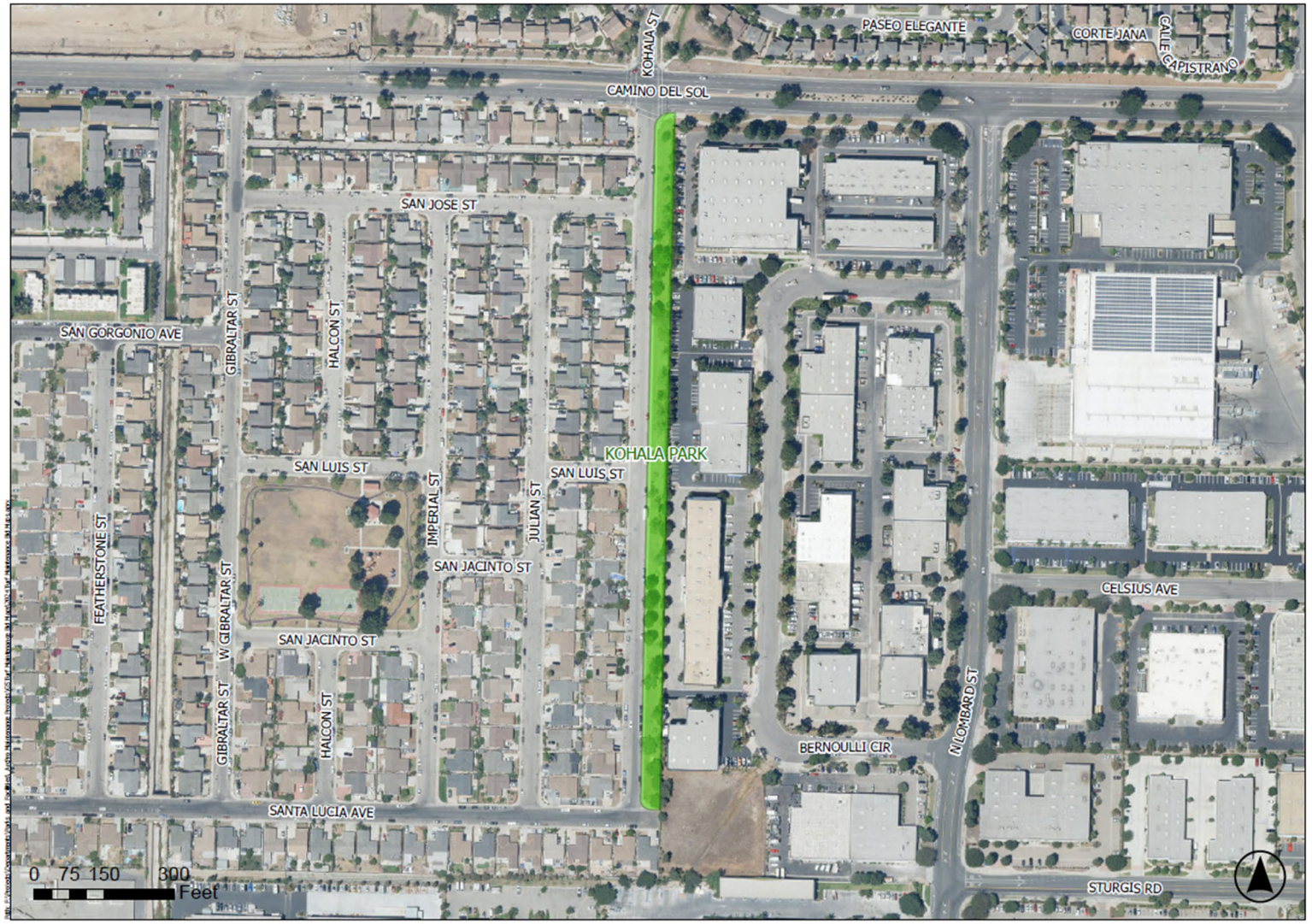
CITY OF OXNARD CALIFORNIA

DEL SOL PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

General Services Park Maintenance: Region 2



CITY OF OXNARD CALIFORNIA

KOHALA PARK

Park Maintenance Area

Park Name	Region
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for landscape maintenance for City Parks (Region 3).

2. PARTIES.

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

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 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.

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: $1,827,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City 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 Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

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 4 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.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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 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.**

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 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 or employees are in any manner agents 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. 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.

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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

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.

30. 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 F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit H**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.
xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2”.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider’s Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider 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.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9' feet sidewalks and 13' above streets shall be proactively removed.

v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9’) feet above right-aways and thirteen (13’) feet above streets shall be proactively removed.
ii. All debris from pruning shall be removed from the site and disposed of.
iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft.
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.

v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - 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. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.
ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.
c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.
d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified
Region 3 (Weekly)	$ 17,936.00 /Monthly

Hourly rate as-needed	$ 40.00 /Hour
Hourly Irrigation Tech rate as-needed	$ 45.00 /Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.	

Top Dressing	$ 350.00 /1000 sq ft
Overseeding	$ 250.00 /1000 sq ft
Fertilizing	$ 100.00 /1000 sq ft
Power washing	$ 220.00 /1000 sq ft
Aeration	$ 95.00 /1000 sq ft
Dethatching	$ 95.00 /1000 sq ft
Mulch (Install)	$ 1.00 /cu ft
Decomposed Granite (Install)	$ 1.75 /cu ft
Landscape pavers (Install)	$ 6.50 /sq ft
Stones (Install)	$ 18.00 /unit
Sod (Install)	$ 1.50 /sq ft
Sod Cutting	$ 1.00 /sq ft
Weed Control	$ 100.00 /1000 sq ft
Reel Mowing	$ 75.00 /1000 sq ft
Rotary Mowing	$ 60.00 /1000 sq ft
Edging/Line trimming	$ 0.05 /ln ft
Landscape Drainage	$ 8.00 /ln ft
Landscape renovation	$ 8.75 /sq ft
Turf Renovation	$ 4.00 /sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

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

Exhibit INS-D

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

OXNARD COMMUNITY PARK EAST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

DURLEY PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

BECK PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

OXNARD COMMUNITY PARK WEST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SOUTHWEST COMMUNITY PARK EAST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SEA AIR PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SEAVIEW PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

