

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.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
June 24, 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: 891 3853 3278
3. Passcode: 200988

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

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

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

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

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

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 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 AND NON-ACTION ITEMS

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, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. 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 May 27 and June 10, 2025 regular meetings as presented.

Contact: Luly Lopez, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Annual Purchase Orders with Astra Backflow, Inc. for Backflow Equipment and Supplies. (10 minutes)

RECOMMENDATION: The Public Works and Transportation Committee recommends that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Astra Backflow, Inc. (Astra) for an initial term of one year from July 1, 2025, to June 30, 2026, with an option for four consecutive one-year period extensions ending June 30, 2030, for a total contract amount not to exceed \$860,000 for backflow equipment and supplies.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/Je5ohpBZXX8>

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement 32600002 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at 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 an agreement with Pirate California Holdings, LLC dba Pirate Staffing with an initial term of three years from July 16, 2025 through July 15, 2028, with an option for two one-year extensions ending July 15, 2030 for a total amount not to exceed \$1,250,000, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

Please click the following link to view the required Measure M pre-recorded presentation

video: https://youtu.be/sK_czHczzg8

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32500487 with Cragoe Pest Services, Inc. for Landscape Pest Control Services. (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 Cragoe Pest Services, Inc. with an initial term of three years from July 16, 2025 to July 15, 2028, with an option for two consecutive one-year period extensions ending July 15, 2030, and for a total amount not to exceed \$660,000 for landscape pest control services at City parks and other City landscaped areas.

Please click the following link to view the required Measure M pre-recorded presentation

video: https://youtu.be/ZAYy1_FU1BU

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Public Project Agreement 32600023 with BSN Construction Inc. for Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107. (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 BSN Construction Inc., in the amount of \$504,768 for the Project and approve a Project contingency amount of \$50,477 (~10%) for a total not to exceed value of \$555,245 for the Project.

Please click the following link to view the required Measure M pre-recorded presentation

video: https://youtu.be/Jq85AFX_O8A

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: June 24, 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 May 27 and June 10, 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 the Public Works and Transportation Committee for May 27 2025
2. Minutes of Public Works and Transportation Committee for June 10 2025 no meeting

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
May 27, 2025

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 7:04 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.

The flag salute was followed by a moment of silence in honor of former Mayor Thomas E. Holden who passed away on Monday, May 26, 2025.

Staff members present were Alexander Nguyen, City Manager; Michelle McCarron, Assistant City Attorney; Michael Wolfe, Public Works Director; and Lourdes A. López, City Clerk.

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Susan Hartzler (fireworks).

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the April 22, and May 13, 2025 regular meeting as presented. No public comments were received.

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

D. REPORTS

1. Public Works Department

SUBJECT: Agreement 32500490 with ehs International Inc. for Safety Training Services. (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 ehs International Inc. for an initial term of one year from July 1,

2025 to June 30, 2026, with the option for four consecutive one-year period extensions ending June 30, 2030, in the amount not to exceed \$1,550,000 for Safety Training Services.

Michael Wolfe, Public Works Director and Michelle McCarron, Assistant City Attorney presented and answered the Committee's questions. Discussion ensued among the Committee and staff.

No public comments were received.

It was moved by Member Basua, seconded by Member Teran, to approve the recommended action as presented. VOTE: Teran, Basua and Mc Arthur voted in favor; the motion carried 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 7:15 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
June 10, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
City Clerk

LUIS MC ARTHUR
Chair



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 24, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Annual Purchase Orders with Astra Backflow, Inc. for Backflow Equipment and Supplies. (10 minutes)

RECOMMENDATION

The Public Works and Transportation Committee recommends that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Astra Backflow, Inc. (Astra) for an initial term of one year from July 1, 2025, to June 30, 2026, with an option for four consecutive one-year period extensions ending June 30, 2030, for a total contract amount not to exceed \$860,000 for backflow equipment and supplies.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Je5ohpBZXX8>

BACKGROUND

All potable water systems are required to follow the cross-connection protection mandates under the State Water Resources Control Board Cross-Connection Control Policy Handbook (State's Handbook). The Water Division has implemented a Cross-Connection Control Program, in compliance with State requirements, which utilizes backflow prevention assemblies to protect the City's water distribution system. The assemblies prevent water that has been delivered to a customer through a water meter from re-entering the cityside of the system, thus protecting the City's system from contamination and pollution.

The Water Division currently manages the state-mandated testing compliance on over 11,156 backflow devices. In January 2021, the Water Division started maintaining approximately 673 City-owned backflow devices. This required the Water Division to seek funding and backflow-specific vendors to have the ability to purchase backflow equipment, parts and supplies for repair and replacement of City-owned backflow devices located throughout the City.

The State's Handbook specifies that all backflow assemblies must be tested at the time of installation, annually, after repairs, and after relocation. Customers who are required to have backflow devices, receive annual notices from the City with a testing due date. On July 1, 2025, the State's Handbook is set to require that all backflow assemblies that fail the field test are repaired or replaced by the backflow assembly owner within 30 days of notification of the failure.

Each fiscal year, departments and divisions require a quick and efficient method to procure goods required to accomplish their mission. As allowed by the City's Purchasing Policy, a Blanket Purchase Order (BPO) is an agreement established with a vendor to fill repetitive needs for goods such as backflow equipment and supplies.

The BPO utilizes the City’s full buying power by taking advantage of quantity discounts, while also saving administrative time and reducing paperwork. BPOs can be executed with an aggregate value of \$220,000, which is within the City Manager or its designee authority per the Purchasing Policy.

There is currently one vendor providing backflow equipment and supplies set up through an informal bid solicitation. The following summarizes recent Water specific purchase order information:

Vendor Name	Purchase Order	Purchase Order Start Date	Purchase Order End Date	NTE Value for Water (6083607)	Spent
Astra Backflow, Inc. (Informal Bid)	22500252	7/29/2024	6/30/2025	\$100,000	\$87,843
Astra Backflow, Inc. (Informal Bid)	22400920	4/29/2024	6/30/2024	\$45,000	\$41,357
Famcon Pipe & Supply (Citywide BPO)	22400057	7/01/2024	6/30/2024	\$31,230	\$30,641
Famcon Pipe & Supply (Citywide BPO)	8842	10/31/2022	6/30/2023	\$44,800	\$12,100
Ferguson US Holding (Citywide BPO)	8841	10/31/2022	6/30/2023	\$38,300	\$0.00
Famcon Pipe & Supply (RFB 22-42)	8463	1/18/2022	10/31/2022	\$200,000	\$26,009
Ferguson US Holding (RFB 22-42)	8464	1/18/2022	10/31/2022	\$200,000	\$4,545

Staff recommends a not-to-exceed (NTE) annual amount greater than before for the purchase orders to allow for potential price increases, due to the uncertainties around tariffs and to address a backlog of City-owned devices requiring testing. To provide for better efficiency and to ensure compliance with State regulations, in 2021, the Water Division began maintaining City-owned devices and billing the respective division or department. Starting on July 1, 2025, the State’s Handbook requires that all backflow assemblies that fail the field test are to be repaired or replaced within 30 days of notification of the failure. The cost of which will be borne by the owner of the device.

DISCUSSION

On March 3, 2025, the City issued a Request for Bid (RFB) PW 25-99 to solicit bids from vendors for backflow equipment, parts and supplies. The RFB was posted on the City's website and PublicPurchase.com. The following three vendors submitted bids by the closing date, March 24, 2025:

1. Astra Backflow, Inc. for a total bid amount of \$6,571.43
2. Famcon Pipe & Supply, Inc. for a total bid amount of \$7,827.34
3. Ferguson Waterworks for a total bid amount of \$9,824.83

Upon a full evaluation by the City’s Purchasing Division of the submitted bids, Astra Backflow, Inc. meets all required City contractual provisions. Based upon the available information, historical spending 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 of the purchase orders with Astra Backflow, Inc. shall not exceed \$860,000 if all term options are fully utilized. The funding for FY 2025-26 has been programmed in the Water Operating Fund (601) in the Fiscal Year 2025-26 Proposed Budget for City Council's consideration. Funding for subsequent fiscal years will be requested during the annual budget process. The estimated spending plan per fiscal year is as follows:

Estimated Spending Plan						
Account	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
6013607-52400	\$125,000	\$135,000	\$145,000	\$155,000	\$165,000	\$725,000
6013605-52400	\$10,000	\$13,000	\$16,000	\$19,000	\$21,000	\$79,000
6013600-52400	\$8,000	\$9,000	\$11,000	\$13,000	\$15,000	\$56,000
TOTAL	\$143,000	\$157,000	\$172,000	\$187,000	\$201,000	\$860,000

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Presentation

Annual Purchase Orders with Astra Backflow, Inc. for Backflow Equipment and Supplies

Public Works and Transportation Committee
June 24, 2025

Tim Beaman
Assistant Public Works Director

The Public Works and Transportation Committee recommends that the City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Astra Backflow, Inc. (Astra) for an initial term of one year from July 1, 2025, to June 30, 2026, with an option for four consecutive one-year period extensions ending June 30, 2030, for a total contract amount not to exceed \$860,000 for backflow equipment and supplies.

- The State Water Resources Control Board Cross-Connection Control Policy Handbook (State's Handbook) requires all potable water systems to follow the cross-connection protection mandates.
- Per the State's Handbook, all backflow assemblies must be tested at the time of installation, annually, after repairs, and after relocation.
- As of July 1, 2025, the State's Handbook will require that all backflow assemblies that fail the field test are repaired or replaced within 30 days of notification of the failure
- Over 11,156 backflow devices are located throughout the city which requires the ability to purchase backflow equipment, parts and supplies
- As of 2021, the Water Division maintains City owned devices, invoicing the respective division or department for any necessary repairs

- As allowed by the City's Purchasing Policy, a Blanket Purchase Order (BPO) is an agreement established with a vendor to fill repetitive needs for goods such as water infrastructure parts and supplies
- Astra Backflow, Inc. currently provides backflow equipment and supplies set up through an informal bid solicitation set to expired on June 30, 2025 with a not to exceed of \$100,000



- The City's Purchasing Department, on behalf of the Water Division, issued a Request for Bid PW 25-99 to solicit pricing from vendors
- Three submissions were received:
 - 1) Astra Backflow, Inc. for a total bid amount of \$6,571.43
 - 2) Famcon Pipe & Supply, Inc. for a total bid amount of \$7,827.34
 - 3) Ferguson Waterworks for a total bid amount of \$9,824.83
- Astra Backflow, Inc. was the lowest bidder and staff believes this vendor is capable of meeting the needs of the City for Backflow Equipment and Supplies



- Total cost of the purchase orders shall not exceed \$860,000 from July 1, 2025, through June 30, 2030
- Funding for these purchases has been programmed in the Proposed Budget for Fiscal Year 2025-26 and subsequent year allocations will be requested during the annual budget process



QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 24, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32600002 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at 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 an agreement with Pirate California Holdings, LLC dba Pirate Staffing with an initial term of three years from July 16, 2025 through July 15, 2028, with an option for two one-year extensions ending July 15, 2030 for a total amount not to exceed \$1,250,000, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/sK_czHczzg8

BACKGROUND

The Public Works Environmental Resources Division (ER) has traditionally relied on temporary staffing services to support its workforce in response to changing operational needs, staff vacancies, and urgent projects. These temporary staffing contracts have enabled the City to maintain consistent service delivery, manage periods of increased workload, and meet short-term staffing demands more efficiently than through standard recruitment processes.

The use of temporary staffing began as a practical solution to bridge gaps caused by retirements, extended leaves of absence, and recruitment delays. Over time, the City has used, when necessary, temporary staffing to ensure departments remain adequately staffed while permanent positions are being filled.

One key area where this need is especially prominent is ER, which is responsible for the City's solid waste, recyclable, and organic material collection services, as well as the operation of the Del Norte. ER operations rely on a workforce of over 180 employees across 25 job classifications to support the wide range of services expected from a full-service solid waste utility.

Certain positions within ER—specifically Maintenance Worker (Sorter), Maintenance Technician (Maintenance Worker Trainee), and Administrative Technician (Office Assistant)—have historically experienced high turnover. Recruitment for these roles is often ongoing, and vacancies can disrupt operational efficiency and daily scheduling. As a result, existing staff are frequently required to work overtime to meet service demands, which increases operational costs and staff fatigue.

To address these challenges and ensure service continuity, ER has utilized temporary staffing services for the past 11 years. Having access to temporary and supplemental labor through a qualified outside vendor enables ER to maintain cost-effective, uninterrupted operations during recruitment periods or unexpected staffing shortages.

The use of temporary staffing has been formalized through contracts with staffing agencies. These agreements have typically ranged in duration from one to three years, with contract amounts varying based on divisional/departmental needs and staffing levels. For example:

- A three-year agreement between ER and Pirate Staffing initiated on July 16, 2022, valued at \$800,000, and averaging approximately \$250,000 annually, provides supplemental labor services for Del Norte, including the solid waste and recycling collection program and Materials Recovery Facility (MRF);
- A two-year agreement between ER and Select Staffing valued at \$1,600,000 initiated on January 7, 2014, for supplemental labor services for the Del Norte facility, including the solid waste and recycling collection program and MRF.

ER's continued use of temporary help contracts remains a practical and cost-effective approach to addressing workforce challenges, minimizing service disruptions, and supporting essential public operations.

DISCUSSION

On January 23, 2025, the City's Purchasing Department issued a formal Request for Proposal (RFP) 25-87 for Temporary Labor Services for ER. The RFP was sent directly to nine potential vendors, with an additional 49 vendors that were invited based upon their classification or were self-invited through the Public Purchase website: www.PublicPurchase.com, as well as the City's Purchasing website. Proposals were due March 6, 2025, and a total of 10 proposals were received.

An evaluation committee from the Environmental Resource Division including a Material Recovery Facility Supervisor, two Environmental Resources Services Administrative Assistants, and Human Resource Administrative Services Analyst, reviewed, evaluated and determined Pirate California Holdings, LLC dba Pirate Staffing (Pirate Staffing) to be the highest-ranked proposer based on the scoring criteria listed in the RFP. Scoring criteria consisted of Qualification and experience, ability and history in providing the requested services for public agencies of similar size, population and need of the City, and overall responsiveness and completeness of the proposed scope of work. Additionally, the awarded vendor meets all required City contractual provisions, including possession of a City Business Tax Certificate, City's living wage policy, 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 recommended vendor is capable of successfully performing temporary and supplemental labor services at the Del Norte.