VIA MARINA PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

OXNARD BEACH PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

SOUTHWEST COMMUNITY PARK WEST

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



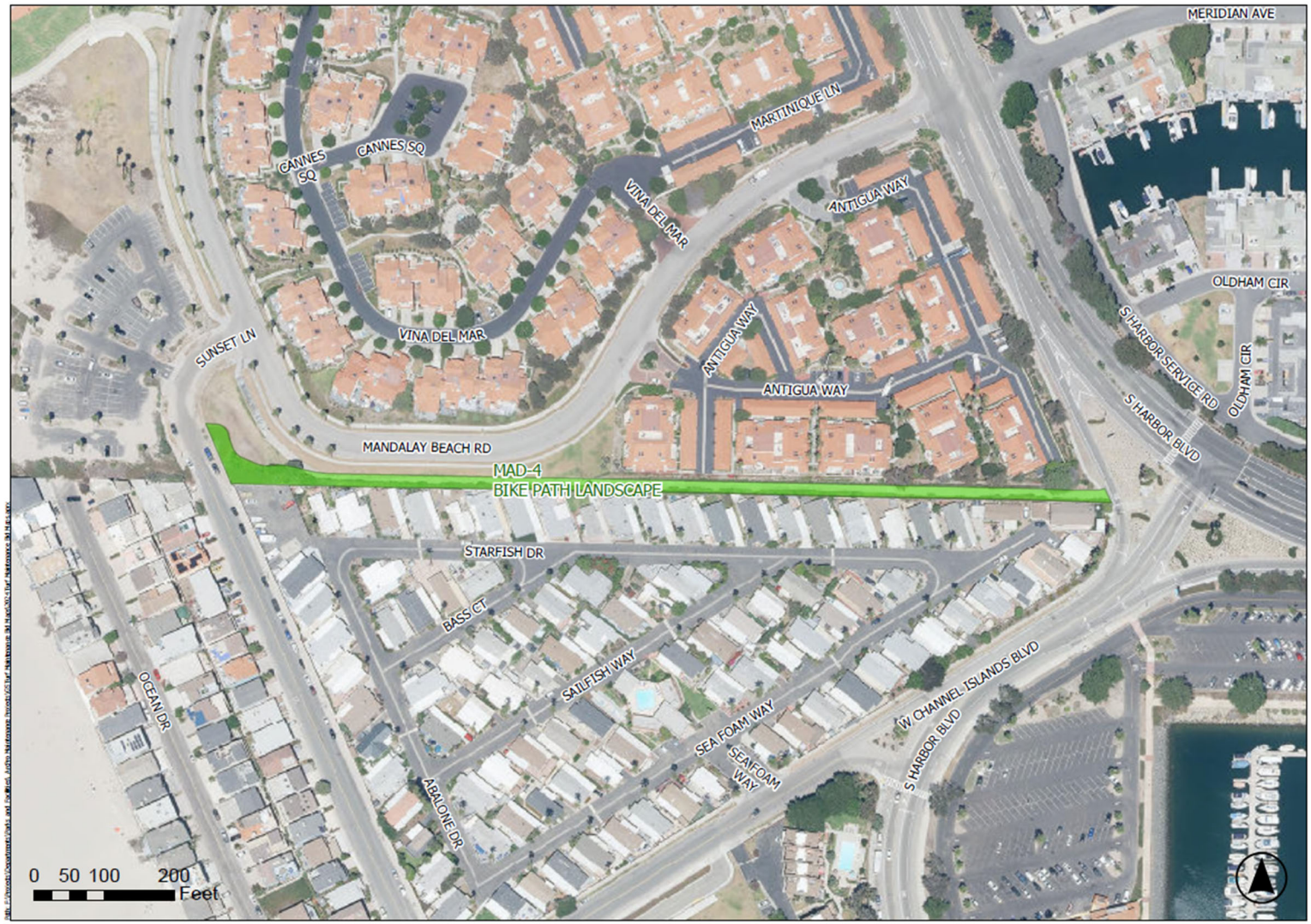
CITY OF OXNARD CALIFORNIA

MARINA WEST PARK

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

General Services Park Maintenance: Region 3



CITY OF OXNARD CALIFORNIA

MAD-4 BIKE PATH LANDSCAPE

Park Maintenance Area

Park Name	Region
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT BETWEEN THE CITY OF OXNARD AND GREENCOAST LANSCAPES INC.

By This Landscape Maintenance & Service Agreement ("Agreement"), the CITY of Oxnard ("CITY") agrees to engage the services of GreenCoast Landscapes 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."

1. SUMMARY DESCRIPTION OF SERVICES. This Agreement is for landscape maintenance for City Parks (Region 4).

2. PARTIES.

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

GreenCoast Landscapes Inc., a corporation of the State of California, located at 9294 Stockton Rd., Moorpark, CA 93021.

3. TERM OF AGREEMENT: From: July 1, 2025 To: June 30, 2028

3.1 Time is of the essence in this Agreement.

3.2 The CITY shall have the option for (2) two 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 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.

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: $1,008,000.00

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
Exhibit F: Iran Contracting Certification
Exhibit G: Citation Form
Exhibit H: Service Area Location Maps

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:
Name: Brandon Lopez
Title: Parks Manager
Phone: 805-385-7951
Email: brandon.lopez@oxnard.org
Mailing Address (if differs from above):
1060 Pacific Avenue, Building #3
Oxnard, CA 93030

SERVICE PROVIDER Designated Representative:
Name: Juan D. Perez Delgado
Title: CEO/President
Phone: 805-702-5712
Email: Juan@greencoastlandscapes.com
Mailing Address (if differs from above):
P.O. Box 659
Somis, CA 93066

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 26 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 14 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 and the monthly inspections in section 9.

9. MONTHLY INSPECTIONS.

The City shall perform bi-monthly site inspections with the Service Provider. During the Inspections, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. The inspection report(s) will list landscape-related items, that are within the Scope of Work, which should be performed before the next site inspection. The City's Project Manager will schedule the monthly inspections and provide notice of the schedule to the Service Provider's Project Manager. The Service Provider must notify the City 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 Service Provider.

10. SERVICE PROVIDER'S PROSECUTION EXECUTION OF THE SCOPE OF WORK

In accordance with Section 8 and 9 of this agreement, Service Provider shall execute the work identified in the City's monthly inspection reports within the time identified in the inspection report provided by the City to the Service Provider. Furthermore, Service provider shall execute the work as identified in the Scope of Service (Exhibit A) documents in the time and manner as stated in the respective Exhibits. Failure to execute the required work under this contract shall subject the Service Provider to a $250.00 Citation per occurrence for failure to execute the work identified in the monthly inspection reports, and the Scope of Work and Service level documents. Service provider shall not be issued a citation for failure to execute work that is outside the scope of this agreement. The Citation Form is attached to this Agreement for reference as Exhibit G.

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 4 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.

11.1 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. If any price increase is granted by the CITY, the increase shall not be greater than 3% from the prior year.

11.2 Any request for price adjustment is subject to section 14. City is under no obligation to allow requested price adjustments.

12. PAYMENT & INVOICES.

The CITY shall pay all undisputed portions of any applicable invoice within forty-five (45) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within forty-five (45) 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 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.**

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 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 or employees are in any manner agents 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. 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.

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. Please see "Exhibit E" for further information regarding Prevailing Wage requirements.

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.

30. 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 F."

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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

☐Luis Mc Arthur, Mayor[1] Date

☐Jennifer Yates, [2]
Purchasing Manager

ATTEST:

Lourdes A. López, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

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

GREENCOAST LANDSCAPES INC.

Juan D. Perez Delgado, Date
CEO/President

Jessica K. Jauregui Rivera Date
CFO[3]

[1] The City Council must authorize and the Mayor must execute any agreement over $220,000.

[2] The Purchasing Agent may execute any authorized agreement up to $220,000.

[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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCOPE OF SERVICES

Project Manager:
Brandon Lopez
brandon.lopez@oxnard.org
805-385-7951

SECTION 1 LICENSING AND GENERAL NOTES

1.1 Licensing and Professional Certification

Required:

SERVICE PROVIDER must hold a State of California License Classification C-27 License and Maintenance Gardener Pest Control Business (MGB) License throughout the duration of this Agreement.

Service Provider pesticide applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation throughout the duration of this Agreement.

1.2 General Notes

The level of service for the Parks may change at the beginning of its fiscal year based upon the level of service requested by the City. Maps of specific Parks and features relevant to this scope of work are included as **Exhibit H**. Quantities of assets (such as trash cans, bbqs, mutt mitt stations, etc.) may not be exact and must be verified by the Service Provider prior to starting any maintenance work. This scope of work generally describes the specification of work the City is requesting to be performed. Frequencies of services will be specified by the City in consultation with the Service Provider.

SECTION 2 General Expectations

2.1 Service Provider Responsibilities and Standard of Care

The following items are a list of general responsibilities the Parks Division expects the Service Provider to perform during the course of fulfilling this Agreement. This list is not exhaustive and should serve as a general outline of the standard of work expected of the Service Provider by the City of Oxnard.

i. Service Provider must ensure the public's safety when performing services.
ii. Service Provider will be required to provide staff uniforms with a name badge that uniquely identify them as crew members assigned to this Agreement.

iii. Service Provider shall behave and operate in an environmentally and professionally sound way so as to not create damage or cause exposure by virtue of negligence or omission.
iv. Service Provider shall ensure that equipment is properly maintained in accordance with the manufacturer's specifications and are maintained as to not endanger the operator or any person or object in the vicinity of operations.
v. Service Provider to conduct the work required in such a manner as to cause the least amount of interference to the public.
vi. Service Provider to schedule work to conform to all applicable City Ordinances.

Per City Code Sec.7-188(F) Sounds associated with the maintenance of real property, provided the activities occur between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and between the hours of 9:00 a.m. and 8:00 p.m. on Sunday.

As a courtesy to residents, work will not be performed adjacent to residential housing before 8 a.m.

vii. Service Provider to submit work schedule including details on work crew assignments prior to start of contract.
viii. Work using power equipment will not be performed adjacent to residential housing before 8:00 a.m.
ix. Service Provider is responsible for repairing damage to the irrigation system caused by Service Provider (i.e. irrigation boxes and sprinkler heads).
x. Emergency Services: Service Provider shall provide the City of Oxnard with the names and telephone numbers of at least two (2) contacts who can be called by City of Oxnard Staff when emergency maintenance conditions occur. Such work shall be performed for additional compensation unless the emergency maintenance condition is created as a result of the Service Provider's negligence. Emergency work will be compensated at the hourly rate established by this Agreement for extra work. The City of Oxnard shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of Oxnard of emergency conditions, the Service Provider shall arrive at the site and report status within two (2) hours from the time of notification.
xi. No live tree removal (including understory and shrubs in the existing landscape or the surrounding "natural" area) shall take place without the permission of the City of Oxnard Arborist or a Parks Manager.
xii. Service Provider shall provide an organizational chart that identifies numbers of staff dedicated to this Agreement and their intended responsibilities.
xiii. The Service Provider will be held responsible for any damages to grass, trees, plants, shrubs, fences, walls, sidewalks, brick, pavers, glass, irrigation, all weather turf, private or public property, etc. that is caused by the Service Providers error. Replacement or reimbursement of any damaged material will be the responsibility of the Service Provider and will be subject to the acceptance of the City.

xiv. Service Provider is responsible for employing an in-house pesticide applicator or person dedicated to this service for the specific purpose of spraying maintenance areas and authorized sites within this Agreement. Service Provider is responsible for applying all products in a safe manner consistent with the label directions and federal and state laws and regulations. Application rates and frequencies are determined by the manufacturer's Label recommendations. Product mixing and application shall be supervised by a Licensed Pesticide Applicator. Records must be maintained according to the applicable licensing regulatory body. SDS (Safety Data Sheets) forms shall be posted in visible locations prior to spray applications.

xv. If through inspection and verification, in the City of Oxnard's opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Service Provider without creating a backlog to other maintenance schedules shall be at the expense of Service Provider.

xvi. Upon written permission by the City, Service Provider may procure and store a roll-off bin at a site agreed upon by the City for green waste.

xvii. Service Provider or representative shall be available to perform regular inspections with the City of Oxnard. Inspections shall occur at least once per month at an agreed-upon time.

xviii. Service Provider is responsible for traffic control for work within the public right-of-way. If required by the City, the Service Provider must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer, unless Service Provider elects to use a standard control plan from the WATCH Handbook. The plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. City shall pay for all traffic control permits if necessary.

xix. In the event of inclement weather, Service Provider remains responsible for providing services. This includes but not limited to: clearing storm drains within and around the perimeter (curb and gutter) of the landscape areas identified in the Agreement. Contacting Park staff immediately regarding flooding, damage, obstructions, and irrigation that is running. Power machinery and tools that cannot be operated safely in foul weather conditions may not be used. However, Service Provider is to exhaust all other means of providing service prior to ending any service days in the City of Oxnard. Service Provider is responsible for providing for the safety of their crews and in the event that crews will not be on site due to weather conditions, Service Provider must notify the City in writing.

xx. Service Provider will be required to utilize the maintenance reporting software designated by the City or his or her representative during the term of the Agreement. Usage of the software will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

xxi. Service provider to use City approved light weight vehicles and equipment to enter landscaped areas. Including turf areas, landscaped beds, and right-aways.

2.2 Equipment and Materials

Service Provider shall provide at cost all labor, equipment, materials, supplies, tools, and transportation as required during the performance of this scope.

2.3 General Maintenance

Service Provider shall perform all work necessary to complete the Agreement in a manner acceptable to the City of Oxnard. The general areas to be maintained and tasks to be performed shall include but are not limited to the areas listed below

i. Turf Management**:** routine mowing, trimming, and weed abatement.
ii. Shrub/Pruning & Ground cover: routine weed removal, cultivation, fertilization, weed abatement, and pruning.
iii. Hardscape Management: sweeping, blowing, litter and trash removal, driveway/aprons, parking lots and sidewalks.
iv. Trash Removal: Litter and Debris control.

2.4 Vandalism and Theft

Vandalism and theft observed or discovered by the Service Provider must be reported to the City at the first available opportunity. Repairs and replacements necessary to mitigate damage from vandalism and theft are outside of this scope.

SECTION 3 Parks and Facilities Maintenance Schedule and Reporting

3.1 Creation of Schedule

Prior to beginning services under this Agreement, Service Provider shall determine a schedule in cooperation with the City for recurring (daily, weekly, monthly, etc.) grounds maintenance (mowing, pruning, etc.). This schedule will be utilized to conduct random site checks to ensure adherence to specifications and expectations.

Service Provider is expected to adjust and manage staffing as necessary to complete the tasks and frequency of tasks as outlined within this scope of work, particularly within Section 4.

If for any reason there is an anticipated variation to the provided schedule Service Provider shall notify the City of Oxnard immediately upon knowledge of the need to make a schedule adjustment. The Contactor will be required to resume work as soon as possible in accordance with the annual schedule and Agreement specifications.

Service Provider shall make all necessary visits during the year to correct any problems that may occur during the Agreement Term.

3.2 Parks and Facilities Inspections and Reports

Service Provider will be required to utilize the maintenance reporting software as determined by the City.

SECTION 4 Regular Maintenance Programs

4.1 Turf Management

The City of Oxnard expects a detailed, proactive approach to turf management. Maintenance to the following specifications shall be performed by the Service Provider as a part of the Turf Management Program:

i. **All Turf Areas:** these areas shall be inspected during site visits for holes, wet spots, uneven surfaces, defective sprinklers and other hazards. Issues shall be noted and provided to the City within 24 hours.
ii. Proper and necessary horticultural practices shall be used to achieve clean, green, and safe turf given the high visibility of the turf and landscape areas.
iii. A string trimmer must be used in areas around buildings, fences, valve boxes, signs, rocks, light posts, etc. on a schedule that maintains a neat and professional appearance.
iv. An edger shall be used in all areas where grass and concrete meet. Such edging should be done with a power edger with a rigid blade or straight line trimmers with a proper guide to facilitate neat, straight, and professional edged appearance; freehand line trimming will not meet this requirement.
v. All turf is to be debris, and litter free.
vi. All turf areas once cut shall have a height of 2-3 inches.
vii. Alternating mow patterns are required in order to reduce “tracking.”
viii. The Service Provider is responsible for ensuring a complete and thorough removal of all debris at the completion of all mowing occurrences to include clumping or piles of grass.
ix. Service Provider must replant turf areas that fail to thrive as a result of the Service Provider or its maintenance or horticultural practices. Service Provider shall identify these areas and submit a list of them in writing to the City or his or her representative. All maintenance of replanted material will be the responsibility of the Service Provider, whether planted by the Service Provider or some other entity during the Agreement Term.

x. **Del Sol Stadium** - Service Provider to mow stadium turf with a reel mower. Turf to be cut at a height not to exceed 2”.