For FY 2025, the following hourly rates for regular-time (reg) / overtime (OT) for the noted positions are included in this agreement: Maintenance Worker (Sorter): \$30.96 (reg) / \$46.44 (OT); Maintenance Technician (Maintenance Worker Trainee): \$30.96 (reg) / \$46.44 (OT); and Administrative Technician (Office Assistant): \$29.35 (reg) / \$44.03 (OT). Rates for future fiscal years can be found on page 30 of Agreement 32600002 listed as "Exhibit B" titled: "SCHEDULE OF COMPENSATION."

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The total cost for this agreement with Pirate Staffing shall not exceed \$1,250,000 through July 15, 2030, if all years are extended. There is no minimum hours for services rendered by Pirate Staffing. No temporary or supplemental worker providing services under this Agreement shall work more than 960 hours during a fiscal year.

Funding for FY 2025-26 has been requested in the Environmental Resources Fund (631) Proposed Budget for Council consideration. Funding for subsequent fiscal years will be requested during the annual budget process.

Pirate California Holdings, LLC dba Pirate Staffing - Spending Plan						
Fund	FY 25-26	FY 26-27	FY 27-28	FY 27-28	FY 29-30	TOTAL
Environmental Resources: 6313630-53200	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000

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

ATTACHMENTS

1. Agreement No. 32600002
2. Prior Agreement A-8444 Schedule of Compensation
3. Presentation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PIRATE CALIFORNIA HOLDINGS, LLC
DBA PIRATE STAFFING**

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Pirate California Holdings, LLC dba Pirate Staffing ("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. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for temporary & supplemental labor for general services. Service Provider will perform work at the Del Norte Facility.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this 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

Pirate California Holdings, LLC dba Pirate Staffing, a LLC of the State of California, located at 3475 Saviers Road, Oxnard, California 93033

4. TERM OF AGREEMENT: From: July 16, 2025 To: July 15, 2028

- A. Time is of the essence in this Agreement.
- B. 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 On-Call General Services Agreement.

- 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 Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,250,000.00¹

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-B
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy
- Exhibit F: Iran Contracting Certification

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

City Designated Representative Name: Eric Zetz Title: Maintenance & Operations Manager Phone: 805-385-7957 Email: eric.zetz@oxnard.org Address: 111 South Del Norte Blvd. Oxnard, California 93030	Service Provider Designated Representative Name: Luis Lorenzana Title: Branch Manager Phone: 805-486-7175 Email: oxnard@piratestaffing.com Address: 3475 Saviers Road Oxnard, California 93033
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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 PREREQUISITES. 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.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. 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.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as 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 and are 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.

10. COMPENSATION. City shall pay Service Provider 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." Service Provider's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Service Provider 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. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price

adjustments. Adjustments are subject to approval by the City. Any allowable request for 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.

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

- A. 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.
- B. 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.
- C. 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.
- D. 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

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 Service Provider 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 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.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service

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

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

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

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

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

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

- A. 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.
- B. 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.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; 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.
- 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. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. 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.
- 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 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 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. 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.

- A. 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 Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement. Service Provider's 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 and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.
- B. 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

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 negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

- C. 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.
- D. 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. 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 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 (\$1,000,000.00) 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 (\$1,000,000.00) 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. SUBCONTRACTING. If Service Provider 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. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

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

- 33. DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.
- 34. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 35. ADVERTISING AND PUBLICITY.** Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 36. NONDISCRIMINATORY EMPLOYMENT.** Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration

status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.

- 37. FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.
- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

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

45. ACKNOWLEDGEMENT. By signing below, Service Provider acknowledges that it has reviewed the City's General 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 4 and upon signature of all Parties.

CITY OF OXNARD

**PIRATE CALIFORNIA HOLDINGS, LLC
DBA PIRATE STAFFING**

☒ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates,³
Purchasing Manager

Erika Loza, District Manager _____ Date

Richard Abraham
District Manager⁴ _____ Date

ATTEST:

Lourdes A. López, CITY Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date
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

GENERAL SERVICE AGREEMENT (City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

SCOPE OF SERVICES

PROJECT MANAGER: Maria Martinez / 805-385-8069 / maria.martinez@oxnard.org

General Specifications

The Service Provider must provide temporary and supplemental labor services for the following positions: **Sorter**, **Maintenance Worker Trainee**, and **Office Assistant I**. Duties and responsibilities for each position are contained in the following attachments:

Attachment D - Sorter

Attachment E - Maintenance Worker Trainee

Attachment F - Office Assistant I

BACKGROUND REPORT AND SAFETY TRAINING

The Service Provider, at its sole expense, shall provide the City with a complete background report on each temporary employee eligible for a temporary assignment with the City, including, but not limited to, the results of a drug and alcohol screening. A Live Scan screening, or equivalent, must be provided prior to the start of each temporary assignment. Service Provider shall also provide the City with a report of the safety training given to Service Provider's employees prior to the commencement of a temporary assignment.

The Service Provider, at its sole expense, must offer tetanus and hepatitis A and B vaccinations to all employees prior to the commencement of an assignment with the City. Service Provider must keep accurate records documenting offer, acceptance, or decline by each employee.

HAZARDOUS WASTE

Incidental hazardous waste (i.e., pesticides, liquids, cleaning fluids, gases, and sludges) may be present in the waste and materials accepted by Del Norte. Trained Sorters should recognize and recover such material from the waste stream. The City will designate areas for temporary storage of recovered hazardous waste. The City will solely be responsible for the removal of the recovered hazardous waste and for its

proper recycling, treatment, and/or disposal.

GENERAL CONDITIONS

The Service Provider shall designate a start time for each of its employee's work hours. However, the start times are at the discretion of the City and can be altered with a one (1) day notice to the Service Provider. In the event of unusual circumstances, such as power failure, backlog, mechanical failure, lack of material, or lack of work, the City can, with one (1) hour notice, halt the use of the Service Provider's employees without incurring any additional liability to the City. The Service Provider shall

be entitled to compensation only for the hours actually worked, including the one (1) hour notice.

It is expected that the Service Provider's hourly employees will be retained for a full-time workweek. However, the City is unable to guarantee the Service Provider a minimum number of hours. Service Provider employees working full time shall have two (2) paid fifteen (15) minute break periods and a one

(1) unpaid thirty (30) minute meal period, per an eight (8) hour workday. Break periods for workdays less than eight (8) hours shall be granted based on the length of the work shift.

The City will provide the Service Provider with a mutually acceptable location to place the Service Provider's employee time clock. The City will provide, at its sole expense, a 110-volt electrical outlet for the Service Provider's time clock. The Service Provider shall provide and maintain, at its sole expense, its time clock. Time clock records shall be made available for City review. In the event of a time clock malfunction, the Service Provider shall be notified immediately by City staff. The time card for each employee shall accurately state the time billable to the City.

The Service Provider's authorized representative and City Project Manager, as identified in the Agreement, shall sign each time card.

Del Norte's hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

QUALIFICATIONS

Service Provider's employees shall have appropriate knowledge of safe work practices, particularly for working around operating mobile and stationary mechanical equipment. Service Provider employees shall be trained in Del Norte's health and safety procedures prior to start of work. The Service Provider shall conduct background checks of all

candidates prior to starting work, per the "BACKGROUND AND SAFETY TRAINING" section above.

The City reserves the right to reject or discharge any Service Provider employee without cause.

Service Provider's employees shall be required to speak, read, and write in English. Bilingual skills in Spanish are highly desirable.

HEALTH AND SAFETY

The City shall make reasonable provisions for the health and safety of Service Provider's employees during their assignment. Health and safety rules will be enforced according to a zero tolerance rule. The City shall provide all protective devices, Personal Protective Equipment (PPE), and other safety equipment necessary to protect the Service Provider's employees from injury, with the exception of foot protection. The Service Provider shall be responsible for furnishing foot protection, such as steel-toe or composite toe shoes or boots, to its employees. The City shall ensure that

Service Provider's employees are properly utilizing City safety equipment. Violations will not be tolerated and may result in discharge.

Whenever a Service Provider employee is required to wear a specified type of uniform or article of clothing, the City shall assume the cost of furnishing, laundering, or cleaning the same.

The City shall provide health and safety orientation and periodic safety training to Service Provider's

employees working at Del Norte. Training for all Service Provider's employees may consist of, but is not limited to, injury and illness prevention, PPE, blood borne pathogens, hazardous waste materials identification, hearing conservation program, confined space program, forklift, manlift, loader and excavator training, and any other required training to comply with OSHA regulations. All City provided training and costs are the responsibility of the City. Training is performed during working hours. Additionally, the Service Provider will have access to use Del Norte's conference or lunch rooms to conduct safety training unique to the Service Provider. The City is required to supply, operate, and maintain its own safety equipment.

The City shall inform the Service Provider and provide a remedy if any Service Provider employee may be working unsafely, or is not wearing proper PPE. Violations may result in discharge. While at Del Norte, Service Provider's employees shall observe all necessary site safety rules in performing the work and obey all traffic safety signs

and/or other posted directions at the Facility. The City shall ensure that Service Provider's employees comply with all safety programs and policies, including the wearing of PPE. At all times, while working at Del Norte, Service Provider's employees shall wear appropriate work clothing and safety equipment necessary to represent the City properly and protect themselves from injury and other potential workplace exposures or hazards. The City shall not allow any Service Provider employee not dressed in required uniform and PPE to work at Del Norte. The use of cell phones, earphones, or other electronic devices shall not be permitted while Service Provider's employees are on duty.

Service Provider's employees shall follow Del Norte's work policies: security, appropriate use of equipment, harassment in the workplace, violence in the workplace, and drug-free workplace. The City shall provide Service Provider a copy of the aforementioned policies upon award of Agreement. For the purposes of this bid, the Service Provider shall provide the City with copies of its harassment in the workplace, violence in the workplace, drug-free workplace policies, as well as all Affordable Care Act compliance documentation. The Service Provider agrees that its labor force is employed by the Service Provider and, as such, is not subject to any and all benefits provided to regular City employees.

DISCHARGE, WARNING, AND PROTEST

The City shall be the sole judge of the qualifications and competency of the Service Provider's employees at Del Norte and may discharge any employee deemed unsatisfactory, at any time. The Service Provider may discharge or otherwise discipline its employees for any reason it determines. The Service Provider shall have the discretionary right to dismiss any employee who does not conform to the Service Provider's policies, rules, or standards. The City reserves the right to point out deficiencies or misconduct of Service Provider's employees that may impact Del Norte's operations. It is the Service Provider's responsibility to follow-through by taking corrective measures to remedy any deficiencies or misconduct. The Service Provider shall ensure that dismissed employees will not return to, interview for, or work in any position at Del Norte.

INVOICING

The Service Provider shall submit an invoice to the City for each temporary employee assigned to the Facility, by the fifteenth (15) day of each month, for the previous month's labor services. Each invoice shall detail each temporary employee's number of hours worked, and the rate set forth in the Agreement. Each monthly invoice shall be accompanied by a copy of the temporary employee's time cards, signed by the City. Each monthly invoice shall also indicate the status of the last three (3) monthly invoices

issued by Service Provider to the City; status should indicate whether the invoice is paid or unpaid.

REPORTING REQUIREMENTS

The Service Provider shall designate a sole lead contact who will be responsible as the Service Provider's site

supervisor. Service Provider shall provide City with the supervisor's office and cell phone numbers and e-mail address. The City will make all necessary job assignment requests or job task changes through the Service Provider's designated site supervisor. This site supervisor must be reachable 24 hours per day, 365 days per year. If off-site, the supervisor shall respond to the City within two (2) hours of the City's call, text or email.

NUMBER OF FACILITY EMPLOYEES SUBJECT TO CHANGE

The City has full discretion of Del Norte's hours of operation and number of Service Provider employees it shall utilize. The assignment start times and number of Service Provider employees working in each job classification are subject to change by the City.

MAINTENANCE OF RECORDS

Service Provider employee records for time keeping, onsite training for job skills, and safety training shall be maintained by the Service Provider. These records shall be made available to the City, OSHA, and other regulatory agencies upon request, including all OSHA 300-related documentation. Upon completion or termination of the Agreement, these records shall be turned over to the City.

COOPERATION WITH OTHERS

The Service Provider shall not willfully or unnecessarily interfere with Del Norte's operations and systems, nor with the City personnel engaged in site operation or equipment maintenance and repair, nor with any other parties performing services at Del Norte. All formal communications shall take place only between the City's designee and the Service Provider's site supervisor and backup, except in an emergency.

PAYROLL CHECKS AND REPORTS

Service Provider's employees shall be paid in full weekly or bi-weekly, with a check that includes pay for all hours worked during that previous week, less required deductions and the employee's authorized deductions. The Service Provider shall produce certified

payroll records within one (1) week upon receiving a written request from the City. Payments for all unused, accrued vacation time and sick leave time for each calendar year shall be paid to the Service Provider's employees within thirty (30) days of the end of the calendar year, or upon termination or voluntary leave by the employee.

Upon written request, the City may audit or inspect any and all Service Provider payroll records relating to the work pursuant to the Agreement. The Service Provider shall maintain all payroll records and time reports throughout the term of the Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS

The Service Provider shall comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances, including, but not limited to, environmental, labor, and safety laws; rules, regulations, ordinances, and site permit requirements.

The Service Provider, at its sole expense, shall be responsible for handling all worker compensation injury claims. The Service Provider will be expected to cooperate with the City on all investigations, claims, or root cause investigations. The City shall have access to copies of all information related to workers' compensation claims, except where prohibited by the laws of the Health Insurance Portability and Accountability Act (HIPAA).

ATTACHMENT D

DUTIES AND RESPONSIBILITIES: SORTER

DESCRIPTION:

Under general supervision, performs the full array of duties assigned, including processing and separating by hand various materials in a safe and efficient manner, from material piles on the Materials Recovery Facility (“MRF”) tipping floor, or on a moving conveyor. Maintains a clean and hazard-free work area, demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties. Assists, occasionally, in training newer assigned staff and performs other related duties as assigned.

In addition to the abovementioned duties, the MRF Sorter may be required to direct vehicle traffic on the tipping floor, report any equipment malfunctions and follow standard operating procedures (SOPs).

SUPERVISION RECEIVED/EXERCISED:

General supervision is provided by an Environmental Resources Supervisor and the Environmental Resources Superintendent / Manager, or designee.

ESSENTIAL FUNCTIONS:

(including but not limited to the following)

Sorts and segregates by hand recoverable materials (e.g., aluminum, plastic, glass, paper, etc.) from incoming waste or green waste material, from material piled on the tipping floor or, on a moving conveyor.