4.2 Herbicides

The goal of the **Herbicide Program** is to maintain landscape, turf, planter areas, parking lots, sidewalks, and perimeter curb and gutters free from weeds which includes, but is not limited to weed grasses and nutsedge. The following items shall be fulfilled through the Service Provider’s Herbicide Program:

i. Any herbicide application with the risk of aquatic contamination must be made with an aquatic safe herbicide.
ii. All chemicals must be applied by or supervised by a licensed applicator and in accordance with label directions.
iii. Herbicide cost should be factored into the Service Provider's base bid.
iv. All herbicide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the City.
v. Service Provider shall notify the City a minimum of one (1) week prior to application of herbicides. For follow-up applications, the Service Provider is to provide a second service date upon completion of the initial application and post notices accordingly.
vi. Service Provider shall ensure proper signage is installed prior to herbicide application per City, County and Federal standards. The current standard to be followed is; all areas to be treated are to be posted with signs no smaller than an 8 ½" x 11" sheet of paper no more than 50 feet apart, one week to two days prior to treatment. Signs will be Service Provider provided at Service Provider's expense and include a map of the area being treated, the label of the product being applied, and a warning to avoid the area for a time no less than what is recommended on the label.
vii. Service Provider 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.
viii. Tree wells will be maintained by a herbicide approved by the City.

4.3 Shrub, Vine, and Groundcover Maintenance

The goal of the Shrub, Vine, and Groundcover Maintenance Program is to maintain an aesthetically pleasing landscape while ensuring proper plant health. The following items shall be addressed through the Service Provider's Shrub, Vine, and Groundcover Maintenance Program:

4.3.1 Pruning and Edging

i. Pruning of all plant material shall be performed in a manner to create a uniformly dense plant. Service Provider shall selectively thin and tip back annually. Pruning shall be done to enhance the natural branching effect of plants.
ii. Pruning shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the area.
iii. Service Provider shall prune regularly, as required. Remove dead wood and aesthetically balance the planting following basic horticultural practices. All suckers, water sprouts, and undesired growth shall be removed during pruning services. Tree and shrub branches should be pruned to maintain appropriate clearance from all structures, buildings, light poles, AC units, fences, walkways, etc.
iv. Limbs less than 9' feet sidewalks and 13' above streets shall be proactively removed.

v. Pruning of formal shrub planting should be minimal and shall be completed as needed to result in a smooth, manicured appearance.
vi. “Natural” areas are to be maintained in their native conditions with the exception of visibility and safety related pruning. Included in natural areas are those areas where selective trimming has been done to enhance view corridors and safety. Trimming of woody vegetation in parking lots, picnic areas, and play areas shall be conducted on an as needed basis to ensure limbs/foliage are at least eight feet high and two feet off of each side of the respective amenities.
vii. All debris from pruning shall be removed from the site and disposed of.

4.3.2 Landscaped Beds

i. Service Provider shall control weeds in bed areas by mechanical, physical, and herbicide methods. Bed areas are to be maintained in a manner to control and strive to eliminate weeds.
ii. All landscape beds shall remain free of litter, debris, and weeds. ***Weeds sprayed with herbicide must be removed after plant death.***
iii. "Natural” areas are to remain in their natural native conditions with the exception of the removal of dead wood and invasive plant material.
iv. Trimming/Deadheading of formal bed plantings and ground covers shall be performed on an as needed basis to achieve a smooth, manicured appearance within established boundaries.
v. Any necessary restructuring shall be reviewed and mutually approved by the City and Service Provider.
vi. Trimming/Deadheading shall be performed by properly trained personnel. Relative sizes and shapes of the respective shrubs shall be appropriate for the type and location and consistent throughout the property. Excess vertical growth of ground cover shall be pruned back in order to maintain a neat ground cover bed.
vii. Shrubs of color (flowers, foliage, fruit) are to be pruned for maximum beauty. This shall be interpreted to mean pruning after flower color fades.
viii. Groundcover shall be pruned as needed, according to the City, to maintain separation away from the base of trees, shrub masses, and hardscapes.
ix. All pruning debris shall be removed from the site at the Service Provider’s expense.

4.4 Tree Care

i. Service Provider to prune trees for traffic clearances no less than nine (9’) feet above right-aways and thirteen (13’) feet above streets shall be proactively removed.
ii. All debris from pruning shall be removed from the site and disposed of.
iii. The use of climbing spurs or spike shoes are prohibited, unless specifically approved by the City Arborist.

4.5 General Site Maintenance

The goal of the General Site Maintenance Program is to maintain an aesthetically pleasing, clean, and safe maintenance area. The following items shall be addressed through the Service Provider's General Site Maintenance Program.

4.5.1 Hardscape Management

i. Cracks in hardscaped areas - apply herbicide as needed to control weeds in hardscaped areas, i.e., interior pathways of parks, parking lots, sidewalks, gutters, artificial turf, etc. 3

ii. Cleaning - removal of debris by blowing or sweeping from parking lots, sidewalks, internal park pathways, sports courts, artificial turf, play structures, and other hardscapes (parking areas, picnic areas, and walkways) and softscape areas (i.e. decomposed granite) as scheduled with City representative.

4.5.2 Litter and Debris Control

i. All areas of maintenance responsibility, including but not limited to paved parking lots, shall be kept free of all trimmings, leaves, pine needles, palm fronds, grass cuttings, dirt, mud, and litter, including broken glass or other unattended items.
ii. All trimmings, litter and debris shall be removed and disposed of off-site at the Service Provider's expense.
iii. All walkway areas should be blown or swept clean during maintenance and should be free of clipping and debris. This includes street, curb, and gutter areas.
iv. Service provider to check all trash receptacles at designated frequency. Receptacles that are at least half (½)full or more will have their liner replaced. Liners must be properly secured to the inner can by tying a knot to ensure a tight fit.
v. When replacing a liner, the liner must be properly secured to the inner can by tying a knot in the top of the liner to ensure it fits tightly around the rim of the inner can.
vi. If an inner can is not present, the liner must be secured around the rim of the outer can. If the contractor comes upon a liner that does not need changing, but has fallen to the bottom of the can, the liner will be properly secured.
vii. If loose trash is present under the liner in the receptacle. Service Provider is responsible for removing, when changing the liner.
viii. Trash liners to be replaced regardless of content fullness if it is emitting a foul odor.
ix. Service Provider to supply liners at their own expense.

4.5.3 Drainage

i. Landscape drains inlets and street curb and gutter drains within the maintenance areas of the Agreement should be cleared of vegetation and/or trash and other debris to ensure that flow restrictions do not occur. Special care shall be taken to ensure drains are clear and function as intended.

SECTION 5 Additional Services

In the case additional services are needed outside of the regular maintenance programs, the following items will be bid individually and performed at the discretion of the City. Materials may be provided by the Service Provider at cost and must be approved by the City prior to any use or installation. Costs must be substantiated by a receipt showing the quantity and total price.

5.1 Additional Labor

These services shall be billed at the hourly rate.

i. Medium Equipment with Operator - Service Provider shall provide a tractor with shovel/forks or other attachments and Turf Tires with a qualified operator on a per hour basis.
ii. Additional General Crew - Hourly rate per each additional crew member requested for extra work which is inclusive of truck and basic hand equipment.
iii. Additional Irrigation Tech - Hourly rate per each additional irrigation tech requested for extra irrigation work inclusive of truck and typical irrigation related tools and equipment.