Deposits recoverable materials safely and efficiently into appropriate containers; places separated material into appropriate piles or containers.

Assists other sorters on an as-needed basis with heavy or bulky items.

Assists customers with unloading vehicles in the self-haul area.

Follows all City safety policies and procedures, including wearing personal protective equipment (PPE) at all times and stopping the conveyor belt in emergency situations.

Inspects incoming loads for unacceptable waste, removes unacceptable items as required and arranges for handling through appropriate processes, or by notifying appropriate staff.

Communicates with equipment operators regarding incoming loads of special waste or other loads that require special attention.

Maintains a clean workstation and area.

Performs minor maintenance on equipment as necessary.

Empties and cleans waste or material receptacles.

Maintains assigned equipment and work area in a clean and orderly manner.

Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the classification)

Education and/or Experience:

The education, experience, knowledge, skills and abilities for an Environmental Resources MRF Sorter include: equivalence of a high school diploma and six (6) months of experience in MRF sorting or related work.

License/Certificate:

Possession of, or ability to, obtain a class "C" California driver license.

KNOWLEDGE, ABILITIES, AND SKILLS:

(The following are a representative sample of the knowledge, skills, and abilities necessary to perform essential duties of the position)

Knowledge:

Operations and SOPs of a MRF, use and minor maintenance of hand and power tools and equipment, cleaning supplies and equipment, operational characteristics of MRF standard equipment, occupational hazards and standard safety practices, methods and techniques for maintaining a safe and clean working environment.

Skills:

Operate standard MRF sorting equipment including, but not limited to, emergency shut-off equipment, brooms, shovels, mops, vacuum cleaners and other hand tools used in the separation of materials.

Ability:

Plan, organize and conduct work assignments, identify conditions that are unsafe and act upon them, respond courteously to needs of customers and coworkers, analyze and evaluate new and existing methods and SOPs, make adjustments to standard methods and procedures as appropriate, work independently, respond to issues and concerns of the staff, communicate clearly, understand and follow instructions, direct traffic with hand signals and hand-held flash lights, establish and maintain effective working relationships, spot and troubleshoot emerging safety issues in real time and report same.

WORKING CONDITIONS:

Position requires sitting, standing for long periods of time, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires both near and far vision when reading gauges, inspecting work and operating assigned equipment. Lifting, carrying and pushing tools, equipment and supplies weighing 50 pounds or more, are required. The Sorter may work outdoors in all weather conditions including wet, hot, and cold. Sorters use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. Sorters are exposed directly to municipal solid waste and are expected to work in noisy, dusty environments and may be exposed to pollen. Sorters are required to wear breathing apparatus, dust masks, hearing protection and other safety equipment in the regular course of duties. The Sorter may be exposed to bio-hazards, insecticide spray, industrial cleaning chemicals, paint, and may be assigned to work in confined spaces. The nature of the work also requires the Sorter to climb ladders, use power and noise producing equipment, and often work with constant distractions and interruptions.

ATTACHMENT E

DUTIES AND RESPONSIBILITIES: MAINTENANCE WORKER TRAINEE

DESCRIPTION:

Under direct supervision, performs routine and unskilled maintenance, repair, and related duties as required.

DISTINGUISHING CHARACTERISTICS:

Work performed at this level is routine, unskilled, and often repetitive in nature. Work is closely supervised, and changes or deviations are thoroughly explained in detail.

SUPERVISION RECEIVED/EXERCISED:

Direct supervision is provided by the Senior Facilities Maintenance Worker. Maintenance Worker Trainees do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:

(include but are not limited to the following)

Performs unskilled, manual labor for Del Norte.

Picks up scattered trash, rubbish, and debris.

Digs post holes, ditches, and trenches.

Repairs fences, walls, and related appurtenances.

Cleans storm drains, catch basins, waterways, roadsides, and gutters.

Assists in planting, removing, and maintaining a variety of landscaping and shrubbery.

Cleans restrooms, fountains, and other publicly accessible areas.

Assists in repairing sidewalks, curbs, gutters and walkways.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the Maintenance Worker Trainee position)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Maintenance Worker Trainee. No experience is required for this level. Experience in the performance of related work is desirable.

License/Certificate:

Possession of a valid unrestricted class C California driver license is required. Depending on assignment, additional certifications and licenses may be required.

KNOWLEDGE, ABILITIES, AND SKILLS:

Knowledge:

Use and proper care for a variety of hand tools; safe and efficient work practices; techniques and materials used in general maintenance and repair; operations and maintenance of a wide variety of construction hand and power tools and equipment; safe work methods and safety regulations pertaining to the work.

Skills:

Operate a variety of small hand tools and equipment used in street maintenance and repair.

Ability:

Perform heavy and routine manual labor; understand and follow instructions; learn to operate tools and simple equipment in a variety of maintenance activities; learn to and operate a variety of vehicular and mechanical equipment in a safe and efficient manner; learn to read and maintain related machinery as needed; learn safety operations and traffic flagging; exercise independent judgment and initiative within established guidelines without close supervision.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the Maintenance Worker Trainee works in all weather conditions including wet, hot, and cold. The Maintenance Worker Trainee may use cleaning and lubricating chemicals which may expose the Maintenance Worker Trainee to fumes, dust, and air contaminants. The nature of the work also requires the Maintenance Worker Trainee to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment as needed, work in heavy vehicle traffic conditions and often work with constant interruptions.

ATTACHMENT F

DUTIES AND RESPONSIBILITIES: OFFICE ASSISTANT I/II

DESCRIPTION:

Under general supervision of the Departmental management or designee, performs a variety of office support and clerical tasks such as greeting the public, maintaining files, processing forms and distributing documents and reports; performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Office Assistant I** is the entry-level class for this clerical series. Incumbents, in this classification, are expected to learn department and/or office procedures and policies and apply these appropriately to various office situations. This class is distinguished from the next higher level of Office Assistant II by the latter's responsibility for more complex assignments and the ability to work independently with little or no direct supervision. This classification provides general clerical support to the assigned work unit or departmental program.

The **Office Assistant II** is the journey level classification for the series. Incumbents at the II level perform clerical support functions as assigned with little or no direct supervision.

SUPERVISION RECEIVED/EXERCISED:

General supervision is provided by an Environmental Resources Supervisor and the Environmental Resources Superintendent / Manager, or designee.

ESSENTIAL FUNCTIONS:

(including but not limited to the following)

Receives and screens callers, evaluates and responds to inquiries regarding departmental services or official notices; refers callers to appropriate individuals and or offices; provides information to the public and employees; distributes and explains forms or written informational materials; takes messages, requests, and/or maintains appointment calendar, schedules meetings and activities for City staff and/or the public.

Assists in the preparation and distribution of agenda packets and agenda packet materials.

Assists other sorters on an as-needed basis with heavy or bulky items.

Receives and processes fees, fines or other money; prepares receipts and balances money received.

Performs general office support activities such as opening and distributing mail, processing outgoing mail and ordering office supplies.

Establishes and maintains general file and/or automated record-keeping systems; assigns alpha and/or numeric identification codes; sorts and files information; purges files; posts information to records and files to update information and documents activity transactions; conducts file search to locate misplaced documents, compiles data and/or research information.

Prepares a variety of documents such as reports, letters and contracts from handwritten, typed or voice-recorded copy; proofs and corrects copy for grammar, spelling, punctuation and conformance with established guidelines; collates and binds copies of documents produced; distributes documents.

Assists in processing time sheets, payroll/personnel transactions, claims and purchase orders/requisitions; maintains workload statistics, mileage records, supplies and fixed assets.

Takes and prepares informal meeting notes and minutes; assists in report and budget request preparation; establishes and documents clerical operational and work methods procedures.

Maintains office equipment and facilities; requests and follows up on building maintenance and custodial services; operates and performs routine preventative maintenance on office machines including data/word processors, copiers, field dispatch equipment, etc.

Coordinates with government-funded programs to locate free assistance.

Receives incoming telephone and voice radio calls, secures and records information and uses radio to dispatch necessary City services.

Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.

Assists in making and confirming travel arrangements; requests travel advances; compiles expense reports.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the classification)

Education and/or Experience:

The education, experience, knowledge, skills and abilities for an Office Assistant I include: the equivalent to a high school diploma.

The education, experience, knowledge, skills and abilities necessary for an Office Assistant II include: the equivalent to a high school diploma and at least six (6) months of office experience in the City of Oxnard.

Some positions may require the ability to speak, read and/or write Spanish and English or other combinations of bilingual skills.

License/Certificate:

Possession of, or ability to, obtain a class "C" California driver license.

KNOWLEDGE, ABILITIES, AND SKILLS:

(The following are a representative sample of the knowledge, skills, and abilities necessary to perform essential duties of the position)

The level and scope of the knowledge and abilities listed below vary according to the I versus II levels distinguished above.

Knowledge:

Standard office and administrative policies and procedures; specified computer applications involving word processing, data entry, database access and/or standard report generation; business arithmetic; standard office practices and procedures, including filing and the operation of standard office equipment, including a computer and applicable software; business letter writing and the standard format for typed materials; methods

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and techniques for basic report preparation and writing; record keeping principles and practices; correct business English, including spelling, grammar and punctuation; depending on assignment, knowledge of accounting, clerical, construction, legal and computer operation terminology may be required; administrative procedures affecting inventory, purchasing, accounting and personnel/payroll transactions.

Skills:

Operate an office computer Point of Sales (POS) devices, and a variety of word processing, financial transaction and software applications; operate a variety of automated office machinery and equipment including printer, typewriter, calculator, facsimile machine, copier, multi-line telephone systems, etc.; type at a net 30 words per minute.

Ability:

Provide general clerical support to a specialized work unit, read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents and procedures in the course of the work; use sound judgment in following and applying appropriate laws, regulations, policies and procedures; learn the policies, procedures and guidelines of the department to which assigned in a timely manner; maintain accurate office files; make accurate arithmetic calculations in the receipt of moneys; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; make adjustments to standard operating procedures as is appropriate and as approved by senior staff; work independently; understand and follow instructions; plan, organize and direct the work of subordinate staff; establish and maintain effective working relationships.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data on the computer, and acute hearing is required when providing phone service and communicating in person. The need to lift, drag, and push files, computer reports or other materials weighing up to 25 pounds also is required.

EXHIBIT B

GENERAL SERVICE AGREEMENT
(City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

SCHEDULE OF COMPENSATION

Position	Temporary Employee's Hourly Rate	Hourly Bill Rate Payable to Vendor	% Markup (included in hourly bill rate payable to vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Markup (included in overtime hourly bill rate payable to vendor)
Sorter						
FY-2025	\$20.04	\$30.96	1.5448%	\$30.06	\$46.44	1.5448%
FY-2026	\$20.58	\$31.79		\$30.87	\$47.69	
FY-2027	\$21.14	\$32.66		\$31.71	\$48.99	
Maintenance Worker Trainee						
FY-2025	\$20.04	\$30.96	1.5448%	\$30.06	\$46.44	1.5448%
FY-2026	\$20.58	\$31.79		\$30.87	\$47.69	
FY-2027	\$21.14	\$32.66		\$31.71	\$48.99	
Office Assistant I/II						
FY-2025	\$20.04	\$29.35	1.4648%	\$30.06	\$44.03	1.4648%
FY-2026	\$20.58	\$30.15		\$30.87	\$45.22	
FY-2027	\$21.14	\$30.97		\$31.71	\$46.45	

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)**

INSURANCE REQUIREMENTS

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

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. 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 by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[illegible]

[illegible]

EXHIBIT D

GENERAL SERVICES AGREEMENT (City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

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, 2025**

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 E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, 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

GENERAL SERVICES AGREEMENT (City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

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

GENERAL SERVICES AGREEMENT
(City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

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/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed):

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 institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed):

Federal ID Number (or n/a):

By (Authorized Signature):

Printed Name & Title of Person Signing:

Date Executed

Executed in the County of _____ in the State of _____

RATES AND COSTS EXHIBIT A-1

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	%Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	%Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Maintenance Worker Trainee	\$19.51	\$30.14	54.5%	\$29.26	\$45.21	54.5%
Sorter	\$19.51	\$30.14	54.5%	\$29.26	\$45.21	54.5%
Office Assistant I/II	\$19.51	\$28.58	46.5%	\$29.26	\$42.87	46.5%

RATES AND COSTS EXHIBIT

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Sorter	\$16.89	\$28.58	69.20%	\$25.34	\$42.87	69.20%
Maintenance Worker Trainee	\$16.89	\$28.58	69.20%	\$25.34	\$42.87	69.20%
Office Assistant I/II	\$16.89	\$23.24	37.57%	\$25.34	\$34.86	37.57%

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.

Agreement Number 32600002 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at the Del Norte Regional Recycling and Transfer Station

Public Works and Transportation Committee
June 24, 2025

Eric Zetz
Environmental Resources Division Manager

That the Public Works and Transportation Committee recommend that the City Council authorize the Mayor to execute an Agreement with Pirate California Holdings, LLC dba Pirate Staffing with an initial term of three years from July 16, 2025 through July 15, 2028, with an option for two one-year extensions ending July 15, 2030 for a total amount not to exceed \$1,250,000, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

- The Public Works Environmental Resources Division (ER) has traditionally relied on temporary staffing services to support its workforce in response to changing operational needs, staff vacancies, and urgent projects
- These temporary staffing contracts have enabled the City to maintain consistent service delivery, manage periods of increased workload, and meet short-term staffing demands more efficiently than through standard recruitment processes

- The use of temporary staffing began as a practical solution to bridge gaps caused by retirements, extended leaves of absence, and recruitment delays. Over time, the City has used, when necessary, temporary staffing to ensure departments remain adequately staffed while permanent positions are being filled.
- One key area where this need is especially prominent is ER, which is responsible for the City's solid waste, recyclable, and organic material collection services, as well as the operation of the Del Norte.
- ER operations rely on a workforce of over 180 employees across 25 job classifications to support the wide range of services expected from a full-service solid waste utility.

- Certain positions within ER—specifically Maintenance Worker (Sorter), Maintenance Technician (Maintenance Technician Worker Trainee), and Administrative Technician (Office Assistant)—have historically experienced high turnover
- Recruitment for these roles is often ongoing, and vacancies can disrupt operational efficiency and daily scheduling. As a result, existing staff are frequently required to work overtime to meet service demands, which increases operational costs and staff fatigue.
- To address these challenges and ensure service continuity, ER has utilized temporary staffing services for the past 11 years.

- The use of temporary staffing has been formalized through contracts with staffing agencies. These agreements have typically ranged in duration from one to three years, with contract amounts varying based on divisional/departmental needs and staffing levels

For example:

- A three-year agreement between ER and Pirate Staffing initiated on July 16, 2022, valued at \$800,000, and averaging approximately \$250,000 annually, provides supplemental labor services for the Del Norte, including the solid waste and recycling collection program and Materials Recovery Facility (MRF);
- A two-year agreement between ER and Select Staffing valued at \$1,600,000 initiated on January 7, 2014 for supplemental labor services for the Del Norte facility, including the solid waste and recycling collection program and MRF

- ER's continued use of temporary help contracts remains a practical and cost-effective approach to addressing workforce challenges, minimizing service disruptions, and supporting essential public operations

- On January 23, 2025, the City's Purchasing Department issued a formal Request for Proposal (RFP) 25-87 for Temporary Labor Services for ER
- The RFP was sent directly to nine (9) potential vendors, with an additional forty-nine (49) vendors that were invited based upon their classification or were self-invited through the Public Purchase website: www.PublicPurchase.com, as well as the City's Purchasing website. Proposals were due March 6, 2025, and a total of ten (10) proposals were received.

- An evaluation committee from the Environmental Resource Division including a Material Recovery Facility Supervisor, two Environmental Resources Services Administrative Assistants, and Human Resource Administrative Services Analyst, reviewed, evaluated and determined Pirate California Holdings, LLC dba Pirate Staffing (Pirate Staffing) to be the highest-ranked proposer based on the scoring criteria listed in the RFP.
- Scoring criteria consisted of qualification and experience, ability and history in providing the requested services for public agencies of similar size, population and need of the City, and overall responsiveness and completeness of the proposed scope of work.

- Additionally, the awarded vendor meets all required City contractual provisions, including possession of a City Business Tax Certificate, City's living wage policy, 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 recommended vendor is capable of successfully performing temporary and supplemental labor services at the Del Norte.

- For FY 2025, the following hourly rates for regular-time (reg) / overtime (OT) rates for the noted positions are included in this agreement: Maintenance Worker (Sorter): \$30.96 (reg) / \$46.44 (OT); Maintenance Technician (Maintenance Worker Trainee): \$30.96 (reg) / \$46.44 (OT); and Administrative Technician (Office Assistant): \$29.35 (reg) / \$44.03 (OT).
- Rates for future fiscal years can be found on page 30 of Agreement 32600002 listed as “Exhibit B” titled: “SCHEDULE OF COMPENSATION.”

FINANCIAL IMPACT

- The total cost for this agreement with Pirate Staffing shall not exceed \$1,250,000 through July 15, 2030, if all years are extended. There is no minimum hours for services rendered by Pirate Staffing.
- No temporary or supplemental worker providing services under this Agreement shall work more than 960 hours during a fiscal year.
- Funding for FY 2025-26 has been requested in the Environmental Resources Fund (631) Proposed Budget for Council consideration. Funding for subsequent fiscal years will be requested during the annual budget process.

FINANCIAL IMPACT (Continued)

Pirate California Holdings, LLC dba Pirate Staffing - Spending Plan						
Fund	FY 25-26	FY 26-27	FY 27-28	FY 27-28	FY 29-30	TOTAL
Environmental Resources: 6313630-53200	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000



QUESTIONS



**PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT**

**REPORTS
AGENDA ITEM NO. D.3**

DATE: June 24, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Agreement 32500487 with Cragoe Pest Services, Inc. for Landscape Pest Control Services. (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 Cragoe Pest Services, Inc. with an initial term of three years from July 16, 2025 to July 15, 2028, with an option for two consecutive one-year period extensions ending July 15, 2030, and for a total amount not to exceed \$660,000 for landscape pest control services at City parks and other City landscaped areas.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/ZAyy1_FU1BU

BACKGROUND

The City currently contracts for landscape pest control services at various City parks and other landscaped facilities. This contract provides flexibility for adjusting the service levels to match each park and facility's landscape treatment needs and budget. The City parks are inspected monthly and treated (if necessary) for gophers, ground squirrels, mice, rats, and bees.

DISCUSSION

On January 29, 2025, the Purchasing Division published a Request for Bid (RFB) PW 25-54A for landscape pest control services within City parks and other City landscapes. Three potential vendors were directly notified of the RFB, as well as the RFB being published on www.PublicPurchase.com and the City's Purchasing website. Bid submissions were due by February 26, 2025. The RFB states, "The award is based upon the vendor that has bid and can provide all items requested and has the lowest average cost total of all Locations". Therefore, based upon the bids provided, Cragoe Pest Services is the lowest bidder. The bid results for the landscape pest control services are as follows:

Contractor	Initial Treatment Bid Amount	Monthly Treatment Bid Amount	Total Bid Amount
Cragoe Pest Services	\$12,235.00	\$4,430.00	\$60,965.00

Ventura Pest Management	\$4,029.60	\$5,727.60	\$71,604.00
Payne Pest Management	\$6,545.00	\$6,545.00	\$78,540.00
Pestmasters Services	\$10,602.23	\$8,894.61	\$108,443.15
Animal and Insect Pest Management	\$9,750.00	\$12,914.00	\$164,718.00

This Agreement with Cragoe Pest Services Inc. provides monthly landscape pest control services that include, but are not limited to, gophers, ground squirrels, mice, rats, and bees in the parks and other City landscapes. Additionally, this Agreement provides for on-call services to respond to unscheduled landscape pest control issues at other City facilities. The on-call services will be requested by City Staff through Task Orders. Staff has confirmed that Cragoe Pest Services, Inc. meets all required City contractual provisions, including pest control licenses, possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement.

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 Cragoe Pest Services, Inc. shall not exceed \$660,000 over the term of five years. Services will commence in FY 2025-26 and funds have been included in the proposed FY 2025-26 Budget. The funding for future years will be requested during the annual budget process. There is an estimated 3% annual inflation increase beginning in FY 2026-27 that is factored into the total not-to-exceed amount for this Agreement. Approval for an annual inflation factor will require a written request, with documentation, for the increase to be considered.

The on-call amounts are for services that will only be authorized by staff through an assigned Task Order for any non-routine landscape pest control services. The following Estimated Spending Plan includes the Parks Division and Special Districts Division monthly services, with estimated on-call expenses for the various departments and divisions to address potential on-call services that may be requested. These on-call services are subject to available funding within the associated department/division budgets. There is no guarantee that the on-call amounts within the Estimated Spending Plan will be spent on landscape pest control services. Parks account includes initial treatment cost for FY 2025-26.

ESTIMATED SPENDING PLAN							
Division	Account#	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Parks	1013301-53200	\$ 59,200	\$ 50,000	\$ 51,500	\$53,000	\$54,500	\$ 268,200
Special Districts	60503801-53200	\$ 6,500	\$ 6,600	\$ 6,700	\$ 6,800	\$ 7,000	\$ 33,600
	60203801-53200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,300	\$ 1,400	\$ 6,300
	60403801-53200	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,900	\$ 2,000	\$ 9,300

	40203801-53200	\$ 750	\$ 750	\$ 750	\$ 750	\$ 800	\$ 3,800
	20003801-53200	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
On-Call	Various	\$ 42,660	\$ 42,660	\$ 42,660	\$ 42,660	\$ 42,660	\$213,300
Water	6013600-53200	\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000	\$ 4,500	\$ 17,500
AWPF	6013605-53200	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	\$ 10,000
Wastewater	6113610-53200	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
OTC	90403201-53200	\$ 1,000	\$ 1,100	\$ 1,200	\$ 1,300	\$ 1,400	\$ 6,000
Police	1012111-53200	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 12,000
Fire Admin	1012501-53200	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 5,000
Total		\$ 135,010	\$ 127,010	\$ 129,710	\$ 132,610	\$ 135,660	\$ 660,000

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement No. 32500487
2. Bid tabulation for RFB #25-54A
3. Prior Agreement A-8422 - Schedule of Compensation
4. Presentation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CRAGOE PEST SERVICES, INC.**

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Cragoe Pest Services, 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. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for monthly pest control services for the city parks and other City locations

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this 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

Cragoe Pest Services, Inc., a corporation of the State of California, located at 885 Patriot Drive, Suite D, Moorpark, California 93021

4. TERM OF AGREEMENT: From: July 16, 2025 To: July 15, 2028

- A. Time is of the essence in this Agreement.
- B. 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 On-Call General Services Agreement.

- 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 Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$660,000.00.¹

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 & Region Maps
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
- 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, 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: 805-385-7950 Email: brandon.lopez@oxnard.org Address: 1060 Pacific Avenue Bldg. 3 Oxnard, California 93030	Service Provider Designated Representative Name: David Cragoe Title: President Phone: 805-446-7003 Email: info@cragoe.net Address: 885 Patriot Drive, Suite D Moorpark, California 93021
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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 PREREQUISITES. 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.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. 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.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as 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 and are 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.

10. COMPENSATION. City shall pay Service Provider 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." Service Provider's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Service Provider 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. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price

adjustments. Adjustments are subject to approval by the City. Any allowable request for 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.

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

- A. 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.
- B. 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.
- C. 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.
- D. 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

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 Service Provider 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 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.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service

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

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

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

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

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

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

- A. 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.
- B. 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.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; 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.
- 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. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. 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.
- 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 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 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. 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.

- A. 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 Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement, Service 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 and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.
- B. 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

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 negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

- C. 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.
- D. 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. 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 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. SUBCONTRACTING. If Service Provider 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. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

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

33. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be

selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

34. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

35. ADVERTISING AND PUBLICITY. Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

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

- 37. FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.
- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to

this Agreement is in the physical possession of the Party seeking enforcement thereof.

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

45. ACKNOWLEDGEMENT. By signing below, Service Provider acknowledges that it has reviewed the City's General 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 4 and upon signature of all Parties.

CITY OF OXNARD

CRAGOE PEST SERVICES, INC.

☐ Luis Mc Arthur, Mayor² _____ Date
☐ Jennifer Yates,³
Purchasing Manager

David Cragoe, President _____ Date

Ruth Cragoe, Secretary⁴ _____ Date

ATTEST:

Lourdes A. López, CITY Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date
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

GENERAL SERVICE AGREEMENT (City of Oxnard and Cragoe Pest Services, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Brandon Lopez / 805-385-7951 / brandon.lopez@oxnard.org

Licensing and Professional Certification

Required:

California State Contractor's License: SPCB and DPR

SERVICE DESCRIPTION

Scope:

The contractor shall furnish all labor, supervision, transportation, tools, materials, and supplies necessary to perform pest control services in accordance with the guidelines established by Federal, State, and Local Government laws, rules, and regulations. Any and all applicable EPA regulations and rules shall be followed (www.epa.gov). All services provided are to be completed by a certified, trained, and licensed Pest Control Operator in any and all categories as required by the State of California. The terms, conditions, provisions, specifications, and the schedule of this agreement are listed below.

Pest Coverage:

Monthly Landscape Pest Control including but not limited to gophers, ground squirrels, mice, rats, and bees.

Scope of Services for Monthly Landscape Pest Control

(Including but not limited to Gophers, Ground Squirrels, Mice, Rats, and Bees)

1. Pest Inspection & Assessment:

- Perform a comprehensive inspection of the landscape and surrounding areas to identify signs of pest activity or damage.
- Examine potential nesting sites, burrows, and entry points of pests such as gophers, squirrels, mice, rats, and bees.
- Document findings, noting high-risk areas and vulnerable spots to be monitored.

2. Gopher Control:

- Inspect for active gopher burrows, mounds, and tunnels.
- Use safe, non-toxic traps, baits, or repellents whenever possible to capture or deter gophers.
- Implement fumigation techniques if required (according to local regulations).

- Place physical barriers, such as underground fencing or mesh, to prevent reinfestation in high-risk areas.
- Regularly monitor traps and tunnels for ongoing activity and ensure consistent control measures are in place.

3. Ground Squirrel Control:

- Conduct regular surveys for ground squirrel activity, including burrows, nests, and signs of damage to plants.
- Implement live trapping or other eco-friendly control methods whenever possible to reduce squirrel populations.
- Apply exclusion techniques such as fencing, barriers, and natural repellents to prevent further intrusion.
- Educate clients on how to modify the landscape to deter squirrels, such as keeping food sources or waste away from the area.

4. Rodent Control (Mice and Rats):

- Inspect areas prone to rodent infestation, such as sheds, gardens, and the foundation of buildings.
- Use bait stations, traps, or snap traps to control rodent populations.
- Seal cracks, holes, and gaps in buildings and fences that could serve as entry points for rodents.
- Apply rodent repellent in areas of known activity or high risk.
- Monitor traps and bait stations, ensuring that any captured rodents are promptly removed.

5. Bee Control (Non-Lethal Methods):

- Inspect for bee colonies or hives within the landscape, especially in trees, walls, and sheds.
- Utilize bee relocation services (for active hives) or safe removal practices to protect the ecosystem while resolving issues.
- Offer preventative services such as applying bee repellents around high-traffic areas or vulnerable structures.
- Educate clients on the importance of bees for pollination, balancing pest control needs with conservation.

6. Preventative Services & Landscape Maintenance:

- Provide ongoing monitoring for pests to detect any new signs of infestation.
- Make recommendations to remove or trim plants and shrubs that attract or harbor pests.
- Suggest and implement minor landscape modifications, such as soil treatments or plant varieties that repel pests (e.g., lavender or marigolds for certain insects).
- Ensure all pest control methods are eco-friendly, using low-toxicity products whenever possible, especially in garden areas.

7. Documentation & Reporting:

- Provide monthly reports that detail all inspections, treatments, and pest control efforts.
- Track the success of implemented measures and suggest modifications or adjustments as needed.
- Record any new pest sightings and treatments for future reference.
- Offer a 24/7 hotline for urgent issues or consultations.

8. Client Education and Communication:

- Provide educational materials or tips on landscape pest prevention, including seasonal changes and pests specific to the local climate.
- Offer training for clients on how to minimize attractants, like food waste or nesting sites, that could invite pests into the landscape.
- Communicate regularly about new pest threats, treatment options, and preventative steps.
- Keep driving into properties to a minimum. Driving onto turf areas needs to be approved by City representative prior to service. Vehicles driven on to properties must be approved by City representative.