5.2 Piecework

These items shall include costs for all labor, equipment, and materials necessary on a per unit basis per each listed task. City reserves the right to inspect planned materials and method of work proposed prior to execution of each requested task. All services will be specified in addition to the regular maintenance tasks identified in Section 4.

i. Top Dressing - Top Dressing material shall be of a generic 50/50 mix. Service Provider shall provide a per 1,000 square foot cost to apply top dressing
ii. Overseeding - Service Provider shall provide a per 1,000 square foot cost to overseed turf areas with a matching seed species.
iii. Broadcast Fertilizer - Service Provider shall provide a per 1,000 square foot cost to apply a fertilizer at the rate of 1lb. N per 1,000 sq. ft..
iv. Power Washing - Service Provider shall use a high pressure, hot water, no greater than 1,500 pounds per square inch pressure stream to ensure a surface is clean, free of mold, mildew, grim, etc. Service Provider may need to apply a biodegradable cleaner or degreaser and/or algaecide to ensure this desired effect. Price shall be provided per hour.

v. Core Aeration - Aeration shall be done with a power driven aerifier using ½ inch coring tine. Service Provider shall take extreme care to not damage irrigation and landscape improvements with equipment. Core aeration will be performed to a depth of 6” with cores mat drug throughout areas that have been aerated. Price will be per 1,000 square feet.
vi. Dethatching - 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. Price will be per 1,000 square feet.
vii. Mulch - Service Provider will provide a per cubic yard price to install non-colored hardwood mulch where specified.
viii. Decomposed Granite - Service Provider will provide a per cubic yard price to install non-colored decomposed granite to a depth of 3" where specified. Price to include any subsurface site prep necessary.
ix. Landscape Pavers - Service Provider will provide a per square foot price to install decorative landscape pavers (determined in cooperation with the City) where specified. Price to include any subsurface site prep necessary.
x. Stones - Service Provider to provide a single unit price for the installation of 12” to 24” and 24” to 36” stones.
xi. Sod Installation - Sod shall be of species type specified by the City, price will be per square foot.
xii. Sod Cutting - Sod shall be cut with a mechanical sod cutter 1.5 to 3 inches in depth. Price shall be provided per square foot and should include dumping costs.
xiii. Reel Mowing - use of at least a 72-inch reel mower and operator, with sharp blades and maintained bed reels on a per 1,000 square foot basis.
xiv. Rotary Mowing - use of at least a 48-inch riding or standing rotary mower with sharp blades on a per 1,000 square foot basis.
xv. Edging/Line Trimming - use of a string trimmer and operator to where grass and concrete meet to maintain a neat and professional appearance on a linear foot basis.
xvi. Landscape Drainage - Installation of a buried French drain system 3” to 4” in diameter. Price shall be per linear foot.
xvii. Weed Control - Additional weed control visits above and beyond that which is included within Section 4. Use of chemical and manual means to remove and prevent weed growth/regrowth. Price shall be per 1,000 sq. ft.

5.3 Landscape Renovations

i. Landscape Areas - on a per square foot basis, Service Provider shall provide a price for the general renovation of landscape areas. Renovation should include additional soil and amendments where necessary, soil and plant (also turf) removal, mulch, plant material and any other material and equipment necessary to complete the work.
ii. Turf Renovation - a per square foot price will be provided for the following complete service. Upon the completion of Seedbed Preparation; Delivery, Mulching, and Fertilization shall occur within the following 48 hours.

a. Seedbed Preparation - The areas to be seeded shall be reasonably smooth. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat lines and all loose material raked to the toe and removed.
b. Delivery - All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the City before application.
c. Renovation Mulching - Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.
d. Fertilization - The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.
e. Germination - The Service Provider shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Service Provider. If it is determined that areas must be fenced to prohibit foot traffic from interfering with proper plant growth, Service Provider is to provide temporary fencing at Service Provider expense for the duration of the renovation.

EXHIBIT B

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SCHEDULE OF COMPENSATION

Item Description	Cost per unit of measure specified	
Region 4 (Weekly)	$ 9,864.00	/Monthly

Hourly rate as-needed	$ 40.00	/Hour
Hourly Irrigation Tech rate as-needed	$ 45.00	/Hour
Contractor's markup on the purchase of materials as needed shall not exceed fifteen percent (15%) of the Contractor's costs.		

Top Dressing	$ 350.00	/1000 sq ft
Overseeding	$ 250.00	/1000 sq ft
Fertilizing	$ 100.00	/1000 sq ft
Power washing	$ 220.00	/1000 sq ft
Aeration	$ 95.00	/1000 sq ft
Dethatching	$ 95.00	/1000 sq ft
Mulch (Install)	$ 1.00	/cu ft
Decomposed Granite (Install)	$ 1.75	/cu ft
Landscape pavers (Install)	$ 6.50	/sq ft
Stones (Install)	$ 18.00	/unit
Sod (Install)	$ 1.50	/sq ft
Sod Cutting	$ 1.00	/sq ft
Weed Control	$ 100.00	/1000 sq ft
Reel Mowing	$ 75.00	/1000 sq ft
Rotary Mowing	$ 60.00	/1000 sq ft
Edging/Line trimming	$ 0.05	/ln ft
Landscape Drainage	$ 8.00	/ln ft
Landscape renovation	$ 8.75	/sq ft
Turf Renovation	$ 4.00	/sq ft

EXHIBIT C

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

[SEE NEXT PAGES]

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.

1/23

Exhibit INS-D

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

Exhibit INS-D

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 PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $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 Each consultant/ & listed sub-consultant	$1,000,000 $500,000

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

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

SAMPLE

Exhibit INS-D

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (____) _____

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

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 _____

Rev. 1/23 INS-D.doc

Exhibit INS-D

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 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 _____

Rev. 1/23 INS-D.doc

EXHIBIT D

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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, 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

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes 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.

EXHIBIT F

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

IRAN CONTRACTING ACT CERTIFICATION

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/entityidentified 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 engagedin investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

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 _____

OPTION No.2 – EXEMPTION
Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institutionengaged 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 _____

EXHIBIT G

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

CITATION FORM

[Please see following pages]

CITY OF OXNARD CALIFORNIA

LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	Citation Issued (Y/N)	# of Occurences		Citation Amount		Total
Turf								
Mowing, Edging & Trimming					x	$250.00	=	
Aeration					x	$250.00	=	
Dethatching					x	$250.00	=	
Overseeding					x	$250.00	=	
Removal of grass clippings					x	$250.00	=	
Fertilization								
Turf					x	$250.00	=	
Shrubs, Groundcover, Vines, Trees					x	$250.00	=	
Trash and Debris Removal					x	$250.00	=	
Weed Control					x	$250.00	=	
Pest Control					x	$250.00	=	
Pruning, Trimming & Staking								
Shrubs, Groundcover, Vines					x	$250.00	=	
Trees					x	$250.00	=	
Graffiti					x	$250.00	=	
Irrigation					x	$250.00	=	

Citations are issued in the event that services are not provided to an acceptable standard or for failure to perform the work in accordance with agreement section 10.

Comments: Please see attached supplemental document for additional notes.

City Of Oxnard: Date: 7/24/2023

EXHIBIT H

LANDSCAPE MAINTENANCE & SERVICE AGREEMENT
(CITY of Oxnard and GreenCoast Landscapes Inc.)