Location	Address	Acres
Beck Park	600 W. Kamala St	8.5
Cabrillo Park	1600 Ebony Dr.	6
Carty Park	3900 S. F St.	5
Civic Center/City Hall	300 W. 3rd St.	0.8
College Estates Park	1400 Gary Dr.	6.5
College Park	3250 Rose Ave.	75
Colonia Park	170 N. Juanita Dr.	10
Connelly Park	2101 Bevra	3
Del Sol Park	1500 Camino Del Sol	17.5
Durley Park	800 W. Hill St.	11
East Village Park	2051 Jacinto Dr.	6
Eastwood Memorial Park	1401 N. F St.	4.2
Fremont Tot Park	1130 N. M St.	1.5
Garden City Acres Park	5302 Cypress Rd.	5.5
Johnson Creek Park (Including sports fields)	501 E. Johnson Rd.	8.5
Kohala Park	301 Kohala St.	1
Lathrop Memorial Park	600 E. Guava St.	3
Lemonwood Park	2055 E. San Mateo PL	9.5
Marina West Park	1300 S. Novato Dr.	6.3
Orchard Park	1300 S. Novato Dr.	12.6
Oxnard Beach Park	1601 S. Harbor Blvd.	62
Oxnard Community Park East	800 Hobson Way	11
Oxnard Community Park West	801 Hobson Way	4
Plaza Park	500 S. C St.	2

Pleasant Valley Park	4501 Justin Way	10
Rio Lindo Park	841 Blanca St.	8.5
Sea Air Park	2011 9th St.	8.5
Sea View Park	1001 Offshore St.	6.5
Sierra Linda Park	1040 Indigo PL	6
Southbank Park	2610 Woodside Pl.	6
Southwest Community Park	2500 W. 5th St.	26
Southwest Community Park Extension	2500 W. 5th St.	5.5
Southwinds Park	300 W Clara St.	7.5
Thompson Park	201 N. Imperial St.	3
Via Marina Park	3301 Keel Way	12
Wilson Park	350 N. C St.	5
Central Park	3200 N. Oxnard Blvd.	5
Crescent Park	3475 Oxnard Blvd.	3
East Park	351 Indus Pl	4.5
Vineyards Park	2790 Smokey Mountain Dr.	7
Windrow Park	764 Nile River Dr.	5
Rio Vista Ballfields	3501 E. Vineyard Ave.	6.5
Rio Del Mar Ballfields	3501 E. Vineyard Ave.	6.5
Westport Park North	1103 Chesapeake Dr	3.5
Westport Park South	1403 Chesapeake Dr	1
Seabridge East	1311 S Victoria Ave	13
Seabridge West	1556 Seabridge Ln	1
Seabridge South	1556 Seabridge Ln	1.5
Harbor Island Linear Park	Farralon Way & Harbour Island Ln.	2.5
Gateway Park	Forest Park Blvd. & Garonne St.	2.5
Children's Park	American River Ct.	0.5
Oxnard Water Resource Recovery Facility: Main Campus	6001 Perkins Rd.	27
Oxnard Water Resource Recovery Facility: Headworks	5741 Perkins Rd.	2.25
Police Department	251 S C Street	0.75

Locations may be added or removed from this agreement as deemed necessary by the City. Future City Locations (Parks or City locations) may be added to this agreement. Prior to the addition of any locations, a written quote for the initial treatment and monthly maintenance costs will be required.

General Services Park Maintenance: Region 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



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General Services Park Maintenance: Region 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 1



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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 2



RIO LINDO 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 2



THOMPSON 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 2



COLONIA 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 2



DEL SOL 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



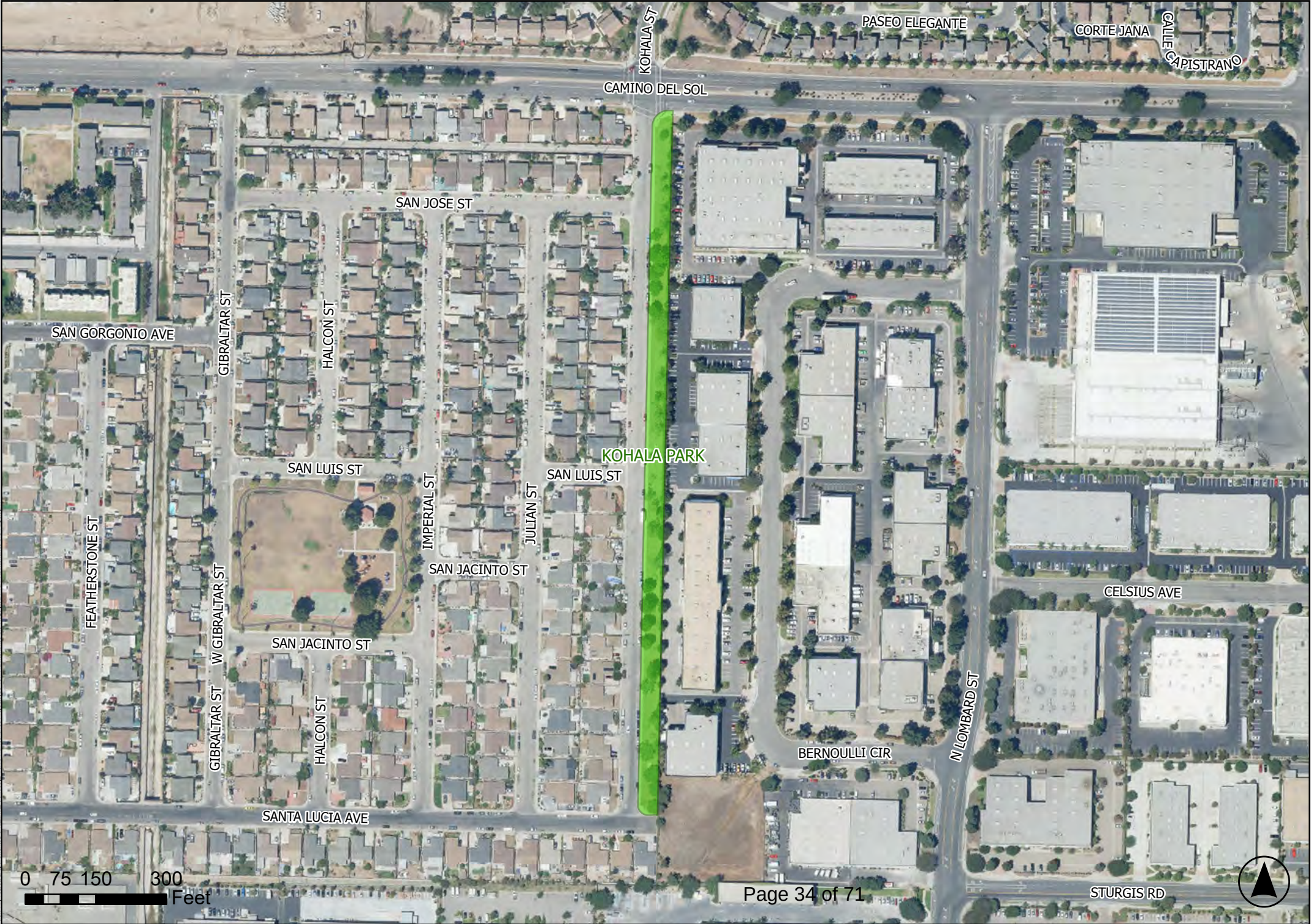
General Services Park Maintenance: Region 2



KOHALA 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



OXNARD COMMUNITY PARK EAST

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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



DURLEY 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



BECK 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



OXNARD COMMUNITY PARK WEST

 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



SOUTHWEST COMMUNITY PARK EAST

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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



SEA AIR 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



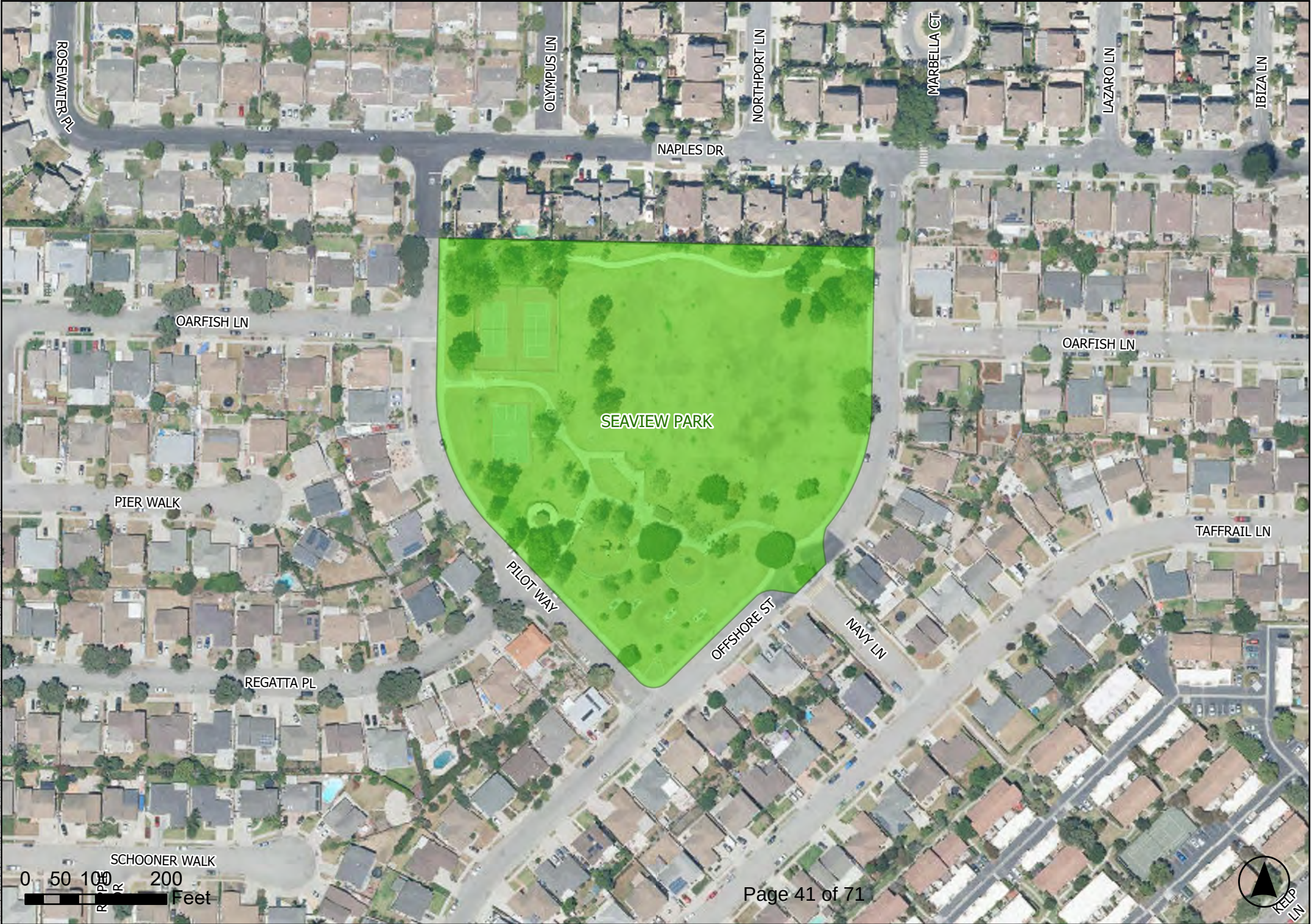
General Services Park Maintenance: Region 3



SEAVIEW 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



VIA MARINA 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



OXNARD BEACH 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



SOUTHWEST COMMUNITY PARK WEST

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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 3



MARINA WEST 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



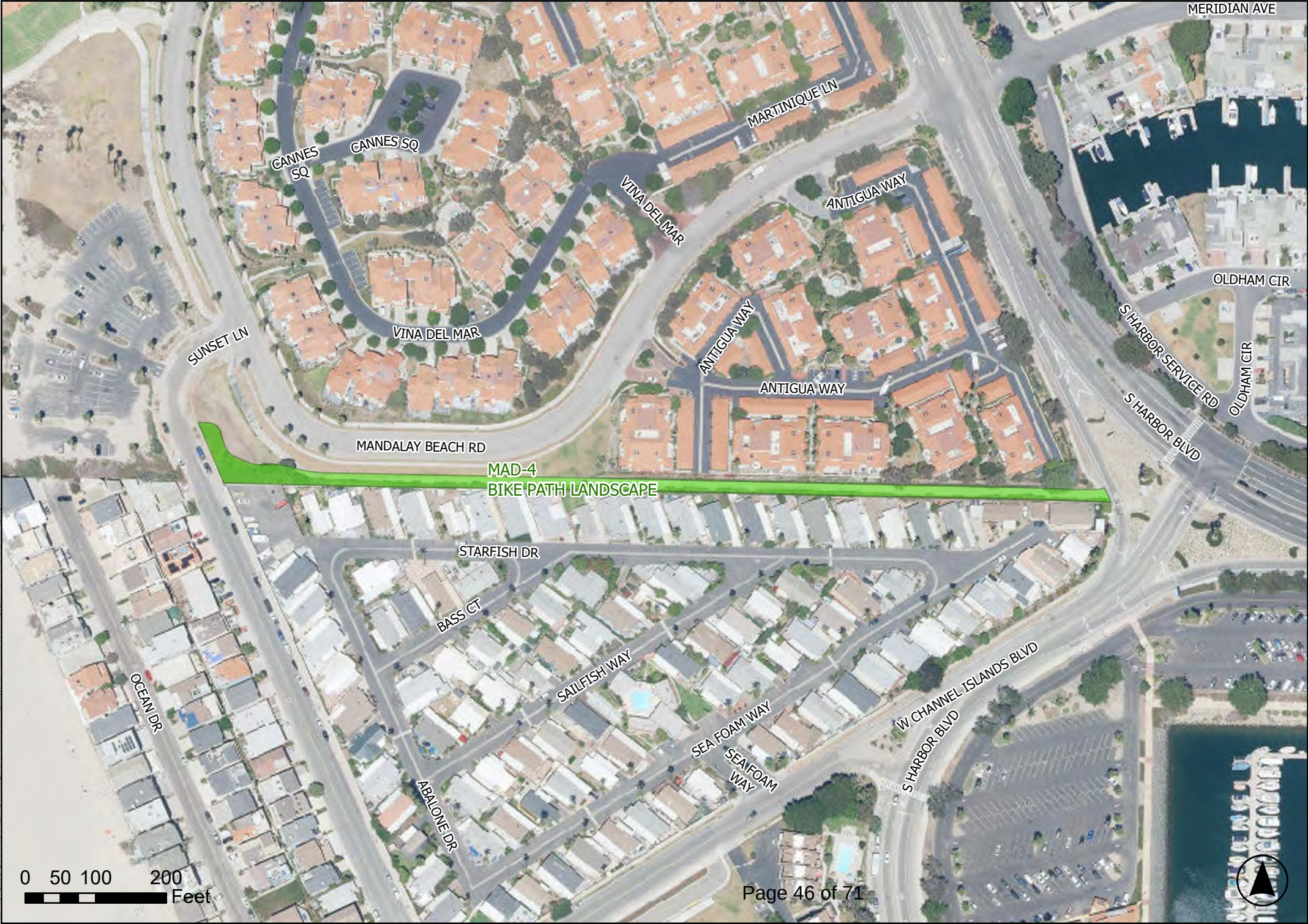
General Services Park Maintenance: Region 3