SERVICE AREA LOCATION MAPS

[Please see following pages]

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

LATHROP PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

CARTY PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

JOHNSON CREEK PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

COLLEGE ESTATES PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

SOUTHWINDS PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

LEMONWOOD PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

PLEASANT VALLEY PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

General Services Park Maintenance: Region 4



CITY OF OXNARD CALIFORNIA

GARDEN CITY ACRES PARK

Park Maintenance Area

Park Name	Region
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4

RFB #25-62 Parks Landscape Maintenance

	EMTS dba Elite Maintenance	*Garcia Landscaping*	*GreenCoast Landscapes*	*JAS Landscape*	*Mariposa Landscapes*	*Natural Green Landscape*	*SGD dba Four Seasons*
Item Description	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**
Region 1 (Weekly)	$ 12,776.00	$ 11,000.00	$ 8,968.00	$ 16,500.00	$ 17,113.08	$ 11,895.00	$ 13,500.00
Region 2 (Weekly)	$ 11,229.00	$ 10,500.00	$ 8,071.00	$ 12,070.00	$ 14,055.68	$ 8,990.00	$ 12,500.00
Region 3 (Weekly)	$ 24,153.00	$ 18,688.00	$ 17,936.00	$ 33,430.00	$ 43,458.20	$ 21,895.00	$ 25,200.00
Region 4 (Weekly)	$ 13,469.00	$ 11,500.00	$ 9,864.00	$ 17,240.00	$ 16,269.03	$ 13,895.00	$ 15,200.00
Total Monthly Cost	**$ 61,627.00**	**$ 51,688.00**	**$ 44,839.00**	**$ 79,240.00**	**$ 90,895.99**	**$ 56,675.00**	**$ 66,400.00**

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 1

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Cabrillo Park	Weekly	$ 1,691.00	Every Other Week	$1,334.30	Every Three weeks	$ 989.09	Monthly	$ 861.49
Connelly Park	Weekly	$ 603.00	Every Other Week	$ 475.80	Every Three weeks	$ 352.70	Monthly	$ 307.20
Eastwood Park	Weekly	$ 1,234.00	Every Other Week	$ 973.70	Every Three weeks	$ 721.78	Monthly	$ 628.67
Fremont Tot Park	Weekly	$ 142.00	Every Other Week	$ 112.05	Every Three weeks	$ 83.06	Monthly	$ 72.34
Orchard Park	Weekly	$ 2,955.00	Every Other Week	$2,331.67	Every Three weeks	$1,728.42	Monthly	$1,505.44
Rio Lindo Park	Weekly	$ 2,064.00	Every Other Week	$1,628.62	Every Three weeks	$1,207.26	Monthly	$1,051.51
Sierra Linda Park	Weekly	$ 1,626.00	Every Other Week	$1,283.01	Every Three weeks	$ 951.07	Monthly	$ 828.37
South Bank Park	Weekly	$ 1,654.00	Every Other Week	$1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 2

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Colonia Park	Weekly	$ 1,764.00	Every Other Week	$ 1,391.90	Every Three weeks	$ 1,031.79	Monthly	$ 898.68
Community Center Park East	Weekly	$ 1,778.00	Every Other Week	$ 1,402.95	Every Three weeks	$ 1,039.98	Monthly	$ 905.81
Community Center West Park	Weekly	$ 1,773.00	Every Other Week	$ 1,399.00	Every Three weeks	$ 1,037.05	Monthly	$ 903.26
Del Sol (East Park and Stadium)	Weekly	$ 3,581.00	Every Other Week	$ 2,825.63	Every Three weeks	$ 2,094.57	Monthly	$ 1,824.36
Kohala Park	Weekly	$ 328.00	Every Other Week	$ 258.81	Every Three weeks	$ 191.85	Monthly	$ 167.10
Plaza Park	Weekly	$ 448.00	Every Other Week	$ 353.50	Every Three weeks	$ 262.04	Monthly	$ 228.24
Thompson Park	Weekly	$ 685.00	Every Other Week	$ 540.51	Every Three weeks	$ 400.67	Monthly	$ 348.98
Wilson Park	Weekly	$ 466.00	Every Other Week	$ 367.70	Every Three weeks	$ 272.57	Monthly	$ 237.41

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 3

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Beck Park	Weekly	$ 2,358.00	Every Other Week	$ 1,860.61	Every Three weeks	$ 1,379.23	Monthly	$ 1,201.29
Durley Park	Weekly	$ 2,122.00	Every Other Week	$ 1,674.39	Every Three weeks	$ 1,241.19	Monthly	$ 1,081.06
Marina West	Weekly	$ 1,838.00	Every Other Week	$ 1,450.29	Every Three weeks	$ 1,075.07	Monthly	$ 936.38
Oxnard Beach Park	Weekly	$ 3,212.00	Every Other Week	$ 2,534.46	Every Three weeks	$ 1,878.74	Monthly	$ 1,636.37
Sea Air Park	Weekly	$ 2,342.00	Every Other Week	$ 1,847.98	Every Three weeks	$ 1,369.87	Monthly	$ 1,193.14
Seaview Park	Weekly	$ 1,734.00	Every Other Week	$ 1,368.23	Every Three weeks	$ 1,014.24	Monthly	$ 883.39
Southwest Community Park	Weekly	$ 5,231.00	Every Other Week	$ 4,127.58	Every Three weeks	$ 3,059.68	Monthly	$ 2,664.96
Southwest Community Park Ext	Weekly	$ 1,654.00	Every Other Week	$ 1,305.11	Every Three weeks	$ 967.45	Monthly	$ 842.64
Via Marina Park	Weekly	$ 3,616.00	Every Other Week	$ 2,853.24	Every Three weeks	$ 2,115.05	Monthly	$ 1,842.19

RATES AND COSTS EXHIBIT- SEPTEMBER 2022

The Vendor shall provide Landscape Maintenance Services within the City's parks located in Region 4

Site Name:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:	Frequency:	Monthly Price:
Carty Park	Weekly	$ 1,075.00	Every Other Week	$ 848.24	Every Three weeks	$ 628.78	Monthly	$ 547.66
College Estates Park	Weekly	$ 1,772.00	Every Other Week	$ 1,398.22	Every Three weeks	$1,036.47	Monthly	$ 902.75
Garden City Acres	Weekly	$ 1,253.00	Every Other Week	$ 988.69	Every Three weeks	$ 732.90	Monthly	$ 638.35
Johnson Creek	Weekly	$ 2,427.00	Every Other Week	$ 1,915.05	Every Three weeks	$1,419.58	Monthly	$ 1,236.45
Lathrop Park	Weekly	$ 759.00	Every Other Week	$ 598.90	Every Three weeks	$ 443.95	Monthly	$ 386.68
Lemonwood Park	Weekly	$ 2,090.00	Every Other Week	$ 1,649.14	Every Three weeks	$ 1,222.47	Monthly	$ 1,064.76
Pleasant Valley	Weekly	$ 2,638.00	Every Other Week	$ 2,081.54	Every Three weeks	$ 1,543.00	Monthly	$ 1,343.94
Southwinds Park	Weekly	$ 1,924.00	Every Other Week	$ 1,518.15	Every Three weeks	$ 1,125.37	Monthly	$ 980.19

Hourly Rate for as-needed tasks	**$56.00/hour**
Material markup rate for as-needed tasks	**15%**