MAD-4 BIKE PATH LANDSCAPE

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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



LATHROP 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



CARTY 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



JOHNSON CREEK 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



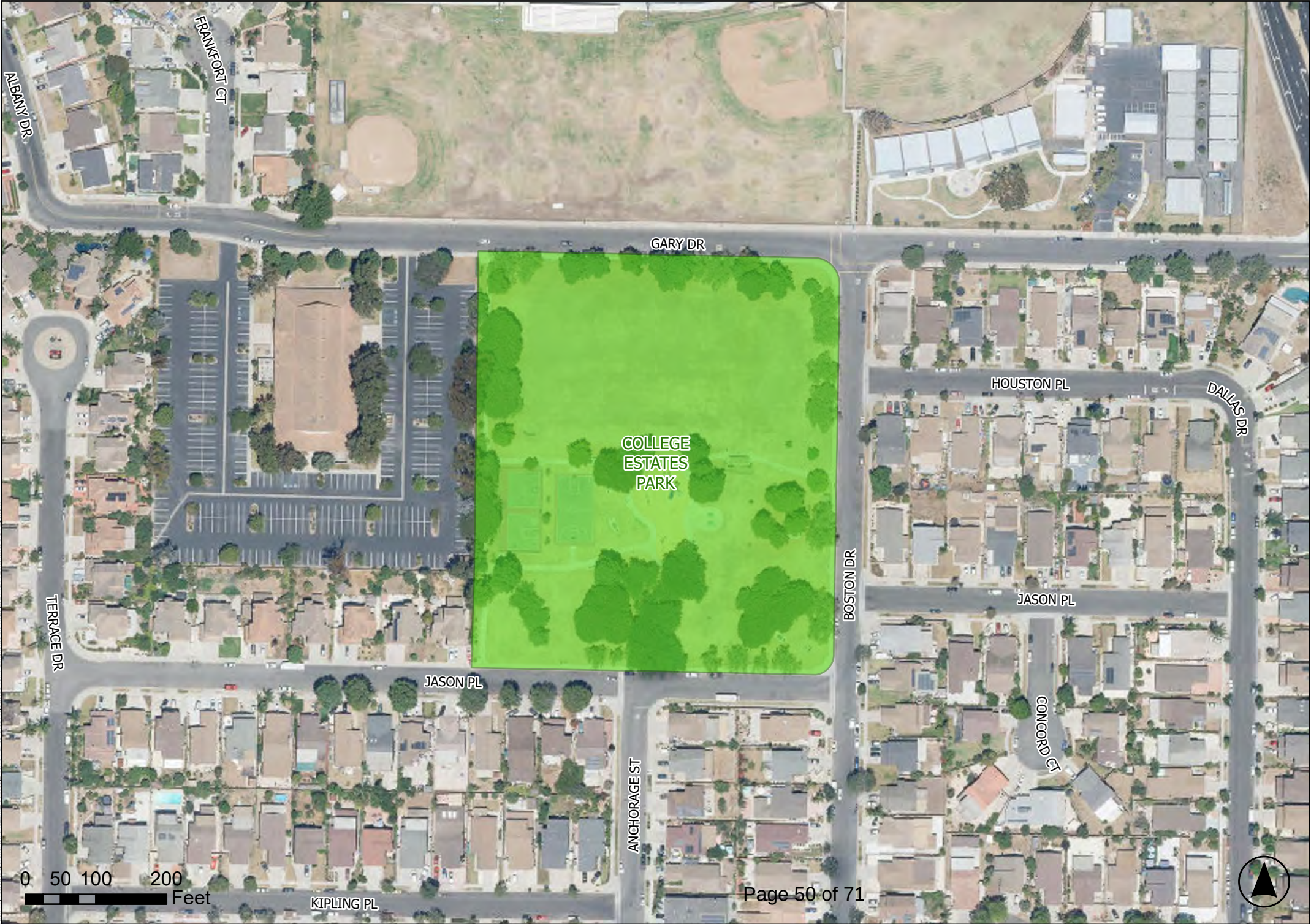
General Services Park Maintenance: Region 4



COLLEGE ESTATES 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



SOUTHWINDS 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



LEMONWOOD 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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



PLEASANT VALLEY 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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





GARDEN CITY ACRES 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
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
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
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 GOPHER MAINTENANCE: EAST VILLAGE PARK

~5.47 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: COLLEGE PARK

~26.79 ACRES



OXNARD

City of Oxnard
Geographic Information Systems
October 2021

0 50 100 200 300 400 500 600 700 800 900 Feet

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.

 Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department



EXHIBIT B

**GENERAL SERVICE AGREEMENT
(City of Oxnard and Cragoe Pest Services, Inc.)**

SCHEDULE OF COMPENSATION

GENERAL FUND PARKS			
Location	Initial Treatment Cost	Monthly Cost	Annual Cost
Beck Park	\$50.00	\$50.00	\$600.00
Cabrillo Park	\$50.00	\$50.00	\$600.00
Carty Park	\$50.00	\$50.00	\$600.00
Civic Center/City Hall	\$60.00	\$60.00	\$720.00
College Estates Park	\$425.00	\$110.00	\$1,635.00
College Park	\$450.00	\$150.00	\$2,100.00
Colonia Park	\$50.00	\$50.00	\$600.00
Connelly Park	\$50.00	\$50.00	\$600.00
Del Sol Park	\$625.00	\$190.00	\$2,715.00
Durley Park	\$50.00	\$50.00	\$600.00
East Village Park	\$1,675.00	\$220.00	\$4,095.00
Eastwood Memorial Park	\$50.00	\$50.00	\$600.00
Fremont Tot Park	\$40.00	\$40.00	\$480.00
Garden City Acres Park	\$250.00	\$80.00	\$1,130.00

Johnson Creek Park (Including sports fields)	\$1,250.00	\$220.00	\$3,670.00
Kohala Park	\$50.00	\$50.00	\$600.00
Lathrop Memorial Park	\$50.00	\$50.00	\$600.00
Lemonwood Park	\$275.00	\$80.00	\$1,155.00
Marina West Park	\$50.00	\$50.00	\$600.00
Orchard Park	\$50.00	\$50.00	\$600.00
Oxnard Beach Park	\$350.00	\$130.00	\$1,780.00
Oxnard Community Park East	\$625.00	\$180.00	\$2,605.00
Oxnard Community Park West	\$475.00	\$150.00	\$2,125.00
Plaza Park	\$50.00	\$50.00	\$600.00
Pleasant Valley Park	\$375.00	\$90.00	\$1,365.00
Rio Lindo Park	\$50.00	\$50.00	\$600.00
Sea Air Park	\$550.00	\$140.00	\$2,090.00
Sea View Park	\$50.00	\$50.00	\$600.00
Sierra Linda Park	\$50.00	\$50.00	\$600.00
Southbank Park	\$50.00	\$50.00	\$600.00
Southwest Community Park	\$1,650.00	\$350.00	\$5,500.00

Southwest Community Park Extension	\$875.00	\$200.00	\$3,075.00
Southwinds Park	\$50.00	\$50.00	\$600.00
Thompson Park	\$50.00	\$50.00	\$600.00
Via Marina Park	\$50.00	\$50.00	\$600.00
Wilson Park	\$50.00	\$50.00	\$600.00
Oxnard Water Resource Recovery Facility: Main Campus	\$250.00	\$100.00	\$1,350.00
Oxnard Water Resource Recovery Facility: Headworks	\$50.00	\$50.00	\$600.00
Police Department	\$50.00	\$50.00	\$600.00
SPECIAL DISTRICT PARKS			
Location	Initial Treatment cost	Monthly Cost	Annual Cost
Central Park	\$50.00	\$50.00	\$600.00
Crescent Park	\$50.00	\$50.00	\$600.00
East Park	\$50.00	\$50.00	\$600.00
Vineyards Park	\$50.00	\$50.00	\$600.00
Windrow Park	\$175.00	\$80.00	\$1,055.00
Rio Vista Ballfields	\$80.00	\$80.00	\$960.00
Rio Del Mar Ballfields	\$80.00	\$80.00	\$960.00

Westport Park North	\$50.00	\$50.00	\$600.00
Westport Park South	\$50.00	\$50.00	\$600.00
Seabridge East	\$50.00	\$50.00	\$600.00
Seabridge West	\$50.00	\$50.00	\$600.00
Seabridge South	\$50.00	\$50.00	\$600.00
Harbor Island Linear Park	\$60.00	\$60.00	\$720.00
Gateway Park	\$50.00	\$50.00	\$600.00
Children's Park	\$40.00	\$40.00	\$480.00
On-Call As-Needed Bee Removal Services			
Location			Hourly Rate
Fire Admin – 360 West Second Street			\$125.00
Fire Station 1 – 491 South K Street			
Fire Station 2 – 531 East Pleasant Valley Road			
Fire Station 3 – 150 Hill Street			
Fire Station 4 – 230 West Vineyard Avenue			
Fire Station 5 – 1450 Colonia Road			
Fire Station 6 – 2601 Peninsula Road			
Fire Station 7 – 3300 Turnout Park			
Fire Station 8 – 3000 South Rose Avenue			
Civic Center – 305 West Third Street			
Downtown Parking Structure – 324 South B Street			
Oxnard Transit Center (OTC) – 201 East Fourth Street			
Water Yard – 251 South Hayes Avenue			
Advanced Water Purification Facility (AWPF) – 5700 Perkins Road			
All locations listed under General Fund Parks and Special District Parks			
OTHER COST			
Low Infestation			\$400.00/acre
Medium Infestation			\$800.00/acre
High Infestation			\$1,200.00/acre
Hourly Rate as-needed			\$125.00/hour
Service Provider's markup on the purchase of approved materials as needed shall not exceed fifteen percent (15%) of the Service Provider's costs.			

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Cragoe Pest Services, Inc.)**

INSURANCE REQUIREMENTS

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

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	
						ISSUE DATE (MM/DD/YY)	
PRODUCER				POLICY INFORMATION:			
Telephone: NAMED INSURED				Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
				☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)			
TYPE OF INSURANCE				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				OTHER PROVISIONS			
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence							
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 6210 Indianapolis, Indiana 46250-4299 US				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____			

[illegible]

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Cragoe Pest Services, 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 E. 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

GENERAL SERVICES AGREEMENT (City of Oxnard and Cragoe Pest Services, 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.

	Animal and Insect Pest Management, Inc.			Cragoe Pest Services, Inc.			Payne Pest Management			Pestmaster Services L.P.			Ventura Pest Management, Inc.		
Location	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month (\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)
Beck Park	\$250.00	\$528.00	\$6,586.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$90.00	\$90.00	\$1,080.00
Cabrillo Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$156.61	\$1,880.17	\$120.00	\$120.00	\$1,440.00
Carty Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$90.00	\$90.00	\$1,080.00
Civic Center/City Hall	\$0.00	\$99.00	\$1,188.00	\$60.00	\$60.00	\$720.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
College Estates Park	\$0.00	\$99.00	\$1,188.00	\$425.00	\$110.00	\$1,635.00	\$85.00	\$85.00	\$1,020.00	\$262.48	\$145.30	\$1,860.78	\$90.00	\$180.00	\$2,250.00
College Park	\$250.00	\$396.00	\$5,002.00	\$450.00	\$150.00	\$2,100.00	\$680.00	\$680.00	\$8,160.00	\$157.48	\$141.36	\$1,712.44	\$60.00	\$120.00	\$1,500.00
Colonia Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$175.33	\$173.11	\$2,079.54	\$90.00	\$90.00	\$2,250.00
Connelly Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Del Sol Park	\$250.00	\$528.00	\$6,586.00	\$625.00	\$190.00	\$2,715.00	\$170.00	\$170.00	\$2,040.00	\$209.98	\$161.88	\$1,990.66	\$90.00	\$180.00	\$2,250.00
Durley Park	\$250.00	\$660.00	\$8,170.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$131.23	\$131.15	\$1,573.88	\$60.00	\$60.00	\$720.00
East Village Park	\$250.00	\$198.00	\$2,626.00	\$1,675.00	\$220.00	\$4,095.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$120.00	\$240.00	\$3,000.00
Eastwood Memorial Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$131.23	\$131.15	\$1,573.88	\$90.00	\$90.00	\$1,080.00
Fremont Tot Park	\$0.00	\$66.00	\$792.00	\$40.00	\$40.00	\$480.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$36.00	\$36.00	\$432.00
Garden City Acres Park	\$250.00	\$264.00	\$3,418.00	\$250.00	\$80.00	\$1,130.00	\$85.00	\$85.00	\$1,020.00	\$236.23	\$141.36	\$1,791.19	\$90.00	\$90.00	\$1,080.00
Johnson Creek Park (Including sports fields)	\$250.00	\$132.00	\$1,834.00	\$1,250.00	\$220.00	\$3,670.00	\$85.00	\$85.00	\$1,020.00	\$419.96	\$346.24	\$4,228.60	\$60.00	\$120.00	\$1,500.00
Kohala Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$446.23	\$262.22	\$3,330.65	\$36.00	\$72.00	\$900.00
Lathrop Memorial Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Lemonwood Park	\$250.00	\$198.00	\$2,626.00	\$275.00	\$80.00	\$1,155.00	\$85.00	\$85.00	\$1,020.00	\$498.73	\$193.54	\$2,627.67	\$90.00	\$90.00	\$1,080.00
Marina West Park	\$250.00	\$264.00	\$3,418.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$120.73	\$119.97	\$1,440.40	\$60.00	\$60.00	\$720.00
Orchard Park	\$250.00	\$176.00	\$2,362.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$230.98	\$235.73	\$2,824.01	\$90.00	\$90.00	\$1,080.00
Oxnard Beach Park	\$250.00	\$264.00	\$3,418.00	\$350.00	\$130.00	\$1,780.00	\$595.00	\$595.00	\$7,140.00	\$351.73	\$146.50	\$1,963.23	\$120.00	\$240.00	\$3,000.00
Oxnard Community Park East	\$250.00	\$528.00	\$6,586.00	\$625.00	\$180.00	\$2,605.00	\$170.00	\$170.00	\$2,040.00	\$262.48	\$209.97	\$2,572.15	\$90.00	\$90.00	\$1,080.00
Oxnard Community Park West	\$250.00	\$528.00	\$6,586.00	\$475.00	\$150.00	\$2,125.00	\$85.00	\$85.00	\$1,020.00	\$209.98	\$207.00	\$2,486.98	\$90.00	\$90.00	\$1,080.00
Plaza Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$36.00	\$36.00	\$432.00
Pleasant Valley Park	\$250.00	\$132.00	\$1,834.00	\$375.00	\$90.00	\$1,365.00	\$85.00	\$85.00	\$1,020.00	\$262.48	\$209.97	\$2,572.15	\$120.00	\$240.00	\$3,000.00
Rio Lindo Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Sea Air Park	\$250.00	\$792.00	\$9,754.00	\$550.00	\$140.00	\$2,090.00	\$85.00	\$85.00	\$1,020.00	\$246.73	\$156.74	\$1,970.87	\$120.00	\$240.00	\$3,000.00
Sea View Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$115.48	\$114.72	\$1,377.40	\$60.00	\$60.00	\$720.00
Sierra Linda Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$230.98	\$235.73	\$2,824.01	\$60.00	\$60.00	\$720.00
Southbank Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$393.73	\$299.17	\$3,684.60	\$60.00	\$60.00	\$720.00
Southwest Community Park	\$250.00	\$792.00	\$5,002.00	\$1,650.00	\$350.00	\$5,500.00	\$255.00	\$255.00	\$3,060.00	\$472.48	\$419.64	\$5,088.85	\$120.00	\$240.00	\$3,000.00
Southwest Community Park Extension	\$250.00	\$396.00	\$9,754.00	\$875.00	\$200.00	\$3,075.00	\$85.00	\$85.00	\$1,020.00	\$262.48	\$246.91	\$2,978.49	\$120.00	\$240.00	\$3,000.00
Southwinds Park	\$250.00	\$165.00	\$2,230.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$209.98	\$141.33	\$1,764.61	\$120.00	\$240.00	\$3,000.00
Thompson Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Via Marina Park	\$250.00	\$264.00	\$3,418.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$175.33	\$173.12	\$2,079.55	\$90.00	\$90.00	\$1,080.00
Wilson Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$272.98	\$99.39	\$1,366.27	\$60.00	\$60.00	\$720.00
Central Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Crescent Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$39.60	\$39.60	\$480.00
East Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Vineyards Park	\$250.00	\$165.00	\$2,230.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Windrow Park	\$250.00	\$165.00	\$2,230.00	\$175.00	\$80.00	\$1,055.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$90.00	\$180.00	\$2,250.00
Rio Vista Ballfields	\$250.00	\$264.00	\$3,418.00	\$80.00	\$80.00	\$960.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$72.00	\$900.00
Rio Del Mar Ballfields	\$250.00	\$330.00	\$4,210.00	\$80.00	\$80.00	\$960.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$72.00	\$900.00
Westport Park North	\$0.00	\$66.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Westport Park South	\$0.00	\$66.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Seabridge East	\$0.00	\$66.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Seabridge West	\$0.00	\$66.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Seabridge South	\$0.00	\$99.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Harbor Island Linear Park	\$250.00	\$132.00	\$1,834.00	\$60.00	\$60.00	\$720.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Gateway Park	\$250.00	\$528.00	\$6,586.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$30.00	\$30.00	\$360.00
Children's Park	\$0.00	\$66.00	\$792.00	\$40.00	\$40.00	\$480.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$30.00	\$30.00	\$360.00
Oxnard Water Resource Recovery Facility: Main Campus	\$250.00	\$792.00	\$9,754.00	\$250.00	\$100.00	\$1,350.00	\$255.00	\$255.00	\$3,060.00	\$293.39	\$293.39	\$3,520.68	\$240.00	\$480.00	\$6,000.00
Oxnard Water Resource Recovery Facility: Headworks	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$187.95	\$125.91	\$1,572.96	\$120.00	\$240.00	\$3,000.00
Police Department	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$84.98	\$84.98	\$1,019.76	\$60.00	\$60.00	\$720.00
	\$9,750.00	\$12,914.00	\$164,718.00	\$12,235.00	\$4,430.00	\$60,965.00	\$6,545.00	\$6,545.00	\$78,540.00	\$10,602.23	\$8,894.61	\$108,443.15	\$4,029.60	\$5,727.60	\$71,604.00

Schedule of Compensation Exhibit B-2
Effective April 1, 2024

GENERAL FUND PARKS		
Location	Initial Treatment	Monthly Cost
Beck Park	\$ 89.23	\$ 89.17
Cabrillo Park	\$ 157.48	\$ 156.61
Carty Park	\$ 89.23	\$ 89.17
Civic Center/City Hall	\$ 157.48	\$ 157.48
College Estates Park	\$ 262.48	\$ 145.30
College Park	\$ 157.48	\$ 141.36
Colonia Park	\$ 175.33	\$ 173.11
Connelly Park	\$ 89.23	\$ 89.17
Del Sol Park	\$ 209.98	\$ 161.88
Durley Park	\$ 131.23	\$ 131.15
East Village Park	\$ 157.48	\$ 157.48
Eastwood Memorial Park	\$ 131.23	\$ 131.15
Fire Station #5	\$ 157.48	\$ 157.48
Fremont Tot Park	\$ 89.23	\$ 89.17
Garden City Acres Park	\$ 236.23	\$ 141.36
Johnson Creek Park	\$ 209.98	\$ 173.12
Kohala Park	\$ 446.23	\$ 262.22
Lathrop Memorial Park	\$ 89.23	\$ 89.17
Lemonwood Park	\$ 498.73	\$ 193.54
Marina West Park	\$ 120.73	\$ 119.97
Orchard Park	\$ 230.98	\$ 235.73
Oxnard Beach Park	\$ 351.73	\$ 146.50
Oxnard Community Park East	\$ 262.48	\$ 209.97
Oxnard Community Park West	\$ 209.98	\$ 207.00
Plaza Park	\$ 89.23	\$ 89.17
Pleasant Valley Park	\$ 262.48	\$ 209.97
Rio Lindo Park	\$ 89.23	\$ 89.17
Sea Air Park	\$ 246.73	\$ 156.74
Sea View Park	\$ 115.48	\$ 114.72
Sierra Linda Park	\$ 230.98	\$ 235.73
Southbank Park	\$ 393.73	\$ 299.17
Southwest Community Park	\$ 472.48	\$ 419.64
Southwest Community Park Extension	\$ 262.48	\$ 246.91
Southwinds Park	\$ 209.98	\$ 141.33
Thomas Park	\$ 89.23	\$ 89.17
Via Marina Park	\$ 175.33	\$ 173.12
Wilson Park	\$ 272.98	\$ 99.39

Schedule of Compensation Exhibit B-2
Effective April 1, 2024

SPECIAL DISTRICT PARKS		
Location	Initial Treatment	Monthly Cost
Central Park	\$ 157.48	\$ 157.48
Crescent Park	\$ 157.48	\$ 157.48
East Park	\$ 157.48	\$ 157.48
Vineyards Park	\$ 157.48	\$ 157.48
Windrow Park	\$ 157.48	\$ 157.48
Rio Vista Ballfields	\$ 157.48	\$ 157.48
Rio Del Mar Ballfields	\$ 157.48	\$ 157.48
Westport Park North	\$ 157.48	\$ 157.48
Westport Park South	\$ 157.48	\$ 157.48
Seabridge East	\$ 157.48	\$ 157.48
Seabridge West	\$ 157.48	\$ 157.48
Seabridge South	\$ 157.48	\$ 157.48
Harbor Island Linear Park	\$ 157.48	\$ 157.48
Gateway Park	\$ 157.48	\$ 157.48
Childrens' Park	\$ 157.48	\$ 157.48
WASTEWATER		
Location	Initial Treatment	Monthly Cost
Oxnard Wastewater Treatment Plant	\$ 293.39	\$293.39
Headworks Facility	\$187.95	\$125.91
COST FOR LOCATIONS CURRENTLY NOT IDENTIFIED IN SCOPE		
Low Infestation	\$89.23/Acre	\$89.23/Acre
Medium Infestation	\$115.48/Acre	\$115.48/Acre
High Infestation	\$141.73/Acre	\$141.73/Acre

Agreement 32500487 with Cragoe Pest Services, Inc. for Landscape Pest Control Services

Public Works and Transportation Committee
June 24, 2025

Brandon Lopez
Parks Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Cragoe Pest Services, Inc. with an initial term of three years from July 16, 2025 to July 15, 2028, with an option for two consecutive one-year period extensions ending July 15, 2030 and for a total amount not to exceed \$660,000, for landscape pest control services at City parks and other City landscaped areas.

- The City contracts for landscape pest control services at various City parks and other landscape facilities.
- This contract provides flexibility for adjusting the service levels to match each park and facility's landscape treatment needs and budget.
- The City parks and landscapes are inspected monthly and treated (if necessary) for gophers, ground squirrels, mice, rats, and bees.

- On January 29, 2025, the Purchasing Division published a Request for Bid (RFB) PW 25-24 for landscape pest control services within City parks and other City landscapes.
- Three potential vendors were directly notified for the RFB, as well as the RFB being published on www.PublicPurchase.com and the City's Purchasing website.
- Bid submissions were due by February 26, 2025.

- The RFB states, “The award is based upon the vendor that has bid and can provide all items requested and has the lowest average cost total of all Locations.”
- Therefore, based upon the bid amounts, Cragoe Pest Services has the lowest total bid.

- The Bid Results for the landscape pest control services are as follows:

Contractor	Initial Treatment Bid Amount	Monthly Treatment Bid Amount	Total Bid Amount
Cragoe Pest Services	\$12,235.00	\$4,430.00	\$60,965.00
Ventura Pest Management	\$4,029.60	\$5,727.60	\$71,604.00
Payne Pest Management	\$6,545.00	\$6,545.00	\$78,540.00
Pestmasters Services	\$10,602.23	\$8,894.61	\$8108,443.15
Animal and Insect Pest Management	\$9,750.00	\$12,914.00	\$164,718.00

- This Agreement with Cragoe Pest Services Inc. includes monthly landscape pest control services that include but are not limited to gophers, ground squirrels, mice, rats, and bees in the parks and other City landscapes
- Additionally, this Agreement provides for on-call services to respond to unscheduled landscape pest control issues at other City facilities.
- The on-call services will be requested by City Staff through Task Orders.

- Staff has confirmed that Cragoe Pest Services, Inc. meets all required City contractual provisions, including pest contractor licenses, possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.
- Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement.

- Total cost for this Agreement with Cragoe Pest Services, Inc. shall not exceed \$660,000 over the term of five years.
- Services will commence in FY 2025-26 and funds have been included in the proposed FY 2025-26 Budget
- Funding for future years will be requested during the annual budget process
- There is an estimated maximum 3% annual inflation increase, beginning in FY 2026-27 factored into the total not-to-exceed amount for the Agreement. Approval for a 3% annual inflator will require a written request, with documentation, for the increase to be considered.

- The on-call amounts are for services that will only be authorized by staff through a Task Order for any non-routine landscape pest control services.
- These on-call services are subject to available funding within the associated department/division budgets.
- There is no guarantee that the on-call amounts will be spent on landscape pest control services.



QUESTIONS



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: June 24, 2025

TO: Public Works and Transportation Committee

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

SUBJECT: Public Project Agreement 32600023 with BSN Construction Inc. for Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107. (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 BSN Construction Inc., in the amount of \$504,768 for the Project and approve a Project contingency amount of \$50,477 (~10%) for a total not to exceed value of \$555,245 for the Project.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Jq85AFX_O8A

BACKGROUND

Underground water main and service lateral leaks typically require removal of paving or sidewalk panels to make repairs. Once the underground utility work is performed, Water staff members install temporary material (e.g. cold patch) to allow for the roadway (or sidewalk) to be used safely until such time a cost-effective more permanent repair can be made. This ultimately results in the need to install small, approximately six-foot by six-foot, patches. The Water Division does not currently have the equipment or materials to make permanent repairs and instead installs temporary pavement as noted before. Nor would it be an efficient use of time or resources for the Water staff to conduct pavement repairs instead of working on the water infrastructure given the current staffing model. Temporary patches are grouped together and bid out for permanent repair to gain the greatest advantage of economies of scale when bidding. Additionally, the quantity of work required to repair active locations would exceed the Force Account limit for in-house projects, which is another reason to solicit bids for this work.

This project consists of 145 patches, approximately 4,886 total square feet, at different locations throughout the City. The scope of work includes furnishing all labor, materials, equipment, and other incidentals to provide concrete and asphalt repair and street striping services.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) of this project was published on May 8, 2025. Publication included the local newspaper and multiple online platforms, in addition to being directly distributed to 33 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids

were opened on May 28, 2025, and the City received the following bids:

BSN Construction Inc.: \$504,768
ADA General Eng. Inc.: \$516,907
Toro Enterprises, Inc.: \$576,607

Procurement staff reviewed all bids and documentation and determined BSN Construction Inc. is the lowest responsive bidder. Procurement staff verified possession of required, currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to BSN Construction Inc.

This construction contract shall be completed before expiration of ninety (90) working days after the issuance of the Notice to Proceed (NTP).

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 BSN Construction Inc. shall not exceed \$555,245 which includes \$504,768 for the Project and a Project contingency amount of \$50,477 (~10%). The funding for the Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107 has been programmed in the Proposed Fiscal Year 2025-26 Budget from the Water Operating Fund 601 (Account 6013600-53200) for City Council's consideration.

Prepared by: Timothy Beaman, Assistant Public Works Director, Chris Peyton, Water Division Manager

ATTACHMENTS

1. Agreement No. 32600023
2. Presentation

**CONSTRUCTION CONTRACT FOR
ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT
SPECIFICATION NO. PW 25-107**

**BY AND BETWEEN
THE CITY OF OXNARD
AND BSN CONSTRUCTION INC.**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this 15th day of July, 2025 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and BSN CONSTRUCTION INC. (“Contractor”). Contractor’s license number is 806551. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 25-107 (the “Project”); and

WHEREAS, on May 08, 2025, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

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

WHEREAS, at its meeting held on July 15, 2025, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

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

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

1. RECITALS

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

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if

called for in all, and together constitutes Contractor's performance obligations:

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

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

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

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor FIVE HUNDRED FOUR THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS, (\$504,768) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the

Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

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

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to

engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

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

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

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

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or
 6. commits continuous or repeated violations of regulatory or statutory safety requirements.