Rate Sheet for RFP-PW-22-104 Enhanced General Fund Park Maintenance. A-8483

	Park	Location/Address	Region	Acres	Sq Ft	Service Level A	Service Level B	S.L. "A" 2.50%	S.L "B" 2.50%	Service Level A New Price	Service Level B New Price
1	Beck Park	600 W Kamala	3	7.75	337,611	$ 1,819.00	$ 900.00	$ 45.48	$ 22.50	$ 1,864.48	$ 922.50
2	Cabrillo Park	1600 Ebony Drive	1	5.19	226,256	$ 966.00	$ 428.00	$ 24.15	$ 10.70	$ 990.15	$ 438.70
3	Carty Park	3900 S F Street	4	3.3	143,883	$ 937.00	$ 477.00	$ 23.43	$ 11.93	$ 960.43	$ 488.93
4	College Estate Park	1400 Gary Drive	4	5.58	243,090	$ 1,558.00	$ 804.00	$ 38.95	$ 20.10	$ 1,596.95	$ 824.10
5	Colonia Park	170 N Juanita Ave	2	5.42	236,017	$ 1,357.00	$ 670.00	$ 33.93	$ 16.75	$ 1,390.93	$ 686.75
6	Community Center Park East	800 Hobson Way	2	5.46	237,963	$ 1,702.00	$ 916.00	$ 42.55	$ 22.90	$ 1,744.55	$ 938.90
7	Community Center West Park	801 Hobson Way	2	5.45	237,304	$ 1,205.00	$ 629.00	$ 30.13	$ 15.73	$ 1,235.13	$ 644.73
8	Connelly Park	2101 Bevra	1	1.85	80,668	$ 783.00	$ 490.00	$ 19.58	$ 12.25	$ 802.58	$ 502.25
9	Del Sol Park	1500 Camino Del Sol	2	11	479,247	$ 2,383.00	$ 1,131.00	$ 59.58	$ 28.28	$ 2,442.58	$ 1,159.28
10	Durley Park	800W Hill Street	3	6.52	284,004	$ 1,434.00	$ 679.00	$ 35.85	$ 16.98	$ 1,469.85	$ 695.98
11	Eastwood Park	1401 N F Street	1	3.79	165,086	$ 1,636.00	$ 904.00	$ 40.90	$ 22.60	$ 1,676.90	$ 926.60
12	Fremont Tot Park	1130 N M Street	1	0.44	19,059	$ 320.00	$ 209.00	$ 8.00	$ 5.23	$ 328.00	$ 214.23
13	Garden City Acres Park	5302 Cypress Road	4	3.85	167,730	$ 1,199.00	$ 630.00	$ 29.98	$ 15.75	$ 1,228.98	$ 645.75
14	Johnson Creek Park	501 East Johnson Road	4	7.46	324,808	$ 1,547.00	$ 790.00	$ 38.68	$ 19.75	$ 1,585.68	$ 809.75
15	Kohala Park	Kohala Street	2	1.01	43,948	$ 403.00	$ 309.00	$ 10.08	$ 7.73	$ 413.08	$ 316.73
16	Lathrop Park	600 E Guava Street	4	2.33	101,599	$ 808.00	$ 432.00	$ 20.20	$ 10.80	$ 828.20	$ 442.80
17	Lemonwood Park	2055 E San Mateo Place	4	7.43	323,808	$ 1,482.00	$ 718.00	$ 37.05	$ 17.95	$ 1,519.05	$ 735.95
18	Marina West	1300 S Novato Drive	3	5.65	246,020	$ 1,258.00	$ 611.00	$ 31.45	$ 15.28	$ 1,289.45	$ 626.28
19	Neptune Park	Neptune Square		1.24	43,560	$ 157.00	$ 100.00	$ 3.93	$ 2.50	$ 160.93	$ 102.50
20	Orchard Park	2130 Edelweiss Street	1	9.08	395,507	$ 1,816.00	$ 835.00	$ 45.40	$ 20.88	$ 1,861.40	$ 855.88
21	Oxnard Beach Park	1601 S Harbor Blvd	3	10.1	439,855	$ 5,834.00	$ 3,634.00	$ 145.85	$ 90.85	$ 5,979.85	$ 3,724.85
22	Plaza Park	500 S C Street	2	1.38	59,939	$ 595.00	$ 330.00	$ 14.88	$ 8.25	$ 609.88	$ 338.25
23	Pleasant Valley Park	4501 Justin Way	4	8.11	353,077	$ 1,907.00	$ 977.00	$ 47.68	$ 24.43	$ 1,954.68	$ 1,001.43
24	Rio Lindo Park	841 Blanca Street	1	6.34	276,202	$ 2,289.00	$ 1,276.00	$ 57.23	$ 31.90	$ 2,346.23	$ 1,307.90
25	Sea Air Park	2011 Ninth Street	3	7.2	313,433	$ 1,844.00	$ 924.00	$ 46.10	$ 23.10	$ 1,890.10	$ 947.10
26	Seaview Park	1001 Offshore Street	3	5.33	232,122	$ 1,880.00	$ 1,010.00	$ 47.00	$ 25.25	$ 1,927.00	$ 1,035.25
27	Sierra Linda Park	1040 Indigo Place	1	5	217,585	$ 1,412.00	$ 718.00	$ 35.30	$ 17.95	$ 1,447.30	$ 735.95
28	South Bank Park	2610 Woodside Place	1	5.66	246,371	$ 1,233.00	$ 611.00	$ 30.83	$ 15.28	$ 1,263.83	$ 626.28
29	Southwest Community Park	2500 W 5th Street	3	18.39	801,157	$ 3,845.00	$ 1,801.00	$ 96.13	$ 45.03	$ 3,941.13	$ 1,846.03
30	Southwest Community Park Ext	2500 W 5th Street	3	5.08	221,402	$ 714.00	$ 272.00	$ 17.85	$ 6.80	$ 731.85	$ 278.80
31	Southwinds Park	455 W Clara Street	4	5.91	257,499	$ 1,618.00	$ 817.00	$ 40.45	$ 20.43	$ 1,658.45	$ 837.43
32	Thompson Park	201 N Imperial Street	2	2.1	91,636	$ 731.00	$ 390.00	$ 18.28	$ 9.75	$ 749.28	$ 399.75
33	Via Marina Park	3301 Keel Way	3	11.11	483,916	$ 2,199.00	$ 1,010.00	$ 54.98	$ 25.25	$ 2,253.98	$ 1,035.25
34	Wilson Park	350 N C Street	2	1.69	73,573	$ 1,273.00	$ 828.00	$ 31.83	$ 20.70	$ 1,304.83	$ 848.70
35	Add Level "B" services to 52 additional dog waste containers per proposal dated 9/18/2023					$ -	$ 1,412.00	$ -	$ 35.30	$ -	$ 1,447.30
				193.2	8,404,935	$ 52,144.00	$ 28,672.00	$1,303.60	$716.80	$ 53,447.60	$ 29,388.80

Additional Services	
Turf Aeration	$ 512.50/ per acre
Spot Seeding	$ 3,491.15 / per acre
4 Man Crew Hourly Rate	$ 200.90 / per hour

Total Price for a 6-Month Extension>> $ 320,685.60 $ 176,332.80

Task #	Task	Frequency	Service Level		Quantity	Price
			A	B		
	Turf Maintenance					
1a	Aerate	Bi-Annually	X		195 acres	$ 41,380.00
		Annually		X	195 acres	$ 20,690.00
1f	Spot Seeding	Yearly	X		Cost per acre with min of 15	$ 51,090.00
		As needed		X	Cost per acre	$ 3,406.00
	Ferilization					
1b	Turf	Bi-Annually	X		195 acres	$ 45,290.00
		Yearly		X	195 acres	$ 22,645.00
2c	Shrubs, Ground Cover, Vines	Yearly	X		Within Parks	$ 1,300.00
		As needed		X	Within Parks	$ 650.00
	Loose Litter & Debris Removal					
3a	Loose Litter & Debris Removal	2 Days per week	X		Pick up and dispose of all litter and debris from the entire park 2 days a week. On Monday and Friday	$ 37,583.00
		1 Day per week		X	Pick up and dispose of all	$ 18,792.00
	Trash Can Service					
3b	Trash Can Service	Daily	X		Check all trash can daily	$ 263,076.00
		4 Days per week		X	Check all trash can four	$ 167,088.00
	Weed Control					
1d & 2d	Control and eradication of all weeds within park boundaries to street gutter	Daily	X		Within Parks	$ 123,132.00
		4 Days per week		X	Within Parks	$ 70,361.00
	Pruning					
2a & 2b	Shrubs, Ground Cover, Vines	Monthly	X		Within parks	$ 31,512.00
		Quarterly		X	Within parks	$ 25,200.00

Additional Services		
Turf Aeration	$500.00	per acre
Spot Seeding	$3,406.00	per acre
4 Man Crew Hourly Rate	$196	per hour

The period of performance anticipated for this agreement shall be for one year and 10 months, from September 12th, 2022 through August 31st, 2023 with an option to renew through June 30th, 2024 effective upon signature of an Agreement by both parties, unless terminated earlier. This optional annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements. Updated annual pricing must be submitted to the City in writing, no later than the June 30th preceding the renewal date. Increases shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles from the U.S. Bureau of Labor Statistics based on 12-month CPI-U for June. There is no obligation by the City to purchase any specified amount of goods or services during the entirety of the agreement.