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

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:
1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the

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

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

- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

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

12. COMPLIANCE WITH LAWS

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

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

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

15. FEDERAL GRANT CONTRACT PROVISIONS [RESERVED]

15. STATE GRANT CONTRACT PROVISIONS: CLEAN CALIFORNIA MASTER AGREEMENT AND APPENDIX [RESERVED]

16. TIME OF THE ESSENCE

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

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole

negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

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

18. THIRD PARTY CLAIMS

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

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

19. CONFLICTS OF INTEREST

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

20. REPORTS; BOOKS AND RECORDS; AUDIT

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

21. NONDISCRIMINATORY EMPLOYMENT

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

provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

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

23. ENTIRE AGREEMENT

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

24. AMBIGUITIES

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

25. NOTICES

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

TO CITY: City of Oxnard
305 W Third St, East Wing, 3rd Floor
Oxnard, CA 93030
Attn: Project Manager (PW 24-30)

TO CONTRACTOR: BSN Construction Inc.
3897 Market Street, Suite 201
Ventura, CA 93003
Attn: Ben Nakaba

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

27. REVIEW BY ATTORNEYS

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

28. BONDS

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

29. CARE OF WORK

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

30. CAPTIONS AND HEADINGS

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

31. OWNERSHIP OF DOCUMENTS

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

32. SUCCESSORS, HEIRS, AND ASSIGNS

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

33. GENDER; PLURAL

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

34. SEVERABILITY

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

35. GOVERNING LAW

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

36. CUMULATIVE REMEDIES

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

37. VENUE

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

38. EFFECTIVENESS OF CONTRACT

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

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

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

40. WAIVER

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

41. INDEPENDENT CONTRACTOR STATUS

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

42. COUNTERPARTS

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

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

44. ATTORNEY'S FEES

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

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

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

CITY OF OXNARD

BSN CONSTRUCTION INC.

☒ Luis Mc Arthur, Mayor¹ _____ Date
☐ Purchasing Agent

 Ben Nakaba, CEO/ Secretary ² _____ Date

ATTEST:

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

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

² The City requires the following for any contract:

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

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

EXHIBITS

- Exhibit A:** **Contractors Bid Proposal.**
- Exhibit B:** **Form INS-D: Insurance Requirements.**
- Exhibit C:** **[RESERVED]**
- Exhibit D:** **[RESERVED]**
- Exhibit E:** **[RESERVED]**
- Exhibit F:** **[RESERVED]**

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S BID PROPOSAL

BID SCHEDULE
ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT
SPECIFICATION NO. PW 25-107

Bidder's Company Name: BSN Construction Inc

To the Honorable Mayor and Members of the City Council:

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

Item No.	Location	Unit of Measure	Evaluation Quantity	Price
1	1238 S K St (#2)	LS	1	\$ 3757.00
2	1171 W Fir Ave	LS	1	\$ 3232.00
3	1215 W Guava St	LS	1	\$ 4693.00
4	1313 W Cedar St	LS	1	\$ 4739.00
5	1166 S Ventura Rd (#2)	LS	1	\$ 2800.00
6	1174 S N St	LS	1	\$ 3876.00
7	1418 W Elm St	LS	1	\$ 3232.00
8	1201 W Channel Islands Blvd	LS	1	\$ 2800.00
9	2321 S J St	LS	1	\$ 4890.00
10	3341 Paula St (#2)	LS	1	\$ 2908.00
11	3500 San Simeon Ave	LS	1	\$ 5661.00
12	2531 Topaz Ct	LS	1	\$ 5493.00

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13	1211 Joliet Pl	LS	1	\$ 2369.00
14	1121 Gallatin Pl	LS	1	\$ 1939.00
15	2100 Oneida Pl	LS	1	\$ 2585.00
16	1220 Joliet Pl	LS	1	\$ 4523.00
17	1300 Joliet Pl	LS	1	\$ 4200.00
18	115 E Date St	LS	1	\$ 2908.00
19	625 E Maple St	LS	1	\$ 3554.00
20	254 E Date St	LS	1	\$ 3123.00
21	664 E Maple St	LS	1	\$ 5493.00
22	373 E Guava St	LS	1	\$ 2055.00
23	160 E Ash St	LS	1	\$ 1939.00
24	319 Doris Ave (Alley)	LS	1	\$ 2262.00
25	1000 Camelot Way	LS	1	\$ 5062.00
26	22 Carriage Sq (#2)	LS	1	\$ 2908.00
27	441 Doris Ave	LS	1	\$ 3446.00
28	1035 Camelot Way	LS	1	\$ 4739.00
29	1244 Camelot Way	LS	1	\$ 2093.00
30	523 Devonshire Dr	LS	1	\$ 2585.00
31	731 W Robert Ave	LS	1	\$ 1292.00
32	815 Ivywood Dr	LS	1	\$ 4282.00
33	4201 W Hemlock St	LS	1	\$ 4523.00
34	4025 Nice Ct	LS	1	\$ 8280.00
35	4201 W Hemlock St	LS	1	\$ 1724.00
36	2024 Jamestown Way	LS	1	\$ 1939.00

B 9

37	2311 Peninsula Dr	LS	1	\$ 2464.00
38	2686 Upton Sinclair Dr	LS	1	\$ 2093.00
39	1210 Monet Pl	LS	1	\$ 1908.00
40	3720 Boston Dr	LS	1	\$ 1724.00
41	3140 Nevada Ave	LS	1	\$ 1724.00
42	3021 Mendocino Pl	LS	1	\$ 1724.00
43	3110 Eden St	LS	1	\$ 2262.00
44	753 Paseo Ortega	LS	1	\$ 2265.00
45	1600 N Rose Ave	LS	1	\$ 4093.00
46	306 Graves Ave (#2)	LS	1	\$ 3554.00
47	2630 Colonia Ave (Alley)	LS	1	\$ 2262.00
48	2721 Colonia Ave	LS	1	\$ 5523.00
49	106 E Fifth St	LS	1	\$ 2800.00
50	1031 Factory Ln	LS	1	\$ 3232.00
51	1235 W Roderick Ave	LS	1	\$ 1939.00
52	1301 Kingswood Way	LS	1	\$ 3769.00
53	1630 N M St	LS	1	\$ 2325.00
54	129 N I St	LS	1	\$ 2908.00
55	1101 W Second St	LS	1	\$ 2477.00
56	1344 Palm Dr	LS	1	\$ 3876.00
57	904 Beverly Dr	LS	1	\$ 14257.00
58	904 Beverly Dr	LS	1	\$ 10785.00
59	1026 Deodar Ave	LS	1	\$ 3554.00
60	2300 Crystal Downs Ct	LS	1	\$ 3456.00

B 10

61	426 King St (#2)	LS	1	\$ 4309.00
62	318 S Fifth St	LS	1	\$ 4200.00
63	320 W Fifth St	LS	1	\$ 4200.00
64	820 S E St	LS	1	\$ 1318.00
65	1145 Rigging Pl	LS	1	\$ 3232.00
66	911 S H St	LS	1	\$ 3014.00
67	926 S F St (#3)	LS	1	\$ 5816.00
68	473 W Birch St	LS	1	\$ 3554.00
69	1805 Valley Park Dr	LS	1	\$ 3985.00
70	1274 S H St	LS	1	\$ 3799.00
71	304 W Birch St	LS	1	\$ 3386.00
72	405 W Iris St	LS	1	\$ 3232.00
73	1146 S G St	LS	1	\$ 2477.00
74	400 W Hill St	LS	1	\$ 7452.00
75	633 W Fir Ave	LS	1	\$ 4200.00
76	211 Hill St	LS	1	\$ 3340.00
77	170 N Roosevelt Ave	LS	1	\$ 7591.00
78	111 S Grant Ave	LS	1	\$ 2276.00
79	205 Lupita St (#2)	LS	1	\$ 1939.00
80	101 N Mckinley Ave	LS	1	\$ 4007.00
81	560 N Garfield Ave #2	LS	1	\$ 2262.00
82	2410 El Dorado St	LS	1	\$ 2585.00
83	1810 McArthur Pl (#2)	LS	1	\$ 2265.00
84	1931 Earhart Ct	LS	1	\$ 2443.00

B 11

85	2420 El Dorado Ave	LS	1	\$ 4200.00
86	1224 Lawrence Way	LS	1	\$ 2262.00
87	1510 Elsinore Ave (#2)	LS	1	\$ 1615.00
88	1521 Piedmont St	LS	1	\$ 2693.00
89	1131 Rivas Ln	LS	1	\$ 2693.00
90	1700 Elsinore Ct	LS	1	\$ 3232.00
91	5200 Seabreeze Way	LS	1	\$ 3554.00
92	5131 Neptune Sq	LS	1	\$ 1969.00
93	5148 Moonstone Way	LS	1	\$ 2262.00
94	5231 Neptune Sq	LS	1	\$ 6006.00
95	5101 Seabreeze Way	LS	1	\$ 7952.00
96	1741 Fiske Pl	LS	1	\$ 4493.00
97	1600 Beacon Pl	LS	1	\$ 3876.00
98	500 E Dollie (Apt 4)	LS	1	\$ 2585.00
99	834 Yale Pl	LS	1	\$ 2325.00
100	4451 Clover Dr	LS	1	\$ 7012.00
101	4705 S J St	LS	1	\$ 4416.00
102	3100 S K St	LS	1	\$ 2155.00
103	2625 S N St (#2)	LS	1	\$ 4200.00
104	1130 Redwood St	LS	1	\$ 1939.00
105	1205 W Olive St	LS	1	\$ 5923.00
106	453 Bolsa Way	LS	1	\$ 2033.00
107	2211 Colonia Ave (Alleyway)	LS	1	\$ 6038.00
108	1844 Gaucho Way #2	LS	1	\$ 2195.00

B 12

109	140 Julian St (#2)	LS	1	\$ 2325.00
110	1835 Ferrara Way	LS	1	\$ 3593.00
111	667 S Ventura Rd	LS	1	\$ 3232.00
112	1411 Kumquat Pl	LS	1	\$ 3232.00
113	1211 Holly Ave	LS	1	\$ 2262.00
114	2216 Lantana St	LS	1	\$ 2585.00
115	1031 Azalea St	LS	1	\$ 2908.00
116	1120 Elder St	LS	1	\$ 1615.00
117	1271 Hibiscus St	LS	1	\$ 6924.00
118	1221 Bluebell St	LS	1	\$ 5935.00
119	2422 Lobelia Dr	LS	1	\$ 2112.00
120	2400/2402 Hillrose Pl	LS	1	\$ 2908.00
121	321 Cuesta Del Mar Dr	LS	1	\$ 2477.00
122	540 Cuesta Del Mar	LS	1	\$ 3386.00
123	321 Cuesta Del Mar	LS	1	\$ 3386.00
124	5300 S J St	LS	1	\$ 2155.00
125	4614 Terrace Ave	LS	1	\$ 1939.00
126	4330 Drake Dr	LS	1	\$ 2155.00
127	4634 Terrace Ave	LS	1	\$ 2093.00
128	1836 Berkshire St	LS	1	\$ 2363.00
129	4500 Phoenix Dr	LS	1	\$ 2325.00
130	4530 Syracuse Dr	LS	1	\$ 1724.00
131	501 Del Norte Blvd	LS	1	\$ 8893.00
132	1600 Lookout Dr	LS	1	\$ 2337.00

B 13

133	1513 Nadador Pl	LS	1	\$ 2262.00
134	729 Navito Way	LS	1	\$ 2585.00
135	1626 Ofelia Way	LS	1	\$ 3232.00
136	1033 Unidad Way	LS	1	\$ 2908.00
137	557 Princesa Dr #2	LS	1	\$ 2585.00
138	351 Huerta St	LS	1	\$ 1292.00
139	545 Carty Dr	LS	1	\$ 5414.00
140	113 N F St (#2)	LS	1	\$ 3232.00
141	206 S H St	LS	1	\$ 6070.00
142	314 W Fourth St	LS	1	\$ 2800.00
143	305 Magnolia Ave	LS	1	\$ 2106.00
144	1825 Arlene Ave	LS	1	\$ 3924.00
145	2110 Patricia St	LS	1	\$ 2106.00
TOTAL BID PRICE:				\$ 504,768.00

TOTAL BID PRICE IN DIGITS: \$ 504,768.00

TOTAL BID PRICE IN WORDS: Five hundred four thousand seven hundred sixty-eight
dollars and zero cents

Bidder's Company Name: BSN Construction Inc

Signature: 

Title: President

Print: Ben Nakaba

Date: 5/28/2025

B 14

EXHIBIT B**FORM INS-D : INSURANCE REQUIREMENTS****INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				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	
PRODUCER				POLICY INFORMATION:			
Telephone: NAMED INSURED				Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
				☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				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 _____			

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

EXHIBIT C
[RESERVED]

EXHIBIT D
[RESERVED]

EXHIBIT E
[RESERVED]

**EXHIBIT F
[RESERVED]**

become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT, SPECIFICATION NO. PW 25-107.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
 _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

By: _____

Its: _____

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Public Project Agreement 32600023 with BSN Construction Inc. for Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25- 107

Public Works & Transportation Committee
June 24, 2025

Timothy Beaman, Assistant Public Works Director
Public Works Department

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with BSN Construction Inc., in the amount of \$504,768 for the Project and approve a Project contingency amount of \$50,477 (~10%) for a total not to exceed value of \$555,245 for the Project.

- Water main and service line leaks often result in the need for asphalt and sidewalk repair and restoration
- Patches are typically 6'x6' sections
- Temporary pavement is installed after water service is restored
- The subject project includes 145 patches (approx. 4,886 square feet)



- The Notice Inviting Formal Bids (NIFB) of this project was published on May 08, 2025
- All bids were opened on May 28, 2025, and the City received the following bids:
 - BSN Construction Inc.: \$504,768
 - ADA General Eng. Inc.: \$516,907
 - Toro Enterprises, Inc.: \$576,607
- Staff reviewed all bids and BSN Construction Inc. was determined to be the lowest responsive bidder

The total cost for this Agreement with BSN Construction Inc. shall not exceed \$555,245 which includes \$504,768 for the Project and a Project contingency amount of \$50,477 (~10%). The funding for the Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107 has been programmed in the Proposed Fiscal Year 2025-26 Budget from the Water Operating Fund 601 (Account 6013600-53200) for City Council's consideration.



End of Presentation