Four Service Agreements with GreenCoast Landscapes Inc. for Landscape Maintenance Services for Citywide General Fund Parks

Public Works and Transportation Committee
April 8, 2025

Brandon Lopez
Parks Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute the following Agreements with GreenCoast Landscapes Inc. for an initial term of three years each from July 1, 2025, to June 30, 2028, with an option for two consecutive one-year period extensions ending June 30, 2030, for landscape maintenance services in City General Fund Parks:

1. Agreement 32500408 for a total amount not to exceed $913,000;
2. Agreement 32500409 for a total amount not to exceed $822,000;
3. Agreement 32500410 for a total amount not to exceed $1,827,000; and
4. Agreement 32500411 for a total amount not to exceed $1,008,000.

BACKGROUND

- Prior to the passing of Measure E, for Fiscal Year 2019-20, there was a reduction in staffing as a result of budget constraints. This included the elimination of 15 full-time Groundworker I/II positions from the Public Works Department.

- After the passing of Measure E in November 2020, staff created a plan for restoring maintenance of the citywide streets, landscapes, and parks. The intent of using contract services was to have the routine maintenance tasks conducted by a contractor.

- This allowed the eleven remaining Parks Maintenance staff members the flexibility to be assigned reactive and proactive tasks such as repairs that are outside of routine maintenance, as well as park facility improvements, renovating landscapes, and repairing and modernizing the irrigation systems.

BACKGROUND

- To provide equal level of service for the park maintenance, the City was divided into four contract areas consisting of eight parks in three of the contract areas and nine parks in one contract area.

- On June 29, 2021, the City Council approved Agreements A-8339, A-8340, A-8341, and A-8342 to Mariposa Landscapes, Inc. (Mariposa) as the lowest responsive bidder for each contract area.

- The scope of work for these Agreements provides basic routine mowing and debris removal within the General Fund parks. The total cost for all four Agreements was $2,405,000 for the three-year terms ending June 30, 2024.

BACKGROUND

- In September of 2022, the City bid and entered into a fifth Agreement (A-8483) with Mariposa for additional landscape services throughout all four park contract areas, that included additional trash and debris removal outside of the landscaped areas of the parks, trash can services, weed removal, fertilization, and “Additional Services”.

- The original total for this Agreement for “Additional Services” was not-to-exceed the total amount of $758,919 for a term ending June 30, 2024 and was approved by Council on September 6, 2022.

- On May 21, 2024, the City Council approved the Amendments for all five park landscape Agreements to increase the not-to-exceed value from $3,163,919 to $4,175,880 to cover the park maintenance services through June 30, 2025.

BACKGROUND

- This table shows the final monthly rates for the services in each region along with the additional services Agreement:

Region	Contractor/Agreement	Final Monthly Cost
1	Mariposa A-8339	$12,268
2	Mariposa A-8340	$11,094
3	Mariposa A-8341	$25,820
4	Mariposa A-8342	$14,286
Additional Service	Mariposa A-8483	$29,532
	TOTAL MONTHLY	**$93,000**

DISCUSSION

- On December 4, 2024, the City released a Request For Bid (RFB 25-62) for Landscape Maintenance Services in General Fund parks.

- Outreach efforts included direct notifications to five potential vendors, publication on www.PublicPurchase.com, and posting on the City's Purchasing website.

- The proposed Agreements include, turf management, shrub and groundcover pruning, hardscape cleaning, litter and debris removal, weed control, minor tree care, and the capacity for "Additional Services".

DISCUSSION

- The “Additional Services” contained within each of these Agreements are for landscape tasks that are outside of the scheduled maintenance scope of work for General Fund parks.
- The City currently uses multiple agreements with various landscape contractors to perform on-call landscape throughout the City. The fifth park maintenance Agreement with Mariposa, for on-call landscape maintenance services, will also expire in June 2025
- Therefore, staff has been consolidating these on-call landscape services into newly awarded landscape agreements.
- This will increase efficiency and eliminate the time required to solicit for new on-call landscape services.

DISCUSSION

- These “Additional Services” will only be performed with an approved Task Order from staff and verification of the approved contact costs and available funds.
- The current annual cost for the park’s “Additional Services” Agreement is $354,384 per year.
- The “Additional Services” for these new General Fund Park Maintenance Agreements are budgeted for each fiscal year.
- For the first year, the “Additional Services” for all four Agreements total $322,839 ($31,535 less than current Agreement).

DISCUSSION

- However, there is no guarantee to the contactor that these services will be requested or performed.
- Payment for these services will only be paid after a Task Order is issued and the requested service has been verified by staff as completed.
- On December 11, 2024, the City held a mandatory job walk with the potential bidders
- This allowed Staff to go over the expectations of the Scope of Services and provide clarification to contractors.

DISCUSSION

- Seven contractors attended the job walk.
- The deadline for proposal submissions was January 7, 2025, and the City received a total of seven proposals.
- GreenCoast Landscapes Inc. (“GreenCoast”) provided the lowest responsible bid in each of the four contact areas (Agreements).

DISCUSSION

- The monthly bid amounts from each contractor, to provide weekly services within all four park areas, are as follows:

Contractor	Monthly Bid Amount
GreenCoast Landscapes Inc.	$44,839.00*
Garcia's Landscape	$51,688.00*
Natural Green Landscape	$56,675.00*
Elite Maintenance	$61,627.00*
Four Seasons	$66,400.00*
JAS Landscape	$79,240.00*
Mariposa Landscapes	$90,895.99*

*Each contractor bid lower than the cost for the current Agreements, including the "Additional Services" Agreement.

DISCUSSION

- On January 16, 2025, Staff met with GreenCoast to ensure they were prepared and capable of meeting the requirements, as stated in the contract documents.

- Staff has confirmed that GreenCoast meets all the required City Contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.

- Additionally, GreenCoast currently has an Agreement with the City that provides landscape services for the Water, Wastewater, and Environmental Resources Divisions, as well as the Transportation Center.

DISCUSSION

- Since July 1, 2024, GreenCoast has performed these services in accordance with the Agreement.

- 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.

FINANCIAL IMPACT

- The total cost for all four Agreements with GreenCoast Landscapes Inc. shall not exceed $4,570,000 during the five-year terms.
- Funding for FY 2025-26 and subsequent fiscal years will be requested through the annual budget process.
- The not-to-exceed amount includes capacity for “Additional Services” for on-call landscaping services and increasing service frequencies.
- These services will only be authorized by staff through Task Orders

FINANCIAL IMPACT

- The Agreements allow for a price increase, through a written request with documentation to support the request, not to exceed 3% over the previous year.

- Therefore, these annual not-to-exceed amounts are calculated at the maximum of 3% per year, if authorized by the City.

CITY OF OXNARD CALIFORNIA

QUESTIONS